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

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2013

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from __________to__________

Commission File No. 0-14710

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

Delaware (State or other jurisdiction of incorporation or organization)	**52-2154066** (I.R.S. Employer Identification No.)
2910 Seventh Street, Berkeley, California 94710 (Address of principal executive offices, including zip code)	**(510) 204-7200** (Telephone Number)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act).

Large accelerated filer ☐	Accelerated filer ☒	Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act of 1934). Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding at November 5, 2013
Common Stock, $0.0075 par value	**93,077,887**

XOMA CORPORATION
FORM 10-Q
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PART I - FINANCIAL INFORMATION
ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (unaudited)

XOMA CORPORATION
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except share and per share amounts)

	September 30, 2013 (unaudited)	December 31, 2012 (Note 1)
ASSETS		
Current assets:		
Cash and cash equivalents	$ 73,988	$ 45,345
Short-term investments	-	39,987
Trade and other receivables, net	5,630	8,249
Prepaid expenses and other current assets	3,150	2,256
Total current assets	82,768	95,837
Property and equipment, net	6,917	8,143
Other assets	1,321	1,696
Total assets	$ 91,006	$ 105,676
LIABILITIES AND STOCKHOLDERS' (DEFICIT) EQUITY		
Current liabilities:		
Accounts payable	$ 6,505	$ 3,867
Accrued and other liabilities	8,016	13,045
Deferred revenue	3,414	3,409
Interest bearing obligation – current	4,085	3,391
Accrued Interest on interest bearing obligations – current	1,969	121
Total current liabilities	23,989	23,833
Deferred revenue – long-term	4,457	6,315
Interest bearing obligations – long-term	36,941	37,653
Contingent warrant liabilities	39,162	15,001
Other liabilities - long term	-	1,407
Total liabilities	104,549	84,209
Stockholders' (deficit) equity:		
Common stock, $0.0075 par value, 138,666,666 shares authorized, 92,701,155 and 82,447,274 shares outstanding at September 30, 2013 and December 31, 2012, respectively	692	615
Additional paid-in capital	1,014,642	977,962
Accumulated other comprehensive income	-	8
Accumulated deficit	(1,028,877)	(957,118)
Total stockholders' (deficit) equity	(13,543)	21,467
Total liabilities and stockholders' (deficit) equity	$ 91,006	$ 105,676

The accompanying notes are an integral part of these condensed consolidated financial statements.

(Note 1) The condensed consolidated balance sheet as of December 31, 2012 has been derived from the audited consolidated financial statements as of that date included in the Company's Annual Report on Form 10-K for the year ended December 31, 2012.

XOMA CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(unaudited)
(in thousands, except per share amounts)

	Three months ended September 30, 2013	Three months ended September 30, 2012	Nine months ended September 30, 2013	Nine months ended September 30, 2012
Revenues:				
License and collaborative fees	$ 1,574	$ 1,127	$ 2,578	$ 4,665
Contract and other	4,738	6,124	20,339	21,725
Total revenues	6,312	7,251	22,917	26,390
Operating expenses:				
Research and development	18,198	18,409	51,905	52,702
Selling, general and administrative	5,225	4,672	13,429	12,918
Restructuring	112	323	209	4,776
Total operating expenses	23,535	23,404	65,543	70,396
Loss from operations	(17,223)	(16,153)	(42,626)	(44,006)
Other expense:				
Interest expense	(1,159)	(1,144)	(3,495)	(3,211)
Other expense	(132)	(420)	92	(542)
Revaluation of contingent warrant liabilities	(11,125)	(9,208)	(25,745)	(25,746)
Net loss before taxes	(29,639)	(26,925)	(71,774)	(73,505)
Provision for income tax benefit	15	74	15	74
Net loss	$ (29,624)	$ (26,851)	$ (71,759)	$ (73,431)
Basic and diluted net loss per share of common stock	$ (0.34)	$ (0.39)	$ (0.85)	$ (1.22)
Shares used in computing basic and diluted net loss per share of common stock	87,033	68,189	84,205	60,239
Other comprehensive loss:				
Net loss	$ (29,624)	$ (26,851)	$ (71,759)	$ (73,431)
Net unrealized loss on available-for-sale securities	-	7	-	12
Comprehensive loss	$ (29,624)	$ (26,844)	$ (71,759)	$ (73,419)

The accompanying notes are an integral part of these condensed consolidated financial statements.

XOMA CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)
(in thousands)

	Nine Months Ended September 30, 2013	2012
Cash flows from operating activities:		
Net loss	$ (71,759)	$ (73,431)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	2,014	3,308
Common stock contribution to 401(k)	828	1,134
Stock-based compensation expense	3,946	3,368
Accrued interest on interest bearing obligations	2,031	878
Revaluation of contingent warrant liabilities	25,745	25,746
Restructuring charge related to long-lived assets	-	2,241
Amortization of debt discount, final payment fee on debt, and debt issuance costs	1,841	1,388
Loss on sale and retirement of property & equipment	281	-
Unrealized gain on foreign currency exchange	(55)	(88)
Unrealized loss on foreign exchange options	184	721
Other non-cash adjustments	(21)	17
Changes in assets and liabilities:		
Trade and other receivables, net	2,637	5,251
Prepaid expenses and other assets	(1,042)	(421)
Accounts payable and accrued liabilities	(2,130)	3,451
Deferred revenue	(1,436)	(2,948)
Other liabilities	(1,666)	(47)
Net cash used in operating activities	(38,602)	(29,432)
Cash flows from investing activities:		
Purchase of investments	-	(16,988)
Proceeds from maturities of investments	40,000	-
Net purchase of property and equipment	(1,069)	(2,097)
Proceeds from sale of property and equipment	-	452
Net cash provided by (used in) investing activities	38,931	(18,633)
Cash flows from financing activities:		
Proceeds from issuance of common stock, net of issuance costs	29,959	39,624
Proceeds from exercise of warrants	438	-
Proceeds from issuance of long-term debt, net of issuance costs	-	4,439
Principal payments of debt	(2,083)	(2,143)
Net cash provided by financing activities	28,314	41,920
Net increase in cash and cash equivalents	28,643	(6,145)
Cash and cash equivalents at the beginning of the period	45,345	48,344
Cash and cash equivalents at the end of the period	$ 73,988	$ 42,199
Supplemental Cash Flow Information:		
Cash paid for:		
Interest	$ 988	$ 723
Non-cash investing and financing activities:		
Issuance of warrants	$ -	$ 6,390
Reclassification of contingent warrant liability to equity upon exercise of warrants	$ (1,585)	$ (337)
Interest added to principal balances on long-term debt	$ 745	$ 941
Investment in noncontrolling interest	$ 171	$ -
Discount on long-term debt	$ -	$ (55)

The accompanying notes are an integral part of these condensed consolidated financial statements.

XOMA CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

1. Description of Business

XOMA Corporation ("XOMA" or the "Company"), a Delaware corporation combines a portfolio of late-stage clinical programs and research activities to develop innovative therapeutic antibodies for which it intends to commercialize. XOMA focuses its scientific research on allosteric modulation, which offers opportunities for new classes of therapeutic antibodies to treat a wide range of human diseases. XOMA is developing its lead product candidate gevokizumab (IL-1 beta modulating antibody) with Les Laboratoires Servier ("Servier") through a global Phase 3 clinical development program and ongoing proof-of-concept studies in other IL-1-mediated diseases. XOMA's scientific research also has produced the XMet platform, which consists of three classes of preclinical antibodies, including selective insulin receptor modulators that could offer new approaches in the treatment of diabetes. XOMA initiated commercial operations in January 2012 through the licensing of U.S. commercial rights to Servier's ACEON® (perindopril erbumine) and certain U.S. rights to a patent-protected portfolio of fixed dose combination ("FDC") product candidateswhere perindopril is combined with other active ingredients to treat cardiovascular disease. In July 2013, the Company transferred these rights to Symplmed Pharmaceuticals, LLC ("Symplmed") in exchange for a minority equity position in Symplmed and up to double-digit royalties on sales of the first FDC product, if it is approved by the U.S. Food and Drug Administration (the "FDA").

2. Basis of Presentation and Significant Accounting Policies

Basis of Presentation

The condensed consolidated financial statements include the accounts of XOMA and its subsidiaries. All intercompany accounts and transactions were eliminated during consolidation. The unaudited financial statements were prepared in accordance with accounting principles generally accepted in the United States for interim financial information and with the instructions to Form 10-Q. These financial statements and related disclosures have been prepared with the assumption that users of the interim financial information have read or have access to the audited financial statements for the preceding fiscal year. Accordingly, these statements should be read in conjunction with the audited consolidated financial statements and related notes included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2012, filed with the U.S. Securities and Exchange Commission ("SEC") on March 12, 2013.

In management's opinion, the unaudited condensed consolidated financial statements include all adjustments, consisting only of normal recurring adjustments, which are necessary to present fairly the Company's consolidated financial position as of September 30, 2013, the consolidated results of the Company's operations for the three and nine months ended September 30, 2013 and 2012 and the Company's cash flows for the nine months ended September 30, 2013 and 2012. The interim results of operations are not necessarily indicative of the results that may occur for the full fiscal year or future periods.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses, and related disclosures. On an on-going basis, management evaluates its estimates including, but not limited to, those related to contingent warrant liabilities, revenue recognition, research and development expense, long-lived assets, derivative instruments, stock-based compensation, and restructuring liabilities. The Company bases its estimates on historical experience and on various other market-specific and other relevant assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ significantly from these estimates, such as the Company's billing under government contracts. Under the Company's contracts with the National Institute of Allergy and Infectious Diseases ("NIAID"), a part of the National Institutes of Health ("NIH"), the Company bills using NIH provisional rates and thus are subject to future audits at the discretion of NIAID's contracting office. These audits can result in adjustments to revenues previously reported.

Reclassifications

Certain reclassifications of prior period amounts have been made to the financial statements and accompanying notes to conform to the current period presentation. Prior period presentation of net product sales has been reclassified into contract and other revenue because the net product sales were not material for all periods presented. These reclassifications had no impact on the Company's previously reported net loss or cash flows.

Long-lived Assets

The Company reviews the carrying values and depreciation lives of its long-lived assets whenever events or changes in circumstances indicate that the asset may not be recoverable. An impairment loss is recognized when the estimated future net cash flows expected to result from the use of an asset is less than its carrying amount. Long-lived assets include property and equipment and building and leasehold improvements. In connection with the Company's 2012 streamlining plan, the Company recorded an impairment loss of $0.8 million during the nine months ended September 30, 2012. During the three and nine months ended September 30, 2012, the Company recorded accelerated depreciation of $0.1 million and $1.4 million, respectively, on long-lived assets. See *Note 6: Streamlining and Restructuring Charges* for additional disclosure on the 2012 streamlining plan.

Concentration of Risk

Cash equivalents and receivables are financial instruments, which potentially subject the Company to concentrations of credit risk, as well as liquidity risk for certain cash equivalents such as money market funds. The Company has not encountered such issues during 2013.

The Company has not experienced any significant credit losses and does not generally require collateral on receivables. For the nine months ended September 30, 2013, two customers represented 57% and 30% of total revenue and 27% and 50% of the accounts receivable balance.

For the nine months ended September 30, 2012, these two customers represented 45% and 35% of total revenues. As of December 31, 2012, there were receivables outstanding from these two customers representing 58% and 35% of the accounts receivable balance.

Newly Adopted Accounting Pronouncements

In February 2013, Accounting Standards Codification Topic 220, *Comprehensive Income* was amended to require companies to report, in one place, information about reclassifications out of accumulated other comprehensive income. Accordingly, a company can present this information on the face of the financial statements, if certain requirements are met, or the information must be presented in the notes to the financial statements. The Company adopted this guidance as of January 1, 2013, on a retrospective basis and the items reclassified out of accumulated other comprehensive income are not material for all periods presented.

3. Condensed Consolidated Financial Statement Detail

Net Loss Per Share of Common Stock

Basic net loss per share of common stock is based on the weighted average number of shares of common stock outstanding during the period. Diluted net loss per share of common stock is based on the weighted average number of shares outstanding during the period, adjusted to include the assumed conversion of certain stock options, restricted stock units ("RSUs"), and warrants for common stock.

Potentially dilutive securities are excluded from the calculation of loss per share if their inclusion is anti-dilutive. The following table shows the total outstanding securities considered anti-dilutive and therefore excluded from the computation of diluted net loss per share (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	2012	2013	2012
Common stock options and restricted stock units	6,825	5,730	6,017	5,788
Warrants for common stock	15,970	16,626	16,106	12,942
Total	22,795	22,356	22,123	18,730

For the three and nine months ended September 30, 2013 and 2012, all outstanding securities were considered anti-dilutive, and therefore the calculation of basic and diluted net loss per share was the same.

Cash and Cash Equivalents

At September 30, 2013, cash and cash equivalents consisted of demand deposits of $16.2 million and money market funds of $57.8 million with maturities of less than 90 days at the date of purchase. At December 31, 2012, cash and cash equivalents consisted of demand deposits of $7.8 million and money market funds of $37.5 million with maturities of less than 90 days at the date of purchase.

Short-term Investments

At September 30, 2013, the Company did not have short-term investments. At December 31, 2012, short-term investments consisted of U.S. treasury securities of $40.0 million with maturities of greater than 90 days and less than one year from the date of purchase.

Foreign Exchange Options

The Company holds debt and may incur revenue and expenses denominated in foreign currencies, which exposes it to market risk associated with foreign currency exchange rate fluctuations between the U.S. dollar and the Euro. The Company is required in the future to make principal and accrued interest payments in Euros on its €15.0 million loan from Servier (See *Note 7: Long-Term Debt and Other Financings*). In order to manage its foreign currency exposure related to these payments, in May 2011, the Company entered into two foreign exchange option contracts to buy €1.5 million and €15.0 million in January 2014 and January 2016, respectively. By having these option contracts in place, the Company's foreign exchange rate risk is reduced if the U.S. dollar weakens against the Euro. However, if the U.S. dollar strengthens against the Euro, the Company is not required to exercise these options, but will not receive any refund on premiums paid.

Upfront premiums paid on these foreign exchange option contracts totaled $1.5 million. The fair values of these option contracts are revalued at each reporting period and are estimated based on pricing models using readily observable inputs from actively quoted markets. The fair values of these option contracts are included in other assets on the consolidated balance sheet and changes in fair value on these contracts are included in other income (expense) on the condensed consolidated statements of comprehensive loss.

The foreign exchange options were revalued at September 30, 2013 and had an aggregate fair value of $0.3 million. The Company recognized a $0.2 million loss on revaluation for the nine months ended September 30, 2013. The Company recognized losses for the three and nine months ended September 30, 2012 of $0.1 million and $0.7 million, respectively, as a result of the revaluation.

Accrued Liabilities

Accrued liabilities consisted of the following at September 30, 2013 and December 31, 2012 (in thousands):

	September 30, 2013	December 31, 2012
Accrued management incentive compensation	$ 3,112	$ 3,978
Accrued payroll and other benefits	2,708	2,461
Accrued clinical trial costs	500	4,702
Other	1,696	1,904
Total	$ 8,016	$ 13,045

Contingent Warrant Liabilities

In March 2012, in connection with an underwritten offering, the Company issued five-year warrants to purchase 14,834,577 shares of XOMA's common stock at an exercise price of $1.76 per share. These warrants contain provisions that are contingent on the occurrence of a change in control, which would conditionally obligate the Company to repurchase the warrants for cash in an amount equal to their fair value using the Black-Scholes Option Pricing Model (the "Black-Scholes Model") on the date of such change in control. Due to these provisions, the Company is required to account for the warrants issued in March 2012 as a liability at fair value. In addition, the estimated liability related to the warrants is required to be revalued at each reporting period until the earlier of the exercise of the warrants, at which time the liability will be reclassified to stockholders' equity, or expiration of the warrants. At December 31, 2012, the fair value of the warrant liability was estimated to be $15.0 million using the Black-Scholes Model. The Company revalued the warrant liability at September 30, 2013 using the Black-Scholes Model and recorded the $25.7 million increase in the fair value as a loss in the revaluation of contingent warrant liabilities line of its condensed consolidated statements of comprehensive loss. The Company also reclassified $1.6 million from contingent warrant liabilities to equity on its condensed consolidated balance sheets due to the exercise of warrants. As of September 30, 2013, 13,673,183 of these warrants were outstanding and had a fair value of $39.1 million. This increase in liability is due primarily to the increase in the market price of the Company's common stock at September 30, 2013 compared to December 31, 2012.

In February 2010, in connection with an underwritten offering, the Company issued five-year warrants to purchase 1,260,000 shares of XOMA's common stock at an exercise price of $10.50 per share. In June 2009, the Company issued warrants to certain institutional investors as part of a registered direct offering. These warrants represent the right to acquire an aggregate of up to 347,826 shares of XOMA's common stock over a five year period beginning December 11, 2009 at an exercise price of $19.50 per share. These warrants contain provisions that are contingent on the occurrence of a change in control, which would conditionally obligate the Company to repurchase the warrants for cash in an amount equal to their fair value using the Black-Scholes Model on the date of such change in control. Due to these provisions, the Company is required to account for the warrants issued in February 2010 and June 2009 as liabilities at fair value. As of September 30, 2013, all of these warrants were outstanding and had an aggregate fair value of approximately $0.1 million.

4. Fair Value Measurements

Fair value is defined as the price that would be received from selling an asset or the amount that would be paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Company applies ASC 820, which establishes a framework for measuring fair value and a fair value hierarchy that prioritizes the inputs used in valuation techniques. ASC 820 describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value which are the following:

Level 1 – Quoted prices in active markets for identical assets or liabilities.

Level 2 – Observable inputs other than quoted prices in active markets for similar assets or liabilities.

Level 3 – Unobservable inputs.

The following tables set forth the Company's fair value hierarchy for its financial assets and liabilities measured at fair value on a recurring basis as of September 30, 2013 and December 31, 2012.

Financial assets and liabilities carried at fair value as of September 30, 2013 and December 31, 2012 were classified as follows (in thousands):

	Fair Value Measurements at September 30, 2013 Using			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Assets:				
Money market funds (1)	$ 57,756	$ -	$ -	$ 57,756
Foreign exchange options (3)	-	304	-	304
Total	$ 57,756	$ 304	$ -	$ 58,060
Liabilities:				
Contingent warrant liabilities	$ -	$ -	$ 39,162	$ 39,162

	Fair Value Measurements at December 31, 2012 Using			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Assets:				
Money market funds (1)	$ 37,461	$ -	$ -	$ 37,461
U.S. treasury securities (2)	39,987	-	-	39,987
Foreign exchange options (3)	-	488	-	488
Total	$ 77,448	$ 488	$ -	$ 77,936
Liabilities:				
Contingent warrant liabilities	$ -	$ -	$ 15,001	$ 15,001

(1) Included in cash and cash equivalents
(2) Included in short-term investments
(3) Included in other assets

The fair value of the foreign exchange options at September 30, 2013 and December 31, 2012 was determined using readily observable market inputs from actively quoted markets obtained from various third-party data providers. These inputs, such as spot rate, forward rate and volatility have been derived from readily observable market data, meeting the criteria for Level 2 in the fair value hierarchy.

The fair value of the contingent warrant liabilities was determined at September 30, 2013 and December 31, 2012 using the Black-Scholes Model, which requires inputs such as the expected term of the warrants, volatility and risk-free interest rate. These inputs are subjective and generally require significant analysis and judgment to develop.

The fair value of the contingent warrant liabilities was estimated using the following range of assumptions at September 30, 2013 and December 31, 2012:

	September 30, 2013	December 31, 2012
Expected volatility	40%	40%
Risk-free interest rate	0.1% - 0.7%	0.3% - 0.7%
Expected term	1.2 - 3.4 years	1.9 - 4.2 years

The following table provides a summary of changes in the fair value of the Company's Level 3 financial liabilities for the nine months ended September 30, 2013 (in thousands):

Contingent warrant liabilities	September 30, 2013
Balance at December 31, 2012	15,001
Reclassification of contingent warrant liability to equity upon exercise of warrants	(1,585)
Net increase in fair value of contingent warrant liabilities upon revaluation	25,746
Balance at September 30, 2013	39,162

For the three and nine months ended September 30, 2013, the Company recognized net increases of $11.1 million and $25.7 million, respectively, in the estimated fair value of the contingent warrant liabilities resulting in recognized losses in the revaluation of contingent warrant liabilities line of the condensed consolidated statements of comprehensive loss.

For the three and nine months ended September 30, 2012, the Company recognized net increases of $9.2 million and $25.7 million, respectively, in the estimated fair value of the contingent warrant liabilities resulting in recognized losses in the revaluation of contingent warrant liabilities line of the condensed consolidated statements of comprehensive loss.

5. Licensing, Collaborative and Other Arrangements

In July 2013, the Company transferred U.S. development and commercialization rights to the perindopril franchise to Symplmed. Under the terms of the arrangement, XOMA received a minority equity position in Symplmed and up to double-digit royalties on sales of the first fixed-dose combination containing perindopril arginine and amlodipine besylate, if it is approved by the FDA. The Company recorded the minority equity position in the other assets line of its condensed consolidated balance sheets. Symplmed, under a sublicense agreement, assumes U.S. marketing responsibilities for ACEON (perindopril erbumine), and XOMA continues to manage and be reimbursed for sales and distribution within its established commercial infrastructure until the ACEON New Drug Application ("NDA") is transferred to Symplmed. XOMA also continues to record gross ACEON sales in the contracts and other revenue line of its condensed consolidated statements of comprehensive loss until the ACEON NDA is transferred. Following the ACEON NDA transfer, Symplmed will pay XOMA single-digit royalties on sales of ACEON.

6. Streamlining and Restructuring Charges

In January 2012, the Company implemented a streamlining of operations, which resulted in a restructuring plan designed to sharpen its focus on value-creating opportunities led by gevokizumab and its unique antibody discovery and development capabilities. The restructuring plan included a reduction of XOMA's personnel by 84 positions, or 34%, of which 52 were eliminated immediately and the remainder eliminated as of April 6, 2012. These staff reductions resulted primarily from the Company's decisions to utilize a contract manufacturing organization for Phase 3 and commercial antibody production, and to eliminate internal research functions that are non-differentiating or that can be obtained cost effectively by contract service providers.

In connection with the streamlining of operations, the Company incurred restructuring charges in the first nine months of 2012 of $2.0 million related to severance, other termination benefits and outplacement services, $2.2 million related to the impairment and accelerated depreciation of various assets and leasehold improvements, and $0.7 million related to moving and other facility costs. In the first nine months of 2013, the Company has incurred $0.2 million in restructuring charges related to facility costs and does not expect to incur additional significant restructuring charges during the remainder of 2013 related to these streamlining activities.

7. Long-Term Debt and Other Financings

Long-Term Debt

Novartis Note

In May 2005, the Company executed a secured note agreement with Novartis (then Chiron Corporation), which is due and payable in full in June 2015. Under the note agreement, the Company borrowed semi-annually to fund up to 75% of the Company's research and development and commercialization costs under its collaboration arrangement with Novartis, not to exceed $50 million in aggregate principal amount. Interest on the principal amount of the loan accrues at six-month LIBOR plus 2%, which was equal to 2.41% at September 30, 2013, and is payable semi-annually in June and December of each year. Additionally, the interest rate resets in June and December of each year. At the Company's election, the semi-annual interest payments can be added to the outstanding principal amount, in lieu of a cash payment, as long as the aggregate principal amount does not exceed $50 million. The Company has made this election for all interest payments thus far. Loans under the note agreement are secured by the Company's interest in its collaboration with Novartis, including any payments owed to it thereunder.

At September 30, 2013 and December 31, 2012, the outstanding principal balance under this note agreement was $14.6 million and $14.4 million, respectively. Pursuant to the terms of the arrangement as restructured in November 2008, the Company will not make any additional borrowings under the Novartis note. Due to the structure of the secured note agreement with Novartis and since there is no liquid market for this obligation, there is no practical method to estimate fair value of this long-term debt.

Servier Loan

In December 2010, in connection with the license and collaboration agreement entered into with Servier, the Company executed a loan agreement with Servier (the "Servier Loan Agreement"), which provided for an advance of up to €15.0 million. The loan was fully funded in January 2011, with the proceeds converting to approximately $19.5 million. The loan is secured by an interest in XOMA's intellectual property rights to all gevokizumab indications worldwide, excluding certain rights in the U.S. and Japan. Interest is calculated at a floating rate based on a Euro Inter-Bank Offered Rate ("EURIBOR") and subject to a cap. The interest rate is reset semi-annually in January and July of each year. The interest rate for the initial interest period was 3.22%. The interest rate has been reset to 3.83% for the six-month period from July 2011 through January 2012, 3.54% for the six-month period from January 2012 through July 2012, 2.80% for the six-month period from July 2012 through January 2013, 2.33% for the six-month period from January 2013 through July 2013, and 2.33% for the six-month period from July 2013 through January 2014. Interest is payable semi-annually; however, the Servier Loan Agreement provides for a deferral of interest payments over a period specified in the agreement. During the deferral period, accrued interest will be added to the outstanding principal amount for the purpose of interest calculation for the next six-month interest period. On the repayment commencement date, all unpaid and accrued interest shall be paid to Servier and thereafter, all accrued and unpaid interest shall be due and payable at the end of each six-month period. The loan matures in 2016; however, after a specified period prior to final maturity, the loan is to be repaid (i) at Servier's option, by applying up to a significant percentage of any milestone or royalty payments owed by Servier under the Company's collaboration agreement and (ii) using a significant percentage of any upfront, milestone or royalty payments the Company receives from any third-party collaboration or development partner for rights to gevokizumab in the U.S. and/or Japan. In addition, the loan becomes immediately due and payable upon certain customary events of default. At September 30, 2013 and December 31, 2012, the outstanding principal balance under this loan was $20.3 million and $19.8 million, respectively, using the Euro to US Dollar exchange rates of 1.3520 and 1.3215, respectively. For the three and nine months ended September 30, 2013, the Company recorded unrealized foreign exchange losses of $0.8 million and $0.5 million, respectively, related to the re-measurement of the loan, compared to an unrealized foreign exchange loss of $0.4 million and an unrealized foreign exchange gain of $0.1 million, for the same periods in 2012.

The loan has a stated interest rate lower than the market rate based on comparable loans held by similar companies, which represents additional value to the Company. The Company recorded this additional value as a discount to the face value of the loan amount, at its fair value of $8.9 million. The fair value of this discount, which was determined using a discounted cash flow model, represents the differential between the stated terms and rates of the loan, and market rates. Based on the association of the loan with the collaboration arrangement, the Company recorded the offset to this discount as deferred revenue.

The loan discount is amortized under the effective interest method over the expected five-year life of the loan. The Company recorded non-cash interest expense of $0.4 million and $1.2 million in the three and nine months ended September 30, 2013, respectively, and $0.4 million and $1.1 million in the three and nine months ended September 30, 2012, respectively, resulting from the amortization of the loan discount. At September 30, 2013 and December 31, 2012, the net carrying value of the loan was $15.8 million and $14.2 million, respectively. For the three and nine months ended September 30, 2013, the Company recorded unrealized foreign exchange gains of $0.2 million and $0.1 million, respectively, related to the re-measurement of the loan discount, compared to an unrealized foreign exchange gain of $0.1 million and an unrealized foreign exchange loss of $0.1 million, respectively, for the same periods in 2012.

The Company believes realization of the benefit and the associated deferred revenue is contingent on the loan remaining outstanding over the five-year contractual term of the loan. If the Company were to stop providing service under the collaboration arrangement and the arrangement is terminated, the maturity date of the loan would be accelerated and a portion of measured benefit would not be realized. As the realization of the benefit is contingent, in part, on the provision of future services, the Company is recognizing the deferred revenue over the expected five-year life of the loan. The deferred revenue is amortized under the effective interest method, and the Company recorded $0.4 million and $1.2 million of related non-cash revenue during the three and nine months ended September 30, 2013, respectively, and $0.4 million and $1.1 million during the three and nine months ended September 30, 2012, respectively.

General Electric Capital Corporation Term Loan

In December 2011, the Company entered into a loan agreement (the "GECC Loan Agreement") with General Electric Capital Corporation ("GECC"), under which GECC agreed to make a term loan in an aggregate principal amount of $10 million (the "Term Loan") to the Company, and upon execution of the GECC Loan Agreement, GECC funded the Term Loan. As security for its obligations under the GECC Loan Agreement, the Company granted a security interest in substantially all of its existing and after-acquired assets, excluding its intellectual property assets (such as those relating to its gevokizumab and anti-botulism products). The Term Loan accrued interest at a fixed rate of 11.71% per annum and was to be repaid over a period of 42 consecutive equal monthly installments of principal and accrued interest and was due and payable in full on June 15, 2015. The Company incurred debt issuance costs of approximately $1.3 million in connection with the Term Loan and was required to pay a final payment fee equal to $500,000 on the maturity date, or such earlier date as the Term Loan is paid in full. The debt issuance costs and final payment fee were being amortized and accreted, respectively, to interest expense over the term of the Term Loan using the effective interest method.

In connection with the GECC Loan Agreement, the Company issued to GECC unregistered warrants that entitle GECC to purchase up to an aggregate of 263,158 unregistered shares of XOMA common stock at an exercise price equal to $1.14 per share. These warrants are exercisable immediately and have a five-year term. The Company allocated the aggregate proceeds of the GECC Term Loan between the warrants and the debt obligation based on their relative fair values. The fair value of the warrants issued to GECC was determined using the Black-Scholes Model. The warrants' fair value of $0.2 million was recorded as a discount to the debt obligation and was being amortized over the term of the loan using the effective interest method.

In September 2012, The Company entered into an amendment to the GECC Loan Agreement providing for an additional term loan in the amount of $4.6 million, increasing the term loan obligation to $12.5 million (the "Amended Term Loan") and providing for an interest-only monthly repayment period following the effective date of the amendment through March 1, 2013, at a stated interest rate of 10.9% per annum. Thereafter, the Company is obligated to make monthly principal payments of $347,222, plus accrued interest, over a 27-month period commencing on April 1, 2013, and through June 15, 2015, at which time the remaining outstanding principal amount of $3.1 million, plus accrued interest, is due. The Company incurred debt issuance costs of approximately $0.2 million and are required to make a final payment fee in the amount of $875,000 on the date upon which the outstanding principal amount is required to be repaid in full. This final payment fee replaced the original final payment fee of $500,000. The debt issuance costs and final payment fee are being amortized and accreted, respectively, to interest expense over the term of the Amended Term Loan using the effective interest method.

In connection with the amendment, on September 27, 2012 the Company issued to GECC unregistered stock purchase warrants, which entitle GECC to purchase up to an aggregate of 39,346 shares of XOMA common stock at an exercise price equal to $3.54 per share. These warrants are exercisable immediately and have a five-year term. The warrants' fair value of $0.1 million was recorded as a discount to the debt obligation and is being amortized over the term of the loan using the effective interest method. The warrants are classified in permanent equity on the condensed consolidated balance sheets.

The Amended Term Loan does not change the remaining terms of the GECC Loan Agreement. The GECC Loan Agreement contains customary representations and warranties and customary affirmative and negative covenants, including restrictions on the ability to incur indebtedness, grant liens, make investments, dispose of assets, enter into transactions with affiliates and amend existing material agreements, in each case subject to various exceptions. In addition, the GECC Loan Agreement contains customary events of default that entitle GECC to cause any or all of the indebtedness under the GECC Loan Agreement to become immediately due and payable. The events of default include any event of default under a material agreement or certain other indebtedness.

The Company may prepay the Amended Term Loan voluntarily in full, but not in part, and any voluntary and certain mandatory prepayments are subject to a prepayment premium of 3% in the first year after the effective date of the loan amendment, 2% in the second year and 1% thereafter, with certain exceptions. The Company will also be required to pay the $875,000 final payment fee in connection with any voluntary or mandatory prepayment. On the effective date of the loan amendment, the Company paid an accrued final payment fee in the amount of $0.2 million relating to the original final payment fee of $500,000.

At September 30, 2013 and December 31, 2012, the outstanding principal balance under the Amended Term Loan was $10.4 million and $12.5 million, respectively.

Interest Expense

Interest expense and amortization of debt issuance costs and discounts, recorded as other expense in the condensed consolidated statements of comprehensive loss for the three and nine months ended September 30, 2013 and 2012 are shown below (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	2012	2013	2012
Interest expense				
Servier loan	$ 547	$ 558	$ 1,600	$ 1,583
GECC term loan	508	475	1,584	1,298
Novartis note	90	99	272	298
Other	14	12	39	32
Total interest expense	$ 1,159	$ 1,144	$ 3,495	$ 3,211

Other Financings

Underwritten Offering

On August 23, 2013, the Company completed an underwritten public offering of 8,736,187 shares of its common stock, including 1,139,502 shares of its common stock that were issued upon the exercise of the underwriters' 30-day over-allotment option to purchase additional shares, at a public offering price of $3.62 per share. Total gross proceeds from the offering were approximately $31.6 million, before deducting underwriting discounts and commissions and estimated offering expenses totaling approximately $2.2 million.

8. Income Taxes

The Company recognized $15,000 of income tax benefit relating to refundable credits for the three and nine months ended September 30, 2013, compared to $0.1 million during the same period of 2012. The Company's effective tax rate will fluctuate from period to period due to several factors inherent in the nature of the Company's operations and business transactions. The factors that most significantly impact this rate include the variability of licensing transactions in foreign jurisdictions.

Accounting Standards Codification Topic 740, Income Taxes ("ASC 740") provides for the recognition of deferred tax assets if realization of such assets is more likely than not. Based upon the weight of available evidence, which includes the Company's historical operating performance and carry-back potential, it has determined that total deferred tax assets should be fully offset by a valuation allowance.

9. Stock-based Compensation

In the first nine months of 2013, the Board of Directors of the Company approved grants under the Company's Long Term Incentive Plan for an aggregate of 1,144,403 stock options and an aggregate of 958,385 RSUs to certain employees and the directors of the Company. The stock options vest monthly over four years for employees and one year for directors of the Company, and the RSUs vest annually over three years, in equal increments.

The Company recognizes compensation expense for all stock-based payment awards made to the Company's employees, consultants and directors based on estimated fair values. The valuation of stock option awards is determined at the date of grant using the Black-Scholes Model. This model requires inputs such as the expected term of the option, expected volatility and risk-free interest rate. To establish an estimate of expected term, the Company considers the vesting period and contractual period of the award and its historical experience of stock option exercises, post-vesting cancellations and volatility. The estimate of expected volatility is based on the Company's historical volatility. The risk-free rate is based on the yield available on U.S. Treasury zero-coupon issues. The forfeiture rate impacts the amount of aggregate compensation for both stock options and RSUs. To establish an estimate of forfeiture rate, the Company considers its historical experience of option forfeitures and terminations.

The fair value of the stock options granted was estimated based on the following weighted average assumptions for three and nine months ended September 30, 2013 and 2012:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	2012	2013	2012
Dividend yield	0%	0%	0%	0%
Expected volatility	92%	92%	92%	92%
Risk-free interest rate	1.43%	0.72%	0.87%	1.05%
Expected term	5.6 years	5.6 years	5.6 years	5.6 years

Stock option activity for the nine months ended September 30, 2013 was as follows:

	Options	Weighted Average Exercise Price Per Share	Weighted Average Remaining Contractual Life (in years)	Aggregate Intrinsic Value (in thousands)
Options outstanding at December 31, 2012	6,788,383	$ 8.99	7.36	$ 1,531
Granted	1,144,403	$ 3.10		
Exercised	(297,149)	$ 1.75		
Forfeited, expired or cancelled	(129,296)	$ 17.88		
Options outstanding at September 30, 2013	7,506,341	$ 8.23	7.01	$ 8,262
Options exercisable at September 30, 2013	4,817,306	$ 11.13	6.03	$ 4,050

The valuation of RSUs is determined at the date of grant using the closing stock price. To establish an estimate of forfeiture rate, the Company considers its historical experience of forfeitures and terminations.

Unvested RSU activity for the nine months ended September 30, 2013 is summarized below:

	Number of Shares	Weighted-Average Grant-Date Fair Value
Unvested balance at December 31, 2012	1,459,853	$ 2.75
Granted	958,385	$ 2.96
Vested	(419,760)	$ 2.99
Forfeited	(45,434)	$ 2.29
Unvested balance at September 30, 2013	1,953,044	$ 2.63

The following table shows total stock-based compensation expense included in the condensed consolidated statements of comprehensive loss for the three and nine months ended September 30, 2013 and 2012 (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	2012	2013	2012
Research and development	$ 474	$ 1,304	$ 1,904	$ 1,984
Selling, general and administrative	753	818	2,042	1,384
Total stock-based compensation expense	$ 1,227	$ 2,122	$ 3,946	$ 3,368

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Forward Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act, which are subject to the "safe harbor" created by those sections. Forward-looking statements are based on our management's beliefs and assumptions and on information currently available to them. In some cases you can identify forward-looking statements by words such as "may," "will," "should," "could," "would," "expects," "plans," "anticipates," "believes," "estimates," "projects," "predicts," "potential" and similar expressions intended to identify forward-looking statements. Examples of these statements include, but are not limited to, statements regarding: the implications of interim or final results of our clinical trials, the progress of our research programs, including clinical testing, the extent to which our issued and pending patents may protect our products and technology, our ability to identify new product candidates, the potential of such product candidates to lead to the development of commercial products, our anticipated timing for initiation or completion of our clinical trials for any of our product candidates, our future operating expenses, our future losses, our future expenditures for research and development, and the sufficiency of our cash resources. Our actual results could differ materially from those anticipated in these forward-looking statements for many reasons, including the risks faced by us and described in Part II, Item 1A of this Quarterly Report on Form 10-Q and our other filings with the SEC. You should not place undue reliance on these forward-looking statements, which apply only as of the date of this Quarterly Report on Form 10-Q. You should read this Quarterly Report on Form 10-Q completely and with the understanding that our actual future results may be materially different from those we expect. Except as required by law, we assume no obligation to update these forward-looking statements, whether as a result of new information, future events or otherwise.

The following discussion and analysis should be read in conjunction with the unaudited financial statements and notes thereto included in Part I, Item 1 of this Quarterly Report on Form 10-Q and with the audited consolidated financial statements and related notes thereto included as part of our Annual Report on Form 10-K for the year ended December 31, 2012.

Overview

XOMA discovers and develops innovative antibody-based therapeutics. Our lead drug candidate, gevokizumab, is a potent, fully humanized monoclonal antibody with unique allosteric modulating properties that binds to the inflammatory cytokine interleukin-1 beta ("IL-1 beta"). We believe, by targeting IL-1 beta, gevokizumab has the potential to address the underlying inflammatory causes of a wide range of diseases that have been identified as unmet medical needs.

Together with our development partner, Les Laboratoires Servier ("Servier"), we initiated three Phase 3 clinical trials evaluating gevokizumab for the treatment of non-infectious uveitis ("NIU") involving the intermediate and/or posterior segment of the eye and Behçet's uveitis, a severe subset of NIU. XOMA is responsible for all of the clinical study sites in the United States, and Servier is responsible for all of the clinical study sites outside of the United States. These studies are known as the EYEGUARD™ program, which includes EYEGUARD-A (patients with acute NIU), EYEGUARD-B (patients with Behçet's uveitis), and EYEGUARD-C (patients with NIU controlled with corticosteroids, with or without immunosuppressive medications). As of September 30, 2013, we have over 60 of the targeted 70 clinical sites up and running in the U.S. where we are working to accelerate enrollment, and we are working closely with SERVIER to identify ways to expedite the site activation process outside the United States. We anticipate disclosing the top-line results of the EYEGUARD studies in 2014.

In October 2013, we announced three-month results from our gevokizumab Phase 2 clinical study in patients with erosive osteoarthritis of the hand ("EOA") who also have C-reactive protein ("CRP") levels greater than or equal to 2.5 mg/L. The three-month results demonstrated that gevokizumab has a clinical effect on the target patient population. The study will continue on a blinded basis until all patients receive the full six months of treatment. We will review the six-month results along with the three-month results from our gevokizumab Phase 2 clinical EOA study in patients who do not have elevated CRP levels, at which time we will make final decisions regarding a potential Phase 3 program in EOA.

In June 2013, we launched a pilot study in inflammatory pyoderma gangrenosum ("PG"), and in tandem, treated two patients with generalized pustular psoriasis ("GPP") under compassionate use protocols. PG and GPP are two rare diseases classified as neutrophilic dermatoses. In October 2013, we selected PG as the next indication for Pivotal clinical development based on compelling results from the pilot study. We will request a meeting with the FDA to review the data and discuss the requirements to move gevokizumab into a pivotal Phase 3 program in this indication.

Two additional studies are being conducted in collaboration with the United States National Institutes of Health ("NIH"). In March 2013, we announced that a gevokizumab study in patients with non-infectious anterior scleritis had opened for enrollment at the National Eye Institute ("NEI"), and in August 2013, we announced a gevokizumab clinical study in patients with inflammatory autoimmune inner ear disease ("AIED") will be run by the North Shore-Long Island Jewish Health System in collaboration with the National Institute on Deafness and Other Communication Disorders.

Separately, Servier instituted its own active development program for gevokizumab beyond the NIU and Behçet's uveitis Phase 3 program. In 2012, Servier initiated a gevokizumab Phase 2 study in patients with acute coronary syndrome, a cardiovascular disease. Servier also began testing gevokizumab in a variety of small clinical studies, including polymyositis/dermatomyositis and Schnitzler syndrome. Servier indicated these are the first studies in an extensive multi-indication exploratory program it expects to be conducting.

Our proprietary preclinical pipeline includes classes of antibodies that activate, sensitize or deactivate the insulin receptor *in vivo*, which we have named XMet. This portfolio of antibodies represents potential new therapeutic approaches to the treatment of diabetes and several diseases that have insulin involvement, which we believe may be orphan drug opportunities.

We have developed these and other antibodies using some or all of our ADAPT™ antibody discovery and development platform, our ModulX™ technologies for generating allosterically modulating antibodies, and our OptimX™ technologies for optimizing biophysical properties of antibodies, including affinity, immunogenicity, stability and manufacturability.

Our biodefense initiatives include XOMA 3AB, a biodefense anti-botulism product candidate comprised of a combination of three antibodies. XOMA 3AB is directed against botulinum toxin serotype A and has been developed through funding from the National Institute of Allergy and Infectious Diseases ("NIAID"), a part of the NIH. All volunteers have been enrolled and dosed with XOMA 3AB in a Phase 1 clinical trial sponsored by NIAID. In January 2012, we announced we will complete NIAID biodefense contracts currently in place but will not actively pursue future contracts. Should the government choose to acquire XOMA 3AB or other biodefense products in the future, we expect to be able to produce these antibodies through an outside manufacturer.

We also have developed antibody product candidates with premier pharmaceutical companies including Novartis AG ("Novartis") and Takeda Pharmaceutical Company Limited ("Takeda"). Two antibodies developed with Novartis, LFA102 and HCD122 (lucatumumab), are in Phase 1 and/or Phase 2 clinical development by Novartis for the potential treatment of breast or prostate cancer and hematological malignancies, respectively.

Significant Developments in the First Nine Months of 2013

Gevokizumab

- In January 2013, we announced preliminary top-line data from an interim analysis of our Phase 2 proof-of-concept study to evaluate the safety and efficacy of gevokizumab for the treatment of moderate-to-severe inflammatory acne. Preliminary data from the 125-patient trial demonstrated clear activity according to the Investigator's Global Assessment ("IGA") parameter. Gevokizumab was well-tolerated in this trial, with no significant differences in adverse events between gevokizumab and placebo and no serious drug-related adverse events were reported.

- In April 2013, the NEI opened a non-infectious, active, anterior scleritis trial for patient enrollment. The open-label single-arm Phase 1/2 study is designed to assess the safety and potential efficacy of gevokizumab in patients experiencing non-infectious, active, anterior scleritis, which is the inflammation of the sclera.

- In May 2013, we announced we had initiated a second clinical study in inflammatory osteoarthritis of the hand based upon our findings that patients who met all of the eligibility criteria for our original study were not able to participate due to the requirement C-reactive protein (CRP) levels must be greater than or equal to 2.5 mg/L. This second study has the same design and eligibility requirements with the exception that participants with a CRP level of less than 2.5 mg/L may enroll. The study is capturing the same pain and functional endpoints as the primary study, yet the design does not include radiographic/MRI images of the affected joints.

- In June 2013, we opened enrollment in an open-label pilot study to determine gevokizumab's potential to treat acute inflammatory PG. In October 2013, we announced that we will be requesting a meeting with the FDA to review the data and discuss the requirements to move gevokizumab into a pivotal Phase 3 program in this indication. Our decision is the result of data generated from our open-label pilot study in PG.

- In June 2013, Servier launched its own independent proof-of-concept clinical program to evaluate the safety and efficacy of gevokizumab in indications different from ours. The first such studies are in polymyositis/dermatomyositis and Schnitzler syndrome.

- In July 2013, we announced the completion of patient enrollment in our Phase 2 proof-of-concept study in EOA.

- In August 2013, we announced that a gevokizumab clinical study in patients with AIED will be run by the North Shore-Long Island Jewish Health System in collaboration with the National Institute on Deafness and Other Communication Disorders.

Perindopril Franchise

- In July 2013, we transferred U.S. development and commercialization rights to the perindopril franchise to Symplmed. Under the terms of the arrangement, we received a minority equity position in Symplmed and up to double-digit royalties on sales of the first fixed-dose combination containing perindopril arginine and amlodipine besylate, if it is approved by the FDA. We recorded the minority equity position in the other assets line of our condensed consolidated balance sheets. Symplmed, under a sublicense agreement, assumes U.S. marketing responsibilities for ACEON (perindopril erbumine), and we continue to manage and be reimbursed for sales and distribution within its established commercial infrastructure until the ACEON New Drug Application ("NDA") is transferred to Symplmed. We also continue to record gross ACEON sales in the contracts and other revenue line of our condensed consolidated statements of comprehensive loss until the ACEON NDA is transferred. Following the ACEON NDA transfer, Symplmed will pay us single-digit royalties on sales of ACEON.

Management Addition

- On March 18, 2013, the Company announced Tom Klein has joined the Company as Vice President, Chief Commercial Officer, a newly created position reporting to John Varian, Chief Executive Officer.

Financing

- In August 2013, we completed an underwritten public offering of 8,736,187 share of our common stock for gross proceeds of $31.6 million, before deducting underwriting discounts and commissions and estimated offering expenses totaling approximately $2.2 million.

Results of Operations

Revenues

Total revenues for the three and nine months ended September 30, 2013 and 2012, were as follows (in thousands):

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2013	**2012**	**Increase (Decrease)**	**2013**	**2012**	**Increase (Decrease)**
License and collaborative fees	$ 1,574	$ 1,127	$ 447	$ 2,578	$ 4,665	$ (2,087)
Contract and other	4,738	6,124	(1,386)	20,339	21,725	(1,386)
Total revenues	$ 6,312	$ 7,251	$ (939)	$ 22,917	$ 26,390	$ (3,473)

License and Collaborative Fees

License and collaborative fee revenue includes fees and milestone payments related to the out-licensing of our products and technologies. The increase in license and collaborative fee revenue for the three months ended September 30, 2013, as compared to the same period of 2012, was due primarily to a $0.6 million increase in milestone payments. The decrease in license and collaborative fee revenue for the nine months ended September 30, 2013, as compared to the same period of 2012, was due primarily to a $2.2 million decrease in licensing fees from two licensing contracts, partially offset by a $0.2 million increase in milestone payments. The generation of future revenue related to license fees and other collaborative arrangements is dependent on our ability to attract new licensees to our antibody technologies and new collaboration partners. We expect license and collaboration fee revenue in the remainder of 2013 to be comparable to 2012 levels.

Contract and Other Revenue

Contract and other revenues include agreements where we provide contracted research and development services to our contract and collaboration partners, including Servier and NIAID. The following table shows the activity in contract and other revenue for the three and nine months ended September 30, 2013 and 2012 (in thousands):

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2013	**2012**	**Increase (Decrease)**	**2013**	**2012**	**Increase (Decrease)**
Servier	$ 1,399	$ 3,461	$ (2,062)	$ 11,882	$ 10,715	$ 1,167
NIAID	2,614	2,074	540	6,770	9,106	(2,336)
Other	725	589	136	1,687	1,904	(217)
Total contract and other	$ 4,738	$ 6,124	$ (1,386)	$ 20,339	$ 21,725	$ (1,386)

The decrease in revenue from Servier for the three months ended September 30, 2013, as compared to the same period of 2012, is due primarily to our collaboration with Servier meeting the initial $50 million cap of fully reimbursable NIU costs during the third quarter of 2013. Servier and XOMA will each pay 50% of remaining NIU clinical development and CMC costs. The increase in revenue from Servier for the nine months ended September 30, 2013, as compared to the same period of 2012, is due primarily to an increase in reimbursable clinical development activity with Servier. This increase is partially offset by a decrease in NIAID revenue due primarily to decreased activity under NIAID Contract No. HHSN272200800028C ("NIAID 3") and the recognition of $2.0 million in revenue during the first quarter of 2012 related to an adjustment to previously-reported revenue from NIAID resulting from an audit by NIAID's contracting office. This revenue, which was previously deferred, was recognized upon the completion of negotiations with and approval by the NIH in March 2012.

Based on expected levels of revenue generating activity related to our Servier and NIAID contracts, we expect contract and other revenue in the remainder of 2013 to be comparable to 2012 levels.

Research and Development Expenses

Biopharmaceutical development includes a series of steps, including *in vitro* and *in vivo* preclinical testing, and Phase 1, 2 and 3 clinical studies in humans. Each of these steps is typically more expensive than the previous step, but actual timing and the cost to us depends on the product being tested, the nature of the potential disease indication and the terms of any collaborative or development arrangements with other companies or entities. After successful conclusion of all of these steps, regulatory filings for approval to market the products must be completed, including approval of manufacturing processes and facilities for the product. Our research and development expenses currently include costs of personnel, supplies, facilities and equipment, consultants, other third-party costs and expenses related to preclinical and clinical testing.

Research and development expenses were $18.2 million and $51.9 million for the three and nine months ended September 30, 2013, respectively, compared with $18.4 million and $52.7 million, respectively, for the same periods of 2012. The decrease of $0.2 million for the three months ended September 30, 2013, as compared to the same period in 2012, was due primarily to the absence of fixed dose combination ("FDC") clinical trial costs in Q3 2013, a decrease in internal facility costs as a result of the 2012 streamlining of operations, and a decrease in employee compensation costs, partially offset by higher internal proprietary project costs and professional service fees. The decrease of $0.8 million for the nine months ended September 30, 2013, as compared to the same period in 2012, was due primarily to decreases in FDC clinical trial costs, and internal facility costs as a result of the 2012 streamlining of operations, partially offset by increases in employee compensation costs and higher external manufacturing activity and internal proprietary project costs.

Salaries and related personnel costs are a significant component of research and development expenses. We recorded $6.4 million and $20.6 million in research and development salaries and employee-related expenses for the three and nine months ended September 30, 2013, respectively, as compared with $6.8 million and $19.8 million for the same periods of 2012. The decrease of $0.4 million for the three months ended September 30, 2013, as compared to the same period of 2012, was due primarily to a $0.8 million decrease in stock-based compensation, partially offset by a $0.4 million increase in salaries and benefits as a result of an increase in headcount. The increase of $0.8 million for the nine months ended September 30, 2013, as compared to the same period of 2012, is due primarily to a $0.9 million increase in salaries and benefits, the result of an increase in headcount.

Our research and development activities can be divided into earlier-stage programs and later-stage programs. Earlier-stage programs include molecular biology, process development, pilot-scale production and preclinical testing. Also included in earlier-stage programs are costs related to excess manufacturing capacity, of which we expect to further decrease in 2013 due to our streamlining objective to utilize a contract manufacturing organization, which was implemented in 2012. Later-stage programs include clinical testing, regulatory affairs and manufacturing clinical supplies. The costs associated with these programs approximate the following (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	2012	2013	2012
Earlier stage programs	$ 10,310	$ 8,954	$ 28,429	$ 27,066
Later stage programs	7,888	9,455	23,476	25,636
Total	$ 18,198	$ 18,409	$ 51,905	$ 52,702

Our research and development activities also can be divided into those related to our internal projects and those projects related to collaborative and contract arrangements. The costs related to internal projects versus collaborative and contract arrangements approximate the following (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	2012	2013	2012
Internal projects	$ 10,915	$ 8,426	$ 30,892	$ 23,860
Collaborative and contract arrangements	7,283	9,983	21,013	28,842
Total	$ 18,198	$ 18,409	$ 51,905	$ 52,702

For the three and nine months ended September 30, 2013, the gevokizumab program, for which we incurred the largest amount of expense, accounted for more than 40% but less than 50% of our total research and development expenses. A second development programs, XMet, accounted for more than 20% but less than 30% of our total research and development expenses and a third development program, NIAID, accounted for more than 10% but less than 20% of our total research and development expenses. All remaining development programs accounted for less than 10% of our total research and development expenses for the three and nine months ended September 30, 2013. For the three and nine months ended September 30, 2012, the gevokizumab program accounted for more than 40% but less than 50% of our total research and development expenses, NIAID accounted for more than 20% but less than 30% of our total research and development expenses, and XMet accounted for more than 10% but less than 20% of our total research and development expenses. All remaining development programs accounted for less than 10% of our total research and development expenses for the three and nine months ended September 30, 2012.

We expect our research and development spending in the remainder of 2013 to increase compared to 2012 levels due primarily to our ongoing global Phase 3 clinical program for gevokizumab for the NIU indications, under our license and collaboration agreement with Servier, and our ongoing Phase 2 proof-of-concept program.

Future research and development spending also may be impacted by potential new licensing or collaboration arrangements, as well as the termination of existing agreements. Beyond this, the scope and magnitude of future research and development expenses are difficult to predict at this time.

Selling, General and Administrative Expenses

Selling, general and administrative expenses include salaries and related personnel costs, facilities costs and professional fees. Selling, general and administrative expenses were $5.2 million and $13.4 million for the three and nine months ended September 30, 2013, respectively, compared with $4.7 million and $12.9 million for the same periods of 2012. The $0.5 million increase for the three months ended September 30, 2013, as compared to the same period of 2012, was due primarily to a $1.1 million increase in professional service fees, partially offset by a $0.4 million decrease in severance expense. The $0.5 million increase for the nine months ended September 30, 2013, as compared to the same period of 2012, was due primarily to a $0.7 million increase in stock-based compensation, partially offset by a $0.4 million decrease in severance expense.

Streamlining and Restructuring Charges

In January 2012, we implemented a streamlining of operations, which resulted in a restructuring plan designed to sharpen our focus on value-creating opportunities led by gevokizumab and its unique antibody discovery and development capabilities. The restructuring plan included a reduction of XOMA's personnel by 84 positions, or 34%, of which 52 were eliminated immediately and the remainder eliminated as of April 6, 2012. These staff reductions resulted primarily from our decision to utilize a contract manufacturing organization for Phase 3 and commercial antibody production and to eliminate internal research functions that are non-differentiating or that can be obtained cost effectively by contract service providers.

In connection with the streamlining of operations, we incurred restructuring charges in the first nine months of 2012 of $2.0 million related to severance, other termination benefits and outplacement services, $2.2 million related to the impairment and accelerated depreciation of various assets and leasehold improvements, and $0.7 million related to moving and other facility charges. In the first nine months of 2013, we have incurred $0.2 million in restructuring charges related to facility costs and do not expect to incur additional significant restructuring charges during the remainder of 2013 related to these streamlining activities.

Other Income (Expense)

Interest Expense

Interest expense and amortization of debt issuance costs and discounts are shown below for the three and nine months ended September 30, 2013 and 2012 (in thousands):

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2013	**2012**	**Increase (Decrease)**	**2013**	**2012**	**Increase (Decrease)**
Interest expense						
Servier loan	$ 547	$ 558	$ (11)	$ 1,600	$ 1,583	$ 17
GECC term loan	508	475	33	1,584	1,298	286
Novartis note	90	99	(9)	272	298	(26)
Other	14	12	2	39	32	7
Total interest expense	$ 1,159	$ 1,144	$ 15	$ 3,495	$ 3,211	$ 284

The increase in interest expense of $0.3 million for the nine months ended September 30, 2013, as compared to the same period of 2012 was due primarily to an increase in the principal of the GECC term loan, which was amended in September 2012.

Other Expense

Other expense primarily consisted of unrealized (losses) gains. The following table shows the activity in other expense for the three and nine months ended September 30, 2013 and 2012 (in thousands):

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2013	**2012**	**Increase (Decrease)**	**2013**	**2012**	**Increase (Decrease)**
Other expense:						
Unrealized foreign exchange (loss) gain (1)	$ (322)	$ (318)	$ (4)	$ (57)	$ 96	$ (153)
Unrealized gain (loss) on foreign exchange options	7	(110)	117	(184)	(721)	537
Other	183	8	175	333	83	250
Total other expense	$ (132)	$ (420)	$ 288	$ 92	$ (542)	$ 634

(1) Unrealized foreign exchange gain (loss) for the three and nine months ended September 30, 2013 and 2012 primarily relates tothe re-measurement of the €15 million Servier loan.

Revaluation of Contingent Warrant Liabilities

In March 2012, in connection with an underwritten offering, we issued five-year warrants to purchase 14,834,577 shares of XOMA's common stock at an exercise price of $1.76 per share. These warrants contain provisions that are contingent on the occurrence of a change in control, which would conditionally obligate us to repurchase the warrants for cash in an amount equal to their fair value using the Black-Scholes Option Pricing Model (the "Black-Scholes Model") on the date of such change in control. Due to these provisions, we are required to account for the warrants issued in March 2012 as a liability at fair value. In addition, the estimated liability related to the warrants is required to be revalued at each reporting period until the earlier of the exercise of the warrants, at which time the liability will be reclassified to stockholders' equity, or expiration of the warrants. At December 31, 2012, the fair value of the warrant liability was estimated to be $15.0 million using the Black-Scholes Model. We revalued the warrant liability at September 30, 2013 using the Black-Scholes Model and recorded the $25.7 million increase in the fair value as a loss in the revaluation of contingent warrant liabilities line of our condensed consolidated statements of comprehensive loss. We also reclassified $1.6 million from contingent warrant liabilities to equity on our condensed consolidated balance sheets due to the exercise of warrants. As of September 30, 2013, 13,673,183 of these warrants were outstanding and had a fair value of $39.1 million. This increase in liability is due primarily to the increase in the market value of our common stock at September 30, 2013 compared to December 31, 2012.

In February 2010, in connection with an underwritten offering, we issued five-year warrants to purchase 1,260,000 shares of XOMA's common stock at an exercise price of $10.50 per share. In June 2009, we issued warrants to certain institutional investors as part of a registered direct offering. These warrants represent the right to acquire an aggregate of up to 347,826 shares of XOMA's common stock over a five year period beginning December 11, 2009, at an exercise price of $19.50 per share. These warrants contain provisions that are contingent on the occurrence of a change in control, which would conditionally obligate us to repurchase the warrants for cash in an amount equal to their fair value using the Black-Scholes Model on the date of such change in control. Due to these provisions, we are required to account for the warrants issued in February 2010 and June 2009 as liabilities at fair value. As of September 30, 2013, all of these warrants were outstanding and had an aggregate fair value of approximately $0.1 million.

The following table provides a summary of the changes in fair value of contingent warrant liabilities for the nine months ended September 30, 2013 (in thousands):

Contingent warrant liabilities	**September 30, 2013**
Balance at December 31, 2012	15,001
Reclassification of contingent warrant liability to equity upon exercise of warrants	(1,585)
Net increase in fair value of contingent warrant liabilities upon revaluation	25,746
Balance at September 30, 2013	39,162

Income Taxes

We recognized $15,000 of income tax benefit relating to refundable credits for the three and nine months ended September 30, 2013, compared to $0.1 million during the same period of 2012.

Accounting Standards Codification Topic 740, Income Taxes ("ASC 740") provides for the recognition of deferred tax assets if realization of such assets is more likely than not. Based upon the weight of available evidence, which includes our historical operating performance and carry-back potential, we have determined that total deferred tax assets should be fully offset by a valuation allowance.

We do not expect the unrecognized tax benefits to change significantly over the next twelve months. We will recognize interest and penalties accrued on any unrecognized tax benefits as a component of income tax expense. As of September 30, 2013, we have not accrued interest or penalties related to uncertain tax positions.

Liquidity and Capital Resources

The following table summarizes our cash and cash equivalents, our working capital and our cash flow activities as of the end of, and for each of, the periods presented (in thousands):

	September 30, 2013	December 31, 2012	Change
Cash and cash equivalents	$ 73,988	$ 45,345	$ 28,643
Short-term investments	$ -	$ 39,987	$ (39,987)
Working Capital	$ 58,779	$ 72,004	$ (13,225)

	Nine Months Ended September 30, 2013	2012	Change
Net cash used in operating activities	$ (38,602)	$ (29,432)	$ (9,170)
Net cash provided by (used in) investing activities	38,931	(18,633)	57,564
Net cash provided by financing activities	28,314	41,920	(13,606)
Net increase in cash, cash equivalents and short-term investments	$ 28,643	$ (6,145)	$ 34,788

Working Capital

The decrease in working capital was due primarily to an $11.3 million decrease in cash, cash equivalents, and short-term investments and a $2.5 million reclassification of principal and accrued interest on our interest bearing obligations from long-term to short-term.

Cash Used in Operating Activities

Net cash used in operating activities was $38.6 million for the nine months ended September 30, 2013, compared with $29.4 million for the same period in 2012. Net cash used in operating activities was $9.2 million higher in the first nine months of 2013 due primarily to an increase in external manufacturing costs and spending on internal proprietary projects.

Cash Provided by (Used in) Investing Activities

Net cash provided by investing activities was $38.9 million for the nine months ended September 30, 2013, compared with net cash used in investing activities of $18.6 million for the same period of 2012. The $57.6 million change in cash provided by investing activities was due primarily to the maturity of $40.0 million in short-term investments during the first nine months of 2013 and the purchase of $17.0 million in short-term investments during the first nine months of 2012.

Cash Provided by Financing Activities

Net cash provided by financing activities was $28.3 million for the nine months ended September 30, 2013, compared with $41.9 million for the same period of 2012. Cash provided by financing activities in the first nine months of 2013 related to net proceeds received from the issuance of common stock of $29.4 million in the August 2013 public offering, $0.6 million of net proceeds received from employee stock purchases, and $0.4 million of net proceeds from the exercise of warrants. These net proceeds were partially offset by $2.1 million of principal payments on our loan with GECC. Cash provided by financing activities in the first nine months of 2012 related to net proceeds received from the issuance of common stock and warrants of $36.2 million in the March 2012 public offering, net proceeds of $3.2 million received from the issuance of common stock under the 2011 ATM Agreement, and net loan proceeds of $4.4 million received from GECC, partially offset by $2.1 million of principal payments on our loan with GECC.

Net proceeds received during the first nine months of 2013 and 2012 were used to continue development of our gevokizumab product candidate and for other working capital and general corporate purposes.

* * *

We have incurred significant operating losses and negative cash flows from operations since our inception. At September 30, 2013, we had cash and cash equivalents of $74.0 million. During the remainder of 2013, we expect to continue using our cash, cash equivalents and short-term investments to fund ongoing operations. Additional licensing, antibody discovery and development collaboration agreements, government funding and financing arrangements may positively impact our cash balances. Based on our cash reserves and anticipated spending levels, revenue from collaborations including the gevokizumab license and collaboration agreement with Servier, funding from the loan agreement with GECC, our March 2012, October 2012, and August 2013 public offerings, biodefense contracts and licensing transactions and other sources of funding that we believe to be available, we estimate we have sufficient cash resources to meet our anticipated net cash needs into 2015. Any significant revenue shortfalls, increases in planned spending on development programs or more rapid progress of development programs than anticipated, as well as the unavailability of anticipated sources of funding, could shorten this period. If adequate funds are not available, we will be required to delay, reduce the scope of, or eliminate one or more of our product development programs and further reduce personnel-related costs. Progress or setbacks by potentially competing products may also affect our ability to raise new funding on acceptable terms.

Critical Accounting Estimates

Critical accounting estimates are those that require significant judgment and/or estimates by management at the time that the financial statements are prepared such that materially different results might have been reported if other assumptions had been made. We consider certain accounting policies including, but not limited to, revenue recognition, research and development expense, long-lived assets, contingent warrant liabilities, derivative instruments and stock-based compensation to be critical policies. There have been no significant changes in our critical accounting estimates during the nine months ended September 30, 2013, as compared with those previously disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2012, filed with the SEC on March 12, 2013.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest Rate Risk

We are exposed to market risks in the ordinary course of our business. These risks primarily include risk related to interest rate sensitivities. Our market risks related to interest rate sensitivities at September 30, 2013, have not changed materially from those discussed in Item 7A of our Form 10-K for the year ended December 31, 2012 filed with the SEC.

Foreign Currency Risk

We hold debt, incur expenses, and may be owed milestones denominated in foreign currencies. The amount of debt owed, expenses incurred, or milestones owed to us will be impacted by fluctuations in these foreign currencies. When the U.S. Dollar weakens against foreign currencies, the U.S. Dollar value of the foreign-currency denominated debt, expense, and milestones increases, and when the U.S. Dollar strengthens against these currencies, the U.S. dollar value of the foreign-currency denominated debt, expense, and milestones decreases. Consequently, changes in exchange rates will affect the amount we are required to repay on our €15.0 million loan from Servier and may affect our results of operations. We estimate that a hypothetical 0.01 change in the Euro to USD exchange rate could increase or decrease our unrealized gains or losses by approximately $0.1 million.

Our loan from Servier was fully funded in January 2011, with the proceeds converting to approximately $19.5 million using the January 13, 2011 Euro to U.S. dollar exchange rate of 1.3020. At September 30, 2013, the €15.0 million outstanding principal balance under the Servier Loan Agreement would have equaled approximately $20.3 million using the September 30, 2013 Euro to USD exchange rate of 1.3520. In May 2011, in order to manage our foreign currency exposure relating to our principal and interest payments on our loan from Servier, we entered into two foreign exchange option contracts to buy €1.5 million and €15.0 million in January 2014 and January 2016, respectively. Upfront premiums paid on these foreign exchange option contracts totaled $1.5 million and they had an aggregate fair value of $0.3 million at September 30, 2013. Our use of derivative financial instruments represents risk management; we do not enter into derivative financial contracts for trading purposes.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Controls and Procedures

Under the supervision and with the participation of our management, including our Chief Executive Officer (our principal executive officer) and our Vice President, Finance, Chief Financial Officer and Secretary (our principal financial and principal accounting officer), we conducted an evaluation of our disclosure controls and procedures, as such term is defined under Rule 13a-15(e) promulgated under the Securities Exchange Act of 1934, as amended, as of the end of the period covered by this report. Based on this evaluation, our Chief Executive Officer and our Vice President, Finance, Chief Financial Officer and Secretary concluded that our disclosure controls and procedures are effective as of the end of the period covered by this report in timely alerting them to material information relating to us and our consolidated subsidiaries required to be included in our periodic SEC filings.

Changes in Internal Control

There have been no changes in our internal controls over financial reporting during our most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting.

PART II – OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

None.

ITEM 1A. RISK FACTORS

This Quarterly Report on Form 10-Q contains forward-looking information based on our current expectations. Because our actual results may differ materially from any forward-looking statements made by or on behalf of us, this section includes a discussion of important factors that could affect our actual future results, including, but not limited to, our revenues, expenses, operating results, cash flows, net loss and loss per share. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business operations. You should carefully consider these risk factors, together with all of the other information included in this Quarterly Report on Form 10-Q as well as our other publicly available filings with the U.S. Securities and Exchange Commission, or SEC.

We have marked with an asterisk (*) those risks described below that reflect substantive changes from, or additions to, the risks described in our Annual Report on Form 10-K for the year ended December 31, 2012.

Because our product candidates are still being developed, we will require substantial funds to continue; we cannot be certain that funds will be available, and if they are not available, we may have to take actions that could adversely affect the price of our common stock and may not be able to continue operations.*

We will need to commit substantial funds to continue development of our product candidates, and we may not be able to obtain sufficient funds on acceptable terms, or at all. If we raise additional funds by issuing equity securities, our stockholders will experience dilution. Any debt financing or additional equity that we raise may contain terms that are not favorable to our stockholders or us. If we raise additional funds through collaboration and licensing arrangements with third parties, we may be required to relinquish some rights to our technologies or our product candidates, grant licenses on terms that are not favorable to us or enter into a collaboration arrangement for a product candidate at an earlier stage of development or for a lesser amount than we might otherwise choose.

Additional funds may not be available when we need them on terms that are acceptable to us, or at all. If adequate funds are not available on a timely basis, we may:

- terminate or delay clinical trials for one or more of our product candidates;
- further reduce our headcount and capital or operating expenditures; or
- curtail our spending on protecting our intellectual property.

We finance our operations primarily through our multiple revenue streams resulting from discovery and development collaborations, biodefense contracts, the licensing of our antibody technologies, and through sales of our common stock. In August 2010, we sold our royalty interest in CIMZIA® for gross proceeds of $4.0 million, including royalty revenue from the second quarter of 2010. As a result, we no longer have a royalty interest in CIMZIA. We received revenue from this royalty interest of $0.5 million in 2010.

Based on our cash and cash equivalents of $74.0 million at September 30, 2013, anticipated spending levels, anticipated cash inflows from collaborations, biodefense contracts and licensing transactions, funding availability including under our loan agreements, the proceeds from our recent public offering and other sources of funding that will we believe to be available, we believe we have sufficient cash resources to meet our anticipated net cash needs into 2015. Any significant revenue shortfalls, increases in planned spending on development programs, more rapid progress of development programs than anticipated, or the initiation of new clinical trials, as well as the unavailability of anticipated sources of funding, could shorten this period or otherwise have a material adverse impact on our ability to finance our continued operations. If adequate funds are not available, we will be required to delay, reduce the scope of, or eliminate one or more of our product development programs and further reduce personnel-related costs. Progress or setbacks by potentially competing products also may affect our ability to raise new funding on acceptable terms. As a result, we do not know when or whether:

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

Because all of our product candidates still are being developed, we have sustained losses in the past, and we expect to sustain losses in the future.*

We have experienced significant losses, and as of September 30, 2013, we had an accumulated deficit of $1,029 million.

For the three and nine months ended September 30, 2013, we had net losses of approximately $29.6 million, or $0.34 per share of common stock (basic and diluted) and $71.8 million, or $0.85 per share of common stock (basic and diluted), respectively. For the three and nine months ended September 30, 2012, we had net losses of approximately $26.9 million, or $0.39 per share of common stock (basic and diluted) and $73.4 million, or $1.22 per share of common stock (basic and diluted), respectively.

Our ability to achieve profitability is dependent in large part on the success of our development programs, obtaining regulatory approval for our product candidates and licensing certain of our preclinical compounds, all of which are uncertain. Our ability to fund our ongoing operations is dependent on the foregoing factors and on our ability to secure additional funds. Because our product candidates are still being developed, we do not know whether we will ever achieve sustained profitability or whether cash flow from future operations will be sufficient to meet our needs.

We are substantially dependent on Servier for the development and commercialization of gevokizumab and for other aspects of our business, and if we are unable to maintain our relationship with Servier, or Servier does not perform under our development and commercialization agreements with Servier, our business would be harmed significantly.

We have a number of agreements with Servier that are material to the conduct of our business, including:

- In December 2010, we entered into a license and collaboration agreement with Servier, to jointly develop and commercialize gevokizumab in multiple indications. Under the terms of the agreement, Servier has worldwide rights to cardiovascular disease and diabetes indications and rights outside the United States and Japan to all other indications, including Behçet's uveitis and other inflammatory and oncology indications. In late 2011, we announced Servier agreed to include the NIU Phase 3 trials under the terms of the collaboration agreement for Behçet's uveitis. We retain development and commercialization rights for NIU and other inflammatory disease and oncology indications in the United States and Japan and have an option to reacquire rights to cardiovascular disease and diabetes indications from Servier in these territories. Should we exercise this option, we will be required to pay an option fee to Servier and partially reimburse a specified portion of Servier's incurred development expenses. The agreement contains mutual customary termination rights relating to matters such as material breach by either party. Servier may terminate for safety issues, and we may terminate the agreement, with respect to a particular country or the European Patent Organization ("EPO") member states, for any challenge to our patent rights in that country or any EPO member state, respectively, by Servier. Servier also has a unilateral right to terminate the agreement for the European Union ("EU") or for non-EU countries, on a country-by-country basis, or in its entirety, in each case with six months' notice.

- In December 2010, we entered into a loan agreement with Servier (the "Servier Loan Agreement"), which provides for an advance of up to €15.0 million and was funded fully in January 2011 with the proceeds converting to approximately $19.5 million at the January 13, 2011, Euro-to-U.S.-dollar exchange rate of 1.3020. This loan is secured by an interest in our intellectual property rights to all gevokizumab indications worldwide, excluding the United States and Japan. The loan has a final maturity date in 2016; however, after a specified period prior to final maturity, the loan is required to be repaid (1) at Servier's option, by applying up to a significant percentage of any milestone or royalty payments owed by Servier under our collaboration agreement and (2) using a significant percentage of any upfront, milestone or royalty payments we receive from any third-party collaboration or development partner for rights to gevokizumab in the United States and/or Japan. In addition, the loan becomes immediately due and payable upon certain customary events of default. At September 30, 2013, the €15.0 million outstanding principal balance under this Servier Loan Agreement would have equaled approximately $20.3 million using the September 30, 2013 Euro-to-U.S.-dollar exchange rate of 1.352.

Because Servier is an independent third party, it may be subject to different risks than we are and has significant discretion in, and different criteria for, determining the efforts and resources it will apply related to its agreements with us. Even though we have a collaborative relationship with Servier, our relationship could deteriorate or other circumstances may prevent our relationship with Servier from resulting in successful development of marketable products. If we are not able to maintain our working relationship with Servier, or if Servier does not perform under our agreements with Servier, our ability to develop and commercialize gevokizumab would be materially and adversely affected.

We have received negative results from certain of our clinical trials, and we face uncertain results of other clinical trials of our product candidates.

Drug development has inherent risk, and we are required to demonstrate through adequate and well-controlled clinical trials that our product candidates are effective, with a favorable benefit-risk profile for use in their target profiles before we can seek regulatory approvals for their commercial use. It is possible we may never receive regulatory approval for any of our product candidates. Even if a product candidate receives regulatory approval, the resulting product may not gain market acceptance among physicians, patients, healthcare payors and the medical community. In March 2011, we announced our 421-patient Phase 2b trial of gevokizumab in Type 2 diabetes did not achieve the primary endpoint of reduction in hemoglobin A1c (“HbA1c”) after six monthly treatments with gevokizumab compared to placebo. In June 2011, we announced top-line trial results from our six-month 74-patient Phase 2a trial of gevokizumab in Type 2 diabetes, and there were no differences in glycemic control between the drug and placebo groups as measured by HbA1c levels.

Many of our product candidates, including gevokizumab, XMet and XOMA 3AB, require significant additional research and development, extensive preclinical studies and clinical trials and regulatory approval prior to any commercial sales. This process is lengthy and expensive, often taking a number of years. As clinical results frequently are 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:

- our future filings will be delayed;
- our preclinical and clinical studies will be successful;
- we will be successful in generating viable product candidates to targets;
- we will be able to provide necessary additional data;
- results of future clinical trials will justify further development; or
- we ultimately will achieve regulatory approval for any of these product candidates.

The timing of the commencement, continuation and completion of clinical trials may be subject to significant delays relating to various causes, including completion of preclinical testing and earlier-stage clinical trials in a timely manner, engaging contract research organizations and other service providers, scheduling conflicts with participating clinicians and clinical institutions, difficulties in identifying and enrolling patients who meet trial eligibility criteria and shortages of available drug supply. Patient enrollment is a function of many factors, including the size of the patient population, the proximity of patients to clinical sites, the eligibility criteria for the trial, the existence of competing clinical trials and the availability of alternative or new treatments. Regardless of the initial size or relative complexity of a clinical trial, the costs of such trial may be higher than expected due to increases in duration or size of the trial, changes in the protocol pursuant to which the trial is being conducted, additional or special requirements of one or more of the healthcare centers where the trial is being conducted, or changes in the regulatory requirements applicable to the trial or in the standards or guidelines for approval of the product candidate being tested or for other unforeseen reasons. In addition, we conduct clinical trials in foreign countries, which may subject us to further delays and expenses as a result of increased drug shipment costs, additional regulatory requirements and the engagement of foreign clinical research organizations, as well as expose us to risks associated with foreign currency transactions insofar as we might desire to use U.S. Dollars to make contract payments denominated in the foreign currency where the trial is being conducted.

All of our product candidates are prone to the risks of failure inherent in drug development. Preclinical studies may not yield results that satisfactorily support the filing of an Investigational New Drug application ("IND") (or a foreign equivalent) with respect to our product candidates. Even if these applications would be or have been filed with respect to our product candidates, the results of preclinical studies do not necessarily predict the results of clinical trials. Similarly, early stage clinical trials in healthy volunteers do not predict the results of later-stage clinical trials, including the safety and efficacy profiles of any particular product candidates. In addition, there can be no assurance the design of our clinical trials is focused on appropriate indications, patient populations, dosing regimens or other variables that will result in obtaining the desired efficacy data to support regulatory approval to commercialize the drug. Preclinical and clinical data can be interpreted in different ways. Accordingly, FDA officials or officials from foreign regulatory authorities could interpret the data differently than we or our collaboration or development partners do, which could delay, limit or prevent regulatory approval.

Administering any of our products or potential products may produce undesirable side effects, also known as adverse effects. Toxicities and adverse effects that we have observed in preclinical studies for some compounds in a particular research and development program may occur in preclinical studies or clinical trials of other compounds from the same program. Such toxicities or adverse effects could delay or prevent the filing of an IND (or a foreign equivalent) with respect to such products or potential products or cause us to cease clinical trials with respect to any drug candidate. In clinical trials, administering any of our products or product candidates to humans may produce adverse effects. These adverse effects could interrupt, delay or halt clinical trials of our products and product candidates and could result in the FDA or other regulatory authorities denying approval of our products or product candidates for any or all targeted indications. The FDA, other regulatory authorities, our collaboration or development partners or we may suspend or terminate clinical trials at any time. Even if one or more of our product candidates were approved for sale, the occurrence of even a limited number of toxicities or adverse effects when used in large populations may cause the FDA to impose restrictions on, or stop, the further marketing of such drugs. Indications of potential adverse effects or toxicities that may occur in clinical trials and that we believe are not significant during the course of such clinical trials may actually turn out later to constitute serious adverse effects or toxicities when a drug has been used in large populations or for extended periods of time. Any failure or significant delay in completing preclinical studies or clinical trials for our product candidates, or in receiving and maintaining regulatory approval for the sale of any drugs resulting from our product candidates, may severely harm our reputation and business.

If our therapeutic product candidates do not receive regulatory approval, neither our third-party collaborators, our contract manufacturers nor we will be able to manufacture and market them.

Our product candidates (including gevokizumab, XMetA, XMetD, XMetS, and XOMA 3AB) cannot be manufactured and marketed in the United States or any other countries without required regulatory approvals. The United States government and governments of other countries extensively regulate many aspects of our product candidates, including:

- clinical development and testing;
- manufacturing;
- labeling;
- storage;
- record keeping;
- promotion and marketing; and
- importing and exporting.

In the United States, the FDA 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 many of our product candidates (including gevokizumab, XMetA, XMetD, XMetS and XOMA 3AB) will be regulated by the FDA as biologics and some of our product candidates will be regulated by the FDA as drugs. Initiation of clinical trials requires approval by health authorities. Clinical trials involve the administration of the investigational new drug to healthy volunteers or to patients under the supervision of a qualified principal investigator. Clinical trials must be conducted in accordance with FDA and International Conference on Harmonisation of Technical Requirements for Registration of Pharmaceuticals for Human Use Good Clinical Practices and the European Clinical Trials Directive under protocols that detail the objectives of the study, the parameters to be used to monitor safety and the efficacy criteria to be evaluated. Other national, foreign and local regulations also may apply. The developer of the drug must provide information relating to the characterization and controls of the product before administration to the patients participating in the clinical trials. This requires developing approved assays of the product to test before administration to the patient and during the conduct of the trial. In addition, developers of pharmaceutical products must provide periodic data regarding clinical trials to the FDA and other health authorities, and these health authorities may issue a clinical hold upon a trial if they do not believe, or cannot confirm, that the trial can be conducted without unreasonable risk to the trial participants. We cannot assure you that U.S. and foreign health authorities will not issue a clinical hold with respect to any of our clinical trials in the future.

The results of the preclinical studies and clinical testing, together with chemistry, manufacturing and controls information, are submitted to the FDA and other health authorities in the form of an NDA for a drug, and in the form of a Biologic License Application ("BLA") for a biological product, requesting approval to commence commercial sales. In responding to an NDA or BLA, the FDA or foreign health authorities may grant marketing approvals, request additional information or further research, or deny the application if it determines the application does not satisfy its regulatory approval criteria. Regulatory approval of an NDA, BLA, or supplement never is guaranteed, the approval process can take several years, is extremely expensive and can vary substantially based upon the type, complexity, and novelty of the products involved, as well as the target indications. FDA regulations and policies permit applicants to request accelerated or priority review pathways for products intended to treat certain serious or life-threatening illnesses in certain circumstances. If granted by the FDA, these review pathways can provide a shortened timeline to commercialize the product, although the shortened review timeline is often accompanied with additional post-market requirements. Although we may pursue the FDA's accelerated or priority review programs, we cannot guarantee the FDA will permit us to utilize these pathways or the FDA's review of our application will not be delayed. Moreover, even if the FDA agrees to an accelerated or priority review of any of our applications, we may not ultimately be able to obtain approval of our application in a timely fashion or at all. The FDA and foreign health authorities have substantial discretion in the drug and biologics approval processes. Despite the time and expense incurred, failure can occur at any stage, and we could encounter problems that cause us to abandon clinical trials or to repeat or perform additional preclinical, clinical or manufacturing-related studies.

Changes in the regulatory approval policy during the development period, changes in, or the enactment of additional regulations or statutes, or changes in regulatory review for each submitted product application may cause delays in the approval or rejection of an application. State regulations may also affect our proposed products.

The FDA and other regulatory agencies have 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 or other regulatory agencies will be satisfied with our or our collaborators' submissions or whether the FDA or other regulatory agencies will raise questions that may be material and delay or preclude product approval or manufacturing facility approval. In light of this discretion and the complexities of the scientific, medical and regulatory environment, our interpretation or understanding of the FDA's or other regulatory agencies' requirements, guidelines or expectations may prove incorrect, which also could delay further or increase the cost of the approval process. As we accumulate additional clinical data, we will submit it to the FDA and other regulatory agencies, as appropriate, and such data may have a material impact on the approval process.

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

We rely on third parties to provide services in connection with our product candidate development and manufacturing programs. The inadequate performance by or loss of any of these service providers could affect our product candidate development.

Several third parties provide services in connection with our preclinical and clinical development programs, including *in vitro* and *in vivo* studies, assay and reagent development, immunohistochemistry, toxicology, pharmacokinetics, clinical trial support, manufacturing and other outsourced activities. If these service providers do not adequately perform the services for which we have contracted or cease to continue operations and we are not able to find a replacement provider quickly or we lose information or items associated with our product candidates, our development programs may be delayed.

We may not obtain orphan drug exclusivity, or we may not receive the full benefit of orphan drug exclusivity even if we obtain such exclusivity.

The FDA has awarded orphan drug status to gevokizumab for the treatment of non-infectious, intermediate, posterior or pan uveitis, and chronic non-infectious anterior uveitis and Behçet's uveitis. Under the Orphan Drug Act, the first company to receive FDA approval for gevokizumab for the designated orphan drug indication will obtain seven years of marketing exclusivity, during which time the FDA may not approve another company's application for gevokizumab for the same orphan indication. Even though we have obtained orphan drug designation for certain indications for gevokizumab and even if we obtain orphan drug designation for our future product candidates or other indications, due to the uncertainties associated with developing pharmaceutical products, we may not be the first to obtain marketing approval for any particular orphan indication, or we may not obtain approval for an indication for which we have obtained orphan drug designation. Further, even if we obtain orphan drug exclusivity for a product, that exclusivity may not protect the product effectively from competition because different drugs can be approved for the same condition. Even after an orphan drug is approved, the FDA can subsequently approve the same drug for the same condition if the FDA concludes that the later drug is safer, more effective or makes a major contribution to patient care. Orphan drug designation neither shortens the development time or regulatory review time of a drug, nor gives the drug any advantage in the regulatory review or approval process.

Even after FDA approval, a product may be subject to additional testing or significant marketing restrictions, its approval may be withdrawn or it may be removed voluntarily from the market.

Even if we receive regulatory approval for our product candidates, we will be subject to ongoing regulatory oversight and review by the FDA and other regulatory entities. The FDA, the European Commission or another regulatory agency may impose, as a condition of the approval, ongoing requirements for post-approval studies or post-approval obligations, including additional research and development and clinical trials, and the FDA, European Commission or other regulatory agency subsequently may withdraw approval based on these additional trials. As the current holder of the ACEON® NDA, we are required to submit annual reports to the FDA and are responsible for pharmacovigilance activities related to the product.

Even for approved products, the FDA, European Commission or other regulatory agency may impose significant restrictions on the indicated uses, conditions for use, labeling, advertising, promotion, marketing and/or production of such product. In addition, the labeling, packaging, adverse event reporting, storage, advertising, promotion and record-keeping for our products are subject to extensive regulatory requirements.

Furthermore, a marketing approval of a product may be withdrawn by the FDA, the European Commission or another regulatory agency or such a product may be withdrawn voluntarily by the company marketing it based, for example, on subsequently arising safety concerns. In February 2009, the European Medicines Agency ("EMA") announced it had recommended suspension of the marketing authorization of RAPTIVA® in the EU and its Committee for Medicinal Products for Human Use ("CHMP") had concluded the benefits of RAPTIVA no longer outweigh its risks because of safety concerns, including the occurrence of progressive multifocal leukoencephalopathy ("PML") in patients taking the medicine. In the second quarter of 2009, Genentech announced and carried out a phased voluntary withdrawal of RAPTIVA from the U.S. market, based on the association of RAPTIVA with an increased risk of PML. We had participated in the development of RAPTIVA.

The FDA, European Commission and other agencies also may impose various civil or criminal sanctions for failure to comply with regulatory requirements, including withdrawal of product approval.

We may issue additional equity securities and thereby materially and adversely affect the price of our common stock.*

We are authorized to issue, without stockholder approval, 1,000,000 shares of preferred stock, of which none were issued and outstanding as of November 5, 2013, which may give other stockholders dividend, conversion, voting, and liquidation rights, among other rights, which may be superior to the rights of holders of our common stock. In April 2011, the 2,959 Series B convertible preference shares previously issued to Genentech were converted by Genentech into 254,560 shares of common stock. In addition, we are authorized to issue, generally without stockholder approval, up to 138,666,666 shares of common stock, of which 93,077,887 were issued and outstanding as of November 5, 2013. If we issue additional equity securities, the price of our common stock may be materially and adversely affected.

On February 4, 2011, we entered into an At Market Issuance Sales Agreement (the "2011 ATM Agreement") with McNicoll, Lewis & Vlak LLC (now known as MLV & Co. LLC, "MLV"), under which we may sell shares of our common stock from time to time through MLV, as our agent for the offer and sale of the shares, in an aggregate amount not to exceed the amount that can be sold under our Registration Statement on Form S-3 (File No. 333-172197) filed with the SEC on February 11, 2011, and amended on March 10, 2011, June 3, 2011, and January 3, 2012, which was most recently declared effective by the SEC on January 17, 2012. MLV may sell the shares by any method permitted by law deemed to be an "at the market" offering as defined in Rule 415 of the Securities Act, including without limitation sales made directly on The NASDAQ Global Market, on any other existing trading market for our common stock or to or through a market maker. MLV also may sell the shares in privately negotiated transactions, subject to our prior approval. From the inception of the 2011 ATM Agreement through November 5, 2013, we sold a total of 7,572,327 shares of common stock under this agreement for aggregate gross proceeds of $14.6 million.

On March 9, 2012, we completed an underwritten public offering of 29,669,154 shares of our common stock, and accompanying warrants to purchase one half of a share of common stock for each share purchased, at a public offering price of $1.32 per share. Total gross proceeds from the offering were approximately $39.2 million, before deducting underwriting discounts and commissions and estimated offering expenses totaling approximately $3.0 million. The warrants, which represent the right to acquire an aggregate of up to 14,834,577 shares of common stock, are exercisable immediately and have a five-year term and an exercise price of $1.76 per share. As of November 5, 2013, 13,313,335 of these warrants were outstanding.

On October 29, 2012, we completed an underwritten public offering of 13,333,333 shares of our common stock, at a public offering price of $3.00 per shareIn addition, we granted the underwriters a 30-day option to purchase up to an additional 1,999,999 shares of common stock on the same terms and conditions, solely to cover over-allotments, which option was not exercised within the 30-day option period. Total gross proceeds from the offering were approximately $40.0 million, before deducting underwriting discounts and commissions and estimated offering expenses totaling approximately $3.0 million.

On August 23, 2013, we completed an underwritten public offering of 8,736,187 shares of our common stock, including 1,139,502 shares of our common stock that were issued upon the exercise of the underwriters' 30-day over-allotment option to purchase additional shares, at a public offering price of $3.62 per share. Total gross proceeds from the offering were approximately $31.6 million, before deducting underwriting discounts and commissions and estimated offering expenses totaling approximately $2.2 million.

In addition, funding from collaboration partners and others has in the past and may in the future involve issuance by us of our shares of common stock. We cannot be certain how the purchase price of such shares, the relevant market price or premium, if any, will be determined or when such determinations will be made. Any such issuance could result in dilution in the value of our issued and outstanding shares.

The financial terms of future collaborative or licensing arrangements could result in dilution of our share value.

Funding from collaboration partners and others has in the past and may in the future involve issuance by us of our shares. We cannot be certain how the purchase price of such shares, the relevant market price or premium, if any, will be determined or when such determinations will be made. Any such issuance could result in dilution in the value of our issued and outstanding shares.

Our share price may be volatile and there may not be an active trading market for our common stock.*

There can be no assurance the market price of our common stock will not decline below its present market price or there will be an active trading market for our common stock. The market prices of biotechnology companies have been and are likely to continue to be highly volatile. Fluctuations in our operating results and general market conditions for biotechnology stocks could have a significant impact on the volatility of our common stock price. We have experienced significant volatility in the price of our common stock. From January 1, 2013, through November 5, 2013, the share price of our common stock has ranged from a high of $5.54 to a low of $2.43. Factors contributing to such volatility include, but are not limited to:

- results of preclinical studies and clinical trials;
- the pace of enrollment in our clinical trials
- information relating to the safety or efficacy of products or product candidates;
- developments regarding regulatory filings;
- announcements of new collaborations;
- failure to enter into collaborations;
- developments in existing collaborations;

- our funding requirements and the terms of our financing arrangements;
- technological innovations or new indications for our therapeutic products and product candidates;
- introduction of new products or technologies by us or our competitors;
- sales and estimated or forecasted sales of products for which we receive royalties, if any;
- government regulations;
- developments in patent or other proprietary rights;
- the number of shares issued and outstanding;
- the number of shares trading on an average trading day;
- announcements regarding other participants in the biotechnology and pharmaceutical industries; and
- market speculation regarding any of the foregoing.

If we are unable to continue to meet the requirements for continued listing on The NASDAQ Global Market, then we may be de-listed. In March 2010, we received a Staff Determination letter from The NASDAQ Stock Market LLC ("NASDAQ") indicating we had not regained compliance with the minimum $1.00 per share requirement for continued inclusion on The NASDAQ Global Market, pursuant to NASDAQ Listing Rule 5450(a)(1). On August 18, 2010, we effected a reverse split of our common stock to regain compliance.

We may not be successful in commercializing our products, which could affect our development efforts.

We began commercializing our first product, ACEON, in January 2012, and we have limited experience in the sales, marketing and distribution of pharmaceutical products. There can be no assurance we will be able to maintain the arrangements we have with third-party suppliers, distributors and other service providers that are necessary for us to perform these activities or our efforts will be successful. Maintaining or expanding these arrangements, or developing our own capabilities, may divert attention and resources from or otherwise negatively affect our development programs.

We are subject to various state and federal healthcare related laws and regulations that may impact the commercialization of ACEON or our product candidates and could subject us to significant fines and penalties.

Our operations may be directly or indirectly subject to various state and federal healthcare laws, including, without limitation, the federal Anti-Kickback Statute, the federal False Claims Act and HIPAA/HITECH. These laws may impact, among other things, the commercial operations for ACEON or any of our product candidates that may be approved for commercial sale.

The federal Anti-Kickback Statute prohibits persons from knowingly and willfully soliciting, offering, receiving or providing remuneration, directly or indirectly, in exchange for or to induce either the referral of an individual, or the furnishing or arranging for a good or service, for which payment may be made under a federal healthcare program, such as the Medicare and Medicaid programs. Several courts have interpreted the statute's intent requirement to mean that if any one purpose of an arrangement involving remuneration is to induce referrals of federal healthcare covered business, the statute has been violated. The Anti-Kickback Statute is broad and prohibits many arrangements and practices that are lawful in businesses outside of the healthcare industry. Penalties for violations of the federal Anti-Kickback Statute include criminal penalties and civil sanctions such as fines, penalties, imprisonment and possible exclusion from Medicare, Medicaid and other federal healthcare programs. Many states also have adopted laws similar to the federal Anti-Kickback Statute, some of which apply to the referral of patients for healthcare items or services reimbursed by any source, not only the Medicare and Medicaid programs. The Physician Payments Sunshine Act also has several state equivalents, which require, and under which the Federal government will require in 2013, disclosure of payments or other transfers of value we make to physicians.

The federal False Claims Act prohibits persons from knowingly filing, or causing to be filed, a false claim to, or the knowing use of false statements to obtain payment from the federal government. Suits filed under the False Claims Act, known as "qui tam" actions, can be brought by any individual on behalf of the government and such individuals, commonly known as "whistleblowers", may share in any amounts paid by the entity to the government in fines or settlement. The filing of qui tam actions has caused a number of pharmaceutical, medical device and other healthcare companies to have to defend a False Claims Act action. When an entity is determined to have violated the False Claims Act, it may be required to pay up to three times the actual damages sustained by the government, plus civil penalties for each separate false claim. Various states also have enacted laws modeled after the federal False Claims Act.

The Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), created new federal criminal statutes that prohibit executing a scheme to defraud any healthcare benefit program and making false statements relating to healthcare matters and was amended by the Health Information Technology and Clinical Health Act ("HITECH"), and its implementing regulations, which imposes certain requirements relating to the privacy, security and transmission of individually identifiable health information. We take our obligation to maintain our compliance with these various laws and regulations seriously. If we are found to be in violation of any of the laws and regulations described above or other applicable state and federal healthcare fraud and abuse laws, we may be subject to penalties, including civil and criminal penalties, damages, fines, exclusion from government healthcare reimbursement programs and the curtailment or restructuring of our operations, all of which could have a material adverse effect on our business and results of operations.

Certain of our technologies are in-licensed from third parties, so our capabilities using them are restricted and subject to additional risks.

We license technologies from third parties. These technologies include but are not limited to phage display technologies licensed to us in connection with our bacterial cell expression technology licensing program. However, our use of these technologies is limited by certain contractual provisions in the licenses relating to them, and although we have obtained numerous licenses, intellectual property rights in the area of phage display are particularly complex. If the owners of the patent rights underlying the technologies that we license do not properly maintain or enforce those patents, our competitive position and business prospects could be harmed. Our success will depend in part on the ability of our licensors to obtain, maintain and enforce our in-licensed intellectual property. Our licensors may not be successful in prosecuting the patent applications to which we have licenses, or our licensors may fail to maintain existing patents. They may determine not to pursue litigation against other companies that are infringing these patents, or they may pursue such litigation less aggressively than we would. Our licensors also may seek to terminate our license, which could cause us to lose the right to use the licensed intellectual property and adversely affect our ability to commercialize our technologies, products or services.

We do not know whether there will be, or will continue to be, a viable market for the products in which we have an ownership or royalty interest.

Even if products in which we have an interest receive approval in the future, they may not be accepted in the marketplace. In addition, we or our collaborators or licensees may experience difficulties in launching new products, many of which are novel and based on technologies that are unfamiliar to the healthcare community. We have no assurance healthcare providers and patients will accept such products, if developed. 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) or if no biologically derived products are currently in widespread use in that indication. Similarly, physicians may not accept a product if they believe other products to be more effective or more cost effective or are more comfortable prescribing other products.

Safety concerns also may arise in the course of on-going clinical trials or patient treatment as a result of adverse events or reactions. For example, in February 2009, the EMA announced it had recommended suspension of the marketing authorization of RAPTIVA in the EU and EMD Serono Inc., the company that marketed RAPTIVA in Canada ("EMD Serono") announced that in consultation with Health Canada, the Canadian health authority ("Health Canada"), it would suspend marketing of RAPTIVA in Canada. In March 2009, Merck Serono Australia Pty Ltd, the company that marketed RAPTIVA in Australia ("Merck Serono Australia"), following a recommendation from the Therapeutic Goods Administration, the Australian health authority ("TGA"), announced it was withdrawing RAPTIVA from the Australian market. In the second quarter of 2009, Genentech announced and carried out a phased voluntary withdrawal of RAPTIVA from the U.S. market, based on the association of RAPTIVA with an increased risk of PML, and sales of the product ceased.

Furthermore, government agencies, as well as private organizations involved in healthcare, from time to time publish guidelines or recommendations to healthcare providers and patients. Such guidelines or recommendations can be very influential and may adversely affect product usage directly (for example, by recommending a decreased dosage of a product in conjunction with a concomitant therapy or a government entity withdrawing its recommendation to screen blood donations for certain viruses) or indirectly (for example, by recommending a competitive product over our product). Consequently, we do not know if physicians or patients will adopt or use our products for their approved indications.

Even approved and marketed products are subject to risks relating to changes in the market for such products. Introduction or increased availability of generic versions of products can alter the market acceptance of branded products, such as ACEON. In addition, unforeseen safety issues may arise at any time, regardless of the length of time a product has been on the market.

Our third-party collaborators, licensees, suppliers or contractors may not have adequate manufacturing capacity sufficient to meet market demand.

Upon approval of any of our product candidates or in the event of increased demand for marketed products, we do not know whether the capacity of the manufacturing facilities of our existing or future third-party collaborators, licensees, suppliers or contractors will be available or can be increased to produce sufficient quantities of our products to meet market demand. Also, if we or our third-party collaborators, licensees, suppliers or contractors need additional manufacturing facilities to meet market demand, we cannot predict that we will successfully 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.

In addition to our agreements with Servier, our agreements with other third parties, many of which are significant to our business, expose us to numerous risks.

Our financial resources and our marketing experience and expertise are limited. Consequently, our ability to develop products successfully depends, to a large extent, upon securing the financial resources and/or marketing capabilities of third parties other than Servier. For example:

- In March 2004, we announced we had agreed to collaborate with Chiron Corporation (now Novartis) for the development and commercialization of antibody products for the treatment of cancer. In April 2005, we announced the initiation of clinical testing of the first product candidate out of the collaboration, HCD122, an anti-CD40 antibody, in patients with advanced chronic lymphocytic leukemia. In October 2005, we announced the initiation of the second clinical trial of HCD122 in patients with multiple myeloma. In November 2008, we announced the restructuring of this product development collaboration, which involved six development programs including the ongoing HCD122 and LFA102 programs. In exchange for cash and debt reduction on our existing loan facility with Novartis, Novartis has control over the HCD122 and LFA102 programs, as well as the right to expand the development of these programs into additional indications outside of oncology.

- In March 2005, we entered into a contract with the National Institute of Allergy and Infectious Diseases ("NIAID") to produce three monoclonal antibodies designed to protect U.S. citizens against the harmful effects of botulinum neurotoxin used in bioterrorism. In July 2006, we entered into an additional contract with NIAID for the development of an appropriate formulation for human administration of these three antibodies in a single injection. In September 2008, we announced we had been awarded an additional contract with NIAID to support our on-going development of drug candidates toward clinical trials in the treatment of botulism poisoning. In October 2011, we announced we had been awarded an additional contract with NIAID to develop broad-spectrum antitoxins for the treatment of human botulism poisoning.

- In December 2011, we entered into a loan agreement with GECC (the "GECC Loan Agreement"), under which GECC agreed to make a term loan in an aggregate principal amount of $10 million to XOMA (US) LLC, our wholly owned subsidiary, and upon execution of the GECC Loan Agreement, GECC funded the term loan. The term loan is guaranteed by us and our two other principal subsidiaries, XOMA Ireland Limited and XOMA Technology Ltd. As security for our obligations under the GECC Loan Agreement, we, XOMA (US) LLC, XOMA Ireland Limited and XOMA Technology Ltd. each granted a security interest pursuant to a guaranty, pledge and security agreement in substantially all of our existing and after-acquired assets, excluding our intellectual property assets (such as those relating to our gevokizumab and anti-botulism products). We were required to repay the principal amount of the Term Loan over a period of 42 installments of principal and accrued interest, but we amended the GECC Loan Agreement on September 27, 2012, as described below. The GECC Loan Agreement contains customary representations and warranties and customary affirmative and negative covenants, including restrictions on the ability to incur indebtedness, grant liens, make investments, dispose of assets, enter into transactions with affiliates and amend existing material agreements, in each case subject to various exceptions. In addition, the GECC Loan Agreement contains customary events of default that entitle GECC to cause any or all of the indebtedness under the GECC Loan Agreement to become immediately due and payable. The events of default include any event of default under a material agreement or certain other indebtedness. We may prepay the term loan in full voluntarily, but not in part, and any voluntary and certain mandatory prepayments are subject to a prepayment premium of 3% in the first year of the loan, 2% in the second year and 1% thereafter, with certain exceptions. We also will be required to pay the final payment fee in connection with any voluntary or mandatory prepayment. Pursuant to the GECC Loan Agreement, we issued to GECC unregistered stock purchase warrants, which entitle GECC to purchase up to an aggregate of 263,158 unregistered shares of XOMA common stock at an exercise price equal to $1.14 per share, are exercisable immediately and expire on December 30, 2016.

- On September 27, 2012, we entered into an amendment to the GECC Loan Agreement providing for an additional term loan in the amount of $4.6 million and an interest-only monthly repayment period with respect to the aggregate loan obligation of $12.5 million outstanding following the effective date of the amendment through March 1, 2013, at a stated interest rate of 10.9% per annum. Thereafter, we are obligated to make monthly principal payments of $0.3 million, plus accrued interest, at a stated interest rate of 10.9% per annum, over a 27-month period commencing on April 1, 2013, and through June 15, 2015, at which time the remaining outstanding principal amount of $3.1 million, plus accrued interest, shall be due. A final payment fee in the amount of $0.9 million is payable on the date upon which the outstanding principal amount is required to be repaid in full. Any mandatory or voluntary prepayment of the $12.5 million will accelerate the due date of the final payment fee and trigger a prepayment penalty equal to 3% of the outstanding principal amount being prepaid if prepaid on or before September 27, 2013, 2% if prepaid on or before September 27, 2014, and 1% if prepaid after September 27, 2014, but prior to the maturity date. In connection with the amendment, on September 27, 2012, we issued GE a warrant to purchase up to 39,346 shares of our common stock, which warrant is exercisable immediately, has a five-year term and has an exercise price of $3.54 per share.

- We have licensed our bacterial cell expression technology, an enabling technology used to discover and screen, as well as develop and manufacture, recombinant antibodies and other proteins for commercial purposes, to over 60 companies. As of November 5, 2013, we were aware of two antibody products manufactured using this technology that have received FDA approval, Genentech's LUCENTIS® (ranibizumab injection) for treatment of neovascular wet age-related macular degeneration and UCB's CIMZIA® (certolizumab pegol) for treatment of Crohn's disease and rheumatoid arthritis. In the third quarter of 2009, we sold our LUCENTIS royalty interest to Genentech. In the third quarter of 2010, we sold our CIMZIA royalty interest.

- On July 24, 2012, Servier and we entered into an agreement with Boehringer Ingelheim to transfer XOMA's technology and processes for the manufacture of gevokizumab to Boehringer lngelheim for Boehringer Ingelheim's implementation and validation in preparation for the commercial manufacture of gevokizumab. Upon the successful completion of the transfer and the establishment of biological comparability, including validation of the XOMA processes as implemented by Boehringer Ingelheim, we intend Boehringer Ingelheim will produce gevokizumab for XOMA's commercial use at its facility in Biberach, Germany. Servier and we retain all rights to the development and commercialization of gevokizumab. Transferring of our technology to Boehringer Ingelheim exposes us to numerous risks, including the possibility that Boehringer Ingelheim may not perform under the agreement as anticipated, and that we will need to successfully conduct a comparability trial demonstrating to the FDA's satisfaction the similarity between XOMA-manufactured and Boehringer Ingelheim-manufactured product.

Because our collaborators, licensees, suppliers and contractors are independent third parties, they may be subject to different risks than we are and have significant discretion in, and different criteria for, determining the efforts and resources they will apply related to their agreements with us. If these collaborators, licensees, suppliers and contractors do not successfully perform the functions for which they are responsible, we may not have the capabilities, resources or rights to do so on our own.

We do not know whether we, our collaborators or licensees will successfully develop and market any of the products that are or may become the subject of any of our collaboration or licensing arrangements. In some cases these arrangements provide for funding solely by our collaborators or licensees, and in other cases, all of the funding for certain projects and a significant portion of the funding for other projects is to be provided by our collaborator or licensee, and we provide the balance of the funding. Even when we have a collaborative relationship, other circumstances may prevent it from resulting in successful development of marketable products. In addition, third-party arrangements such as ours also increase uncertainties in the related decision-making processes and resulting progress under the arrangements, as we and our collaborators or licensees may reach different conclusions, or support different paths forward, based on the same information, particularly when large amounts of technical data are involved. Furthermore, our contracts with NIAID contain numerous standard terms and conditions provided for in the applicable Federal acquisition regulations and customary in many government contracts, some of which could allow the U.S. government to exercise certain rights under the technology developed under these contracts. Uncertainty exists as to whether we will be able to comply with these terms and conditions in a timely manner, if at all. In addition, we are uncertain as to the extent of NIAID's demands and the flexibility that will be granted to us in meeting those demands.

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.

Products and technologies of other companies may render some or all of our products and product candidates noncompetitive or obsolete.

Developments by others may render our products, product candidates, or technologies obsolete or uncompetitive. Technologies developed and utilized by the biotechnology and pharmaceutical industries are changing continuously and substantially. Competition in antibody-based technologies is intense and is 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:

- significantly greater financial resources;
- larger research and development and marketing staffs;
- larger production facilities;
- entered into arrangements with, or acquired, biotechnology companies to enhance their capabilities; or
- 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 or those of our collaborators. 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. Furthermore, many companies and universities tend not to announce or disclose important discoveries or development programs until their patent position is secure or, for other reasons, later; as a result, we may not be able to track development of competitive products, particularly at the early stages. Positive or negative developments in connection with a potentially competing product may have an adverse impact on our ability to raise additional funding on acceptable terms. For example, if another product is perceived to have a competitive advantage, or another product's failure is perceived to increase the likelihood that our product will fail, then investors may choose not to invest in us on terms we would accept or at all.

The examples below pertain to competitive events in the market that we review quarterly yet are not intended to be representative of all existing competitive events.

Gevokizumab

We, in collaboration with Servier, are developing gevokizumab, a potent monoclonal antibody with unique allosteric modulating properties that binds strongly to interleukin-1 beta (IL-1 beta), a pro-inflammatory cytokine. In binding to IL-1 beta, gevokizumab inhibits the activation of the IL-1 receptor, thereby modulating the cellular signaling events that produce inflammation. Other companies are developing other products based on the same or similar therapeutic targets as gevokizumab, and these products may prove more effective than gevokizumab. We are aware that:

- Novartis markets and is developing ILARIS® (canakinumab, ACZ885), a fully human monoclonal antibody that selectively binds to and neutralizes IL-1 beta. Since 2009, canakinumab has been approved in over 50 countries for the treatment of children and adults suffering from Cryopyrin-Associated Periodic Syndrome ("CAPS"). Novartis has filed for regulatory approval of canakinumab in the United States and Europe for the treatment of acute attacks in gouty arthritis. On March 1, 2013, Novartis announced that they received EU approval for Ilaris in patients suffering acute gouty arthritis attacks which cannot gain relief from current treatments. It is administered as a single 150 mg subcutaneous injection. In May 2013, Novartis received FDA approval, and in September 2013 Novartis received EU approval, to treat active systemic juvenile idiopathic arthritis. Novartis also is pursuing other diseases in which IL-1 beta may play a prominent role, such as systemic secondary prevention of cardiovascular events.

- Eli Lilly and Company ("Lilly") was developing a monoclonal antibody to IL-1 beta in Phase 1 studies for the treatment of cardiovascular disease. In June 2011, Lilly reported results from a Phase 2 study of LY2189102 in 106 patients with Type 2 diabetes, showing a significant ($p<0.05$), early reduction in C reactive protein ("CRP"), moderate reduction in HbA1c and anti-inflammatory effects. We do not know whether LY2189102 remains in development.

- In 2008, Swedish Orphan Biovitrum obtained from Amgen the global exclusive rights to Kineret® (anakinra) for rheumatoid arthritis as currently indicated in its label. In November 2009, the agreement regarding Swedish Orphan Biovitrum's Kineret license was expanded to include certain orphan indications. Kineret is an IL-1 receptor antagonist (IL-1ra) that has been evaluated in multiple IL-1-mediated diseases, including indications we are considering for gevokizumab. In addition to other on-going studies, a proof-of-concept clinical trial in the United Kingdom investigating Kineret in patients with a certain type of myocardial infarction, or heart attack, has been completed. In August 2010, Biovitrum announced the FDA had granted orphan drug designation to Kineret for the treatment of CAPS, and in January 2013 they obtained FDA approval for NOMID, a severe form of CAPS. Shanghai CP Guojian Pharmaceutical is developing an injectable formulation of recombinant human IL-1Ra, presumed to be a follow-on biologic version of anakinra, for the potential treatment of rheumatoid arthritis. In February 2010, an NDA was filed with the SFDA; in January 2012, supplemental materials were required by the SFDA to conclude the review.

- In February 2008, Regeneron Pharmaceuticals, Inc. ("Regeneron"), announced it had received marketing approval from the FDA for ARCALYST® (rilonacept) injection for subcutaneous use, an interleukin-1 blocker or IL-1 Trap, for the treatment of CAPS, including Familial Cold Auto-inflammatory Syndrome and Muckle-Wells Syndrome in adults and children 12 and older. In September 2009, Regeneron announced rilonacept was approved in the EU for CAPS, but by February 2013, the company had withdrawn the approved application for CAPS in the EU. In June 2010 and February 2011, Regeneron announced positive results of two Phase 3 clinical trials of rilonacept in gout. In November 2011, Regeneron announced the FDA had accepted for review Regeneron's supplemental BLA for ARCALYST for the prevention and treatment of gout. However, following the FDA's issuance of a Complete Response Letter, in October 2012 Regeneron announced it had discontinued development of the drug for gout.

- AbbVie is developing ABT-981, a dual variable domain immunoglobulin (DVD-Ig) that incorporates anti-IL-1 alpha and anti-IL-1 beta antibodies, for the potential treatment of osteoarthritis. By January 2012, the drug had entered phase I development.

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- Amgen was developing AMG 108, a fully human monoclonal antibody that targets inhibition of the action of IL-1. In April 2008, Amgen reported results from a Phase 2 study in rheumatoid arthritis. AMG 108 showed statistically significant improvement in the signs and symptoms of rheumatoid arthritis and was well tolerated. In January 2011, MedImmune, the worldwide biologics unit for AstraZeneca PLC, announced Amgen granted it rights to develop AMG 108 worldwide except in Japan.

- In June 2009, Cytos Biotechnology AG announced the initiation of an ascending dose Phase 1/2a study of CYT013-IL1bQb, a therapeutic vaccine targeting IL-1 beta, in Type 2 diabetes. In 2010, this study was extended to include two additional groups of patients. However, in August 2011, the company put development on hold in order to reduce costs.

- The following companies have completed or are conducting or planning Phase 3 clinical trials of the following products for the treatment of noninfectious intermediate, posterior or pan-uveitis: AbbVie - HUMIRA® (adalimumab); Lux Biosciences, Inc. – LUVENIQ® (voclosporin); Novartis - Myfortic® (mycophenalate sodium); secukinumab, Santen Pharmaceutical Co., Ltd. – Sirolimus® (rapamycin), and pSivida Corp. – Fluacinolone Acetonide Intravitreal.

XOMA 3AB

We also are developing XOMA 3AB, a combination, or cocktail, of antibodies designed to neutralize the most potent of botulinum toxins. Other companies are developing other products targeting botulism poisoning, and these products may prove more effective than XOMA 3AB. We are aware:

- Cangene Corporation has a contract with the U.S. Department of Health & Human Services, expected to be worth $423.0 million, to manufacture and supply an equine heptavalent botulism anti-toxin. In March 2013, the product was approved by the FDA.

Manufacturing risks and inefficiencies may affect adversely our ability to manufacture products for ourselves or others.

To the extent we continue to provide manufacturing services for our own benefit or to third parties, we are subject to manufacturing risks. Additionally, unanticipated fluctuations in customer requirements have led and may continue to lead to manufacturing inefficiencies, which if significant could lead to an impairment on our long-lived assets or restructuring activities. We must utilize our manufacturing operations in compliance with regulatory requirements, in sufficient quantities and on a timely basis, while maintaining acceptable product quality and manufacturing costs. Additional resources and changes in our manufacturing processes may be required for each new product, product modification or customer or to meet changing regulatory or third-party requirements, and this work may not be completed successfully or efficiently.

Manufacturing and quality problems may arise in the future to the extent we continue to perform these manufacturing activities for our own benefit or for third parties. Consequently, our development goals or milestones may not be achieved in a timely manner or at a commercially reasonable cost, or at all. In addition, to the extent we continue to make investments to improve our manufacturing operations, our efforts may not yield the improvements that we expect.

Failure of our products to meet current Good Manufacturing Practices standards may subject us to delays in regulatory approval and penalties for noncompliance.

Our contract manufacturers are required to produce ACEON and our clinical product candidates under current Good Manufacturing Practices (“cGMP”) to meet acceptable standards for use in our clinical trials and for commercial sale, as applicable. If such standards change, the ability of contract manufacturers to produce our product candidates and ACEON on the schedule we require for our clinical trials or to meet commercial requirements may be affected. In addition, contract manufacturers may not perform their obligations under their agreements with us or may discontinue their business before the time required by us to successfully produce clinical and commercial supplies of our product candidates and ACEON.

We and our contract manufacturers are subject to pre-approval inspections and periodic unannounced inspections by the FDA and corresponding state and foreign authorities to ensure strict compliance with cGMP and other applicable government regulations and corresponding foreign standards. We do not have control over a third-party manufacturer’s compliance with these regulations and standards. Any difficulties or delays in our contractors’ manufacturing and supply of our product candidates and ACEON or any failure of our contractors to maintain compliance with the applicable regulations and standards could increase our costs, cause us to lose revenue, make us postpone or cancel clinical trials, prevent or delay regulatory approval by the FDA and corresponding state and foreign authorities, prevent the import and/or export of our product candidates and ACEON, or cause any of our product candidates that may be approved for commercial sale and ACEON to be recalled or withdrawn.

Because many of the companies with which we do business also are in the biotechnology sector, the volatility of that sector can affect us indirectly as well as directly.

As a biotechnology company that collaborates with other biotechnology companies, the same factors that affect us directly also can adversely impact us indirectly by affecting the ability of our collaborators, partners and others with which we do business to meet their obligations to us and reduce our ability to realize the value of the consideration provided to us by these other companies.

For example, in connection with our licensing transactions relating to our bacterial cell expression technology, we have in the past and may in the future agree to accept equity securities of the licensee in payment of license fees. The future value of these or any other shares we receive is subject both to market risks affecting our ability to realize the value of these shares and more generally to the business and other risks to which the issuer of these shares may be subject.

As we do more business internationally, we will be subject to additional political, economic and regulatory uncertainties.

We may not be able to operate successfully 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 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 or product candidate’s development. International operations and sales may be limited or disrupted by:

- imposition of government controls;
- export license requirements;
- political or economic instability;
- trade restrictions;
- changes in tariffs;
- restrictions on repatriating profits;
- exchange rate fluctuations;
- withholding and other taxation; and
- difficulties in staffing and managing international operations.

We are subject to foreign currency exchange rate risks.

We are subject to foreign currency exchange rate risks because substantially all of our revenues and operating expenses are paid in U.S. Dollars, but we incur certain expenses, as well as interest and principal obligations with respect to our loan from Servier in Euros. To the extent the U.S. Dollar declines in value against the Euro, the effective cost of servicing our Euro-denominated debt will be higher. Changes in the exchange rate result in foreign currency gains or losses. Although we have managed some of our exposure to changes in foreign currency exchange rates by entering into foreign exchange option contracts, there can be no assurance foreign currency fluctuations will not have a material adverse effect on our business, financial condition, liquidity or results of operations. In addition, our foreign exchange option contracts are re-valued at each financial reporting period, which also may result in gains or losses from time to time.

If we and our partners are unable to protect our intellectual property, in particular our patent protection for our principal products, product candidates and processes, and prevent its use by third parties, our ability to compete in the market will be harmed, and we may not realize our profit potential.

We rely on patent protection, as well as a combination of copyright, trade secret, and trademark laws to protect our proprietary technology and prevent others from duplicating our products or product candidates. However, these means may afford only limited protection and may not:

- prevent our competitors from duplicating our products;
- prevent our competitors from gaining access to our proprietary information and technology; or
- permit us to gain or maintain a competitive advantage.

Because of the length of time and the expense associated with bringing new products to the marketplace, we and our collaboration and development partners hold and are in the process of applying for a number of patents in the United States and abroad to protect our product candidates 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 mere issuance of a patent is not conclusive as to its validity or its enforceability. The U.S. Federal Courts or equivalent national courts or patent offices elsewhere may invalidate our patents or find them unenforceable. In addition, the laws of foreign countries may not protect our intellectual property rights effectively or to the same extent as the laws of the United States. If our intellectual property rights are not protected adequately, we may not be able to commercialize our technologies, products, or services, and our competitors could commercialize our technologies, which could result in a decrease in our sales and market share that would harm our business and operating results. Specifically, the patent position of biotechnology companies generally is highly uncertain and involves complex legal and factual questions. The legal standards governing the validity of biotechnology patents are in transition, and current defenses as to issued biotechnology patents may not be adequate in the future. Accordingly, there is uncertainty as to:

- whether any pending or future patent applications held by us will result in an issued patent, or that if patents are issued to us, that such patents will provide meaningful protection against competitors or competitive technologies;
- whether competitors will be able to design around our patents or develop and obtain patent protection for technologies, designs or methods that are more effective than those covered by our patents and patent applications; or

- the extent to which our product candidates could infringe on the intellectual property rights of others, which may lead to costly litigation, result in the payment of substantial damages or royalties, and/or prevent us from using technology that is essential to our business.

We have established a portfolio of patents, both United States and foreign, related to our bacterial cell expression technology, including claims to novel promoter sequences, secretion signal sequences, compositions and methods for expression and secretion of recombinant proteins from bacteria, including immunoglobulin gene products. Most of the more important European patents in our bacterial cell expression patent portfolio expired in July 2008 or earlier.

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 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 marketplace and absorbing significant management time.

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 be breached 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 affect our ability to develop or commercialize our products adversely by giving others a competitive advantage or by undermining our patent position.

Litigation regarding intellectual property can be costly and expose 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 also could 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, we may be subject to a claim that we are infringing another party's patent. If such claim is resolved against us, we or our collaborators may be enjoined from developing, manufacturing, selling or importing products, processes or services unless we obtain a license from the other party.

Such license may not be available on reasonable terms, thus preventing us from using these products, processes or services and adversely affecting our revenue.

We may be unable to price our products effectively or obtain adequate reimbursement for sales of our products, which would prevent our products from becoming profitable.

If we or our third-party collaborators or licensees succeed in bringing our product candidates to the market, they may not be considered cost effective, and reimbursement to the patient may not be available or may not be sufficient to allow us to sell our products on a competitive basis. In both the United States and elsewhere, sales of medical products and treatments are dependent, in part, on the availability of reimbursement to the patient from third-party payors, such as government and private insurance plans. Third-party payors are increasingly challenging the prices charged for pharmaceutical products and services. Our business is affected by the efforts of government and third-party payors to contain or reduce the cost of healthcare through various means. In the United States, there have been and will continue to be a number of federal and state proposals to implement government controls on pricing.

In addition, the emphasis on managed care in the United States has increased and will continue to increase the pressure on the pricing of pharmaceutical products. We cannot predict whether any legislative or regulatory proposals will be adopted or the effect these proposals or managed care efforts may have on our business.

Healthcare reform measures and other statutory or regulatory changes could adversely affect our business.

In both the United States and certain foreign jurisdictions, there have been a number of legislative and regulatory proposals to change the healthcare system in ways that could impact our business . In March 2010, the U.S. Congress enacted and President Obama signed into law the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Affordability Reconciliation Act (collectively, "PPACA"), which includes a number of healthcare reform provisions. The reforms imposed by the law are expected to impact the pharmaceutical industry significantly, most likely in the area of pharmaceutical product pricing. While the law may increase the number of patients who have insurance coverage for our products or product candidates, its cost containment measures also could adversely affect reimbursement for our existing or potential products; however, the full effects of this law cannot be known until these provisions are implemented and the relevant Federal and state agencies issue applicable regulations or guidance.

The pharmaceutical and biotechnology industries are subject to extensive regulation, and from time to time, legislative bodies and governmental agencies consider changes to such regulations that could have significant impact on industry participants. For example, in light of certain highly publicized safety issues regarding certain drugs that had received marketing approval, the U.S. Congress has considered various proposals regarding drug safety, including some that would require additional safety studies and monitoring and could make drug development more costly. We are unable to predict what additional legislation or regulation, if any, relating to safety or other aspects of drug development may be enacted in the future or what effect such legislation or regulation would have on our business.

Beginning in 2013, the PPACA also imposes new reporting and disclosure requirements on pharmaceutical manufacturers for payments to healthcare providers and ownership of their stock by healthcare providers. Failure to submit required information may result in civil monetary penalties of up to an aggregate of $150,000 per year (or up to an aggregate of $1 million per year for “knowing failures”), for all payments, transfers of value or ownership or investment interests not reported in an annual submission. On December 14, 2011, CMS released its proposed rule implementing these provisions, providing further clarification to ambiguous or unclear statutory language and providing instructions for manufacturers to comply with such requirements. CMS has not issued a final rule to date.

The business and financial condition of pharmaceutical and biotechnology companies also are affected by the efforts of governments, third-party payors and others to contain or reduce the costs of healthcare to consumers. In the United States and various foreign jurisdictions there have been, and we expect there will continue to be, a number of legislative and regulatory proposals aimed at changing the healthcare system, such as proposals relating to the reimportation of drugs into the United States from other countries (where they are then sold at a lower price) and government control of prescription drug pricing. We expect current health care reform measures, such as PPACA, and those that may be adopted in the future could result in a decrease in the share price of our common stock, limit our ability to raise capital or to obtain strategic collaborations or licenses or successfully commercialize our products.

We are exposed to an increased risk of product liability claims.*

The testing, marketing and sales of medical products entails an inherent risk of allegations of product liability. We were party to a number of product liability claims filed against Genentech Inc., and even though Genentech agreed to indemnify us in connection with these matters and these matters have been settled, there can be no assurance other products liability lawsuits will not result in liability to us or that our insurance or contractual arrangements will provide us with adequate protection against such liabilities. In the event of one or more large, unforeseen awards of damages against us, our product liability insurance may not provide adequate coverage. A significant product liability claim for which we were not covered by insurance or indemnified by a third party would have to be paid from cash or other assets, which could have an adverse effect on our business and the value of our common stock. To the extent we have sufficient insurance coverage, such a claim would result in higher subsequent insurance rates. In addition, product liability claims can have various other ramifications, including loss of future sales opportunities, increased costs associated with replacing products, a negative impact on our goodwill and reputation, and divert our management’s attention from our business, each of which could also adversely affect our business and operating results.

The loss of key personnel, including our Chief Executive Officer, could delay or prevent achieving our objectives.

Our research, product development and business efforts could be affected adversely by the loss of one or more key members of our scientific or management staff, particularly our executive officers: John Varian, our Chief Executive Officer; Patrick J. Scannon, M.D., Ph.D., our Executive Vice President and Chief Scientific Officer; Fred Kurland, our Vice President, Finance, Chief Financial Officer and Secretary; and Paul D. Rubin, M.D., our Senior Vice President, Research and Development and Chief Medical Officer. We currently do not have key person insurance on any of our employees.

Our ability to use our net operating loss carry-forwards and other tax attributes will be substantially limited by Section 382 of the U.S. Internal Revenue Code.

Section 382 of the U.S. Internal Revenue Code of 1986, as amended, generally limits the ability of a corporation that undergoes an "ownership change" to utilize its net operating loss carry-forwards ("NOLs") and certain other tax attributes against any taxable income in taxable periods after the ownership change. The amount of taxable income in each taxable year after the ownership change that may be offset by pre-change NOLs and certain other pre-change tax attributes is generally equal to the product of (a) the fair market value of the corporation's outstanding shares (or, in the case of a foreign corporation, the fair market value of items treated as connected with the conduct of a trade or business in the United States) immediately prior to the ownership change and (b) the long-term tax exempt rate (i.e., a rate of interest established by the U.S. Internal Revenue Service ("IRS") that fluctuates from month to month). In general, an "ownership change" occurs whenever the percentage of the shares of a corporation owned, directly or indirectly, by "5-percent shareholders" (within the meaning of Section 382 of the Internal Revenue Code) increases by more than 50 percentage points over the lowest percentage of the shares of such corporation owned, directly or indirectly, by such "5-percent shareholders" at any time over the preceding three years.

Based on an analysis under Section 382 of the Internal Revenue Code (which subjects the amount of pre-change NOLs and certain other pre-change tax attributes that can be utilized to an annual limitation), the Company experienced ownership changes in 2009 and 2012 which substantially limit the future use of our pre-change NOLs and certain other pre-change tax attributes per year. As of September 30, 2013, the Company has excluded the NOLs and R&D credits that will expire as a result of the annual limitations. To the extent that the Company does not utilize its carry-forwards within the applicable statutory carry-forward periods, either because of Section 382 limitations or the lack of sufficient taxable income, the carry-forwards will also expire unused.

We may not realize the expected benefits of our initiatives to reduce costs across our operations, and we may incur significant charges or write-downs as part of these efforts.

We have pursued and may continue to pursue a number of initiatives to reduce costs of our operations. In January 2012, we implemented a workforce reduction of approximately 34% to improve our cost structure. This workforce reduction resulted primarily from our decisions to utilize a contract manufacturing organization for Phase 3 and commercial antibody production and to eliminate internal research functions that are non-differentiating or that can be obtained cost effectively by contract service providers.

We may not realize some or all of the expected benefits of our current and future initiatives to reduce costs. In addition to restructuring or other charges, we may experience disruptions in our operations as a result of these initiatives.

Because we are a relatively small biopharmaceutical company with limited resources, we may not be able to attract and retain qualified personnel.*

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. We had approximately 170 employees as of November 5, 2013. We may require additional experienced executive, accounting, research and development, legal, administrative and other personnel from time to time in the future. There is intense competition for the services of these personnel, especially in California. Moreover, we expect that the high cost of living in the San Francisco Bay Area, where our headquarters and manufacturing facilities are located, may impair our ability to attract and retain employees in the future. If we do not succeed in attracting new personnel and retaining and motivating existing personnel, our operations may suffer and we may be unable to implement our current initiatives or grow effectively.

Global credit and financial market conditions may reduce our ability to access and maintain capital for our operations.

Traditionally, we have funded a large portion of our research and development expenditures through raising capital in the equity markets. Recent events, including failures and bankruptcies among large commercial and investment banks, have led to considerable declines and uncertainties in these and other capital markets and have led to new regulatory and other restrictions that may have broad effect on the nature of these markets. These circumstances could severely restrict the ability to raise new capital by companies such as us in the future.

Volatility in the financial markets also has created liquidity problems in investments previously thought to bear a minimal risk. For example, money market fund investors, including us, have in the past been unable to retrieve the full amount of funds, even in highly rated liquid money market accounts, upon maturity. Although as of September 30, 2013, we have received the full amount of proceeds from money market fund investments, an inability to retrieve funds from money market fund investments as they mature in the future could have a material and adverse impact on our business, results of operations and cash flows.

Our cash and cash equivalents are maintained in highly liquid investments with remaining maturities of 90 days or less at the time of purchase. While we are not aware of any downgrades, material losses, or other significant deterioration in the fair value of our cash equivalents since September 30, 2013, no assurance can be given that further deterioration in conditions of the global credit and financial markets would not impact our current portfolio of cash equivalents negatively or our ability to meet our financing objectives.

Our business and operations would suffer in the event of system failures.

Despite the implementation of security measures, our internal computer systems and those of our current and any future collaborators, licensees, suppliers, contractors and consultants are vulnerable to damage from cyber−attacks, computer viruses, unauthorized access, natural disasters, terrorism, war and telecommunication and electrical failures. We could experience failures in our information systems and computer servers, which could be the result of a cyber−attack and could result in an interruption of our normal business operations and require substantial expenditure of financial and administrative resources to remedy. System failures, accidents or security breaches can cause interruptions in our operations and can result in a material disruption of our development programs, commercialization activities and other business operations. The loss of clinical trial data from completed or future clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. Similarly, we rely on third parties to supply components for and manufacture our product and product candidates, conduct clinical trials of our product candidates and warehouse and distribute ACEON, and similar events relating to their computer systems could also have a material adverse effect on our business. To the extent that any disruption or security breach were to result in a loss of, or damage to, our data or applications, or inappropriate disclosure of confidential or proprietary information, we could incur liability and the development of gevokizumab or any of our other product candidates and the commercialization of ACEON could be delayed or otherwise adversely affected.

Calamities, power shortages or power interruptions at our Berkeley headquarters and manufacturing facility could disrupt our business and adversely affect our operations.

Our principal operations are located in Northern California, including our corporate headquarters and manufacturing facility in Berkeley, California. This location is in an area of seismic activity near active earthquake faults. Any earthquake, terrorist attack, fire, power shortage or other calamity affecting our facilities may disrupt our business and could have material adverse effect on our business and results of operations.

We have a significant stockholder, which may limit other stockholders' ability to influence corporate matters and may give rise to conflicts of interest.*

Entities controlled by Felix J. Baker and Julian C. Baker beneficially own approximately 30.4% of our outstanding common stock as of November 5, 2013, which includes warrants to purchase approximately 7.6 million shares of XOMA's common stock at an exercise price of $1.76 per share. On July 19, 2012, our Board of Directors elected Kelvin Neu, M.D., to serve on our Board of Directors. Dr. Neu is a Managing Director at Baker Bros. Advisors, LLC, an entity controlled by Felix J. Baker and Julian C. Baker. Accordingly, these entities may exert significant influence over us and any action requiring the approval of the holders of our stock, including the election of directors and approval of significant corporate transactions. Furthermore, conflicts of interest could arise in the future between us, on the one hand, and these entities, on the other hand, concerning potential competitive business activities, business opportunities, the issuance of additional securities and other matters.

Our organizational documents contain provisions that may prevent transactions that could be beneficial to our stockholders and may insulate our management from removal.

Our charter and by-laws:

- require certain procedures to be followed and time periods to be met for any stockholder to propose matters to be considered at annual meetings of stockholders, including nominating directors for election at those meetings; and
- authorize our Board of Directors to issue up to 1,000,000 shares of preferred stock without stockholder approval and to set the rights, preferences and other designations, including voting rights, of those shares as the Board of Directors may determine.

In addition, we are subject to the provisions of Section 203 of the Delaware General Corporation Law (the "DGCL"), that may prohibit large stockholders, in particular those owning 15% or more of our outstanding common stock, from merging or combining with us.

These provisions of our organizational documents and the DGCL, 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 stock, could limit the ability of stockholders to approve transactions that they may deem to be in their best interests, and could make it considerably more difficult for a potential acquirer to replace management.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

On November 7, 2013, the Company issued a press release announcing the Company's financial results for the third quarter ended September 30, 2013. A copy of the press release is furnished as Exhibit 99.1 to this report.

ITEM 6. EXHIBITS

See Index to Exhibits at the end of this Report, which is incorporated by reference here. The Exhibits listed in the accompanying Index to Exhibits are filed as part of this report, except for Exhibit 99.1, which is furnished.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

XOMA Corporation

Date: November 7, 2013	By:	/s/ JOHN VARIAN John Varian Chief Executive Officer (principal executive officer) and Director
Date: November 7, 2013	By:	/s/ FRED KURLAND Fred Kurland Vice President, Finance, Chief Financial Officer and Secretary (principal financial and principal accounting officer)

EXHIBIT INDEX

Exhibit Number	Exhibit Description	Incorporation By Reference Form	SEC File No.	Exhibit	Filing Date
3.1	Certificate of Incorporation of XOMA Corporation	8-K	000-14710	3.1	01/03/2012
3.2	Certificate of Amendment of Certificate of Incorporation of XOMA Corporation	8-K	000-14710	3.1	05/31/2012
3.3	By-laws of XOMA Corporation	8-K	000-14710	3.2	01/03/2012
4.1	Reference is made to Exhibits 3.1, 3.2 and 3.3				
4.2	Specimen of Common Stock Certificate	8-K	000-14710	4.1	01/03/2012
4.3	Form of Certificate of Designations of Series A Preferred Stock	8-K	000-14710	3.1	01/03/2012
4.4	Form of Amended and Restated Warrant (June 2009 Warrants)	8-K	000-14710	10.6	02/02/2010
4.5	Form of Warrant (February 2010 Warrants)	8-K	000-14710	10.2	02/02/2010
4.6	Form of Warrant (December 2011 Warrants)	10-K	000-14710	4.9	03/14/2012
4.7	Form of Warrant (March 2012 Warrants)	8-K	000-14710	4.1	03/07/2012
4.8	Form of Warrant (September 2012 Warrants)	8-K	000-14710	4.10	10/03/2012
10.1+	Consent, Transfer, Assumption and Amendment Agreement, dated August 12, 2013, by and among XOMA Ireland Limited, XOMA (US) LLC and Les Laboratoires Servier.				
10.2+	Promissory Note, dated August 12, 2013, from XOMA (US) LLC to Les Laboratoires Servier.				
10.3+	Second Amendment to Loan Agreement, dated August 12, 2013, by and among XOMA (US) LLC, XOMA Corporation and General Electric Capital Corporation.				
31.1+	Certification of Chief Executive Officer, as required by Rule 13a-14(a) or Rule 15d-14(a)				
31.2+	Certification of Chief Financial Officer, as required by Rule 13a-14(a) or Rule 15d-14(a)				
32.1+	Certification of Chief Executive Officer and Chief Financial Officer, as required by Rule 13a-14(b) or Rule 15d-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. §1350)(1)				
99.1++	Press Release dated November 7, 2013				
101.INS+	XBRL Instance Document(2)				
101.SCH+	XBRL Taxonomy Extension Schema Document(2)				
101.CAL+	XBRL Taxonomy Extension Calculation Linkbase Document(2)				
101.DEF+	XBRL Taxonomy Extension Definition Linkbase Document(2)				
101.LAB+	XBRL Taxonomy Extension Labels Linkbase Document(2)				
101.PRE+	XBRL Taxonomy Extension Presentation Linkbase Document(2)				

\+ Filed herewith

\+ + Furnished herewith. The information in Exhibit 99.1 shall not be deemed "filed" for purposes of section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section or sections 11 and 12(a) (2) of the Securities Act of 1933, as amended. The information contained in Exhibit 99.1 shall not be incorporated by reference into any filings with the U.S. Securities and Exchange Commission made by XOMA Corporation, whether made before or after the date hereof, regardless of any general incorporation language in such filings.

(1) This certification accompanies the Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of the Registrant under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.

Exhibit 10.1

CONSENT, TRANSFER, ASSUMPTION AND AMENDMENT AGREEMENT

This Consent, Transfer, Assumption and Amendment Agreement (the **"Loan Transfer Consent"** or this **"Agreement"),** is made and entered into as of August 12, 2013, by and among **(i)** XOMA Ireland Limited, a company with limited liability incorporated organized and existing under the laws of Ireland (registered number 307875), having its registered head office at **26** Upper Pembroke Street, Dublin **2,** Ireland **("XOMA Ireland"), (ii)** XOMA (US) LLC, a limited liability company organized and existing under the laws of Delaware, having its registered office at 2910 Seventh Street, Berkeley, California 94710, USA **("XOMA US"),** and **(iii)** Les Laboratoires Servier, a corporation organized and existing under the laws of France, 50 rue Carnot, 92284 Suresnes, France **("SERVIER").**

WITNESSETH:

WHEREAS, XOMA Ireland and SERVIER entered into a Loan Agreement dated December 30, 2010 (the **"Loan Agreement"),** pursuant to which SERVIER made the Advance to XOMA Ireland;

WHEREAS, in connection with and pursuant to the Loan Agreement, the following documents were delivered and filed:

- XOMA Ireland issued a Promissory Note to SERVIER on January 13, 2011 with a principal amount equal to the Advance (the **"Original Note");**
- XOMA Ireland and SERVIER entered into a Fixed Charge (the **"Fixed Equitable Charge")** dated January 13, 2011 pursuant to which XOMA Ireland charged certain contractual and intellectual property rights (the **"Collateral")** related to its proprietary IL-ip antibody designated gevokizumab (formerly known as XOMA 052 and/or S- 78989, **"GEVO")** as a security for the benefit of SERVIER to guarantee the repayment of the amounts due to SERVIER pursuant to the Loan Agreement;
- the Fixed Equitable Charge was registered with the Irish Companies Registry on January 25, 2011;
- XOMA Ltd., XOMA Ireland's parent company organized under the laws of Bermuda, issued a Guarantee to SERVIER on December 30, 2010, to guarantee the payment by XOMA Ireland to SERVIER of all amounts due under the Loan Agreement (the **"XOMA Ltd. Guarantee");** and
- XOMA US issued a Guarantee to SERVIER on December 30, 2010, to guarantee the payment by XOMA Ireland to SERVIER of all amounts due under the Loan Agreement (the **"XOMA US Guarantee").**

WHEREAS, XOMA Ireland has entered into an Asset Transfer Agreement (the **"Asset Transfer Agreement")** with its Affiliate, XOMA US, pursuant to which they have, subject to the satisfaction of certain conditions, agreed to (i) the transfer by XOMA Ireland to XOMA US of various assets relating to GEVO, including the Collateral and (ii) the assumption by XOMA US of certain liabilities of XOMA Ireland, including under the Loan Agreement and the Loan Documents (collectively, the **"GEVO Asset Transfer"),** the completion of which in accordance with the terms of the Asset Transfer Agreement is expected to occur on or about August 12, 2013 or at such other date as may be notified in writing at least 5 days prior to the occurrence thereof, by XOMA US to SERVIER (the **"Transfer Completion Date");**

WHEREAS, XOMA Ireland wishes to obtain SERVIER's consent to the transfer of the Loan Agreement to XOMA US in accordance with Section 9.2 thereof, to the termination and release of the Fixed Equitable Charge and corresponding registration with the Irish Companies Registry and to various other matters relating to the Loan Agreement that are necessary or useful to enable XOMA Ireland to complete the GEVO Asset Transfer;

WHEREAS, SERVIER is willing to provide such consents subject to (a) XOMA US undertaking to assume and perform all of XOMA Ireland's obligations under the Loan Agreement in accordance with and as modified by the terms hereof, and (b) the satisfaction of the Conditions (as defined in Section 3.1.1 below); and

WHEREAS, XOMA US is willing to assume XOMA Ireland's obligations under the Loan Agreement and to deliver to SERVIER and file such documents.

NOW, THEREFORE, in consideration of the covenants and conditions set forth below, the Parties hereto, intending to be legally bound, hereby agree to the following:

ARTICLE 1 - TRANSFER OF LOAN AGREEMENT

1.1 Subject to Section 3.1, SERVIER hereby irrevocably consents to the transfer of all of XOMA Ireland's rights and obligations under the Loan Agreement to XOMA US.

1.2 Effective as of the Transfer Completion Date, all references to XOMA Ireland in the Loan Agreement shall be deemed to refer to XOMA US and XOMA Ireland shall have no further obligations under the Loan Agreement.

1.3 XOMA US hereby irrevocably agrees effective as of the Transfer Completion Date to assume all of XOMA Ireland's obligations under the Loan Agreement and shall perform and discharge all such obligations in accordance with the terms thereof.

1.4 The representations and warranties contained in Article 5 of the Loan Agreement, shall be true and correct as of the Transfer Completion Date, provided that: (a) each reference in such provisions to XOMA Ireland shall be deemed to refer to XOMA US, and (b) for purposes of Sections 5.1 and 5.4 of the Loan Agreement, each representation and warranty by XOMA Ireland as an Irish limited company shall mean and refer to XOMA US, a Delaware limited liability company, with all such representations and warranties meaning and referring to XOMA US as such.

ARTICLE 2 - AMENDMENT

2.1 Termination and Replacement of the Fixed Equitable Charge.

2.1.1 Subject to Section 3.1, XOMA Ireland, SERVIER and XOMA US agree that the Fixed Equitable Charge shall be cancelled and released effective as of the Transfer Completion Date.

2.1.2 Subject to Section 3.1, SERVIER shall at the latest on the Transfer Completion Date deliver to XOMA US a Deed of Release in substantially the form attached as Exhibit 3 hereto dated as of the date hereof giving effect to SERVIER's cancellation and release of the Fixed Equitable Charge.

2.1.3 The definition "Fixed Equitable Charge" in Section 1.2 of the Loan Agreement shall be deleted in its entirety and replaced by the definition of "Security Agreement" set out in Section 3.1 hereof. All references to the term "Fixed Equitable Charge" in the Loan Agreement shall thereinafter be understood as referring to the Security Agreement.

2.2 Cancellation and Replacement of the Note.

2.2.1 Subject to Section 3.1, the Original Note shall be cancelled and of no further effect and validity effective as of the Transfer Completion Date, and replaced by the XOMA US Note (as defined in Section 3.1 hereof) in accordance with terms hereof. Upon receipt of the XOMA US Note, SERVIER shall deliver to XOMA Ireland the cancelled Original Note.

2.2.2 All references to the term "Note" in the Loan Agreement shall thereinafter refer to the XOMA US Note.

2.3 Cancellation of the XOMA US Guarantee to SERVIER.

2.3.1 Subject to Section 3.1, the XOMA US Guarantee shall be terminated and of no further effect effective as of the Transfer Completion Date.

2.4 Tax Cooperation.

2.4.1 Effective as of the Transfer Completion Date, the first three sentences of Section 3.10(a) of the Loan Agreement shall be deleted in their entirety and replaced by the following text:

"(a) *The Parties agree to cooperate with one another and use reasonable efforts to reduce or eliminate tax withholding or similar obligations in respect of payments of interest and other Indebtedness made by XOMA US to Servier under this Loan Agreement. XOMA US agrees that under the current French/United States Tax Treaty, payments made by XOMA US to Servier under this Loan Agreement are not subject to withholding tax in the United States so long as Servier provides XOMA US a valid Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding ("Form W-8BEN") evidencing its eligibility for a reduced withholding tax rate of 0% under the current French/United States Tax Treaty. Servier shall provide to XOMA US, who shall complete any required portions of any tax forms that may be reasonably necessary in order for XOMA US not to withhold tax or to withhold tax at a reduced rate under an applicable bilateral income tax treaty, including a valid Form W-8BEN* ***("Tax Forms ")."***

The remainder of Section 3.10(a) shall remain unchanged, other than the replacement of XOMA Ireland by XOMA US.

2.4.2 Effective as of the Transfer Completion Date, Section 3.10(b) of the Loan Agreement shall be deleted in its entirety and replaced by the following text:

(b) If despite Servier's submission of the Tax Forms, XOMA US is required by US tax laws to deduct any taxes from any amount payable under this Loan Agreement or any Note, (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 3.10(b)), Servier receives an amount equal to the sum it would have received had no such deductions been made, (ii) XOMA US shall make such deductions, (Hi) XOMA US shall pay the full amount deducted to the relevant governmental authority in accordance with applicable law and (iv) XOMA US shall furnish to Servier evidence of such payment as may be reasonably acceptable to Servier; provided, however, that XOMA US' obligations under this Section 3.10(b) shall not be applicable to the extent that (x) the withholding results from any modification in Servier's tax status or (y) Servier is able to obtain a reimbursement of or credit for the withheld amount."

2.5 Effective as of the Transfer Completion Date, Section 9.4 (Notices) of the Loan Agreement shall be amended by including the following as XOMA US' address and designated contact person for notices:

XOMA (US) LLC
2910 Seventh Street
Berkeley, CA 94710
United States
Attention: Chief Financial Officer
FAX: 510-649-0315

2.6 Effective as of the Transfer Completion Date, all references to the Republic of Ireland in the Loan Agreement shall be amended to refer to the State of Delaware.

2.7 Effective as of the Transfer Completion Date, all references in the Loan Agreement to Belgium law and Belgium choice of law shall be changed to New York law and New York choice of law; and Sections 9.6 (Governing Law) and 9.7 (Binding Arbitration) of the Loan Agreement shall be deleted and replaced by Section 9 of the Security Agreement, which shall be incorporated by reference to the Loan Agreement and apply thereto *mutatis mutandis.*

2.8 Effective as of the Transfer Completion Date, the definition of "Collateral" set forth in Section 1.1 of the Loan Agreement shall be deleted in its entirety and replaced by the following text:

*""**Collateral**" shall have the meaning ascribed thereto in the Security Agreement."*

ARTICLE 3 - CONDITIONS TO EFFECTIVENESS - RELEASE

3.1 Conditions to Effectiveness.

3.1.1 XOMA Ireland and XOMA US acknowledge and agree that, pursuant to the terms of the Loan Agreement, SERVIER's consent is required prior to any transfer of the Loan Agreement, and that SERVIER's consent given in this Loan Transfer Consent and the amendments in Article 2 hereof are subject to the prior satisfaction of the Conditions. Upon the satisfaction of the Conditions, SERVIER undertakes to deliver to XOMA Ireland and XOMA US a written confirmation of the Conditions having been satisfied, in substantially the form set out in Exhibit 4 hereto.

For the purposes hereof **"Conditions"** shall mean (a) the completion of the GEVO Asset Transfer as evidenced by the delivery by XOMA US to SERVIER of a written confirmation thereof, and (b) the delivery, at the latest on the Transfer Completion Date, to SERVIER of (i) a replacement promissory note by XOMA US in favor of SERVIER in substantially the form set out in Exhibit 2 hereto (the **"XOMA US Note"),** and (ii) a security agreement in substantially the form set out in Exhibit 1 hereto pursuant to which XOMA US will grant a security interest in the Collateral to SERVIER to secure all of the obligations of XOMA US under the Loan Agreement, the Loan Documents and the XOMA US Note (the **"Security Agreement").**

3.1.2 Subject to the satisfaction of the Conditions, SERVIER acknowledges and agrees that neither the consummation of the Asset Transfer Agreement and the GEVO Asset Transfer nor the transfer of the Collateral to XOMA US in accordance with the terms and conditions of the Asset Transfer Agreement and this Loan Transfer Consent shall constitute a breach or default under the Loan Agreement.

3.2 Release. Subject to the satisfaction of the Conditions, SERVIER consequently releases XOMA Ireland from any and all obligations towards SERVIER under the Loan Agreement as of the Transfer Completion Date. Similarly, subject to the satisfaction of the Conditions, XOMA Ireland consequently releases SERVIER from any and all obligations towards XOMA Ireland under the Loan Agreement as of the Transfer Completion Date.

ARTICLE 4 - POST-COMPLETION COVENANTS

4.1 Reimbursement of Costs. XOMA US covenants to pay or reimburse the reasonable fees and out-of-pocket expenses of outside counsel incurred by SERVIER in connection with the preparation, execution and delivery of this Loan Transfer Consent and the related agreements.

4.2 Patent Transfer Registration. Following the Transfer Completion Date (within three (3) months for European Union countries and within six (6) months for all other countries listed below), XOMA US (or an appropriate affiliate) and XOMA Ireland shall carry out all formalities that are necessary or helpful to register with the relevant regional or national patent offices in the countries / regions listed below the transfer to XOMA US of the rights in the patent applications or patents, as applicable, that are transferred to XOMA US in connection with the transactions contemplated by the Asset Transfer Agreement. XOMA US and XOMA Ireland shall thereafter use their respective best efforts to have this transfer registered promptly after the filing of such transfer request.

The list of countries / regions is: European Union, China, Russia, Indonesia, Turkey, South Korea, South Africa, Australia and Canada. There are, among the patent applications and patents relating to GEVO to be transferred to XOMA US in connection with the GEVO Asset Transfer, no patent applications or patents in Egypt.

XOMA US and XOMA Ireland's obligation under this Section 4.2 shall include registering any previous transfer of the rights in the patent applications or patents, as applicable, that are transferred to XOMA US in connection with the transactions contemplated by the Asset Transfer Agreement if and where such supplementary registration is required for the purpose of registering the transfer to XOMA US of such rights.

Servier shall reimburse all reasonable out-of-pocket expenses, including registration fees, translation fees and outside patent and legal counsel fees, incurred by XOMA US (or an appropriate affiliate) and/or XOMA Ireland in connection with these patent right transfer registrations.

ARTICLE 5 - MISCELLANEOUS

5.1 **Further Assurances.** XOMA Ireland, XOMA US and SERVIER hereby covenant that each will, at any time and from time to time upon request by any other, and without the assumption of any additional liability thereby, execute and deliver such further documents and do such further acts as such party may reasonably request in order to fully effect the purpose of this Loan Transfer Consent

5.2 **Counterparts.** This Loan Transfer Consent may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same agreement.

5.3 **Governing Law - Arbitration.** This Loan Transfer Consent shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction. The provisions of Section 9 of the Security Agreement are hereby incorporated by reference and this Agreement and the parties hereto shall otherwise be subject to all of the terms and conditions of Section 9 of the Security Agreement, *mutatis mutandis.*

5.4 All capitalized terms used but not defined in this Loan Transfer Consent shall have the meanings ascribed thereto in the Loan Agreement.

5.5 Except as explicitly amended hereby, the Loan Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Loan Transfer Consent to be executed as of the date first above written.

[Remainder of page intentionally left blank; signature page follows.]

XOMA Ireland Limited

By: /s/ Alan kane

Name: ALAN KANE

Title: DIRECTOR

XOMA (US) LLC

By: /s/ James R. Neal

Name: JAMES R. NEAL

Title: VP BUSINESS DEVELOPMENT

LES LABORATOIRES SERVIER

By: ______________________

Name: ______________________

Title: ______________________

XOMA Ireland Limited

By: ____________________

Name: ____________________

Title: ____________________

XOMA (US) LLC

By: ____________________

Name: ____________________

Title: ____________________

LES LABORATOIRES SERVIER

By: ____________________

Name: ____________________

Title: Legal Affair Director

<u>EXHIBIT 1</u>

SECURITY AGREEMENT

This Security Agreement (this **"Agreement")** is made and entered into as of_____, 2013 by and between XOMA (US) LLC, a Delaware limited liability company **("Debtor"),** and LES LABORATOIRES SERVIER, a corporation organized and existing under the laws of France (the **"Secured Party").**

RECITALS

Whereas, XOMA Ireland Limited **("XOMA Ireland")** and Secured Party are parties to that certain Amended and Restated Collaboration and License Agreement, dated February 14, 2012 (the **"Collaboration and License Agreement"),** a Loan Agreement, dated December 30, 2010 (as amended from time to time, the **"Loan Agreement"),** a Promissory Note, dated January 13, 2011, issued by XOMA Ireland to Secured Party (the **"Original Note"),** and a Fixed Charge, dated January 13, 2011, granted by XOMA Ireland in favor of Secured Party (the **"Ireland Fixed Charge").**

Whereas, pursuant to that certain Asset Transfer Agreement, dated of even date herewith, by and between XOMA Ireland and Debtor and that certain Consent, Transfer, Assumption and Amendment Agreement, dated of even date herewith, by and among XOMA Ireland, the Secured Party and Debtor (the **"Assumption Agreement")** (collectively, the **"Asset Transfer Documents"),** XOMA Ireland intends to transfer certain assets, including, without limitation, certain assets relating to the Collaboration and License Agreement, and certain rights and obligations under the Loan Agreement to Debtor, as further set forth in the Asset Transfer Documents.

Whereas, pursuant to the Assumption Agreement, Debtor will assume all of the obligations and rights of XOMA Ireland under the Loan Agreement, which the Secured Party has consented to, and the Original Note and Ireland Fixed Charge will be cancelled and released by the Secured Party upon the satisfaction of the conditions contained in the Assumption Agreement. Whereas, the parties intend that a new Promissory Note, dated of even date herewith, will be issued by Debtor to Secured Party (as amended from time to time, the **"XOMA US Promissory Note"** and, collectively with the Loan Agreement, following the execution of the Assumption Agreement, the **"Secured Agreements"),** and Debtor and Secured Party wish to secure performance and payment of all obligations of Debtor to Secured Party under the Loan Agreement and the XOMA US Promissory Note (the **"Obligations")** with liens on certain assets as described herein, in favor of Secured Party. All terms used without definition in this Agreement shall have the meaning assigned to them in the Asset Transfer Documents and the Secured Agreements. All terms used without definition in this Agreement, the Asset Transfer Documents, or the Secured Agreements shall have the meaning assigned to them in the UCC.

Now, **THEREFORE**, Debtor and the Secured Party agree as follows:

1. Grant of Security Interest. To secure all of the Obligations and the performance by Debtor of its obligations under the Secured Agreements, Debtor grants to the Secured Party a security interest in the property described in Exhibit A (the "Collateral").

2. Debtor's Representations and Warranties. Debtor represents and warrants as follows:

(a) Authorization. Debtor has authority and has obtained all approvals and consents necessary to enter into this Agreement, and Debtor's execution, delivery and performance of this Agreement will not violate or conflict with the terms of Debtor's Limited Liability Company Agreement or other charter document, or any law, agreement, or other instrument or writing to which Debtor is party or by which is it bound.

(b) Title. The Collateral is owned by Debtor and is free and clear of all liens, encumbrances and other security interests.

(c) Solvency, Payment of Debts, (a) Debtor is able to pay its debts and other liabilities, contingent obligations and other commitments as they mature in the ordinary course of business, (b) Debtor does not intend to, and does not believe that it will, incur debts or liabilities beyond its ability to pay such debts and liabilities as they mature in the ordinary course of business, (c) Debtor is not engaged in a business or a transaction, and is not about to engage in a business or a transaction, for which its property would constitute unreasonably small capital under applicable laws and after giving due consideration to the prevailing practice in the industiy in which it is engaged or is to engage, (d) the fair value of the property of Debtor is greater than the total amount of liabilities, including contingent liabilities, of Debtor and (e) the present fair salable value of the property of Debtor is not less than the amount that will be required to pay the probable liability of Debtor on its debts as they become absolute and matured. In computing the amount of contingent liabilities at any time, it is intended that such liabilities will be computed at the amount which, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

(d) Further Representations. Debtor further represents, warrants, and covenants that (i) Debtor is not in default under any agreement under which Debtor owes any money, or any agreement, the violation or termination of which could have a material adverse effect on Debtor; (ii) the information provided to Secured Party on or prior to the date of this Agreement is true and correct in all material respects; (iii) Debtor is in compliance with all laws and orders applicable to it; (iv) Debtor is not a party to any litigation or is the subject of any government investigation, and Debtor has no knowledge of any pending litigation or investigation or the existence of circumstances that reasonably could be expected to give rise to such litigation or investigation; (v) Debtor's principal place of business is located at the address specified in this Agreement; (vi) Debtor is a limited liability company organized under the laws of the State of Delaware; (vii) Debtor has not granted any security interest in the Collateral; (vii) each of the representations and warranties contained in the Loan Agreement and the other Loan Documents shall be true and correct as of the date hereof, provided that each reference in such provisions to XOMA Ireland shall be deemed to refer to the Debtor, and as otherwise modified in the Assumption Agreement; and (ix) no representation or other statement made by Debtor to Secured Party contains any untrue statement of a material fact or omits to state a material fact necessary to make any statements made to Secured Party not misleading.

3. Covenants.

(a) Encumbrances. Debtor shall (i) not grant a security interest in any of the Collateral other than to Secured Party or (ii) execute, or consent to the filing of, any financing statements covering any of the Collateral in favor of any person other than Secured Party.

(b) Perfection of Security Interest. Debtor shall execute and deliver such documents as Secured Party reasonably deems necessary to create, perfect and continue the security interest in the Collateral contemplated hereby.

(c) Records. Debtor shall prepare and keep, in accordance with generally accepted accounting principles consistently applied, complete and accurate records regarding the Collateral and, if and when requested by Secured Party, shall prepare and deliver a complete and accurate schedule of all the Collateral in such detail as Secured Party may reasonably require.

(d) Fees and Costs. Debtor shall pay all expenses, including reasonable attorneys' fees, incurred by Secured Party in the preservation, realization, enforcement or exercise of any Secured Party's rights under this Agreement.

(e) Company Existence. Debtor will maintain its company existence and good standing and will maintain in force all licenses and agreements, the loss of which could have a material adverse effect on Debtor's business. Debtor will pay all taxes on or before the date such taxes are due, and will comply with all laws and orders applicable to it.

(f) Negative Covenant. Debtor will not (i) relocate its chief executive office, or change its name or state of organization, without at least 30 days prior written notice to Secured Party, or (ii) sell, lease, transfer or otherwise dispose of any of the Collateral without Secured Party's prior written consent.

(g) Further Assurances. At any time and from time to time, upon the written request of Secured Party, and at the sole expense of Debtor, Debtor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Secured Party may reasonably deem desirable to obtain the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (a) to secure all consents and approvals necessary or appropriate for the grant of a security interest to Secured Party in any Collateral held by Debtor or in which Debtor has any rights not heretofore assigned, (b) execute, acknowledge and deliver all deeds, conveyances, assignments, demises, mortgages, charges, documents and assurances at law as are necessary or advisable or as the Secured Party may reasonably require for the better granting, conveying, assigning, transfer, demising or charging the same, and every such further to the Secured Party for the purpose referred to in this Section 3.1(h) and for conferring upon the Secured Party such power of sale and other powers over the said property as are expressed to be conferred by this Agreement, and (b) filing any financing or continuation statements under the UCC with respect to the security interests granted hereby. Debtor also hereby authorizes Secured Party to file any such financing or continuation statement without the signature of Debtor.

(h) This Agreement will be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and in particular will not be considered satisfied by any intermediate repayment or satisfaction of all or any of the monies, liabilities and obligations secured by this Agreement and will continue in full force and effect until final repayment in full and total satisfaction of all monies, liabilities and obligations secured by this Agreement; and if upon such final repayment and satisfaction there shall exist any right on the part of the Borrower or any other person to draw funds or otherwise which, if exercised, would or might cause the Borrower to become actually or contingently liable to the Secured Party whether as principal debtor or as surety for another person, then the Secured Party will be entitled to retain this security and all rights, remedies and powers conferred by this Agreement in the Collateral, for so long as shall or might be necessary to secure the discharge of such actual or contingent liability; and in the event that any demand is made by the Secured Party under this Agreement the said monies will become due and shall be paid and discharged to the Secured Party and all provisions of this Agreement will apply accordingly.

(i) The security constituted by this Agreement will be in addition to and will not operate so as in any way to prejudice or affect any other security which the Secured Party may now or at any time in the future hold for or in respect of all or any part of the monies and liabilities secured by this Agreement, if any, nor will any such other security or any lien to which the Secured Party may be otherwise entitled or the liability of any person not party to this Agreement for all or any part of the monies and liabilities secured by this Agreement be in any way prejudiced or affected by this security. The Secured Party will have full power at its discretion to give time for payment to or make any other arrangement with any such other person without prejudice to the liability of the Borrower under this Agreement.

(j) If the Obligations covenanted to be paid and discharged in this Agreement have been unconditionally and irrevocably paid and discharged in full the Secured Party shall, as soon as reasonably practicable after such payment and discharge and at the request and cost of the Borrower, execute such documents as may be necessary to release the security created by this Agreement.

4. Events of Default. The occurrence of any Event of Default under the Secured Agreements, or the breach of any material representation under this Agreement, or the failure to perform any material obligation under Section 3 of this Agreement, shall constitute an "Event of Default" under this Agreement.

5. Remedies on Default. Upon the occurrence and during the continuance of an Event of Default, Secured Party shall have all rights, privileges, powers and remedies provided by law, including, but not limited to, exercise of any or all of the following remedies.

(a) Secured Party may declare all amounts outstanding under the Secured Agreements to be immediately due and payable, and thereupon all such amounts shall be and become immediately due and payable to the Secured Party; provided that upon an Event of Default under Section 7.3 of the Loan Agreement, all amounts outstanding shall be immediately due and payable without any action by Secured Party.

(b) Secured Party may dispose of the Collateral in accordance withapplicable law.

(c) Secured Party may use, operate, consume and sell the Collateral in its possession as appropriate for the purpose of performing Debtor's obligations with respect thereto to the extent necessary to satisfy the obligations of Debtor.

(d) All payments received and amounts realized by Secured Party shall be promptly applied and distributed by the Secured Party in the following order of priority:

(i) first, to the payment of all costs and expenses, including reasonable legal expenses and attorneys fees, incurred or made hereunder by Secured Party, including any such costs and expenses of foreclosure or suit, if any, and of any sale or the exercise of any other remedy under this Section 5, and of all taxes, assessments or liens superior to the lien granted under this Agreement; and

(ii) second, to the payment to Secured Party of the amount then owing under the Secured Agreements.

6. **Power of Attorney.** Debtor hereby appoints Secured Party, its attorney-in-fact to prepare, sign and file or record, for Debtor in Debtor's name, any financing statements, applications for registration and like papers and to take any other action deemed by Secured Party necessary or desirable in order to perfect the security interest of the Secured Party hereunder, and, following the occurrence and continuance of an Event of Default, Debtor hereby appoints Secured Party, its attorney-in-fact (i) to dispose of any Collateral, (ii) to perform any obligations of Debtor hereunder, (iii) to commence and prosecute any actions at any court for the purposes of collecting any Collateral and enforcing any other right in respect thereof, (iv) to defend, settle or compromise any action brought and, in connection therewith, give such discharge or release as the Secured Party may deem reasonably appropriate, (v) institute any foreclosure proceedings that the Secured Party may deem appropriate, (vi) to sign and endorse any drafts, assignments, verifications, notices and other documents relating to the Collateral, (vii) to pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, (viii) to direct any parties liable for any payment in connection with any of the Collateral to make payment of any and all monies due and to become due thereunder directly to the Secured Party or as the Secured Party shall direct, (ix) to receive payment of and receipt for any and all monies, claims, and other amounts due and to become due at any time in respect of or arising out of any Collateral, and (x) do and perform all such other acts and things as the Secured Party may reasonably deem to be necessary, proper or convenient in connection with the Collateral, in each case at Debtor's expense, but without obligation to do so.

7. Remedies Cumulative. Secured Party's rights and remedies under this Agreement, the Loan Documents, and all other agreements shall be cumulative. Secured Party shall have all other rights and remedies as provided under the New York Uniform Commercial Code (the "UCC"), by law, or in equity. No exercise by Secured Party of one right or remedy shall be deemed an election, and no waiver by Secured Party of any Event of Default on Borrower's or Debtor's part shall be deemed a continuing waiver. No delay by Secured Party shall constitute a waiver, election, or acquiescence by it. No waiver by Secured Party shall be effective unless made in a written document signed on behalf of Secured Party and then shall be effective only in the specific instance and for the specific purpose for which it was given.

8. Notices. Unless otherwise provided in this Agreement, all notices or demands by any party relating to this Agreement or any other agreement entered into in connection herewith shall be in writing and shall be personally delivered or sent by a recognized overnight delivery service, certified mail, postage prepaid, return receipt requested, or by electronic mail or telefacsimile to Debtor or to Secured Party, as the case may be, at its addresses set forth below:

If to Debtor:

XOMA (US) LLC
2910 7th Street, No. 100
Berkeley, CA 94710
Fax: 510-649-0315
Attn: Chief Financial Officer
Email: kurland@xoma.com

If to Secured Party:

Les Laboratoires Servier
50 rue Carnot
92284 Suresnes Cedex, France
Fax: + 33 1 55 72 54 66
Attn: Alliance Manager Business Partenariat Xoma
Email: guillaume.rouland@fr.netgrs.com

The parties hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other.

9. **Dispute Resolution; Choice of Law and Venue.**

(a) EACH PARTY HERETO AGREES THAT ANY ACTION, DISPUTE, PROCEEDING, CLAIM OR CONTROVERSY BETWEEN OR AMONG THE PARTIES, OR THEIR SUCCESSORS OR ASSIGNS, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING IN CONNECTION WITH THIS AGREEMENT, THE LOAN AGREEMENT OR THE XOMA US PROMISSORY NOTE ("DISPUTE" OR "DISPUTES") SHALL BE FINALLY SETTLED UNDER THE RULES OF ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE BY ONE OR MORE ARBITRATORS APPOINTED IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION AND THE SAID RULES.

(b) A SINGLE ARBITRATOR SHALL DECIDE ANY CLAIM OF $100,000 OR LESS. WHERE THE CLAIM OF ANY PARTY IS NOT QUANTIFIED OR EXCEEDS $100,000, THE DISPUTE SHALL BE DECIDED BY A MAJORITY VOTE OF THREE ARBITRATORS.

(c) THE PLACE OF ARBITRATION SHALL BE IN BRUSSELS, BELGIUM AND THE ARBITRATION SHALL BE HELD IN ENGLISH.

(d) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

(e) THE ARBITRATOR SHALL NOT HAVE THE POWER OR AUTHORITY TO AWARD PUNITIVE DAMAGES TO ANY PARTY.

(f) THE PARTIES AGREE THAT US PROCEDURAL RULES (INCLUDING DISCOVERY AND CROSS-EXAMINATION) WILL NOT APPLY AND THAT THE ARBITRATORS MAY ORDER DISCLOSURE OF A DOCUMENT ONLY IF AND TO THE EXTENT THAT IT IS HIGHLY RELEVANT TO THE RESOLUTION OF THE DISPUTE; PROVIDED, HOWEVER, THAT ALL PRIVILEGES RESTRICTING DISCLOSURE ESTABLISHED UNDER THE LAWS GOVERNING THIS AGREEMENT SHALL APPLY AND MAY BE INVOKED BY BOTH PARTIES.

(g) JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

No provision of, nor the exercise of any rights under, subsection (a) or subsection (b) above shall limit the right of any party (i) to foreclose against any Collateral, pursuant to applicable provisions of the UCC, or otherwise pursuant to applicable law, (ii) to exercise self help remedies including but not limited to setoff and repossession, or (ii) to request and obtain from a court having jurisdiction before, during or after the pendency of any arbitration provisional or ancillary remedies and relief including but not limited to injunctive or mandatory relief or the appointment of a receiver. The institution and maintenance of an action or judicial proceeding for, or pursuit of, provisional or ancillary remedies or exercise of self help remedies shall not constitute a waiver of the right of Secured Party, even if Secured Party would otherwise have such right.

10. General Provisions.

10.1 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties; provided, however, that neither this Agreement nor any rights hereunder may be assigned by Debtor without Secured Party's prior written consent, which consent may be granted or withheld in Secured Party's sole discretion. Secured Party shall have the right without the consent of or notice to Debtor to sell, transfer, negotiate, or grant participation in all or any part of, or any interest in, Secured Party's obligations, rights and benefits hereunder.

10.2 Time of Essence. Time is of the essence for the performance of all obligations set forth in this Agreement.

10.3 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

10.4 Amendments in Writing, Integration. This Agreement cannot be amended or terminated orally. All prior agreements, understandings, representations, warranties, and negotiations between the parties hereto with respect to the subject matter of this Agreement, if any, are merged into this Agreement and the Loan Documents.

10.5 Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

10.6 Survival. All covenants, representations and warranties made in this Agreement shall continue in full force and effect so long as any Obligations remain outstanding, any Obligations remain outstanding, or Secured Party has any obligation to make credit extensions to Borrower under the Loan Agreement. This Agreement shall terminate upon the payment and performance in foil of the Obligations.

10.7 Terms. In this Agreement (except where the context otherwise requires):

(a) the singular includes the plural and vice versa and any gender includes theother gender;

(b) words importing persons include natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having a separate legal personality);

(c) any reference to a statute, statutory provision or subordinate legislation ("legislation") is (unless the contrary is clearly stated) to be construed as a reference to legislation operative in New York and is (except where the context otherwise requires) to be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;

(d) save as otherwise provided in this Agreement, any reference to a section, clause, paragraph, sub-clause, sub-paragraph or schedule is a reference to a section, clause, paragraph, sub-clause, sub-paragraph or schedule (as the case may be) of this Agreement;

(e) the index and headings are inserted for convenience only and are not to affect the construction of this Agreement;

(f) a reference to any document includes that document as it has or may be amended, varied, assigned, novated, restated or supplemented from time to time;

(g) the **Borrower** and the **Secured Party** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

(h) any reference to a legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing is, in respect of any jurisdiction other than New York, to be deemed to include a reference to what most nearly approximates in that jurisdiction to the legal term under New York law;

(i) any phrase introduced by the terms "including", "include", "in particular" or any similar expression is to be construed as illustrative and shall not limit the sense of the words preceding those terms.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

DEBTOR: **XOMA (US) LLC**		**SECURED PARTY:** **LES LABORATOIRES SERVIER**	
By:		By:	
Name:		Name:	
Title:		Title:	

DEBTOR: XOMA (US) LLC
SECURED PARTY: LES LABORATOIRES SERVIER

EXHIBIT A

COLLATERAL DESCRIPTION ATTACHMENT
TO SECURITY AGREEMENT

The following personal property of Debtor:

1. All of Debtor's right, title and interest in that certain Transfer Agreement relating to the Intellectual Property Rights (as defined below), effective as of December 30, 2010, by and between XOMA Technology Ltd. and XOMA Ireland Limited, which rights of XOMA Ireland Limited have been assigned to and assumed by Debtor pursuant to that certain Asset Transfer Agreement, dated as of August,2013;

2. All of Debtor's right, title and interest in the patents and patent applications in the Licensed Territory listed in Schedule A hereto (including any rights transferred under the above mentioned December 30, 2010 Transfer Agreement), including any and all related continuations, continuations in-part, divisions, extensions, reissues, re-examinations, renewals or substitutions, any and all other proprietary rights related to the foregoing (including, without limitation, remedies against infringements thereof and rights of protection of and interest therein under the laws of all jurisdictions) in the Licensed Territory (as defined below).

"Licensed Territory" means all countries of the world other than (a) the United States of America, and (b) Japan, including their respective territories and possessions.

SCHEDULE A

FAMILY 1
Title: **ILl-Beta binding antibodies and fragments thereof**
Inventors: **Linda Masat; Mary Haak-Frendscho; Gang Chen; Arnold Horwitz; Marina Roell**

COUNTRY	APPLICATION NO.	FILE DATE	PATENT/PUBLICATION
US Provisional	61/692,830	06/21/05	
PCT	PCT/US06/024261	06/21/06	W02007/002261
Australia	2006 262179	06/21/06	2006262179 B2
Brazil	PI0612273-6	06/21/06	BRPI0612273 A2
Canada	2,612,760	06/21/06	CA2612760 A1
China	2006 80026551.9	06/21/06	CN101228188 A
China	201210157441.3	05/18/12	CN102775493A
EP (all countries):	06773749.4	06/21/06	1899378
Austria	06773749.4	06/21/06	1899378
Belgium	06773749.4	06/21/06	1899378
Bulgaria	06773749.4	06/21/06	1899378
Cyprus	06773749.4	06/21/06	1899378
Czech Republic	06773749.4	06/21/06	1899378
Denmark	06773749.4	06/21/06	1899378
Estonia	06773749.4	06/21/06	E004059
Finland	06773749.4	06/21/06	1899378
France	06773749.4	06/21/06	1899378
Germany	06773749.4	06/21/06	60 2006 010 072.8-08
Greece	06773749.4	06/21/06	3070850
Hungary	06773749.4	06/21/06	E007716
Iceland	06773749.4	06/21/06	1899378
Ireland	06773749.4	06/21/06	1899378
Italy	06773749.4	06/21/06	73749BE/2009
Latvia	06773749.4	06/21/06	1899378
Lithuania	06773749.4	06/21/06	1899378
Luxembourg	06773749.4	06/21/06	1899378
Monaco	06773749.4	06/21/06	1899378
Netherlands	06773749.4	06/21/06	1899378
Poland	06773749.4	06/21/06	1899378
Portugal	06773749.4	06/21/06	1899378
Romania	06773749.4	06/21/06	RO/EP 1 899 378
Slovak Republic	06773749.4	06/21/06	1899378
Slovenia	06773749.4	06/21/06	1899378
Spain	06773749.4	06/21/06	1899378
Sweden	06773749.4	06/21/06	1899378
Switzerland	06773749.4	06/21/06	1899378
Turkey	06773749.4	06/21/06	TR 2009 09878 T4
United Kingdom	06773749.4	06/21/06	1899378
EP	09 174 190.0	10/27/09	2 163 562 A2
EP	10 179 088.9	09/23/10	2314623 B1
Austria	10 179 088.9	09/23/10	2314623 B1
Belgium	10 179 088.9	09/23/10	2314623 B1
Bulgaria	10 179 088.9	09/23/10	2314623 B1
Cyprus	10 179 088.9	09/23/10	2314623 B1
Czech Republic	10 179 088.9	09/23/10	2314623 B1
Denmark	10 179 088.9	09/23/10	2314623 B1

Estonia	10 179 088.9	09/23/10	2314623 B1
Finland	10 179 088.9	09/23/10	2314623 B1
France	10 179 088.9	09/23/10	2314623 B1
Germany	10 179 088.9	09/23/10	2314623 B1
Greece	10 179 088.9	09/23/10	2314623 B1
Hungry	10 179 088.9	09/23/10	2314623 B1
Iceland	10 179 088.9	09/23/10	2314623 B1
Ireland	10 179 088.9	09/23/10	2314623 B1
Italy	10 179 088.9	09/23/10	2314623 B1
Latvia	10 179 088.9	09/23/10	2314623 B1
Lithuania	10 179 088.9	09/23/10	2314623B1
Liechtenstein	10 179 088.9	09/23/10	2314623 B1
Luxembourg	10 179 088.9	09/23/10	2314623 B1
Monaco	10 179 088.9	09/23/10	2314623 B1
Netherlands	10 179 088.9	09/23/10	2314623 B1
Poland	10 179 088.9	09/23/10	2314623 B1
Portugal	10 179 088.9	09/23/10	2314623 B1
Romania	10 179 088.9	09/23/10	2314623 B1
Spain	10 179 088.9	09/23/10	2314623 B1
Sweden	10 179 088.9	09/23/10	2314623 B1
Slovenia	10 179 088.9	09/23/10	2314623 B1
Slovak Republic	10 179 088.9	09/23/10	2314623 B1
Switzerland	10 179 088.9	09/23/10	2314623 B1
Turkey	10 179 088.9	09/23/10	2314623 B1
United Kingdom	10 179 088.9	09/23/10	2314623 B1
EP	10 179 089.7	09/23/10	2 322 552 A2
Hong Kong	09100795.8	06/21/06	1123560
Hong Kong	10107181.2	07/27/10	1140781A
Hong Kong	11111525.8	10/26/11	1157351 B
Hong Kong	11112428.4	11/17/11	1158218A
Israel	188094	06/21/06	188094
Israel	202630	12/09/09	202630
India	320/CHENP/2008	06/21/06	
Korea	10-2008-7001520	06/21/06	KR 20080039875 A
Mexico	MX/a/2007/016032	06/21/06	282003
Mexico	MX/a/2010/00263 8	03/08/10	
New Zealand	565138	06/21/06	565138
Philippines	1-2007-502895	06/21/06	1-2007-502895
Russian Federation	2008102135	06/21/06	RU 2008102135 A
Singapore	200718904-6	06/21/06	140638
South Africa	2008/00555	06/21/06	2008/00555

FAMILY 2
Title: **Methods for Treatment of IL-1 Beta Related Diseases**
Inventors: **Alan M. Solinger; Patrick J. Scannon; Robert J. Bauer; David Alleva**

COUNTRY	APPLICATION NO.	FILE DATE	PATENT/PUBLICATION
US Provisional	60/871,046	12/20/06	
US Provisional	60/908,389	03/27/07	
US Provisional	60/911,033	04/10/07	
PCT	PCT/US2007/088411	12/20/07	WO 2008/077145
Europe	07869675.4	12/20/07	EP2094306A2
Australia	2007333635	12/20/07	AU2007333635 A1
Brazil	PI 0720928-2	12/20/07	
Canada	2,673,592	12/20/07	

China	200780051536.4	12/20/07	CN 101616690A
Hong Kong	10102012.8	02/25/10	1135323A
India	4626/DELNP/2009	12/20/07	
Indonesia	WOO 2009 01721	12/20/07	050.2064A
Mexico	MX/a/2009/006709	12/20/07	299543
Russia	2009127066	12/20/07	
South Africa	2009/04660	12/20/07	2009/04660

FAMILY 3
Title: Methods for Treatment of Gout
Inventors: Alan M. Solinger

COUNTRY	APPLICATION NO.	FILE DATE	PATENT/PUBLICATION
US Provisional	61/015,633	12/20/07	
US Provisional	61/059,378	06/06/08	
US Provisional	61/095,191	09/08/08	
PCT	PCT/US08/087519	12/18/08	WO 2009/086003
Australia	2008343085	07/12/10	
Canada	2,710,252	12/18/08	
China	200880126879.7	12/18/08	
EP	08866346.3	07/19/10	2 391 650 A1
Mexico	MX/a/2010/006823	06/18/10	293693
Russia	2010129783	07/20/10	

FAMILY 4
Title: Methods for the Treatment of Rheumatoid Arthritis
Inventors: Alan M. Solinger, Alexander Owyang

COUNTRY	APPLICATION NO.	FILE DATE	PATENT/PUBLICATION
US Provisional	61/059,711	06/06/08	
US Provisional	61/095,232	09/08/08	
PCT	PCT/US09/46441	06/05/09	WO 2009/149370
Canada	2,727,171	12/06/10	
Australia	2009256072	12/14/10	
Europe:	09 759 528.4	12/22/10	2293816B1
Austria	09 759 528.4	12/22/10	2293816 B1
Belgium	09 759 528.4	12/22/10	2293816B1
Bulgaria	09 759 528.4	12/22/10	2293816 B1
Croatia	09 759 528.4	12/22/10	2293816B1
Cyprus	09 759 528.4	12/22/10	2293816B1
Czech Repub	09 759 528.4	12/22/10	2293816B1
Denmark	09 759 528.4	12/22/10	2293816 B1
Estonia	09 759 528.4	12/22/10	2293816B1
Finland	09 759 528.4	12/22/10	2293816B1
France	09 759 528.4	12/22/10	2293816B1
Germany	09 759 528.4	12/22/10	2293816 B1
Greece	09 759 528.4	12/22/10	2293816B1
Hungary	09 759 528.4	12/22/10	2293816B1
Iceland	09 759 528.4	12/22/10	2293816B1
Ireland	09 759 528.4	12/22/10	2293816B1
Italy	09 759 528.4	12/22/10	2293816 B1
Latvia	09 759 528.4	12/22/10	2293816 B1
Lithuania	09 759 528.4	12/22/10	2293816 B1
Luxembourg	09 759 528.4	12/22/10	2293816B1

Macedonia	09 759 528.4	12/22/10	2293816 B1
Malta	09 759 528.4	12/22/10	2293816 B1
Monaco	09 759 528.4	12/22/10	2293816 B1
Netherlands	09 759 528.4	12/22/10	2293816B1
Norway	09 759 528.4	12/22/10	2293816B1
Poland	09 759 528.4	12/22/10	2293816B1
Portugal	09 759 528.4	12/22/10	2293816B1
Romania	09 759 528.4	12/22/10	2293816B1
Slovak Repub	09 759 528.4	12/22/10	2293816B1
Slovenia	09 759 528.4	12/22/10	2293816B1
Spain	09 759 528.4	12/22/10	2293816 B1
Sweden	09 759 528.4	12/22/10	2293816B1
Switzerland/ Liechtenstein	09 759 528.4	12/22/10	2293816B1
Turkey	09 759 528.4	12/22/10	2293816B1
UK	09 759 528.4	12/22/10	2293816 B1

FAMILY 5
Title: **Methods for Treating or Preventing IL-lBeta Related Diseases**
Inventors: **Patrick J. Scannon, Alan M. Solinger, Robert J. Bauer**

COUNTRY	APPLICATION NO.	FILE DATE	PATENT/PUBLICATION
US Provisional	61/094,842	09/05/08	
US Provisional	61/121,451	12/10/08	
PCT	PCT/US09/56086	09/04/09	WO 2010/028275
Australia	2009289547	03/03/11	
Canada	2,735,940	03/02/11	
Europe	09 812 306.0	04/04/11	2 341 936 A1

FAMILY 6
Title: **METHODS FOR IMPROVEMENT OF BETA CELL FUNCTION**
Inventors: **Patrick J. Scannon, Alan M. Solinger, Robert J. Bauer**

COUNTRY	APPLICATION NO.	FILE DATE	PATENT/PUBLICATION
US Provisional	61/094,857	09/05/08	
US Provisional PCT	61/121,486 PCT/US09/56084	12/10/08 09/04/09	WO 2010/028273
Australia	2009289545	03/03/11	
Canada	2,735,939	03/02/11	
Europe	09 812 304.5	04/04/11	2 341 935 A1

FAMILY 7
Title: **CARDIOVASCULAR RELATED USES OF IL-ip ANTIBODIES AND BINDING FRAGMENTS THEREOF**
Inventors: **Patrick J. Scannon, Alan M. Solinger, Jeffrey D. Feldstein**

COUNTRY	APPLICATION NO.	FILE DATE	PATENT/PUBLICATION
US Provisional	61/182,679	05/29/09	
US Provisional	61/252,571	10/16/09	
US Provisional	61/313,001	03/11/10	
PCT	PCT/US10/36761	05/28/10	WO 2010/138939
Australia	2010253924	05/28/10	
Australia	2013203560	04/10/13	

Brazil	PI1011228-6	11/29/11	
Canada	2,763,161	05/28/10	
China	201080033031.7	05/28/10	CN 102573893A
EPO	10 781 360.2	12/20/11	EP 2 435 073 A1
Eurasia	201101643	12/15/11	
Hong Kong	12108509.3	08/XX/12	1167814A
India	9944/DELNP/2011	12/16/11	
Indonesia	WOO 2011 04690	12/21/11	2012/01714 A
Israel	216660	11/28/11	
Korea	10-2011-7031198	12/27/11	10-2012-006104
Mexico	MX/a/2011/012666	11/28/11	
New Zealand	597024	11/12/11	
Philippines	1-2011-502479	11/28/11	
Singapore	201108772-3	11/28/11	
South Africa	2011/09050	12/08/11	

FAMILY 8
Title: **Methods for the** treatment **of** IL**-lBeta related conditions**
Inventors: **Alan M. Solinger, Ahmet GUI**

COUNTRY	APPLICATION NO.	FILE DATE	PATENT/PUBLICATION
US Provisional	61/332,658	05/07/10	
US Provisional	61/334,125	05/12/10	
US Provisional	61/444,638	02/18/11	
PCT	PCT/US11/35646	05/06/11	WO 2011/140522
Australia	2011249854	05/06/11	
Australia	2013203214	04/09/13	
Brazil	BR 11 2012 028557 2	05/06/11	
Canada	2,797,846	05/06/11	
China	201180022684.X	05/06/11	2013-509314
Europe	11778465.2	05/06/11	2 566 520 A
Eurasia	201201526	05/06/11	
India	9496/DELNP/2012	05/06/11	
Indonesia	W00201204922	05/06/11	
Israel	222890	05/06/11	
Korea	10-2012-7031454	05/06/11	
Mexico	MX/a/2012/012901	05/06/11	
New Zealand	603191	05/06/11	
Philippines	1-2012-502143	05/06/11	
Singapore	201208230-1	05/06/11	
South Africa	2012/08172	05/06/11	

FAMILY 9*
Title: **METHODS FOR TREATING ACNE**
Inventors: **Paul Rubin**

COUNTRY	APP. NO.	FILE DATE	PATENT/PUBLICATION
US Provisional	61/577,450	12/19/11	
PCT	PCT/US12/70734	12/19/12	

*Future ROW (non-US, non-Japan) rights

EXHIBIT 2

PROMISSORY NOTE

€15,000,000

August__, 2013
Berkeley, California

FOR VALUE RECEIVED, XOMA (US) LLC, a Delaware limited liability company *{"Borrower"),* hereby promises to pay to the order of **LES LABORATOIRES SERVIER,** a corporation organized under the laws of France ("***Lender***"), the principal sum of Fifteen Million Euros (€15,000,000) (the "***Loan***") together with accrued and unpaid interest thereon, each due and payable on the dates and in the manner set forth below.

This Promissory Note is the Note referred to in and is executed and delivered in connection with that certain Security Agreement, dated as of even date herewith, executed by Borrower in favor of Lender (as the same may from time to time be amended, modified or supplemented or restated, the "***Security Agreement***"), and that certain Loan Agreement, dated as of December 30, 2010, as amended, by and between Borrower and Lender (as the same may from time to time be amended, modified or supplemented or restated, the **"Loan Agreement"),** among other agreements. Additional rights and obligations of Lender are set forth in the Security Agreement and the Loan Agreement. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Loan Agreement and the Security Agreement.

1. **Original Note; Loan Agreement.** This Promissory Note replaces the Promissory Note, dated as of January 13, 2011, issued by Xoma Ireland Limited to Lender (the "Original Note"). Lender shall deliver the cancelled Original Note to Xoma Ireland Limited upon its receipt of this Promissory Note, executed by the Borrower. This Promissory Note shall be the Note referred to in the Loan Agreement and is entitled to the benefits of all provisions of the Loan Agreement. All references in the Loan Agreement to the "Note" shall be deemed to refer to this Promissory Note.

2. Principal Repayment. The total outstanding principal amount of the indebtedness evidenced by this Promissory Note shall be due and payable in accordance with the terms of the Loan Agreement. Demand, diligence, presentment, protest and notice of nonpayment and protest are hereby waived by the Borrower.

3. Interest Rate. Borrower further promises to pay interest on the outstanding principal amount hereof at the rate or rates *per annum* and in the manner set forth in the Loan Agreement, or the maximum rate permissible by law, whichever is less.

4. Payment on Non-Business Day. In the event that any payment of any principal, interest, fees or other amounts payable by Borrower under or pursuant to the Loan Agreement, or under any other Loan Document shall become due on any day which is not a Business Day, such due date shall be extended to the next succeeding Business Day, further provided that no interest shall accrue from and during any such extension.

5. Default. Upon the occurrence and during the continuance of an Event of Default under the Loan Agreement or any of the other Loan Documents, all unpaid principal, accrued interest and other amounts owing hereunder shall become due and payable as provided in the Loan Agreement and the Lender shall have all rights and remedies against the Borrower as provided in the Loan Agreement, the Security Agreement and under applicable law.

6. Secured Note. The full amount of this Note is secured by the Collateral identified and described as security therefore in the Security Agreement executed by and delivered by Borrower to Lender. Borrower shall not, directly or indirectly, create, permit or suffer to exist, and shall defend the Collateral against and take such other action as is necessary to remove, any Lien on or in the Collateral, or in any portion thereof.

7. Representations and Warranties. By its execution hereof, Borrower hereby represents and warrants that each of the representations and warranties contained in the Loan Agreement and the other Loan Documents shall be true and correct as of the date hereof, provided that each reference in such provisions to XOMA Ireland shall be deemed to refer to the Borrower.

8. Governing Law. This Note shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction. The provisions of Section 9 of the Security Agreement are hereby incorporated by reference (including with respect to arbitration) and this Promissory Note and the parties hereto shall otherwise be subject to all of the terms and conditions of Section 9 of the Security Agreement, *mutatis mutandis.*

9. Successors and Assigns. The provisions of this Note shall inure to the benefit of and be binding on any successor to Borrower and shall extend to any holder hereof.

BORROWER

XOMA (US) LLC

By: ____________________

Printed Name: ____________________

Title: ____________________

EXHIBIT 3

Dated 2013

XOMA IRELAND LIMITED

as Chargor

LES LABORATOIRES SERVIER

as Chargee

and

DEED OF RELEASE

Re: Fixed Equitable Charge dated 13 January 2011

A **& L GOODBODY**

THIS DEED OF RELEASE is dated 2013 and made between:

(1) **XOMA IRELAND LIMITED,** a company incorporated in Ireland with registration number 307875 and having its registered office at 26 Pembroke Street Upper, Dublin 2, Ireland (the **Chargor**); and

(2) **LES LABORATOIRES SERVIER,** a company organised and existing under the laws of France having its principal place of business at 50 rue Carnot, 92284 Suresnes, France (the **Chargee**).

WHEREAS:

A. By a fixed charge dated 13 January 2011 between the Chargor and Chargee in respect of the Loan Agreement, the Chargor has granted security to the Chargee for the payment and discharge of the Obligations (the **Fixed Charge).**

B. Pursuant to a consent, transfer and assumption agreement dated the date hereof between the Chargor, the Chargee and **XOMA** (US) LLC (the **Consent, Transfer, Assumption and Amendment Agreement)** the Chargee has agreed to release the Chargor in full from its obligations under the Fixed Charge and has agreed to do so on and subject to the terms of this Deed.

WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires, terms used and not defined shall have the same meaning given to them in the Fixed Charge.

Indebtedness has the same meaning as in the Loan Agreement;

Intellectual Property Rights has the same meaning as in the Loan Agreement;

Loan Agreement means the loan agreement dated 30 December, 2010 between the Chargor and the Chargee pursuant to which the Chargee made a loan available to the Chargor, as amended from time to time;

Loan Documents has the same meaning as in the Loan Agreement;

Obligations has the same meaning as in the Loan Agreement;

Transfer Agreement means the transfer agreement between Xoma Technology Ltd. and the Chargor dated 30 December 2010 relating to the Intellectual Property Rights;

2. DISCHARGE AND RELEASE

2.1. In accordance with the terms of the Fixed Charge, the Chargee hereby irrevocably and unconditionally

2.1.1. **RELEASES and DISCHARGES** unto the Chargor, to the extent charged by way of security in favour of the Chargee pursuant to the Fixed Charge, all rights, interests and titles in and to the Transfer Agreement present or future;

2.1.2. **RELEASES and DISCHARGES** unto the Chargor, to the extent charged by way of security in favour of the Chargee pursuant to the Fixed Charge, all rights, interests and titles in and to the Intellectual Property Rights, including without limitation, all Intellectual Property Rights specified in the schedule attached to the Fixed Charge; and

2.1.3. **RELEASES and DISCHARGES** the Chargor from all obligations, absolute and contingent, pursuant to the Fixed Charge and all claims and demands thereunder, so that such obligations, claims and demands are, with effect from the execution and delivery of this Deed, discharged and of no further effect.

2.2. The Chargor and the Chargee hereby agree that the Fixed Charge be and is herebyterminated.

3. **INVALIDITY**

3.1. If a provision of this Deed is or becomes illegal, invalid or unenforceable in anyjurisdiction, that will not affect:

3.1.1. the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or

3.1.2. the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Deed.

The illegal, invalid or unenforceable provision shall be substituted by a valid provision which accomplishes as far as legally possible the economic purposes of the void or unenforceable provision.

4. REPRESENTATIONS AND WARRANTIES

4.1. Each of the parties hereto hereby represents and warrants that:

4.1.1. it has full power and authority to execute, deliver and perform its obligations under this Deed; and

4.1.2. this Deed constitutes its legal, valid and binding obligations enforceable against it in accordance with its terms.

5. FURTHER ASSURANCES

The Chargee shall, at the cost and expense of the Chargor, from time to time sign, seal, execute, acknowledge, deliver, file and register, all such further and additional documents, instruments, agreements, certificates, consents and assurances and do all such other acts and things as may be reasonably required by the Chargor for the purpose of more effectively carrying out the intent and purpose of this Deed.

6. COUNTERPARTS

This Deed may be executed in any number of counterparts and by the different parties to this Deed on different counterparts each of which, when executed and delivered, shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

7. GOVERNING LAW

This Deed shall be governed by and construed in accordance with the laws of Ireland.

IN WITNESS whereof the parties have executed and delivered this Deed on the date at the beginning of this Deed.

GIVEN UNDER THE COMMON SEAL OF
XOMA IRELAND LIMITED

LES LABORATORIES SERVIER

By: ______________________________
Name: ______________________________
Title: ______________________________

EXHIBIT 4

CONFIRMATION OF SATISFACTION

Pursuant to Section 3.1 of that certain Consent, Transfer, Assumption and Amendment Agreement dated August____, 2013 (the "**Loan Transfer Consent**"), by and among XOMA Ireland, XOMA US and Servier, the undersigned as [INSERT TITLE] of Servier hereby confirms and declares that it has received from XOMA US (i) confirmation of the completion of the GEVO Asset Transfer, (ii) the signed XOMA US Note and (iii) the fully signed Security Agreement; and that the Conditions have thus been satisfied as of the Transfer Completion Date (all capitalized terms shall have the meanings assigned thereto in the Loan Transfer Consent).

For and on behalf of LES LABORATOIRES SERVIER

By: ______________________
Name: ______________________
Title: ______________________
Date: ______________________

Exhibit 10.2

PROMISSORY NOTE

€15,000,000

August 12, 2013
Berkeley, California

FOR VALUE RECEIVED, XOMA (US) LLC, a Delaware limited liability company ***("Borrower***"), hereby promises to pay to the order of **LES LABORATOIRES SERVIER,** a corporation organized under the laws of France ("***Lender***"), the principal sum of Fifteen Million Euros (€15,000,000) (the ***"Loan")*** together with accrued and unpaid interest thereon, each due and payable on the dates and in the manner set forth below.

This Promissory Note is the Note referred to in and is executed and delivered in connection with that certain Security Agreement, dated as of even date herewith, executed by Borrower in favor of Lender (as the same may from time to time be amended, modified or supplemented or restated, the ***"Security Agreement"),*** and that certain Loan Agreement, dated as of December 30, 2010, as amended, by and between Borrower and Lender (as the same may from time to time be amended, modified or supplemented or restated, the **"Loan Agreement"),** among other agreements. Additional rights and obligations of Lender are set forth in the Security Agreement and the Loan Agreement. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Loan Agreement and the Security Agreement.

1. Original Note; Loan Agreement. This Promissory Note replaces the Promissory Note, dated as of January 13, 2011, issued by Xoma Ireland Limited to Lender (the "Original Note"). Lender shall deliver the cancelled Original Note to Xoma Ireland Limited upon its receipt of this Promissory Note, executed by the Borrower. This Promissory Note shall be the Note referred to in the Loan Agreement and is entitled to the benefits of all provisions of the Loan Agreement. All references in the Loan Agreement to the "Note" shall be deemed to refer to this Promissory Note.

2. Principal Repayment. The total outstanding principal amount of the indebtedness evidenced by this Promissory Note shall be due and payable in accordance with the terms of the Loan Agreement. Demand, diligence, presentment, protest and notice of nonpayment and protest are hereby waived by the Borrower.

3. Interest Rate. Borrower further promises to pay interest on the outstanding principal amount hereof at the rate or rates *per annum* and in the manner set forth in the Loan Agreement, or the maximum rate permissible by law, whichever is less.

4. Payment on Non-Business Day. In the event that any payment of any principal, interest, fees or other amounts payable by Borrower under or pursuant to the Loan Agreement, or under any other Loan Document shall become due on any day which is not a Business Day, such due date shall be extended to the next succeeding Business Day, further provided that no interest shall accrue from and during any such extension.

5. Default. Upon the occurrence and during the continuance of an Event of Default under the Loan Agreement or any of the other Loan Documents, all unpaid principal, accrued interest and other amounts owing hereunder shall become due and payable as provided in the Loan Agreement and the Lender shall have all rights and remedies against the Borrower as provided in the Loan Agreement, the Security Agreement and under applicable law.

6. Secured Note. The full amount of this Note is secured by the Collateral identified and described as security therefore in the Security Agreement executed by and delivered by Borrower to Lender. Borrower shall not, directly or indirectly, create, permit or suffer to exist, and shall defend the Collateral against and take such other action as is necessary to remove, any Lien on or in the Collateral, or in any portion thereof.

7. Representations and Warranties. By its execution hereof, Borrower hereby represents and warrants that each of the representations and warranties contained in the Loan Agreement and the other Loan Documents shall be true and correct as of the date hereof, provided that each reference in such provisions to XOMA Ireland shall be deemed to refer to the Borrower.

8. Governing Law. This Note shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction. The provisions of Section 9 of the Security Agreement are hereby incorporated by reference (including with respect to arbitration) and this Promissory Note and the parties hereto shall otherwise be subject to all of the terms and conditions of Section 9 of the Security Agreement, *mutatis mutandis.*

9. Successors and Assigns. The provisions of this Note shall inure to the benefit of and be binding on any successor to Borrower and shall extend to any holder hereof.

BORROWER **XOMA (US) LLC**

By: /s/ James R. Neal
Printed Name: James R. Neal
Title: VP Business Development

Exhibit 10.3

Execution Version

SECOND AMENDMENT TO LOAN AGREEMENT

THIS SECOND AMENDMENT TO LOAN AGREEMENT (this "***Amendment***") is entered into as of August 12, 2013**,** by and among XOMA (US) LLC, a Delaware limited liability company ("***Borrower***"); XOMA CORPORATION (formerly known as XOMA Ltd.), a Delaware corporation ("***Holdings***"); the other Loan Parties signatory hereto; GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation (in its individual capacity, " ***GE Capital***"), for itself as Lender and as Agent for Lenders; and the other Lenders signatory hereto.

RECITALS

A. Borrower, the other Loan Parties, Lenders and Agent are parties to a certain Loan Agreement, dated as of December 30, 2011 (as amended by that certain First Amendment to Loan Agreement, dated as of September 27, 2012, the "***Existing Loan Agreement***", and as amended hereby and as may be further amended, restated, supplemented or otherwise modified from time to time, the "***Loan Agreement***"), and that certain Guaranty, Pledge and Security Agreement, dated as of December 30, 2011 (as amended from time to time and as amended hereby and as may be further amended, restated, supplemented or otherwise modified from time to time, the "***Security Agreement***"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement;

B. Borrower has requested that the Lenders amend certain provisions of the Loan Agreement, the Security Agreement and certain other Loan Documents to facilitate the transfer by XOMA Ireland to Borrower of certain Intellectual Property and related contractual rights pursuant to an Asset Transfer Agreement, dated as August 12, 2013, by and between XOMA Ireland and Borrower (the "***Asset Transfer Agreement***") , and the other documents executed in connection therewith (the "***Asset Transfer Documents***");

C. Subject to the terms and conditions set forth herein, the Lenders have agreed to amend the Loan Agreement as set forth herein;

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter contained, and intending to be legally bound, the parties hereto agree as follows:

A. AMENDMENTS

1. Section 7.1 of the Loan Agreement is hereby amended by replacing clause (a) of the defined term "Excluded Negative Pledge Asset" in its entirety with the following:

> "(a) Intellectual Property constituting XOMA-052 (including without limitation all Collateral (as defined in that certain Loan Agreement, dated as of December 30, 2010 by and between XOMA Ireland and Servier, as amended by that Consent, Transfer, Assumption and Amendment Agreement, dated as of August 12, 2013, by and among XOMA Ireland, the Borrower and Servier (collectively, the "Servier Loan Agreement")), or Anti-Botulism Antibody Products (as defined below),"

2. Section 7.2 of the Loan Agreement is hereby amended by replacing clause (f) thereof in its entirety with the following:

> "(f) Indebtedness of XOMA Ireland and/or the Borrower owed to Servier pursuant to the Servier Loan Agreement in an aggregate amount not to exceed €17,500,000;"

3. Section 7.8 of the Loan Agreement is hereby amended by (a) replacing the "and" at the end of clause (iii) thereof with ",", (b) replacing the "." at the end of clause (iv) thereof with ", and", and (c) adding the following new clause (v) thereto:

> (v) the transactions contemplated pursuant to that certain Asset Transfer Agreement, dated as of August 12, 2013, between XOMA Ireland and Borrower as in effect as of the Second Amendment Effective Date (the "Asset Transfer Agreement") and the other Servier Asset Transfer Documents. "Servier Asset Transfer Documents" means (A) the Consent, Transfer, Assumption and Amendment Agreement, dated as of August 12, 2013, between XOMA Ireland, Servier and Borrower as in effect as of the Second Amendment Effective Date, (B) the Promissory Note, dated as of August 12, 2013, executed by Borrower in favor of XOMA Ireland as in effect as of the Second Amendment Effective Date, (C) the Security Agreement, dated as of August 12, 2013, executed by Borrower in favor of Servier as in effect as of the Second Amendment Effective Date, (D) the Promissory Note, dated as of August 12, 2013, executed by Borrower in favor of Servier as in effect as of the Second Amendment Effective Date, (E) the Consent Letter to the Assignment of the Transfer Agreement and the Assignment and Assumption Agreement, dated as of December 30, 2010, by and between XOMA Technology Ltd. And XOMA Ireland as in effect as of the Second Amendment Effective Date, and (F) the Asset Transfer Agreement. "Second Amendment Effective Date" means August 12, 2013.

4. Article II, Section 2.1(s) of the Security Agreement is hereby amended by replacing clause (i) thereof in its entirety with the following:

> "(i) subject to the limitations set forth in Section 2.2, any Grantor's interest in any Intellectual Property (as defined in Section 2.2) (including without limitation all "Collateral" (as defined in that certain Loan Agreement dated as of December 30, 2010 by and between XOMA Ireland and Servier, as amended by that Consent, Transfer, Assumption and Amendment Agreement, dated as of August 12, 2013, by and among XOMA Ireland, XOMA (US) LLC and Servier, and the Servier Asset Transfer Documents)),"

5. The Loan Agreement is amended by replacing Section 5.3(i)(B) of Schedule B to the Loan Agreement in its entirety with Schedule I to this Amendment.

6. All references in the Loan Agreement, the Security Agreement, the Irish Debenture and the other Loan Documents to the "Servier Loan Agreement" are amended to refer to the Loan Agreement, dated as of December 30, 2010, by and between XOMA Ireland and Servier, as amended by that certain Consent, Transfer, Assumption and Amendment Agreement, dated as of August 12, 2013, by and among XOMA Ireland, the Borrower and Servier, in each case as in effect on the Second Amendment Effective Date.

B. CONSENT

1. Notwithstanding the provisions of Section 7.11(a) of the Loan Agreement, the Agent and the Requisite Lenders hereby consent to the amendment of the Servier Loan Agreement on the date hereof pursuant to the Asset Transfer Documents.

2. Notwithstanding any provision of the Irish Debenture to the contrary, the Requisite Lenders hereby consent to the transfer of assets from XOMA Ireland to the Borrower contemplated in the Servier Asset Transfer Documents.

C. CONDITIONS TO EFFECTIVENESS

Notwithstanding any other provision of this Amendment and without affecting in any manner the rights of the Lenders hereunder, it is understood and agreed that this Amendment shall not become effective, and the Borrower shall have no rights under this Amendment, until Agent shall have received true, correct and complete copies of the Asset Transfer Documents (including, without limitation, each document set forth on Exhibit A to the Asset Transfer Agreement as in effect on the date hereof), which documents are attached to Exhibit A to this Amendment.

D. REPRESENTATIONS

To induce the Lenders and Agent to enter into this Amendment, each Loan Party hereby represents and warrants to the Lenders and the Agent that:

1. The execution, delivery and performance by such Loan Party of this Amendment (a) are within each Loan Party's corporate or limited liability company power; (b) have been duly authorized by all necessary corporate, limited liability company and/or shareholder action, as applicable; (c) are not in contravention of any provision of any Loan Party's certificate of incorporation or formation, or bylaws or other organizational documents; (d) do not violate any law or regulation, or any order or decree of any Governmental Authority; (e) do not conflict with or result in the breach or termination of, constitute a default under or accelerate any performance required by, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which any Loan Party or any of its Subsidiaries is a party or by which any Loan Party or any such Subsidiary or any of their respective property is bound; (f) do not result in the creation or imposition of any Lien upon any of the property of any Loan Party or any of its Subsidiaries (except Liens granted to Agent, on behalf of the Lenders pursuant to the terms of the Transaction Documents, as amended); and (g) do not require the consent or approval of any Governmental Authority or any other person;

2. This Amendment has been duly executed and delivered for the benefit of or on behalf of each Loan Party and constitutes a legal, valid and binding obligation of each Loan Party, enforceable against such Loan Party in accordance with its terms except as the enforceability hereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights and
remedies in general; and

3. After giving effect to this Amendment, the representations and warranties contained in the Loan Agreement and the other Transaction Documents are true and correct in all material respects, and no Default or Event of Default has occurred and is continuing as of the date hereof.

E. OTHER AGREEMENTS

1. Post Closing Covenant. Each Loan Party hereby covenants and agrees to the Agent and the Lenders that the original promissory note made by Borrower in favor of XOMA Ireland in connection with the Asset Transfer Agreement, duly endorsed in blank and in form and satisfactory to the Agent, shall be delivered to Agent no later than August 22, 2013.

2. Continuing Effectiveness of Transaction Documents. As amended hereby, all terms of the Loan Agreement and the other Transaction Documents shall be and remain in full force and effect and shall constitute the legal, valid, binding and enforceable obligations of the Loan Parties party thereto. To the extent any terms and conditions in any of the other Transaction Documents shall contradict or be in conflict with any terms or conditions of the Loan Agreement, after giving effect to this Amendment, such terms and conditions are hereby deemed modified and amended accordingly to reflect the terms and conditions of the Loan Agreement as modified and amended hereby. Upon the effectiveness of this Amendment such terms and conditions are hereby deemed modified and amended accordingly to reflect the terms and conditions of the Loan Agreement as modified and amended hereby.

3. Acknowledgment of Perfection of Security Interest. Each Loan Party hereby acknowledges that, as of the date hereof, the security interests and liens granted to Agent and the Lenders under the Loan Agreement and the other Transaction Documents are (i) in full force and effect, (ii) are properly perfected and (iii) are enforceable, in each case in accordance with the terms of the Loan Agreement and the other Transaction Documents.

4. Effect of Agreement. Except as set forth expressly herein, all terms of the Loan Agreement, as amended hereby, and the other Transaction Documents shall be and remain in full force and effect and shall constitute the legal, valid, binding and enforceable obligations of the Borrower to the Lenders and Agent. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Lenders under the Loan Agreement, nor constitute a waiver of any provision of the Loan Agreement. This Amendment shall constitute a Transaction Document for all purposes of the Loan Agreement.

5. Governing Law**.** This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York and all applicable federal laws of the United States of America.

6. No Novation**.** This Amendment is not intended by the parties to be, and shall not be construed to be, a novation of the Loan Agreement and the other Transaction Documents or an accord and satisfaction in regard thereto.

7. Costs and Expenses. Borrower agrees to pay on demand all costs and expenses of Agent in connection with the preparation, execution and delivery of this Amendment, including, without limitation, the reasonable fees and out-of-pocket expenses of outside counsel for Agent with respect thereto.

8. Counterparts. This Amendment may be executed by one or more of the parties hereto in any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

9. Binding Nature. This Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective successors, successors-in-titles, and assigns. No third party beneficiaries are intended in connection with this Amendment.

10. Entire Understanding. This Amendment sets forth the entire understanding of the parties with respect to the matters set forth herein, and shall supersede any prior negotiations or agreements, whether written or oral, with respect thereto.

11. Release. Each Loan Party hereby releases, acquits, and forever discharges Agent and each of the Lenders, and each and every past and present subsidiary, affiliate, stockholder, officer, director, agent, servant, employee, representative, and attorney of Agent and the Lenders, from any and all claims, causes of action, suits, debts, liens, obligations, liabilities, demands, losses, costs and expenses (including reasonable attorneys' fees) of any kind, character, or nature whatsoever, known or unknown, fixed or contingent, which such Loan Party may have or claim to have now or which may hereafter arise out of or connected with any act of commission or omission of Agent or the Lenders existing or occurring prior to the date of this Amendment or any instrument executed prior to the date of this Amendment including, without limitation, any claims, liabilities or obligations arising with respect to the Loan Agreement or the other of the Transaction Documents, other than claims, liabilities or obligations to the extent caused by Agent's or any Lender's own gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction. The provisions of this paragraph shall be binding upon each Loan Party and shall inure to the benefit of Agent, the Lenders, and their respective heirs, executors, administrators, successors and assigns.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Amendment has been dully executed as of the date first written above.

XOMA (US) LLC, as Borrower

By: /s/ Fred Kurland
Name: Fred Kurland
Title: VP, Finance and Chief Financial Officer

XOMA CORPORATION, as a Loan Party

By: /s/ Fred Kurland
Name: Fred Kurland
Title: VP, Finance and Chief Financial Officer

XOMA TECHNOLOGY Ltd., as a Loan Party

By: /s/ John Varian
Name: John Varian
Title: CEO

XOMA IRELAND LIMITED, as a Loan Party

By:
Name:
Title:

[Signature Page to Second Amendment to XOMA Loan Agreement]

IN WITNESS WHEREOF, this Amendment has been dully executed as of the date first written above.

XOMA (US) LLC, as Borrower

By: ____________________
Name:
Title:

XOMA CORPORATION, as a Loan Party

By: ____________________
Name:
Title:

XOMA TECHNOLOGY Ltd., as a Loan Party

By: ____________________
Name:
Title:

XOMA IRELAND LIMITED, as a Loan Party

By: Kelin Thomas
Name:
Title:

[Signature Page to Second Amendment to XOMA Loan Agreement]

GENERAL ELECTRICAL CAPITAL CORPORATION, as Agent and lender

By: /s/ Alan M. Silbert
Name: Alan M. Silbert
Title: Duly Authorized Signatory

[Signature Page to Second Amendment to XOMA Loan Agreement]

Exhibit 31.1

CERTIFICATION

I, John Varian, certify that:

1. I have reviewed this quarterly report on Form 10-Q of XOMA Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 7, 2013

/s/ JOHN VARIAN

John Varian
Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Fred Kurland, certify that:

1. I have reviewed this quarterly report on Form 10-Q of XOMA Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 7, 2013

/s/ FRED KURLAND

Fred Kurland

Vice President, Finance, Chief Financial Officer and Secretary

Exhibit 32.1

CERTIFICATION

Pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended, (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. §1350), John Varian, Chief Executive Officer of XOMA Corporation (the "Company"), and Fred Kurland, Chief Financial Officer of the Company, each hereby certifies that, to the best of his or her knowledge:

1. The Company's Quarterly Report on Form 10-Q for the period ended September 30, 2013, to which this Certification is attached as Exhibit 32.1 (the "Periodic Report"), fully complies with the requirements of Section 13(a) or Section 15(d) of the Exchange Act; and

2. The information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

IN WITNESS WHEREOF, the undersigned have set their hands hereto as of the 7th day of November, 2013.

/s/ JOHN VARIAN

John Varian
Chief Executive Officer

/s/ FRED KURLAND

Fred Kurland
Vice President, Finance, Chief Financial Officer and Secretary

This certification accompanies the Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of XOMA Corporation under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.

Exhibit 99.1

XOMA

XOMA Highlights Recent Achievements and Reports Financial Results for Third Quarter 2013

BERKELEY, Calif., November 7, 2013 -- XOMA Corporation (Nasdaq: XOMA), a leader in the discovery and development of therapeutic antibodies, today reported its operational highlights and financial results for the quarter ended September 30, 2013.

Recent Achievements:

- Reported Day 84 results from the gevokizumab Phase 2 proof-of concept ("POC") study in patients with erosive osteoarthritis of the hand ("EOA") and elevated levels of C-reactive protein ("CRP").
- Selected pyoderma gangrenosum ("PG") as gevokizumab's next pivotal program based on compelling results from four patients enrolled in the Company's PG pilot study and two patients with generalized pustular psoriasis ("GPP") who received gevokizumab under a compassionate use protocol. XOMA is seeking input from key opinion leaders and the U.S. Food and Drug Administration ("FDA") regarding the components of a pivotal Phase 3 program.
- Continued enrolling patients in the gevokizumab EYEGUARD™-A and EYEGUARD-C pivotal Phase 3 clinical trials in non-infectious uveitis ("NIU").
- Raised $31.6 million through the sale of 8,736,187 shares of common stock at a price of $3.62.
- XOMA's partner, SERVIER, initiated enrollment in two of its independent gevokizumab POC studies: polymyositis/dermatomyositis and Schnitzler's Syndrome.

XOMA reported total revenues of $6.3 million in the third quarter ended September 30, 2013, compared with $7.3 million in the corresponding period of 2012, reflecting a reduction in contract and other revenues, due primarily to our collaboration with SERVIER meeting the initial $50 million of fully reimbursable costs associated with the companies' development of gevokizumab in non-infectious uveitis. For the third quarter of 2013, XOMA had a net loss of $29.6 million (or $0.34 per share), compared with a net loss of $26.9 million (or $0.39 per share), for the third quarter of 2012. The net loss for the third quarters of 2013 and 2012 included a non-cash charge of $11.1 million (or $0.13 per share) and $9.2 million (or $0.13 per share), respectively, both of which were related to the revaluation of contingent warrant liabilities, which resulted primarily from the appreciation of XOMA's stock price. Excluding these non-cash charges, net loss in the quarters ended September 30, 2013 and 2012, was $18.5 million (or $0.21 per share) and $17.6 million (or $0.26 per share), respectively.

“By the end of October, we received the initial data from all four pyoderma gangrenosum patients enrolled in our pilot study, as well as data from two patients with generalized pustular psoriasis who received gevokizumab under a compassionate use protocol. These two rare indications fall under the neutrophilic dermatoses umbrella, which are a group of conditions that are characterized by skin lesions that have intense epidermal and/or dermal inflammatory infiltrates, yet show no sign of infection. While we have treated only a very small number of patients, the apparent responses are compelling,” stated John Varian, Chief Executive Officer of XOMA. “We will seek a meeting with the FDA to review the data to determine the Agency’s requirements for us to move into a pivotal program in pyoderma gangrenosum and possibly additional indications that fall under the neutrophilic dermatoses umbrella. These patients are in need of new therapeutic options, and we believe the relatively small investment required to conduct this pivotal program has the potential to significantly improve their quality of life.

“We are encouraged by the reductions in AUSCAN™ scores at Day 84 reported from our study in patients with erosive osteoarthritis of the hand and elevated C-reactive protein. The gevokizumab-treated patients showed a greater improvement in all of the components that make up the AUSCAN composite score than the placebo-treated group throughout the first three months of treatment. Importantly the separation between the two arms was increasing at a greater rate between two and three months of treatment. These early results bolster our belief that gevokizumab may have a therapeutic impact on this disease,” continued Mr. Varian. “We have already learned a great deal from this study, and we look forward to receiving the full six-month data set, including the MRIs and X-ray images that are being taken throughout the study. We will assess these together with the Day 84 AUSCAN scores from our fully enrolled supplemental study in EOA patients who do not have elevated C-reactive protein. We will make a decision as to whether to move gevokizumab into Phase 3 testing based on our review of the full dataset, as well as KOL and regulatory feedback.”

Research and development expenses for the third quarter of 2013 were $18.2 million, compared with $18.4 million in the corresponding period of 2012. Selling, general and administrative expenses were $5.2 million in the third quarter of 2013, as compared to $4.7 million in the corresponding quarter of 2012.

On September 30, 2013, XOMA had cash and cash equivalents of $74.0 million. The Company ended December 31, 2012, with cash, cash equivalents, and short-term investments of $85.3 million.

2013 Guidance

The Company adjusted its anticipated cash used in ongoing operating activities during 2013 to between$52 and $54 million, from $50 million, primarily reflecting the costs associated with conducting clinical and preclinical activities.

Investor Conference Call and Webcast

XOMA will host a conference call and webcast today, November 7, 2013, at 4:30 p.m. ET. The webcast can be accessed via the Investors and Media section of XOMA's website at http://investors.xoma.com/events.cfm and will be available for replay until close of business on February 8, 2014.

Telephone numbers for the live audiocast are 877-369-6589 (U.S./Canada) and 408-337-0122 (international).

About Gevokizumab

Gevokizumab is a potent monoclonal antibody with unique allosteric modulating properties and the potential to treat patients with a wide variety of inflammatory and other diseases. Gevokizumab binds strongly to interleukin-1 beta (IL-1 beta), a pro-inflammatory cytokine, and modulates the cellular signaling events that produce inflammation.

Gevokizumab currently is being studied in a global Phase 3 clinical program, termed EYEGUARD™, which is being conducted by SERVIER and XOMA. This program is designed to determine gevokizumab's ability to treat acute non-infectious uveitis (NIU) in EYEGUARD-A, to prevent disease flares in patients with Behçet's uveitis in EYEGUARD-B, and to prevent disease flares in NIU patients who are controlled with steroids and immunosuppressants in EYEGUARD-C.

XOMA has a Proof-of-Concept ("POC") program underway in which the Company is exploring the efficacy and safety of gevokizumab in multiple indications, including pyoderma gangrenosum ("PG"), erosive osteoarthritis of the hand ("EOA"), moderate to severe inflammatory acne, active non-infectious anterior scleritis, and autoimmune inner ear disease.

Separately, XOMA's partner, SERVIER, initiated a Phase 2 study to determine gevokizumab's ability to reduce arterial wall inflammation in patients with marked atherosclerotic plaque inflammation and who have experienced an acute coronary syndrome in the previous twelve months, as well as POC studies in polymyositis/dermatomyositis and Schnitzler's Syndrome.

Information about gevokizumab clinical studies can be found at www.clinicaltrials.gov and www.clinicaltrialsregister.eu.

About XOMA

XOMA's portfolio of innovative product candidates is the result of the Company's focus on allosteric modulation, which offers opportunities to develop new classes of therapeutic antibodies with the potential to treat a wide range of human diseases. XOMA is developing its lead product gevokizumab (IL-1 beta modulating antibody) with SERVIER through a global Phase 3 program in non-infectious uveitis and ongoing proof-of-concept studies in other IL-1-mediated diseases. XOMA's scientific research also produced the XMet program, which consists of three classes of preclinical antibodies, including Selective Insulin Receptor Modulators (SIRMs) that could have a major effect on the treatment of diabetes.

More detailed information can be found at www.xoma.com.

About SERVIER
SERVIER is a privately run French research-based pharmaceutical company. Current therapeutic domains for SERVIER medicines are cardiovascular, metabolic, neurological, psychiatric and bone and joint diseases, as well as oncology. SERVIER is established in 140 countries worldwide with over 20,000 employees and a 2012 turnover of €3.9 billion. SERVIER invests 25% of its turnover in R&D.

More information is available at www.servier.com.

Forward-Looking Statements
Certain statements contained in this press release including, but not limited to, statements related to anticipated timing of initiation and completion of clinical trials and proof-of-concept trials, anticipated size of clinical trials, continued sales of approved products, sufficiency of our cash resources and anticipated levels of cash utilization, or that otherwise relate to future periods are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These statements are based on assumptions that may not prove accurate, and actual results could differ materially from those anticipated due to certain risks inherent in the biotechnology industry and for companies engaged in the development of new products in a regulated market. Potential risks to XOMA meeting these expectations are described in more detail in XOMA's most recent filing on Form 10-K and in other SEC filings. Consider such risks carefully when considering XOMA's prospects. Any forward-looking statement in this press release represents XOMA's views only as of the date of this press release and should not be relied upon as representing its views as of any subsequent date. XOMA disclaims any obligation to update any forward-looking statement, except as required by applicable law.

XOMA CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(unaudited)
(in thousands, except per share amounts)

	Three months ended September 30, 2013	Three months ended September 30, 2012	Nine months ended September 30, 2013	Nine months ended September 30, 2012
Revenues:				
License and collaborative fees	$ 1,574	$ 1,127	$ 2,578	$ 4,665
Contract and other	4,738	6,124	20,339	21,725
Total revenues	6,312	7,251	22,917	26,390
Operating expenses:				
Research and development	18,198	18,409	51,905	52,702
Selling, general and administrative	5,225	4,672	13,429	12,918
Restructuring	112	323	209	4,776
Total operating expenses	23,535	23,404	65,543	70,396
Loss from operations	(17,223)	(16,153)	(42,626)	(44,006)
Other expense:				
Interest expense	(1,159)	(1,144)	(3,495)	(3,211)
Other expense	(132)	(420)	92	(542)
Revaluation of contingent warrant liabilities	(11,125)	(9,208)	(25,745)	(25,746)
Net loss before taxes	(29,639)	(26,925)	(71,774)	(73,505)
Provision for income tax benefit	15	74	15	74
Net loss	$ (29,624)	$ (26,851)	$ (71,759)	$ (73,431)
Basic and diluted net loss per share of common stock	$ (0.34)	$ (0.39)	$ (0.85)	$ (1.22)
Shares used in computing basic and diluted net loss per share of common stock	87,033	68,189	84,205	60,239
Other comprehensive loss:				
Net loss	$ (29,624)	$ (26,851)	$ (71,759)	$ (73,431)
Net unrealized loss on available-for-sale securities	-	7	-	12
Comprehensive loss	$ (29,624)	$ (26,844)	$ (71,759)	$ (73,419)

XOMA CORPORATION
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except share and per share amounts)

	September 30, 2013 (unaudited)	December 31, 2012 (Note 1)
ASSETS		
Current assets:		
Cash and cash equivalents	$ 73,988	$ 45,345
Short-term investments	-	39,987
Trade and other receivables, net	5,630	8,249
Prepaid expenses and other current assets	3,150	2,256
Total current assets	82,768	95,837
Property and equipment, net	6,917	8,143
Other assets	1,321	1,696
Total assets	$ 91,006	$ 105,676
LIABILITIES AND STOCKHOLDERS' (DEFICIT) EQUITY		
Current liabilities:		
Accounts payable	$ 6,505	$ 3,867
Accrued and other liabilities	8,016	13,045
Deferred revenue	3,414	3,409
Interest bearing obligation – current	4,085	3,391
Accrued Interest on interest bearing obligations – current	1,969	121
Total current liabilities	23,989	23,833
Deferred revenue – long-term	4,457	6,315
Interest bearing obligations – long-term	36,941	37,653
Contingent warrant liabilities	39,162	15,001
Other liabilities - long term	-	1,407
Total liabilities	104,549	84,209
Stockholders' (deficit) equity:		
Common stock, $0.0075 par value, 138,666,666 shares authorized, 92,701,155 and 82,447,274 shares outstanding at September 30, 2013 and December 31, 2012, respectively	692	615
Additional paid-in capital	1,014,642	977,962
Accumulated comprehensive income	-	8
Accumulated deficit	(1,028,877)	(957,118)
Total stockholders' (deficit) equity	(13,543)	21,467
Total liabilities and stockholders' (deficit) equity	$ 91,006	$ 105,676

Contingent warrant liabilities		September 30, 2013
Balance at December 31, 2011	$	15,001
Reclassification of contingent warranty liability upon exercise of warrants		(1,585)
Net increase in fair value of contingent warrant liabilities upon revaluation		25,746
Balance at September 30, 2013	$	39,162

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