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, 2015

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	**52-2154066**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
2910 Seventh Street, Berkeley, California 94710	**(510) 204-7200**
(Address of principal executive offices, including zip code)	**(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 2, 2015
Common Stock, $0.0075 par value	**118,814,763**

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

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

	September 30, 2015 (unaudited)	December 31, 2014 (Note 1)
ASSETS		
Current assets:		
Cash and cash equivalents	$ 32,046	$ 78,445
Trade and other receivables, net	39,343	3,309
Prepaid expenses and other current assets	2,878	1,859
Total current assets	74,267	83,613
Property and equipment, net	4,097	5,120
Other assets	664	669
Total assets	$ 79,028	$ 89,402
LIABILITIES AND STOCKHOLDERS' (DEFICIT) EQUITY		
Current liabilities:		
Accounts payable	$ 5,665	$ 5,990
Accrued and other liabilities	9,680	9,892
Deferred revenue – current	39,345	1,089
Interest bearing obligations – current	4,123	19,018
Accrued interest on interest bearing obligations – current	324	257
Total current liabilities	59,137	36,246
Deferred revenue – long-term	—	1,939
Interest bearing obligations – long-term	44,462	16,290
Contingent warrant liabilities	4,070	31,828
Other liabilities - long term	549	—
Total liabilities	108,218	86,303
Commitments and Contingencies (Note 8)		
Stockholders' (deficit) equity:		
Preferred stock, $0.05 par value, 1,000,000 shares authorized, 0 issued and outstanding	—	—
Common stock, $0.0075 par value, 277,333,332 shares authorized, 118,796,332 and 115,892,450 shares issued and outstanding at September 30, 2015 and December 31, 2014, respectively	891	869
Additional paid-in capital	1,135,354	1,121,707
Accumulated deficit	(1,165,435)	(1,119,477)
Total stockholders' (deficit) equity	(29,190)	3,099
Total liabilities and stockholders' (deficit) equity	$ 79,028	$ 89,402

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

(Note 1) The condensed consolidated balance sheet as of December 31, 2014 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, 2014.

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

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Revenues:				
License and collaborative fees	$ 645	$ 2,450	$ 1,852	$ 4,615
Contract and other	1,429	2,686	5,412	9,903
Total revenues	2,074	5,136	7,264	14,518
Operating expenses:				
Research and development	17,559	20,235	57,255	61,371
Selling, general and administrative	5,632	5,354	15,913	15,768
Restructuring	2,561	—	2,561	84
Total operating expenses	25,752	25,589	75,729	77,223
Loss from operations	(23,678)	(20,453)	(68,465)	(62,705)
Other income (expense):				
Interest expense	(1,030)	(1,060)	(3,152)	(3,295)
Other income (expense), net	(194)	1,393	1,453	1,332
Revaluation of contingent warrant liabilities	24,422	5,721	24,206	33,685
Net loss	$ (480)	$ (14,399)	$ (45,958)	$ (30,983)
Basic net loss per share of common stock	$ (0.00)	$ (0.13)	$ (0.39)	$ (0.29)
Diluted net loss per share of common stock	$ (0.00)	$ (0.17)	$ (0.39)	$ (0.55)
Shares used in computing basic net loss per share of common stock	118,552	107,208	117,437	106,768
Shares used in computing diluted net loss per share of common stock	118,552	114,323	117,437	114,876
Other comprehensive loss:				
Net loss	$ (480)	$ (14,399)	$ (45,958)	$ (30,983)
Net unrealized (loss) gain on available-for-sale securities	—	(2)	—	5
Comprehensive loss	$ (480)	$ (14,401)	$ (45,958)	$ (30,978)

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,	
	2015	**2014**
Cash flows used in operating activities:		
Net loss	$ (45,958)	$ (30,983)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	1,319	1,398
Common stock contribution to 401(k)	986	870
Stock-based compensation expense	8,318	9,885
Revaluation of contingent warrant liabilities	(24,206)	(33,685)
Amortization of debt discount, final payment fee on debt, and debt issuance costs	1,030	2,041
Loss on loan extinguishment	429	—
Gain on sale and retirement of property and equipment	(18)	—
Unrealized gain on foreign currency exchange	(1,344)	(1,541)
Unrealized loss on foreign exchange options	5	326
Other non-cash adjustments	—	(5)
Changes in assets and liabilities:		
Trade and other receivables, net	(36,034)	361
Prepaid expenses and other current assets	(1,019)	(930)
Accounts payable and accrued liabilities	(365)	(4,392)
Accrued interest on interest bearing obligations	181	(1,628)
Deferred revenue	36,468	(2,534)
Other liabilities	549	(86)
Net cash used in operating activities	(59,659)	(60,903)
Cash flows from investing activities:		
Proceeds from maturities of investments	—	15,000
Net purchase of property and equipment	(466)	(227)
Proceeds from sale of property and equipment	18	—
Net cash (used in) provided by investing activities	(448)	14,773
Cash flows from financing activities:		
Proceeds from issuance of common stock, net of issuance costs	360	3,523
Proceeds from exercise of warrants	1	35
Proceeds from issuance of long term debt	20,000	—
Debt issuance costs and loan fees	(512)	—
Principal payments of debt	(6,128)	(4,875)
Net cash provided by (used in) financing activities	13,721	(1,317)
Effect of exchange rate changes on cash	(13)	(152)
Net decrease in cash and cash equivalents	(46,399)	(47,599)
Cash and cash equivalents at the beginning of the period	78,445	101,659
Cash and cash equivalents at the end of the period	$ 32,046	$ 54,060
Supplemental Cash Flow Information:		
Cash paid for interest	$ 1,452	$ 2,848
Non-cash financing activities:		
Reclassification of contingent warrant liability to equity upon exercise of warrants	$ (3,552)	$ (2,526)
Interest added to principal balances on long-term debt	$ 159	$ 157
Issuance of common stock warrants in connection with Hercules Term Loan	$ 450	$ —

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

1. Description of Business

XOMA Corporation ("XOMA" or the "Company"), a Delaware corporation, combines a portfolio of clinical programs and research activities to develop innovative therapeutic antibodies that 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's scientific research has produced six product candidates to treat diseases within the endocrine therapeutic area. These include candidates from the XMet platform, which consists of several Selective Insulin Receptor Modulator antibodies that could offer new approaches in the treatment of metabolic diseases. The lead compound from the XMet platform, XOMA 358, is a fully human monoclonal allosteric modulating antibody that binds to insulin receptors and attenuates insulin action. XOMA intends to investigate this compound as a novel treatment for non-drug-induced, endogenous hyperinsulinemic hypoglycemia (low blood glucose caused by excessive insulin produced by the body). In October 2015, the Company initiated a Phase 2 proof-of-concept study for XOMA 358 in patients with congenital hyperinsulinemia. XOMA's endocrine portfolio also includes a Phase 2 ready product candidate targeting the prolactin receptor as well as other preclinical or research stage programs. XOMA is also engaged in Phase 3 development for gevokizumab, an interleukin-1β ("IL-1β") modulating antibody, in pyoderma gangrenosum ("PG"), a rare ulcerative skin disease. The Company's products are presently in various stages of development and are subject to regulatory approval before they can be commercially launched.

On July 22, 2015, the Company announced the Phase 3 EYEGUARD-B study of gevokizumab in patients with Behçet's disease uveitis, run by Les Laboratoires Servier and Institut de Recherches Servier ("Servier"), its partner for gevokizumab, did not meet the primary endpoint of time to first acute ocular exacerbation. In August 2015, XOMA announced its intention to end the EYEGUARD global Phase 3 program. In September 2015, Servier notified XOMA of its intention to terminate the Amended and Restated Collaboration and License Agreement dated February 14, 2012, as later amended on November 4, 2014 and January 9, 2015 (the "Collaboration Agreement"), and return the gevokizumab rights to XOMA. Termination of the Collaboration Agreement will be effective on March 25, 2016. Servier and XOMA are in the process of closing down the EYEGUARD clinical sites in an orderly manner such that if any of the data is positive it may be useful in the future.

Liquidity and Management Plans

The Company has incurred operating losses since its inception and had an accumulated deficit of $1.2 billion at September 30, 2015. Management expects operating losses and negative cash flows to continue for the foreseeable future. As of September 30, 2015, the Company had $32.0 million in cash and cash equivalents, which is available to fund future operations. On September 30, 2015, the Company entered into a license agreement with Novartis International Pharmaceutical Ltd. ("Novartis") under which XOMA will receive a $37.0 million upfront license fee, which was reported as accounts receivable in the condensed consolidated balance sheet as of September 30, 2015 (see Note 4). In addition, Novartis Vaccines and Diagnostics, Inc. ("NVDI") amended the secured note agreement and extended the maturity date of the Company's outstanding debt of $13.5 million, previously due on September 30, 2015, to September 30, 2020 (see Note 7). Taking into account the receipt of the $37.0 million license fee in October 2015, the deferral of $13.5 million in debt, and certain cost cutting measures enacted by the Company in the second half of 2015, the Company expects it has adequate funds to maintain operations for a period of at least 12 months following the end of the third quarter of 2015.

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 among consolidated entities were eliminated during consolidation. The unaudited financial statements were prepared in accordance with generally accepted accounting principles ("GAAP") in the United States for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. As permitted under those rules certain footnotes or other financial information can be condensed or omitted. 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 year ended December 31, 2014, filed with the U.S. Securities and Exchange Commission ("SEC") on March 11, 2015.

These financial statements have been prepared on the same basis as the Company's annual financial statements and, in the opinion of management, reflect all adjustments, consisting only of normal recurring adjustments, that are necessary for a fair statement of the Company's financial information. The interim results of operations are not necessarily indicative of the results that may be expected for the full fiscal year or any other periods.

Use of Estimates

The preparation of financial statements in conformity with GAAP 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, debt amendments, research and development expense, long-lived assets, restructuring liabilities, legal contingencies, derivative instruments and stock-based compensation. 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 and the Company's accrual for clinical trial expenses. 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 is subject to future audits at the discretion of NIAID's contracting office. These audits can result in an adjustment to revenue previously reported which potentially could be significant. The Company's accrual for clinical trials is based on estimates of the services received and efforts expended pursuant to contracts with clinical trial centers and clinical research organizations. Payments under the contracts depend on factors such as the achievement of certain events, successful enrollment of patients, and completion of portions of the clinical trial or similar conditions.

Reclassifications

Certain reclassifications of prior period amounts have been made to the financial statements and accompanying notes to conform to the current period presentation. These reclassifications had no impact on the Company's previously reported net loss or cash flows. The Company early adopted Accounting Standards Update ("ASU") 2015-03, *Interest—Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs*("ASU 2015-03"), effective January 1, 2015. As a result, debt issuance costs of $0.2 million as of December 31, 2014, have been reclassified from prepaid expenses and other current assets to interest bearing obligations – current in the accompanying condensed consolidated balance sheet as of December 31, 2014. The Company had no long-term debt issuance costs as of December 31, 2014.

Revenue Recognition

Revenue is recognized when the four basic criteria of revenue recognition are met: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred or services have been rendered; (3) the fee is fixed or determinable; and (4) collectability is reasonably assured. The determination of criteria (2) is based on management's judgments regarding whether a continuing performance obligation exists. The determination of criteria (3) and (4) are based on management's judgments regarding the nature of the fee charged for products or services delivered and the collectability of those fees. Allowances are established for estimated uncollectible amounts, if any.

The Company recognizes revenue from its license and collaboration arrangements, contract services, product sales and royalties. Revenue arrangements with multiple elements are divided into separate units of accounting if certain criteria are met, including whether the delivered element has stand-alone value to the customer. Each deliverable in the arrangement is evaluated to determine whether it meets the criteria to be accounted for as a separate unit of accounting or whether it should be combined with other deliverables. In order to account for the multiple-element arrangements, the Company identifies the deliverables included within the arrangement and evaluates which deliverables represent separate units of accounting. Analyzing the arrangement to identify deliverables requires the use of judgment, and each deliverable may be an obligation to deliver services, a right or license to use an asset, or another performance obligation. The consideration received is allocated among the separate units of accounting based on their respective fair values and the applicable revenue recognition criteria are applied to each of the separate units. Advance payments received in excess of amounts earned are classified as deferred revenue until earned.

License and Collaborative Fees

Revenue from non-refundable up-front license, technology access or other payments under license and collaborative agreements where the Company has a continuing obligation to perform is recognized as revenue over the estimated period of the continuing performance obligation. The Company estimates the performance period at the inception of the arrangement and reevaluates it each reporting period. Management makes its best estimate of the period over which it expects to fulfill the performance obligations, which may include clinical development activities. Given the uncertainties of research and development collaborations, significant judgment is required to determine the duration of the performance period. This reevaluation may shorten or lengthen the period over which the remaining revenue is recognized. Changes to these estimates are recorded on a prospective basis.

License and collaboration agreements with certain third parties also provide for contingent payments to be paid to XOMA based solely upon the performance of the partner. For such contingent payments, revenue is recognized upon completion of the milestone event, once confirmation is received from the third party, provided that collection is reasonably assured and the other revenue recognition criteria have been satisfied. Milestone payments that are not substantive or that require a continuing performance obligation on the part of the Company are recognized over the expected period of the continuing performance obligation. Amounts received in advance are recorded as deferred revenue until the related milestone is completed.

Contract and Other Revenues

Contract revenue for research and development involves the Company providing research and development and manufacturing services to collaborative partners, biodefense contractors or others. Cost reimbursement revenue under collaborative agreements is recorded as Contract and Other Revenues and is recognized as the related research and development costs are incurred, as provided for under the terms of these agreements. Revenue for certain contracts is accounted for by a proportional performance, or output-based, method where performance is based on estimated progress toward elements defined in the contract. The amount of contract revenue and related costs recognized in each accounting period are based on management's estimates of the proportional performance during the period. Adjustments to estimates based on actual performance are recognized on a prospective basis and do not result in reversal of revenue should the estimate to complete be extended.

Up-front fees associated with contract revenue are recorded as License and Collaborative Fees and are recognized in the same manner as the final deliverable, which is generally ratably over the period of the continuing performance obligation. Given the uncertainties of research and development collaborations, significant judgment is required to determine the duration of the arrangement.

Royalty revenue and royalty receivables are recorded in the periods these royalty amounts are earned, if estimable and collectability is reasonably assured. The royalty revenue and receivables recorded in these instances are based upon communication with collaborative partners or licensees, historical information and forecasted sales trends.

Research and Development Expenses

The Company expenses research and development costs as incurred. Research and development expenses consist of direct costs such as salaries and related personnel costs, and material and supply costs, and research-related allocated overhead costs, such as facilities costs. In addition, research and development expenses include costs related to clinical trials. From time to time, research and development expenses may include upfront fees and milestones paid to collaborative partners for the purchase of rights to in-process research and development. Such amounts are expensed as incurred.

The Company's accrual for clinical trials is based on estimates of the services received and efforts expended pursuant to contracts with clinical trial centers and clinical research organizations. The Company may terminate these contracts upon written notice and is generally only liable for actual effort expended by the organizations to the date of termination, although in certain instances the Company may be further responsible for termination fees and penalties. The Company makes estimates of its accrued expenses as of each balance sheet date based on the facts and circumstances known to the Company at that time. Expenses resulting from clinical trials are recorded when incurred based, in part on estimates as to the status of the various trials.

Restructuring Costs

Restructuring costs, which primarily include termination benefits and contract termination costs, are recorded at estimated fair value. Key assumptions in determining the restructuring costs include the terms and payments that may be negotiated to terminate certain contractual obligations and the timing of employees leaving the Company.

Warrants

The Company has issued warrants to purchase shares of its common stock in connection with financing activities. The Company accounts for some of these warrants as a liability at fair value and others as equity at fair value. The fair value of the outstanding warrants is estimated using the Black-Scholes Option Pricing Model (the "Black-Scholes Model"). The Black-Scholes Model requires inputs such as the expected term of the warrants, expected volatility and risk-free interest rate. These inputs are subjective and require significant analysis and judgment to develop. For the estimate of the expected term, the Company uses the full remaining contractual term of the warrant. The Company determines the expected volatility assumption in the Black-Scholes Model based on historical stock price volatility observed on XOMA's underlying stock. The assumptions associated with contingent warrant liabilities are reviewed each reporting period and changes in the estimated fair value of these contingent warrant liabilities are recognized in revaluation of contingent warrant liabilities within the consolidated statements of comprehensive loss.

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 any such liquidity issues during 2015.

The Company has not experienced any significant credit losses and does not generally require collateral on receivables. For the three and nine months ended September 30, 2015, two customers represented 57% and 20%, and 59% and 22% of total revenue, respectively. For the three and nine months ended September 30, 2014, three customers represented 19%, 21% and 41%, and 10%, 27% and 50% of total revenue, respectively. As of September 30, 2015 and December 31, 2014, one customer represented 94% and three customers represented 44%, 34% and 12% of the trade and other receivables balance, respectively.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued guidance codified in Accounting Standards Codification ("ASC") 606, *Revenue Recognition — Revenue from Contracts with Customers* ("ASC 606"), which amends the guidance in ASC 605, *Revenue Recognition*. The standard's core principle is that a company will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. In August 2015, the FASB issued an accounting update to defer the effective date by one year for public entities for annual and interim periods beginning after December 15, 2017. Early adoption is permitted for periods beginning after December 15, 2016. Entities would have the option of using either a full retrospective or a modified retrospective approach to adopt this new guidance. The Company is currently evaluating the impact of the adoption of the standard on its condensed consolidated financial statements.

In August 2014, the FASB issued ASU No. 2014-15, *Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern* ("ASU 2014-15"). This ASU introduces an explicit requirement for management to assess if there is substantial doubt about an entity's ability to continue as a going concern, and to provide related footnote disclosures in certain circumstances. In connection with each annual and interim period, management must assess if there is substantial doubt about an entity's ability to continue as a going concern within one year after the issuance date. Disclosures are required if conditions give rise to substantial doubt. ASU 2014-15 is effective for all entities in the first annual period ending after December 15, 2016. The Company is currently assessing the potential effects of this ASU on its condensed consolidated financial statements.

In April 2015, the FASB issued ASU 2015-03, which requires that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. The Company early adopted ASU 2015-03 as of January 1, 2015, as permitted. There is no impact of early adoption of ASU 2015-03 on the condensed consolidated statements of comprehensive loss. The impact of early adoption on the condensed consolidated balance sheets for the periods presented is noted in the table below (in thousands):

	September 30, 2015			December 31, 2014		
	Prior to Adoption of ASU 2015-03	ASU 2015-03 Adjustment	As Adopted	Prior to Adoption of ASU 2015-03	ASU 2015-03 Adjustment	As Adopted
Prepaid expenses and other current assets	$ 3,069	$ (191)	$ 2,878	$ 2,088	$ (229)	$ 1,859
Total current assets	$ 74,458	$ (191)	$ 74,267	$ 83,842	$ (229)	$ 83,613
Other assets	$ 882	$ (218)	$ 664	$ 669	$ —	$ 669
Total assets	$ 79,437	$ (409)	$ 79,028	$ 89,631	$ (229)	$ 89,402
Interest bearing obligations – current	$ 4,314	$ (191)	$ 4,123	$ 19,247	$ (229)	$ 19,018
Total current liabilities	$ 59,328	$ (191)	$ 59,137	$ 36,475	$ (229)	$ 36,246
Interest bearing obligations – long-term	$ 44,680	$ (218)	$ 44,462	$ 16,290	$ —	$ 16,290
Total liabilities	$ 108,627	$ (409)	$ 108,218	$ 86,532	$ (229)	$ 86,303

3. Condensed Consolidated Financial Statements 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 of common stock outstanding during the period, adjusted to include the assumed conversion of certain stock options, restricted stock units ("RSUs"), and warrants for common stock. The calculation of diluted loss per share of common stock also requires that, to the extent the average market price of the underlying shares for the reporting period exceeds the exercise price of the warrants and the presumed exercise of such securities are dilutive to earnings (loss) per share for the period, adjustments to net income or net loss used in the calculation are required to remove the change in fair value of the warrants for the period. Likewise, adjustments to the denominator are required to reflect the related dilutive shares.

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

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Common stock options and RSUs	10,972	8,037	9,623	6,601
Warrants for common stock	18,166	1,910	18,166	1,910
Total	29,138	9,947	27,789	8,511

The following is a reconciliation of the numerators and denominators of the basic and diluted net loss per share of common stock (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Numerator				
Net loss				
Basic	$ (480)	$ (14,399)	$ (45,958)	$ (30,983)
Adjustment for revaluation of contingent warrant liabilities	—	(5,360)	—	(32,510)
Diluted	$ (480)	$ (19,759)	$ (45,958)	$ (63,493)
Denominator				
Weighted average shares outstanding used for basic net loss per share	118,552	107,208	117,437	106,768
Effect of dilutive warrants	—	7,115	—	8,108
Weighted average shares outstanding and dilutive securities used for diluted net loss per share	118,552	114,323	117,437	114,876

Cash and Cash Equivalents

As of September 30, 2015, cash and cash equivalents consisted of demand deposits of $20.0 million and money market funds of $12.1 million with maturities of less than 90 days at the date of purchase. As of December 31, 2014, cash and cash equivalents consisted of demand deposits of $10.8 million and money market funds of $67.6 million with maturities of less than 90 days at the date of purchase.

Accrued and Other Liabilities

Accrued and other liabilities consisted of the following (in thousands):

	September 30, 2015	December 31, 2014
Accrued payroll and other benefits	$ 2,965	$ 3,061
Accrued management incentive compensation	2,663	4,295
Accrued restructuring costs	1,742	—
Accrued clinical trial costs	576	1,424
Other	1,734	1,112
Total	$ 9,680	$ 9,892

Contingent Warrant Liabilities

In December 2014, in connection with a registered direct offering to select institutional investors, the Company issued two-year warrants to purchase up to an aggregate of 8,097,165 shares of XOMA's common stock at an exercise price of $7.90 per share. These warrants contain provisions that are contingent on the occurrence of a change in control, which could 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 accounts for the warrants issued in December 2014 as a liability at fair value. In addition, the estimated fair value of the liability related to the warrants is 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. As of December 31, 2014, 8,097,165 of these warrants were outstanding and had a fair value of $5.2 million. The Company revalued the warrants at September 30, 2015 using the Black-Scholes Model and recorded a $4.2 million decrease in the fair value as a gain in the revaluation of contingent warrant liabilities line of the Company's condensed consolidated statements of comprehensive loss. The decrease in liability is primarily due to the decrease in the market price of XOMA's common stock at September 30, 2015 as compared to December 31, 2014. At September 30, 2015, 8,097,165 of these warrants were outstanding and had a fair value of $1.0 million.

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 could 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 accounts for the warrants issued in March 2012 as a liability at fair value. In addition, the estimated liability related to the warrants is 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, 2014, warrants to purchase 12,109,418 shares were outstanding and had a fair value of $26.7 million. During the nine months ended September 30, 2015, warrants to purchase 2,524,265 of common stock were exercised, of which 2,523,515 were cashless exercises, resulting in an issuance of 1,410,474 shares of common stock. The Company revalued the warrants immediately prior to the exercise dates and recognized $2.2 million as a gain from the revaluation of contingent warrant liabilities. The remaining balance of $3.6 million was reclassified from contingent warrant liabilities to stockholders' (deficit) equity on the condensed consolidated balance sheet due to the exercise of the warrants. The Company revalued the remaining warrants at September 30, 2015 using the Black-Scholes Model and recorded a $20.0 million decrease in the fair value as a gain in the revaluation of contingent warrant liabilities line of the Company's condensed consolidated statements of comprehensive loss. This decrease in liability is primarily due to the decrease in the market price of XOMA's common stock at September 30, 2015 compared to December 31, 2014. At September 30, 2015, 9,585,153 of the warrants were outstanding and had a fair value of $3.1 million.

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. The warrants contain provisions that are contingent on the occurrence of a change in control, which could 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 accounted for the warrants as liabilities at fair value. At December 31, 2014, all of these warrants were outstanding and their fair value was de minimis. All of these warrants expired unexercised in February 2015.

4. Collaborative and Other Agreements

Novartis

On September 30, 2015 (the "Effective Date"), the Company and Novartis entered into a license agreement (the "License Agreement") pursuant to which the Company granted Novartis an exclusive, world-wide, royalty-bearing license to the Company's anti-transforming growth factor beta (TGFβ) antibody program (the "Program"). Under the terms of the License Agreement, Novartis will have worldwide rights to the Program and will be solely responsible for the development and commercialization of antibodies and products containing antibodies arising from the Program. Within ninety (90) days of the Effective Date, the Company is required to transfer certain proprietary know-how, materials and inventory relating to the Program to Novartis.

Under the License Agreement, the Company received a $37.0 million upfront fee. The Company is also eligible to receive up to a total of $480.0 million in development, regulatory and commercial milestones. Any such payments will be treated as contingent consideration and recognized as revenue when they are achieved, as the Company has no performance obligations under the License Agreement beyond the initial 90-day period. No milestone payments have been received as of September 30, 2015. The Company is also eligible to receive royalties on sales of licensed products, which are tiered based on sales levels and range from a mid-single digit percentage rate to up to a low double-digit percentage rate. Novartis' obligation to pay royalties with respect to a particular product and country will continue for the longer of the date of expiration of the last valid patent claim covering the product in that country, or ten years from the date of the first commercial sale of the product in that country.

The License Agreement contains customary termination rights relating to material breach by either party. Novartis also has a unilateral right to terminate the License Agreement on an antibody-by-antibody and country-by-country basis or in its entirety on one hundred eighty days' notice.

The Company identified the following performance deliverables under the License Agreement: (i) the license, (ii) regulatory services to be delivered within 90 days from the Effective Date and (iii) transfer of materials, process and know-how, also to be delivered within 90 days from the Effective Date. The Company considered the provisions of the multiple-element arrangement guidance in determining how to recognize the revenue associated with these deliverables. The Company determined that none of the deliverables have standalone value and therefore has accounted for them as a single unit of account. The Company will recognize the upfront payment as revenue over the period XOMA expects to complete its obligations under the arrangement, which is expected to occur within the 90-day period specified in the License Agreement. As of September 30, 2015, the Company recorded the $37.0 million upfront fee in the trade and other receivables and the deferred revenue – current line items within the consolidated balance sheet as the amount was contractually due from Novartis upon signing of the License Agreement, but the cash had not been received nor had the revenue been earned as of that date.

In connection with the execution of the License Agreement, XOMA and NVDI executed an amendment to their Amended and Restated Research, Development and Commercialization Agreement dated July 1, 2008, as amended, relating to anti-CD40 antibodies (the "Collaboration Agreement Amendment"). Pursuant to the Collaboration Agreement Amendment, the parties agreed to reduce the royalty rates that XOMA is eligible to receive on sales of Novartis' clinical stage anti-CD40 antibodies. These royalties are tiered based on sales levels and now range from a mid-single digit percentage rate to up to a low double-digit percentage rate. In addition, XOMA and NVDI amended the note agreement to extend the maturity date of the note from September 30, 2015 to September 30, 2020 (see Note 7). All other terms of the Amended and Restated Research, Development and Commercialization Agreement remained unchanged.

Servier

In December 2010, the Company entered into a license and collaboration agreement ("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 has rights outside the United States and Japan to all other indications, including non-infectious intermediate, posterior or pan-uveitis ("NIU"), Behçet's disease uveitis, pyoderma gangrenosum, and other inflammatory and oncology indications. Under this agreement, Servier funded all activities to advance the global clinical development and future commercialization of gevokizumab in cardiovascular-related diseases and diabetes. Also, Servier funded the first $50.0 million of gevokizumab global clinical development and chemistry, manufacturing and controls expenses related to the three pivotal clinical trials under the EYEGUARD program. All remaining expenses related to these three pivotal clinical trials are shared equally between Servier and the Company. For the three months ended September 30, 2015 and 2014, the Company recorded revenue of $0.2 million and $0.6 million, respectively, from this Collaboration Agreement. For the nine months ended September 30, 2015 and 2014, the Company recorded revenue of $1.1 million and $2.6 million, respectively, from this Collaboration Agreement.

On January 9, 2015, concurrent with a loan amendment (see Note 7), the Company and Servier entered into Amendment No. 2 to the Collaboration Agreement ("Collaboration Amendment"). Under the Collaboration Agreement, the Company was eligible to receive up to approximately €356.5 million in the aggregate in milestone payments if the Company re-acquired cardiovascular and/or diabetes rights for use in the United States, and approximately €633.8 million in aggregate milestone payments if the Company did not re-acquire those rights. Under the Collaboration Amendment, the Company was eligible to receive up to €341.5 million in the aggregate in milestone payments in the event the Company re-acquired the cardiovascular and/or diabetes rights for use in the United States and approximately €618.8 million if the Company did not re-acquire those rights. The milestone reductions were related to a low prevalence indication for which Servier would not have pursued development had these payments been required. All other terms of the Collaboration Agreement remained unchanged.

On September 28, 2015, Servier notified XOMA of its intention to terminate the Collaboration Agreement, as amended and return the gevokizumab rights to XOMA. The termination will be effective on March 25, 2016 and does not result in a change to the maturity date of the Company's loan with Servier (see Note 7). As the Company will no longer be required to provide services to Servier under the Collaboration Agreement, the Company will amortize the remaining deferred revenue through March 25, 2016. As of September 30, 2015, the Company has classified the remaining deferred revenue balance associated with the terminated Collaboration Agreement of $1.4 million as current on the condensed consolidated balance sheet, as the Company expects to recognize this amount as revenue in the period from September 30, 2015 to March 25, 2016.

Symplmed Pharmaceuticals

In July 2013, the Company transferred the development and commercialization rights of PRESTALIA® to Symplmed Pharmaceuticals ("Symplmed"). On January 26, 2015, Symplmed announced that the Food and Drug Administration ("FDA") approved PRESTALIA® (perindopril arginine and amlodipine) tablets, originally licensed from Servier by XOMA, for the treatment of hypertension. In July 2015, Symplmed announced it has initiated commercial sales of PRESTALIA. Pursuant to the transfer agreement with Symplmed, the Company is eligible to receive royalties of 3% to 10% on any potential sales of PRESTALIA in the United States. Royalties on sales of PRESTALIA were immaterial for the quarter ended September 30, 2015.

5. Fair Value Measurements

Fair value is defined as the exchange price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The accounting guidance for fair value establishes a framework for measuring fair value and a fair value hierarchy that prioritizes the inputs used in valuation techniques. The accounting standard 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 – Observable inputs, such as quoted prices in active markets for identical assets or liabilities.

Level 2 – Observable inputs, either directly or indirectly, other than quoted prices in active markets for similar assets or liabilities, that are not active or other inputs that are not observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 – Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities; therefore, requiring an entity to develop its own valuation techniques and assumptions.

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, 2015 and December 31, 2014 as follows (in thousands):

	Fair Value Measurements at September 30, 2015 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)	$ 12,084	$ —	$ —	$ 12,084
Liabilities:				
Contingent warrant liabilities	$ —	$ —	$ 4,070	$ 4,070

	Fair Value Measurements at December 31, 2014 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)	$ 67,569	$ —	$ —	$ 67,569
Foreign exchange options (2)	—	6	—	6
Total	$ 67,569	$ 6	$ —	$ 67,575
Liabilities:				
Contingent warrant liabilities	$ —	$ —	$ 31,828	$ 31,828

(1) Included in cash and cash equivalents
(2) Included in other assets

During the nine month period ended September 30, 2015 there were no transfers between Level 1, Level 2, or Level 3 assets or liabilities reported at fair value on a recurring basis and the valuation techniques used did not change compared to the Company's established practice.

The estimated fair value of the foreign exchange options as of September 30, 2015 was zero. The estimated fair value of the foreign exchange options at September 30, 2015, and December 31, 2014, 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 change in the fair value is recorded in the other income (expense), net line of the condensed consolidated statements of comprehensive loss.

The estimated fair value of the contingent warrant liabilities at September 30, 2015, and December 31, 2014, was determined 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 analysis and judgment to develop. The Company's common stock price represents a significant input that affects the valuation of the warrants. The change in the fair value is recorded as a gain or loss in the revaluation of contingent warrant liabilities line of the condensed consolidated statements of comprehensive loss.

The estimated fair value of the contingent warrant liabilities was estimated using the following range of assumptions at September 30, 2015, and December 31, 2014:

	September 30, 2015	December 31, 2014
Expected volatility	143% - 153%	70% - 73%
Risk-free interest rate	0.37% - 0.45%	0.03% - 0.67%
Expected term	1.19 - 1.44 years	0.09 - 2.19 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, 2015 (in thousands):

Balance at December 31, 2014	$ 31,828
Reclassification of contingent warrant liability to equity upon exercise of warrants	(3,552)
Decrease in estimated fair value of contingent warrant liabilities upon revaluation	(24,206)
Balance at September 30, 2015	$ 4,070

The fair value of the Company's outstanding interest bearing obligations is estimated using the net present value of the payments, discounted at an interest rate that is consistent with market interest rates, which is a Level 2 input. The carrying amount and the estimated fair value of the Company's outstanding interest bearing obligations at September 30, 2015, and December 31, 2014, are as follows (in thousands):

	September 30, 2015		December 31, 2014	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Interest bearing obligations	$ 48,585	$ 49,617	$ 35,308	$ 36,461

6. Restructuring Charges

On July 22, 2015, the Company announced the Phase 3 EYEGUARD-B study of gevokizumab in patients with Behçet's disease uveitis, run by Servier, did not meet the primary endpoint of time to first acute ocular exacerbation. In August 2015, XOMA announced its intention to end the EYEGUARD global Phase 3 program. On August 21, 2015, the Company, in connection with its efforts to lower operating expenses and preserve capital while continuing to focus on its endocrine product pipeline, implemented a restructuring plan (the "2015 Restructuring") that included a workforce reduction resulting in the elimination of 58 positions throughout all areas of the Company (of which, 38 were employee terminations and 20 were open positions). On September 29, 2015, the Company terminated an additional five employees who were notified on that date. The identified persons will cease to be employees of the Company upon completion of the 60-day notification period required by the California Worker Adjustment and Retraining Notification Act.

During the three months ended September 30, 2015, the Company recorded charges of $2.2 million related to severance, other termination benefits and outplacement services in connection with the workforce reduction. The Company expects to incur an additional $0.3 million restructuring charge in the fourth quarter of 2015 related to severance, other termination benefits and outplacement services related to notified employees who will continue to perform services to the Company during the fourth quarter of 2015. Finally, the Company recognized an additional restructuring charge of $0.4 million in contract termination costs, which primarily include costs in connection with the discontinuation of the EYEGUARD studies. For the nine months ended September 30, 2014, the Company recorded charges of $84,000 for final facility costs related to restructuring activities initiated in 2012.

Of the $2.9 million total expenses associated with the restructuring activities in the third quarter of 2015, the Company expects to pay approximately $2.7 million by December 31, 2015, with the remaining amount to be paid by May 2016. The Company may also incur other material charges not currently contemplated due to events that may occur as a result of, or associated with, the restructuring. In addition, these charges do not reflect changes expected to occur as a result of the Company's strategic actions related to XOMA's manufacturing and biodefense operations (see Note 10).

The outstanding restructuring liabilities are included in accrued and other liabilities on the condensed consolidated balance sheet. As of September 30, 2015, the components of these liabilities are shown below (in thousands):

	Employee Severance and Other Benefits	Contract Termination Costs	Total
Restructuring charges	$ 2,174	$ 387	$ 2,561
Cash payments	(606)	(213)	(819)
Balance at September 30, 2015	$ 1,568	$ 174	$ 1,742

7. Long-Term Debt and Other Financings

Novartis Note

In May 2005, the Company executed a secured note agreement (the "Note Agreement") with NVDI, which was 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 $50.0 million in aggregate principal amount. Interest on the principal amount of the loan accrued at six-month LIBOR plus 2%, which was equal to

2.44% at September 30, 2015. At the Company's election, the semi-annual interest payments could be added to the outstanding principal amount, in lieu of a cash payment, as long as the aggregate principal amount did not exceed $50.0 million. The Company made this election for all interest payments. Loans under the Note Agreement were secured by the Company's interest in its collaboration with NVDI, including any payments owed to it thereunder. Pursuant to the terms of the arrangement as restructured in November 2008, the Company did not make any additional borrowings under the Novartis note.

In June 2015, the Company and NVDI agreed to extend the maturity date of the Note Agreement from June 21, 2015, to September 30, 2015 (the "June 2015 Extension Letter").

On September 30, 2015, concurrent with the execution of the License Agreement with Novartis as discussed in Note 4, XOMA and NVDI executed an amendment to the June 2015 Extension Letter (the "Secured Note Amendment"). Pursuant to the Secured Note Amendment, the parties further extended the maturity date of the June 2015 Extension Letter from September 30, 2015 to September 30, 2020, and eliminated the mandatory prepayment previously required to be made with certain proceeds of pre-tax profits and royalties. In addition, upon achievement of a specified development and regulatory milestone, the then-outstanding principal amount of the note will be reduced by $7.3 million rather than the Company receiving such amount as a cash payment. All other terms of the original Note Agreement remain unchanged. The note, as amended, bears interest based on the six-month LIBOR plus 2%, or 2.44% as of September 30, 2015.

As of September 30, 2015, the outstanding principal balance under this Secured Note Amendment was $13.5 million and was included in interest bearing obligations – long term in the accompanying condensed consolidated balance sheet. As of December 31, 2014, the outstanding principal balance under this arrangement was $13.4 million and was included in interest bearing obligations – current in the accompanying condensed consolidated balance sheet.

Servier Loan Agreement

In December 2010, in connection with the 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% and has been reset semi-annually ranging from 2.31% to 3.83%. Interest for the six-month period from mid-January 2015 through mid-July 2015 was reset to 2.16%. Interest is payable semi-annually. Interest for the six-month period from mid-July 2015 through mid-January 2016 was reset to 2.05%. In January 2015 and July 2015, the Company made payments of $0.2 million in accrued interest to Servier.

On January 9, 2015, Servier and the Company entered into Amendment No. 2 ("Loan Amendment") to the Servier Loan Agreement initially entered into on December 30, 2010 and subsequently amended by a Consent, Transfer, Assumption and Amendment Agreement entered into as of August 12, 2013. The Loan Amendment extended the maturity date of the loan from January 13, 2016 to three tranches of principal to be repaid as follows: €3.0 million on January 15, 2016, €5.0 million on January 15, 2017, and €7.0 million on January 15, 2018. All other terms of the Loan Agreement remain unchanged. The loan will be immediately due and payable upon certain customary events of default. The Company determined that the Loan Amendment resulted in a loan modification. In connection with the Loan Amendment, the Company incurred debt issuance costs of approximately $6,000 that were included in interest expense for the nine months ended September 30, 2015.

Upon issuance, the loan had 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 carrying 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 to interest expense under the effective interest method over the remaining life of the loan. The loan discount balance at the time of the Loan Amendment was $1.9 million, which is being amortized over the remaining term of the Loan Amendment. The Company recorded non-cash interest expense resulting from the amortization of the loan discount of $0.2 million and $0.5 million, for the three months ended September 30, 2015 and 2014, respectively. The Company recorded non-cash interest expense resulting from the amortization of the loan discount of $0.5 million and $1.4 million, for the nine months ended September 30, 2015 and 2014, respectively. At September 30, 2015 and December 31, 2014, the net carrying value of the loan was

$15.6 million and $16.2 million, respectively. For the three and nine months ended September 30, 2014, the Company recorded unrealized foreign exchange losses of $0.2 million related to the re-measurement of the loan discount For the three and nine months ended September 30, 2015, the Company recorded an unrealized foreign exchange gain of $17,000 and an unrealized foreign exchange loss of $0.2 million, respectively, related to the re-measurement of the loan discount.

On September 28, 2015, Servier terminated the Collaboration Agreement with the required 180-day notice and none of the acceleration clauses were triggered; therefore, the termination of the Collaboration Agreement had no impact on the loan balance as of September 30, 2015.

The outstanding principal balance under this loan was $16.9 million and $18.2 million, using a euro to US dollar exchange rate of 1.124 and 1.216, as of September 30, 2015 and December 31, 2014, respectively. The Company recorded an unrealized foreign exchange loss of $0.2 million and an unrealized foreign exchange gain of $1.4 million, respectively, for the three and nine months ended September 30, 2015. The Company recorded unrealized foreign exchange gains of $1.4 million and $1.6 million for the three and nine months ended September 30, 2014, related to the re-measurement of the loan.

General Electric Capital Corporation ("GECC") Term Loan

In December 2011, the Company entered into a loan agreement (the "GECC Loan Agreement") with GECC, under which GECC agreed to make a term loan in an aggregate principal amount of $10.0 million (the "Term Loan") to the Company, and upon execution of the GECC Loan Agreement, GECC funded the Term Loan.

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 were exercisable immediately upon issuance and have a five-year term expiring in December 2016.

In connection with a September 27, 2012 amendment of the GECC Loan Agreement, 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 were exercisable immediately upon issuance and have a five-year term expiring in September 2017.

The Company allocated the aggregate initial 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 fair value of the warrants with the GECC Loan Agreement and the subsequent September 27, 2012 amendment had fair values of $0.2 million and $0.1 million, respectively, and were recorded as a discount to the debt obligation, which was 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 GECC Term Loan was paid in full on February 27, 2015, when Hercules Technology Growth Capital, Inc. ("Hercules") and the Company entered into a loan and security agreement (the "Hercules Term Loan"), under which the Company borrowed $20.0 million. The Company used a portion of the proceeds under the Hercules Term Loan to repay GECC's outstanding principle balance, final payment fee, prepayment fee, and accrued interest totaling $5.5 million. A loss on extinguishment of $0.4 million from the payoff of the GECC Term Loan was recognized as interest expense during the nine months ended September 30, 2015.

Hercules Term Loan

On February 27, 2015 ("Closing Date"), the Company entered into the Hercules Term Loan as described above. The Hercules Term Loan has a variable interest rate that is the greater of either (i) 9.40% plus the prime rate as reported from time to time in The Wall Street Journal minus 7.25%, or (ii) 9.40%. The payments under the Hercules Term Loan are interest only until one month prior to July 1, 2016. The interest-only period will be followed by equal monthly payments of principal and interest amortized over a 30-month schedule through the scheduled maturity date of September 1, 2018. As security for its obligations under the Hercules Term Loan, the Company granted a security interest in substantially all of its existing and after-acquired assets, excluding its intellectual property assets.

If the Company prepays the loan prior to the loan maturity date, it will pay Hercules a prepayment charge, based on a prepayment fee equal to 3.00% of the amount prepaid, if the prepayment occurs in any of the first 12 months following the Closing Date, 2.00% of the amount prepaid, if the prepayment occurs after 12 months from the Closing Date but prior to 24 months from the Closing Date, and 1.00% of the amount prepaid if the prepayment occurs after 24 months from the Closing Date. The Hercules Term Loan includes customary affirmative and restrictive covenants, but does not include any financial maintenance covenants, and also includes standard events of default, including payment defaults. Upon the occurrence of an event of default, a default interest rate of an additional 5% may

be applied to the outstanding loan balances, and Hercules may declare all outstanding obligations immediately due and payable and take such other actions as set forth in the Hercules Term Loan.

The Company incurred debt issuance costs of $0.5 million in connection with theHercules Term Loan. The Company will be required to pay a final payment fee equal to $1.2 million on the maturity date, or such earlier date as the term loan is paid in full. The debt issuance costs and final payment fee are being amortized and accreted, respectively, to interest expense over the term of the term loan using the effective interest method. The Company recorded non-cash interest expense resulting from the amortization of the debt issuance costs and accretion of the final payment of $0.1 million and $0.3 million for the three and nine months ended September 30, 2015, respectively.

In connection with the Hercules Term Loan, the Company issued unregistered warrants that entitle Hercules to purchase up to an aggregate of 181,268 unregistered shares of XOMA common stock at an exercise price equal to $3.31 per share. These warrants were exercisable immediately and have a five-year term expiring in February 2020. The Company allocated the aggregate proceeds of the Hercules Term Loan between the warrants and the debt obligation. The fair value of the warrants issued to Hercules of $0.5 million was determined using the Black-Scholes Model and was recorded as a discount to the debt obligation. The debt discount is being amortized over the term of the loan using the effective interest method. The warrants are classified in stockholders' equity on the condensed consolidated balance sheets.

The Company evaluated the Hercules Term Loan in accordance with accounting guidance for derivatives and determined there was de minimis value to the identified derivative features of the loan at inception and September 30, 2015.

As of September 30, 2015, the outstanding principal balance of the Hercules Term Loan was $20.0 million.

Aggregate future principal, final payment fees and discounts of the Company's total interest bearing obligations - long-term as of September 30, 2015, are as follows (in thousands):

Three months ending December 31, 2015	$ 475
Year ended 2016	9,149
Year ended 2017	14,852
Year ended 2018	18,117
Year ended 2019	—
Year ended 2020	15,394
	57,987
Less: Interest, final payment fee, discount and issuance cost	(9,402)
	48,585
Less: current portion	(4,123)
	$ 44,462

Interest Expense

Amortization of debt issuance costs and discounts are included in interest expense. Interest expense in the condensed consolidated statements of comprehensive loss for the three and nine months ended September 30, 2015 and 2014, relates to the following debt instruments (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Hercules loan	$ 665	$ —	$ 1,551	$ —
Servier loan	278	583	806	1,770
GECC term loan	—	398	548	1,268
Novartis note	84	79	243	234
Other	3	—	4	23
Total interest expense	$ 1,030	$ 1,060	$ 3,152	$ 3,295

8. Legal Proceedings, Commitments and Contingencies

Collaborative Agreements, Royalties and Milestone Payments

The Company is obligated to pay royalties, ranging from 0.5% to 5% of the selling price of certain licensed components and up to 40% of any sublicense fees to various universities and other research institutions based on future sales or licensing of products that incorporate certain products and technologies developed by those institutions.

In addition, the Company has committed to make potential future "milestone" payments to third parties as part of licensing and development programs. Payments under these agreements become due and payable only upon the achievement of certain developmental, regulatory and/or commercial milestones. Because it is uncertain if and when these milestones will be achieved, such contingencies, aggregating up to $76.5 million (assuming one product per contract meets all milestones events) have not been recorded on the accompanying condensed consolidated balance sheets. The Company is unable to determine precisely when and if payment obligations under the agreements will become due as these obligations are based on milestone events, the achievement of which is subject to a significant number of risks and uncertainties.

Legal Proceedings

On July 24, 2015, a purported securities class action lawsuit was filed in the United States District Court for the Northern District of California (Case No. 3:15-cv-3425) against the Company, its Chief Executive Officer and its Chief Medical Officer. The complaint asserts that all defendants violated Section 10(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and SEC Rule 10b-5, by making materially false or misleading statements regarding the Company's EYEGUARD-B study between November 6, 2014 and July 21, 2015. The plaintiffs also allege that Messrs. Varian and Rubin violated Section 20(a) of the Exchange Act. The plaintiffs seek class certification, an award of unspecified compensatory damages, an award of reasonable costs and expenses, including attorneys' fees, and other further relief as the Court may deem just and proper. Based on a review of the allegations, the Company believes that the plaintiffs' allegations are without merit, and intends to vigorously defend against the claims. Currently, the Company does not believe that the outcome of this matter will have a material adverse effect on its business or financial condition, although an unfavorable outcome could have a material adverse effect on its results of operations for the period in which such a loss is recognized. The Company cannot reasonably estimate the possible loss or range of loss that may arise from this lawsuit.

On July 29, 2015, Medpace, Inc. ("Medpace") filed a claim against the Company in the Ohio Court of Common Pleas, Hamilton County. The complaint seeks to recover payment for services allegedly provided by Medpace to the Company during 2012-2013 in connection with preparation of a new drug application and seeks damages of approximately $465,000 (inclusive of claimed contractual pre-judgment interest). On August 24, 2015, XOMA filed its answer to the complaint and the parties are currently taking discovery. The Company expects that is likely it will be able to settle with Medpace for an amount less than $465,000 and recorded an accrual for the anticipated amount in the third quarter of 2015.

On October 1, 2015, a stockholder purporting to act on the behalf of the Company, filed a derivative lawsuit in the Superior Court of California for the County of Alameda, purportedly asserting claims on behalf of the Company against certain of officers and the members of board of directors of the Company, captioned *Silva v. Scannon, et al*. The lawsuit asserts claims for breach of fiduciary duty, corporate waste and unjust enrichment based on the dissemination of allegedly false and misleading statements related to the Company's EYEGUARD-B study. The plaintiff is seeking unspecified monetary damages and other relief, including reforms and improvements to the Company's corporate governance and internal procedures. Management believes the allegations have no merit and intends to vigorously defend against the claims. Currently, the Company does not believe that the outcome of this matter will have a material adverse effect on its business or financial condition, although an unfavorable outcome could have a material adverse effect on its results of operations for the period in which such a loss is recognized. The Company cannot reasonably estimate the possible loss or range of loss that may arise from this lawsuit.

9. Stock-based Compensation

In the nine months ended September 30, 2015, the Board of Directors of the Company approved grants under the Company's Long Term Incentive Plan for options to purchase an aggregate of 1,790,722 shares and an aggregate of 1,694,932 RSUs to certain employees of the Company. The stock options vest monthly over four years, and the RSUs vest annually over three years, in equal increments.

In May 2015, the Company's stockholders approved the Employee Stock Purchase Plan (the "2015 ESPP"). Under the 2015 ESPP, the Company reserved 300,000 shares of common stock for issuance as of its effective date of July 1, 2015, subject to adjustment in the event of a stock split, stock dividend, combination or reclassification or similar event. The 2015 ESPP allows eligible employees to purchase shares of the Company's common stock at a discount through payroll deductions of up to 10% of their eligible compensation, subject to any plan limitations. The 2015 ESPP provides for six-month offering periods ending on May 31 and November 30 of each year, with the exception of the first offering period, which lasts from July 1, 2015 through November 30, 2015, as transition from the Company's legacy employee stock purchase plan. At the end of each offering period, employees are able to purchase shares at 85% of the lower of the fair market value of the Company's common stock on the first trading day of the offering period or on the last day of the offering period.

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. Compensation expense is recognized from the grant date to the earlier of the retirement-eligible date or the vesting date. 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 during the three and nine months ended September 30, 2015 and 2014, was estimated based on the following weighted average assumptions:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Dividend yield	0 %	0 %	0 %	0 %
Expected volatility	103 %	88 %	83 %	93 %
Risk-free interest rate	1.36 %	1.79 %	1.40 %	1.72 %
Expected term	5.6 years	5.6 years	5.6 years	5.6 years

Stock option activity for the nine months ended September 30, 2015, was as follows:

	Options	Weighted Average Exercise Price Per Share	Weighted Average Remaining Contractual Life (in years)	Aggregate Intrinsic Value (in thousands)
Outstanding at January 1, 2015	7,702,309	$ 8.15		
Granted	1,790,722	3.79		
Exercised	(163,663)	1.89		
Forfeited, expired or cancelled	(1,156,878)	15.96		
Outstanding at September 30, 2015	8,172,490	$ 6.22	6.54	$ —
Vested and expected to vest at September 30, 2015	7,891,195	$ 6.27	6.48	$ —
Exercisable at September 30, 2015	5,399,778	$ 7.04	5.71	$ —

The valuation of RSUs is determined at the date of grant using the closing stock price.

Unvested RSU activity for the nine months ended September 30, 2015, is summarized below:

	Number of Shares	Weighted-Average Grant-Date Fair Value
Unvested balance at January 1, 2015	$ 1,953,879	$ 5.46
Granted	1,694,932	3.82
Vested	(1,027,497)	4.66
Forfeited	(348,960)	4.51
Unvested balance at September 30, 2015	$ 2,272,354	4.74

The following table shows total stock-based compensation expense for stock options, RSUs and ESPP in the condensed consolidated statements of comprehensive loss for the three and nine months ended September 30, 2015 and 2014 (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Research and development	$ 1,047	$ 1,765	$ 4,642	$ 5,124
Selling, general and administrative	917	1,772	3,676	4,761
Total stock-based compensation expense	$ 1,964	$ 3,537	$ 8,318	$ 9,885

10. Subsequent Events

On November 4, 2015, XOMA and Nanotherapeutics Inc. (“Nanotherapeutics”) entered into an asset purchase agreement (the “Nanotherapeutics Purchase Agreement”), pursuant to which Nanotherapeutics agreed, subject to the terms and conditions set forth in the Nanotherapeutics Purchase Agreement, to acquire XOMA’s biodefense business and related assets (including, subject to regulatory approval, certain contracts with the U.S. government), and to assume certain liabilities of XOMA (the “Transaction”). As part of the Transaction, the parties will, subject to the terms and conditions of the asset purchase agreement and the satisfaction of certain conditions, enter into an intellectual property license agreement (the “License Agreement”), pursuant to which XOMA agreed to license to Nanotherapeutics, subject to the terms and conditions set forth in the License Agreement, certain intellectual property rights related to the purchased assets, in consideration for up to a cash payment of $1.5 million, 23,008 shares of common stock of Nanotherapeutics and additional milestone-based payments and royalties. The Nanotherapeutics Purchase Agreement is expected to close by December 31, 2015.

On November 5, 2015, XOMA and Agenus West, LLC, a wholly-owned subsidiary of Agenus Inc. (“Agenus”), entered into an asset purchase agreement (the “Agenus Purchase Agreement”), pursuant to which Agenus agreed, subject to the terms and conditions set forth in the Agenus Purchase Agreement, to acquire XOMA’s manufacturing facility in Berkeley, California, together with certain related assets, including certain intellectual property related to the purchased assets under an intellectual property license agreement, and to assume certain liabilities of XOMA, in consideration for the payment to XOMA of up to $5.0 million in cash and the issuance to XOMA of shares of Agenus’s common stock having an aggregate value of up to $1.0 million. The Agenus Purchase Agreement is expected to close by December 31, 2015.

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," "intend" 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, the sufficiency of our cash resources, our ability to receive potential milestones and/or royalty payments under collaboration agreements and the timing of receipt of those payments, the timing and adequacy of cost-cutting measures, and our ability to defend against claims that may be made in litigation. 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, 2014.

Overview

XOMA Corporation ("XOMA"), a Delaware corporation, discovers and develops innovative antibody-based therapeutics. Several of our antibodies have unique properties due to their interaction at allosteric sites on a specific protein rather than the orthosteric, or active, sites. The compounds are designed to either enhance or diminish the protein's activity as desired. We believe allosteric-modulating antibodies may be more selective or offer a safety advantage in certain disease indications when compared to more traditional modes of action.

In August 2015, we announced our strategic initiative to focus efforts on advancing the assets in our extensive portfolio of compounds that could treat a variety of endocrine diseases. We currently have six assets in our endocrine franchise portfolio, three of which were developed utilizing our proprietary XOMA Metabolism, or XMet, platform. The XMet platform is highly novel as the antibodies bind to different sites on the insulin receptor than currently marketed drugs and includes separate classes of allosteric modulating antibodies that either activate the insulin receptor, XMetA, or deactivate the insulin receptor, XMetD. The product candidates derived from the XMet platform that we intend to advance are:

- XOMA 358, the lead compound in the XMetD program, which is designed as a potential treatment for hyperinsulinism;
- XOMA 129, an XMetD Fab designed as a potential treatment for severe hypoglycemia; and
- XOMA 159, a compound from the XMetA program, which may be a potential treatment for rare inherited receptoropathies.

This portfolio of antibodies represents potential new therapeutic approaches to the treatment of diabetes and several rare diseases that have insulin involvement. Our endocrine portfolio also includes a Phase 2-ready product candidate, XOMA 213, targeting the prolactin receptor, and hyperprolactinemia, and multiple research-stage programs. Our product candidates are presently in various stages of development and are subject to regulatory approval before they can be commercially launched.

XOMA 358 is a fully human monoclonal allosteric modulating antibody that binds to insulin receptors and attenuates insulin action. We intend to investigate this compound as a novel treatment for non-drug-induced, endogenous hyperinsulinemic hypoglycemia (low blood glucose caused by excessive insulin produced by the body). In March 2015, we presented positive Phase 1 data on XOMA 358 at ENDO 2015, the Endocrine Society's annual meeting. Results of the study, in which 14 healthy volunteers received XOMA 358 and 5 received placebo, showed XOMA 358 reduced insulin sensitivity and decreased glucose disposal after exogenous insulin injection. In the study, XOMA 358 appeared to be well tolerated, with no serious adverse events observed. In June 2015, we were granted Orphan Drug Designation for XOMA 358 by the FDA for the treatment of congenital hyperinsulinism ("HI"), a hereditary disease resulting in lack of insulin regulation and profound hypoglycemia that can result in seizures, brain damage, and in rare cases, death. In October 2015, we initiated a single-dose Phase 2 proof-of-concept study of XOMA 358 in patients with HI. In addition, we intend to initiate a single-dose Phase 2 proof-of-concept study in patients who experience hyperinsulinism post bariatric surgery. We believe a therapy that safely and effectively mitigates insulin-induced hypoglycemia has the potential to address a significant unmet therapeutic need for certain rare medical conditions associated with hyperinsulinism.

XOMA 129 is a highly potent Fab fragment with negative allosteric modulation of the insulin receptor. We believe XOMA 129 could offer clinicians a therapy that has rapid onset, improved efficacy and optimal duration of therapy to treat patients with acute severe hypoglycemia wherein currently available therapies are inadequate.

XOMA 159, a high-affinity, fully human monoclonal antibody, allosterically binds to and activates the insulin receptor ("INSR"). XOMA 159 is a potential treatment for rare disorders that result in severe insulin resistance ("SIR"). Insulin resistance ("IR") is generally defined by the reduced ability of insulin to lower blood glucose, usually resulting in compensatory hyperinsulinemia. IR is a common obesity-related metabolic problem that is associated with chronic disorders, such as Type 2 diabetes, atherosclerosis, polycystic ovarian syndrome, and hepatic steatosis. In contrast, SIR often results from single gene defects in insulin signaling called "insulin receptoropathies." The disorders arising from genetic insulin receptoropathies range from extreme pediatric conditions, such as Donohue Syndrome ("DS") and Rabson Mendenhall Syndrome, to conditions, such as severe "type A" IR and "HAIR-AN" (hyperandrogenism, insulin resistance, and acanthosis nigricans). Current treatment of patients with insulin receptoropathies is inadequate. Managing these patients is extremely challenging and largely focuses on employing high-dose insulin sensitizers, such as metformin and pioglitazone, and delivery of high concentrations of exogenous insulin. Since XOMA 159 acts at a site of INSR distinct from insulin, we believe it has the potential to restore additional INSR function and address unmet need.

XOMA 213 (formerly LFA 102) is a first-in-class allosteric inhibitor of prolactin action that was discovered by us under our collaboration with Novartis AG ("Novartis," formerly Chiron Corporation). It is a humanized IgG1-Kappa monoclonal antibody that binds to the extracellular domain of human prolactin receptor with high affinity at an allosteric site relative to prolactin. The compound has been shown to inhibit prolactin-mediated signaling, and it is potent and similarly active against rodent, monkey, and human prolactin receptors. We exercised our right to bring the product back into our portfolio to develop it for diseases of hyperprolactinemia. Prolactinoma is a condition of benign tumors on the pituitary gland. It leads to sexual dysfunction, infertility, and osteoporosis. Existing therapies are poorly tolerated in 20 percent of the 140,000 patients in the United States. Another indication we intend to pursue is anti-psychotic-induced hyperprolactinemia, a side effect seen in patients treated with commonly used antipsychotics, antidepressants, and pain medications. As patients exhibit the same signs and symptoms as prolactinoma, compliance with anti-psychotic therapies is poor. Currently available therapies to address these side effects can worsen psychosis.

We have multiple ongoing research programs focused on endocrine indications. One is an anti-parathyroid receptor program. Hyperparathyroidism results in significant hypercalcemia causing fatigue, loss of appetite, confusion, nausea, and muscle weakness. While most can be treated surgically, 10 percent of the patient population does not respond to surgery. We are in the process of selecting the lead compound to move into pre-clinical testing. Another research program is focused on the adrenal corticotropic hormone ("ACTH"). Inappropriate secretion of ACTH leads to excess cortisol, which can lead to Cushing's Disease. We have identified potent ACTH inhibitors and are testing for in vivo activity in preclinical models.

We also are continuing our Phase 3 development activities for gevokizumab (IL-1 beta modulating antibody) in pyoderma gangrenosum ("PG"), a rare ulcerative skin disease that is a specific indication under the umbrella of diseases known as neutrophilic dermatoses. Patients experience painful expanding skin ulcers that have a significant impact on their quality of life. The U.S. Food and Drug Administration ("FDA") granted Orphan Drug status for gevokizumab in PG.

On July 22, 2015, we announced that the Phase 3 EYEGUARD-B study of gevokizumab in patients with Behçet's disease uveitis did not meet the primary endpoint of time to first acute ocular exacerbation. In August 2015, we announced our intention to end the EYEGUARD global Phase 3 program. Servier, our gevokizumab development partner, and we are in the process of closing down the EYEGUARD clinical sites in an orderly manner such that if any of the data is positive it may be useful in the future. In September 2015, Servier notified us of its intention to terminate our collaboration and license agreement, and Servier will return all gevokizumab rights to us. We will regain worldwide rights to gevokizumab on March 25, 2016.

Significant Developments in the First Three Quarters of 2015

Novartis Agreements

On June 19, 2015, we and Novartis agreed to extend the maturity date of our secured note agreement with Novartis from June 21, 2015 to September 30, 2015. All other terms of the note agreement remained unchanged.

On September 30, 2015, we and Novartis entered into a license agreement pursuant to which we have granted to Novartis an exclusive, world-wide, royalty-bearing license to XOMA's anti-TGFβ program. Under the terms of the license agreement, we received $37.0 million in the form of an upfront payment and are eligible to receive up to $480.0 million if all development, regulatory, and commercial milestones are met. In addition, we are eligible to receive royalties on product sales that range from the mid-single digits to the low double digits. In connection with this license agreement, Novartis has agreed to extend the maturity date on the approximately $13.5 million of outstanding debt under our secured note agreement, which bears interest at the six-month LIBOR plus 2%, to September 30, 2020. We have also agreed to reduce our royalty rate associated with sales of Novartis' clinical stage anti-CD40 antibodies. All other terms of the 2004 collaboration agreement remained unchanged.

EYEGUARD-B Study and Servier Agreement

On May 28, 2015, we announced that the gevokizumab Phase 3 EYEGUARD-B study, sponsored by Servier, reached its target exacerbation event as specified in the study design. The objective of the first part of this study was to demonstrate the superiority of gevokizumab, as compared to placebo, on top of the current standard of care (immunosuppressant therapy and oral corticosteroids) in reducing the risk of Behçet's disease uveitis exacerbations and to assess the safety of gevokizumab. On July 22, 2015, we announced the Phase 3 EYEGUARD-B study did not reach its primary endpoint of time to first acute ocular exacerbation. On September 28, 2015, Servier notified XOMA of its intention to terminate our collaboration and license agreement and return the gevokizumab rights to XOMA. The termination of the collaboration and license agreement will be effective on March 25, 2016.

Restructuring

On August 21, 2015, in connection with our efforts to lower operating expenses and preserve capital while continuing to focus on our product pipeline, we implemented a workforce reduction of 58 positions throughout all areas of the Company. These reductions were comprised of 38 employee terminations and 20 open positions. On September 29, 2015, we terminated an additional five employees who were notified on that date. The identified persons will cease to be employees of the Company upon completion of the 60-day notification period required by the California Worker Adjustment and Retraining Notification Act. In addition, we cancelled our contracts with clinical manufacturing organizations following the discontinuation of our EYEGUARD-B and EYEGUARD-E studies. This workforce reduction does not reflect changes expected to occur as a result of our strategic actions related to XOMA's manufacturing and biodefense operations.

XOMA 358

In March 2015, we announced that we successfully completed the Phase 1 clinical study of XOMA 358, a fully human, allosteric monoclonal antibody that attenuates both the binding of insulin to its receptor and downstream insulin signaling. We have presented the data at the ENDO 2015 meeting and at the American Diabetes Association's 75th Scientific Sessions. XOMA 358 is being evaluated for the treatment of non-drug-induced, endogenous hyperinsulinemic hypoglycemia.

In June 2015, we announced that we have been granted Orphan Drug Designation for XOMA 358 by the FDA for the treatment of congenital hyperinsulinism,a hereditary disease resulting in lack of insulin regulation and profound hypoglycemia that can result in seizures and brain damage.

In October 2015, we initiated a single-dose Phase 2 proof-of-concept study of XOMA 358 in patients with congenital hyperinsulinism. In addition, we intend to initiate a single-dose Phase 2 proof-of-concept study in patients who experience hyperinsulinism post bariatric surgery.

Hercules Term Loan

In February 2015, we entered into a loan and security agreement with Hercules Technology Growth Capital, Inc. (the "Hercules Term Loan"), under which we borrowed $20.0 million. We used a portion of the proceeds under the Hercules Term Loan to repay the General Electric Capital Corporation ("GECC") outstanding principle balance, final payment fee, prepayment fee, and accrued interest amounts totaling $5.5 million and plan to use the remaining proceeds for general corporate purposes.

Servier Loan Amendment

On January 9, 2015, we entered into Amendment No. 2 to our loan agreement with Servier, initially entered into on December 30, 2010, and subsequently amended by a Consent, Transfer, Assumption and Amendment Agreement entered into as of August 12, 2013. Amendment No. 2 modified the maturity date of the loan from January 13, 2016 to three tranches of principal to be paid as follows: €3.0 million on January 15, 2016, €5.0 million on January 15, 2017 and €7.0 million on January 15, 2018. All other terms of the Servier Loan Agreement remained unchanged.

Licensing

In January 2015, Symplmed announced that the FDA approved PRESTALIA®, originally licensed by us from Servier and later transferred to Symplmed. As a result, we are eligible to receive royalties of 3% to 10% on any potential sales of PRESTALIA in the United States. In July 2015, Symplmed announced it has initiated commercial sales of PRESTALIA. Royalties on sales of PRESTALIA were immaterial for the quarter ended September 30, 2015.

Results of Operations

Revenues

Total revenues for the three and nine months ended September 30, 2015 and 2014, were as follows (in thousands):

	Three Months Ended September 30,		Increase	Nine Months Ended September 30,		Increase
	2015	2014	(Decrease)	2015	2014	(Decrease)
License and collaborative fees	$ 645	$ 2,450	$ (1,805)	$ 1,852	$ 4,615	$ (2,763)
Contract and other	1,429	2,686	(1,257)	5,412	9,903	(4,491)
Total revenues	$ 2,074	$ 5,136	$ (3,062)	$ 7,264	$ 14,518	$ (7,254)

License and Collaborative Fees

License and collaborative fees include fees and milestone payments related to the out-licensing of our products and technologies. The decrease in license and collaborative fee revenue for the three months ended September 30, 2015, as compared to the same period of 2014, was due to the $1.5 million decrease in milestone payments relating to out-licensing arrangements and $0.3 million decrease in revenue recognized related to the loan agreement with Servier. The decrease in license and collaborative fee revenue for the nine months ended September 30, 2015, as compared to the same period of 2014, was due to the $1.9 million decrease in milestone payments relating to out-licensing arrangements and $0.9 million decrease in revenue recognized related to the loan agreement with Servier. The generation of future revenues related to license and other collaborative fees is dependent on our ability to attract new licensees and new collaboration partners to our antibody technologies, or the achievement of milestones by our existing licensees.

Contract and Other Revenues

Contract and other revenues include agreements where we provide contracted research and development services to our contract and collaboration partners, including Servier and NIAID. Contract and other revenues also include net product sales and royalties. The following table shows the activity in contract and other revenues for the three and nine months ended September 30, 2015 and 2014 (in thousands):

	Three Months Ended September 30,		Increase	Nine Months Ended September 30,		Increase
	2015	2014	(Decrease)	2015	2014	(Decrease)
NIAID	$ 1,189	$ 2,101	$ (912)	$ 4,320	$ 7,276	$ (2,956)
Servier	224	621	(397)	1,094	2,580	(1,486)
Other	16	(36)	52	(2)	47	(49)
Total contract and other revenues	$ 1,429	$ 2,686	$ (1,257)	$ 5,412	$ 9,903	$ (4,491)

Our revenue from NIAID decreased for the three and nine months ended September 30, 2015 due to reduced activity under our existing NIAID contracts. The decrease in revenue from Servier for the three and nine months ended September 30, 2015 was due primarily to a decrease in reimbursements from Servier under our collaboration agreement.

We expect license revenue to increase in 2015 as compared with 2014 levels based on the expected recognition of $37.0 million of revenue in the fourth quarter of 2015 related to the upfront payment received under the license agreement entered into with Novartis in September 2015.

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 $17.6 million and $57.3 million for the three and nine months ended September 30, 2015, compared with $20.2 million and $61.4 million for the same periods in 2014. The decrease of $2.6 million for the three months ended September 30, 2015, as compared to the same period of 2014 was primarily due to a decrease of $1.5 million in salaries and related expenses and a decrease of $1.1 million in clinical trial costs primarily due to the termination of the EYEGUARD global Phase 3 program. The decrease of $4.1 million for the nine months ended September 30, 2015, as compared to the same period of 2014 was primarily due to a decrease of $3.8 million in internal and external manufacturing costs, a decrease of $0.4 million in clinical trial costs due to the termination of the EYEGUARD global Phase 3 program and a decrease of $0.7 million in salaries and related expenses, partially offset by an increase of $1.0 million in consulting services.

Salaries and related personnel costs are a significant component of research and development expenses. We recorded $6.6 million and $24.3 million in research and development salaries and employee-related expenses for the three and nine months ended September 30, 2015, as compared with $8.1 million and $25.0 million for the same period in 2014. The decrease of $1.5 million for the three months ended September 30, 2015, as compared to the same period of 2014 was due primarily to a $0.9 million decrease in salaries and related personnel costs, primarily due to the restructuring activities in the third quarter of 2015, and a $0.7 million decrease in stock-based compensation, which is a non-cash expense. The decrease of $0.7 million for the nine months ended September 30, 2015, as compared to the same period of 2014 was due primarily to a $0.2 million decrease in salaries and related personnel costs and a $0.5 million decrease in stock-based compensation, which is a non-cash expense. The decreases in stock-based compensation for the three and nine months ended September 30, 2015, included $0.2 million related to the reversal of expense for forfeitures of stock awards related to our restructuring activities in the third quarter of 2015.

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. Later-stage programs include clinical testing, regulatory affairs and manufacturing clinical supplies. The costs associated with these programs are summarized below (in thousands):

	Three Months Ended September 30,		Increase	Nine Months Ended September 30,		Increase
	2015	2014	(Decrease)	2015	2014	(Decrease)
Earlier stage programs	$ 5,876	$ 1,357	$ 4,519	$ 16,128	$ 21,805	$ (5,677)
Later stage programs	11,683	18,878	(7,195)	41,127	39,566	1,561
Total	$ 17,559	$ 20,235	$ (2,676)	$ 57,255	$ 61,371	$ (4,116)

Our research and development activities can also 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 are summarized below (in thousands):

	Three Months Ended September 30,		Increase	Nine Months Ended September 30,		Increase
	2015	2014	(Decrease)	2015	2014	(Decrease)
Internal projects	$ 11,993	$ 12,578	$ (585)	$ 39,563	$ 38,651	$ 912
Collaborative and contract arrangements	5,566	7,657	(2,091)	17,692	22,720	(5,028)
Total	$ 17,559	$ 20,235	$ (2,676)	$ 57,255	$ 61,371	$ (4,116)

For the three and nine months ended September 30, 2015, 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 program, XMet, accounted for more than 30% but less than 40% 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, 2015. For the three and nine months ended September 30, 2014, 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. Two other development programs, XMet and 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, 2014.

We expect our research and development spending during the remainder of 2015 to be reduced as compared with 2014 due to certain cost cutting measures that we implemented in the third quarter of 2015. 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 $5.6 million and $15.9 million for the three and nine months ended September 30, 2015, compared with $5.4 million and $15.8 million for the same periods in 2014. The increase of $0.2 million for the three months ended September 30, 2015, as compared to the same period of 2014 was due primarily to a $1.3 million increase in consulting services related to our out-licensing activities and a $0.5 million increase in legal and audit fees, partially offset by a $0.9 million decrease in stock-based compensation, which is a non-cash expense and a $0.7 million decrease in salaries and related personnel costs. The increase of $0.1 million for the nine months ended September 30, 2015, as compared to the same period of 2014 was due primarily to a $1.2 million increase in consulting services, primarily related to our out-licensing activities and a $0.8 million increase in legal and audit fees, partially offset by a $1.1 million decrease in stock-based compensation, which is a non-cash expense and a $0.8 million decrease in salaries and related personnel costs. The decreases in stock-based compensation for the three and nine months ended September 30, 2015, included $0.3 million related to the reversal of expense for forfeitures of stock awards related to our restructuring activities in the third quarter of 2015.

We expect our selling, general and administrative spending during the remainder of 2015 to be reduced as compared with 2014 due to certain cost cutting measures that we implemented in the third quarter of 2015.

Restructuring Charges

On July 22, 2015, we announced the Phase 3 EYEGUARD-B study of gevokizumab in patients with Behçet's disease uveitis, run by Servier, did not meet the primary endpoint of time to first acute ocular exacerbation. In August 2015, we announced our intention to end the EYEGUARD global Phase 3 program. On August 21, 2015, in connection with our efforts to lower operating expenses and preserve capital while continuing to focus on our endocrine product pipeline, we implemented a restructuring plan (the "2015 Restructuring") that included a workforce reduction resulting in the elimination of 58 positions throughout all areas of XOMA (of which, 38 were employee terminations and 20 were open positions). On September 29, 2015, we terminated an additional five employees who were notified on that date. The identified persons will cease to be employees of XOMA upon completion of the 60-day notification period required by the California Worker Adjustment and Retraining Notification Act.

During the three months ended September 30, 2015, we recorded charges of $2.2 million related to severance, other termination benefits and outplacement services. We expect to incur an additional $0.3 million in restructuring charges in the fourth quarter of 2015 related to severance, other termination benefits and outplacement services related to notified employees who will continue to perform services to the Company during the fourth quarter of 2015. Finally, we recognized an additional restructuring charge of $0.4 million in contract termination costs in the three months ended September 30, 2015, which primarily include costs in connection with the discontinuation of the EYEGUARD studies. For the nine months ended September 30, 2014, we recorded charges of $84,000 for final facility costs related to restructuring activities initiated in 2012.

Of the $2.9 million total expenses associated with the restructuring activities in the third quarter of 2015, we expect to pay approximately $2.7 million by December 31, 2015, with the remaining amount to be paid by May 2016. We may also incur other material charges not currently contemplated due to events that may occur as a result of, or associated with, the restructurings.

Other Income (Expense)

Interest Expense

Amortization of debt issuance costs and discounts are included in interest expense. Interest expense is shown below for the three and nine months ended September 30, 2015 and 2014 (in thousands):

	Three Months Ended September 30,		Increase	Nine Months Ended September 30,		Increase
	2015	2014	(Decrease)	2015	2014	(Decrease)
Hercules loan	$ 665	$ —	$ 665	$ 1,551	$ —	$ 1,551
Servier loan	278	583	(305)	806	1,770	(964)
GECC term loan	—	398	(398)	548	1,268	(720)
Novartis note	84	79	5	243	234	9
Other	3	—	3	4	23	(19)
Total interest expense	$ 1,030	$ 1,060	$ (30)	$ 3,152	$ 3,295	$ (143)

Interest expense related to the Servier loan decreased by $0.3 million and $1.0 million during the three and nine months ended September 30, 2015 compared to the same periods in the prior year. The decrease was due to the $1.9 million balance of imputed interest remaining at the time the loan was amended in January 2015 now being amortized over the extended term of the loan. This decrease was offset by the increase in interest expense during the three and nine months ended September 30, 2015, as compared to the same periods in the prior year, due to our $20.0 million term loan with Hercules Technology Growth Capital, Inc. that was entered into in February 2015. A portion of the proceeds from the Hercules Term Loan was used to repay our outstanding loan with GECC and we recorded a loss of $0.4 million upon the extinguishment of the GECC Term Loan in February 2015.

We expect interest expense during 2015 to be consistent with 2014..

Other Income (Expense), Net

Other income (expense), net primarily consisted of unrealized (losses) gains. The following table shows the activity in other income (expense), net for the three and nine months ended September 30, 2015 and 2014 (in thousands):

	Three Months Ended September 30,		Increase	Nine Months Ended September 30,		Increase
	2015	2014	(Decrease)	2015	2014	(Decrease)
Other income (expense), net						
Unrealized foreign exchange gain (loss) (1)	$ (227)	$ 1,452	$ (1,679)	$ 1,344	$ 1,693	$ (349)
Realized foreign exchange gain (loss)	5	19	(14)	66	(68)	134
Unrealized loss on foreign exchange options	—	(87)	87	(6)	(326)	320
Other	28	9	19	49	33	16
Total other income (expense), net	$ (194)	$ 1,393	$ (1,587)	$ 1,453	$ 1,332	$ 121

(1) Unrealized foreign exchange gain for the three and nine months ended September 30, 2015 and 2014 primarily relates to the re-measurement of the €15 million Servier loan.

Revaluation of Contingent Warrant Liabilities

We have issued warrants that contain provisions that are contingent on the occurrence of a change in control, which could 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 account for the warrants issued as a liability at fair value. In addition, the estimated liability related to the warrants is 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.

We revalued the March 2012 warrants at September 30, 2015 and recorded a $21.4 million and $20.0 million decrease in the fair value as a gain in the revaluation of contingent warrant liabilities for the three and nine months ended September 30, 2015, respectively. This decrease in liability is primarily due to the decrease in the market price of XOMA's common stock at September 30, 2015 compared to December 31, 2014. We revalued the warrants at September 30, 2014 using the Black-Scholes Model and recorded a $5.4 million and $32.5 million decrease in the fair value during the three and nine months ended September 30, 2014 as a gain on the revaluation of contingent warrant liabilities.

We revalued the December 2014 warrants at September 30, 2015 using the Black-Scholes Model and recorded a $4.2 million decrease in the fair value as a gain in the revaluation of contingent warrant liabilities in the consolidated statements of comprehensive loss for the nine months ended September 30, 2015. The decrease in liability is due primarily to the decrease in the market price of our common stock at September 30, 2015 as compared to December 31, 2014.

The activity in the three and nine months ended September 30, 2014 also included the change in fair value for the February 2010 warrants that expired in February 2015. We revalued the warrants at September 30, 2014 using the Black-Scholes Model and recorded a $1.1 million decrease in the fair value as a gain in the revaluation of contingent warrant liabilities.

Liquidity and Capital Resources

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

	September 30, 2015	December 31, 2014	Change
Cash and cash equivalents	$ 32,046	$ 78,445	$ (46,399)
Working Capital	$ 15,130	$ 47,367	$ (32,237)

	Nine Months Ended September 30,		
	2015	2014	Change
Net cash used in operating activities	$ (59,659)	$ (60,903)	$ (1,244)
Net cash (used in) provided by investing activities	(448)	14,773	15,221
Net cash provided by (used in) financing activities	13,721	(1,317)	(15,038)
Effect of exchange rate changes on cash	(13)	(152)	(139)
Net decrease in cash and cash equivalents	$ (46,399)	$ (47,599)	$ (1,200)

Cash Used In Operating Activities

The decrease in net cash used in operating activities for the nine months ended September 30, 2015, as compared with the same period in 2014, was due to a decrease in research and development spending related to internal and external manufacturing costs during the nine months ended September 30, 2015, and a decrease in clinical trial costs primarily resulting from the completion in 2014 of our Phase 2 study in erosive osteoarthritis of the hand ("EOA").

Cash (Used In) Provided by Investing Activities

Net cash used in investing activities for the nine months ended September 30, 2015 of $0.4 million was primarily related to the purchase of property and equipment. Net cash provided by investing activities for the same period in 2014 of $14.8 million primarily consisted of $15.0 million in proceeds from the maturities of short-term investments.

Cash Provided by (Used in) Financing Activities

Net cash provided by financing activities for the nine months ended September 30, 2015 of $13.7 million was primarily related to proceeds from the Hercules Term Loan of $20.0 million and proceeds from the issuance of common stock of $0.4 million. These cash inflows were partially offset by $6.1 million of principal payments on the GECC Term Loan, and payment of debt issuance costs of $0.5 million on the Hercules Term Loan.

Net cash used in financing activities for the same period in 2014 of $1.3 million was related to principal payments on the GECC Term Loan of $4.9 million, partially offset by $3.5 million in proceeds from the issuance of common stock.

Hercules Term Loan

The Company and Hercules Technology Growth Capital, Inc. entered into the Hercules Term Loan on February 27, 2015 (the "Closing Date"), under which we borrowed $20.0 million. The Hercules Term Loan has a variable interest rate that is the greater of either (i) 9.40% plus the prime rate as reported from time to time in The Wall Street Journal minus 7.25%, or (ii) 9.40%. The payments under the Hercules Term Loan are interest only until one month prior to July 1, 2016. The interest-only period will be followed by equal monthly payments of principal and interest amortized over a 30-month schedule through the scheduled maturity date of September 1, 2018. As security for its obligations under the Hercules Term Loan, we granted a security interest in substantially all of our existing and after-acquired assets, excluding our intellectual property assets. We used a portion of the proceeds under the Hercules Term Loan to repay the outstanding principle balance, final payment fee, prepayment fee, and accrued interest totaling $5.5 million from GECC.

If we prepay the loan prior to the loan maturity date, we will pay Hercules a prepayment charge, based on a prepayment fee equal to 3.00% of the amount prepaid, if the prepayment occurs in any of the first 12 months following the Closing Date, 2.00% of the amount prepaid, if the prepayment occurs after 12 months from the Closing Date but prior to 24 months from the closing date, and 1.00% of the amount prepaid if the prepayment occurs after 24 months from the Closing Date. The Hercules Term Loan includes customary affirmative and restrictive covenants, but does not include any financial maintenance covenants, and also includes standard events of default, including payment defaults. Upon the occurrence of an event of default, a default interest rate of an additional 5% may be applied to the outstanding loan balances, and Hercules may declare all outstanding obligations immediately due and payable and take such other actions as set forth in the Hercules Term Loan.

We incurred debt issuance costs of $0.5 million in connection with the Hercules Term Loan. We will be required to pay a final payment fee equal to $1.2 million on the maturity date, or such earlier date as the term loan is paid in full. The debt issuance costs and final payment fee are being amortized and accreted, respectively, to interest expense over the term of the term loan using the effective interest method.

In connection with the Hercules Term Loan, we issued unregistered warrants that entitle Hercules to purchase up to an aggregate of 181,268 unregistered shares of XOMA common stock at an exercise price equal to $3.31 per share. These warrants were exercisable immediately and have a five-year term expiring in February 2020. We allocated the aggregate proceeds of the Hercules Term Loan between the warrants and the debt obligation. The estimated fair value of the warrants issued to Hercules of $0.5 million was determined using the Black-Scholes Model and was recorded as a discount to the debt obligation. The discount is being amortized over the term of the loan using the effective interest method. The warrants are classified in stockholders' equity on the consolidated balance sheet.

Aggregate future principal, final payment fees and discounts of our total interest bearing obligations - long-term as of September 30, 2015 are as follows (in thousands):

Three Months ending December 31, 2015	$	475
Year ended 2016		9,149
Year ended 2017		14,852
Year ended 2018		18,117
Year ended 2019		—
Year ended 2020		15,394
		57,987
Less: Interest, final payment fee, discount and issuance cost		(9,402)
		48,585
Less current portion		(4,123)
	$	44,462

* * *

We have incurred significant operating losses and negative cash flows from operations since our inception. At September 30, 2015, we had cash and cash equivalents of $32.0 million, which is available to fund future operations. Taking into account the receipt of the $37.0 million license fee in October 2015, the deferral of $13.5 million in debt, and certain cost cutting measures enacted in the second half of 2015, we expect to have adequate funds to maintain operations for a period of at least 12 months following the end of the third quarter of 2015.

Our ability to raise additional capital in the equity and debt markets, should we choose to do so, is dependent on a number of factors, including, but not limited to, the market demand for our common stock, which itself is subject to a number of pharmaceutical development and business risks and uncertainties, as well as the uncertainty that we would be able to raise such additional capital at a price or on terms that are favorable to us.

On November 4, 2015, we and Nanotherapeutics Inc. ("Nanotherapeutics") entered into an asset purchase agreement (the "Nanotherapeutics Purchase Agreement"), pursuant to which Nanotherapeutics agreed, subject to the terms and conditions set forth in the Nanotherapeutics Purchase Agreement, to acquire our biodefense business and related assets (including, subject to regulatory approval, certain contracts with the U.S. government), and to assume certain liabilities of XOMA (the "Transaction").As part of the Transaction, the parties will, subject to the terms and conditions of the asset purchase agreement and the satisfaction of certain conditions, enter into an intellectual property license agreement (the "License Agreement"), pursuant to which we agreed to license to Nanotherapeutics, subject to the terms and conditions set forth in the License Agreement, certain intellectual property rights related to the purchased assets, in consideration for up to a cash payment of $1.5 million, 23,008 shares of common stock of Nanotherapeutics and additional milestone-based payments and royalties. The Nanotherapeutics Purchase Agreement is expected to close by December 31, 2015.

On November 5, 2015, we and Agenus West, LLC, a wholly-owned subsidiary of Agenus Inc. ("Agenus"), entered into an asset purchase agreement (the "Agenus Purchase Agreement"), pursuant to which Agenus agreed, subject to the terms and conditions set forth in the Asset Purchase Agreement, to acquire our manufacturing facility in Berkeley, California, together with certain related assets, including certain intellectual property related to the purchased assets under an intellectual property license agreement, and to assume certain of our liabilities, in consideration for the payment to us of up to $5.0 million in cash and the issuance to XOMA of shares of Agenus' common stock having an aggregate value of up to $1.0 million. The Agenus Purchase Agreement is expected to close by December 31, 2015.

Critical Accounting Policies

Critical accounting policies 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, those related to revenue recognition, research and development expense, contingent warrant liabilities, and stock-based compensation to be critical policies. There have been no significant changes in our critical accounting policies during the nine months ended September 30, 2015, as compared with those previously disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2014, filed with the SEC on March 11, 2015.

Changes in Contractual Obligations

Our future contractual obligations were reported in our Annual Report on Form 10-K for the year ended December 31, 2014, as filed with the SEC. On January 9, 2015, we entered into Amendment No. 2 to our loan agreement with Servier, which modified the maturity date of the loan from January 13, 2016 to three tranches of principal to be paid as follows: €3.0 million on January 15, 2016, €5.0 million on January 15, 2017 and €7.0 million on January 15, 2018. In addition, on February 27, 2015, we entered into the Hercules Term Loan, under which we borrowed $20.0 million. The payments under the Hercules Term Loan are interest only until one month prior to July 1, 2016, followed by equal monthly payments of principal and interest over a 30-month schedule through September 1, 2018. Lastly, on June 19, 2015, we and Novartis agreed to extend the maturity date of our secured note agreement from June 21, 2015 to September 30, 2015, which was then subsequently extended to September 30, 2020.

Other than as described above, there have been no other material changes from the contractual obligations previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2014.

Off-balance Sheet Arrangements

We have not engaged in any off-balance sheet arrangements, including the use of structured finance, special purpose entities or variable interest entities.

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, 2015, have not changed materially from those discussed in Item 7A of our Form 10-K for the year ended December 31, 2014 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 $0.2 million.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Controls and Procedures

We have established disclosure controls and procedures, as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934, as amended. Our Chief Executive Officer and our Chief Financial Officer have concluded, based on the evaluation of the effectiveness of our disclosure controls and procedures by our management, with the participation of our Chief Executive Officer and our Chief Financial Officer, as of the end of the period covered by this report, that our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control

There have been no changes in our internal controls over financial reporting as defined in Rule 13a-15(f) under the Exchange Act 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

On July 24, 2015, a purported securities class action lawsuit was filed in the United States District Court for the Northern District of California (Case No. 3:15-cv-3425) against us, our Chief Executive Officer and our Chief Medical Officer. The complaint asserts that all defendants violated Section 10(b) the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and SEC Rule 10b-5, by making materially false or misleading statements regarding the Company's EYEGUARD-B study between November 6, 2014 and July 21, 2015. The plaintiffs also allege that Messrs. Varian and Rubin violated Section 20(a) of the Exchange Act. The plaintiffs seek class certification, an award of unspecified compensatory damages, an award of reasonable costs and expenses, including attorneys' fees, and other further relief as the Court may deem just and proper. Based on a review of the allegations, the Company believes that the plaintiffs' allegations are without merit, and intends to vigorously defend against the claims.

On July 29, 2015, Medpace, Inc. ("Medpace") filed a claim against us in the Ohio Court of Common Pleas, Hamilton County. The complaint seeks to recover payment for services allegedly provided by Medpace to the Company during 2012-2013 in connection with preparation of a new drug application and seeks damages of approximately $465,000 (inclusive of claimed contractual pre-judgement interest). On August 24, 2015, XOMA filed its answer to the complaint and the parties are currently taking discovery. We expect that we will be able to settle with Medpace for an amount less than $465,000 and recorded an accrual for the anticipated amount in the third quarter of 2015.

On October 1, 2015, a stockholder purporting to act on our behalf, filed a derivative lawsuit in the Superior Court of California for the County of Alameda, purportedly asserting claims on behalf of the Company against certain of our officers and the members of our board of directors, captioned *Silva v. Scannon, et al.* The lawsuit asserts claims for breach of fiduciary duty, corporate waste and unjust enrichment based on the dissemination of allegedly false and misleading statements related to the Company's EYEGUARD-B study. The plaintiff is seeking unspecified monetary damages and other relief, including reforms and improvements to our corporate governance and internal procedures. Management believes the allegations have no merit and intends to vigorously defend against the claims.

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 under Part I, Item 1A, "Risk Factors" included in our Annual Report on the Form 10-K. In addition, the risk factor entitled: "We have a significant stockholder, which may limit other stockholders' ability to influence corporate matters and may give rise to conflict of interest" that appeared in the Form 10-K has been removed.

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 be forced to delay, reduce, or eliminate our product development programs or to take actions that could adversely affect an investment in our common stock and we 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 additional 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; reduce or eliminate certain product development efforts or commercialization efforts;
- 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, the licensing of our antibody technologies, debt and through sales of our common stock.

Based on our cash and cash equivalents of $32.0 million at September 30, 2015, anticipated spending levels, anticipated cash inflows from collaborations, licensing transactions, funding availability included under our loan agreements, the proceeds from our equity offerings and other sources of funding that we believe to be available, we anticipate that we will have adequate capital to fund operations through at least the next 12 months. 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. Progress or setbacks by potentially competing products also may affect our ability to raise new funding on acceptable terms.

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.

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.

We have sustained losses in the past, and we expect to sustain losses in the foreseeable future.

We have been and are developing numerous product candidates, and as a result have experienced significant losses. As of September 30, 2015, we had an accumulated deficit of $1.2 billion.

For the three and nine months ended September 30, 2015, we had a net loss of approximately $0.5 million, or $0.00 per basic share of common stock and $0.00 per diluted share of common stock, and $46.0 million, or $0.39 per basic share of common stock and $0.39 per diluted share of common stock, respectively. For the three and nine months ended September 30, 2014, we had a net loss of approximately $14.4 million, or $0.13 per basic share of common stock and $0.17 per diluted share of common stock, and $31.0 million, or $0.29 per basic share of common stock and $0.55 per diluted share of common stock, 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 product candidates are still being developed, and 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.

If our therapeutic product candidates do not receive regulatory approval, we will beunable to market them.

Our product candidates (including gevokizumab, XOMA 358 and XOMA 3AB) cannot be manufactured and marketed in the United States or any other countries without required regulatory approvals. The U.S. 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, XOMA 358 and XOMA 3AB) will be regulated by the FDA as biologics. 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 Harmonization Good Clinical Practices and the European Clinical Trials Directive, as applicable, 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. Based on our interactions with the FDA, XOMA 358 clinical testing is currently limited to single-dose studies in adults. Data has been generated which will be submitted to request expanded testing as part of our clinical development plan. 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 is never 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 approval or priority review pathways for products intended to treat certain serious or life-threatening illnesses in certain circumstances. If granted by the FDA, these pathways can provide a shortened timeline to commercialize the product, although the shortened timeline is often accompanied by additional post-market requirements. Although we may pursue the FDA's accelerated approval 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 approval or priority review of any of our applications, we ultimately may not 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 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. In March 2014, we reported that despite early positive results in our gevokizumab proof-of-concept study in patients with erosive osteoarthritis of the hand ("EOA") and elevated C-reactive protein, the top-line data at Day 168 in that study, as well as data at Day 84 in patients with EOA and non-elevated CRP, were not positive. In July 2015, we announced that Servier's Phase 3 study of gevokizumab in patients with Behçet's disease uveitis did not meet its primary endpoint.

Many of our product candidates, including gevokizumab, XOMA 358 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;
- we will be able to provide necessary data;
- results of future clinical trials will justify further development; or
- we ultimately will achieve regulatory approval for our 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. For example, the Phase 3 EYEGUARD-B trial of gevokizumab failed to achieve success on its primary endpoint measures. 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. Moreover, FDA officials or foreign regulatory agency officials may question the integrity of our data or otherwise subject our clinical trials to additional scrutiny when the clinical trials are conducted by principal investigators who serve, or previously served, as scientific advisors or consultants to us and receive cash compensation in connection with such services. Preclinical and clinical data can also 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 or other regulatory authorities 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.

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, chronic non-infectious anterior uveitis, pyoderma gangrenosum and Behçet's uveitis and for XOMA 358 for congenital hyperinsulinism. Under the Orphan Drug Act, the first company to receive FDA approval for a drug 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 the same drug for the same orphan indication unless the FDA concludes that the later drug is safer, more effective or makes a major contribution to patient care. Even though we have obtained orphan drug designation for certain product candidates for certain indications and even if we obtain orphan drug designation for our future product candidates or for other indications, due to the uncertainties associated with developing pharmaceutical products, we may not be the first to obtain marketing approval of our product candidates 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 indication. Even after an orphan drug is approved, the FDA can subsequently approve the same drug for the same orphan indication 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 Medicines Agency ("EMA") 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, EMA or other regulatory agency subsequently may withdraw approval based on these additional trials.

Even for approved products, the FDA, EMA 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, marketing approval of a product may be withdrawn by the FDA, the EMA 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. The FDA, EMA 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 2, 2015, 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 addition, we are authorized to issue, generally without stockholder approval, up to 277,333,332 shares of common stock, of which 118,814,763 were issued and outstanding as of November 2, 2015. If we issue additional equity securities, the price of our common stock may be materially and adversely affected.

As part of our fundraising efforts, we offer securities through underwritten public offerings from time to time. In 2013, we completed two such offerings, one in August 2013 where we sold 8,736,187 shares of our common stock at a public offering price of $3.62 per share and the other in December 2013, where we sold 10,925,000 shares of our common stock at a public offering price of $5.25 per share. In 2014, we completed a registered direct offering where we sold 8,097,165 shares of our common stock at an offering price of $4.94 per share.

In addition, funding from collaboration partners and others has in the past and may in the future involve issuance by us of our 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 issuance by us of equity securities, whether through an underwritten public offering, an at the market offering, a private placement, in connection with a collaboration or otherwise could result in dilution in the value of our issued and outstanding shares, and a decrease in the trading price of our common stock.

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, 2015, through November 2, 2015, the share price of our common stock has ranged from a high of $4.93 to a low of $0.69. Factors contributing to such volatility include, but are not limited to:

- results of preclinical studies and 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 fail to meet continued listing standards of NASDAQ, our common stock may be delisted, which could have a material adverse effect on the liquidity of our common stock.*

Our common stock is currently traded on the Nasdaq Global Market. The NASDAQ Stock Market LLC("NASDAQ") has requirements that a company must meet in order to remain listed on NASDAQ. In particular, NASDAQ rules require us to maintain a minimum bid price of $1.00 per share of our common stock. As previously disclosed in our filings with the SEC on September 4, 2015, we received a letter from the staff (the "Staff") of NASDAQ on September 4, 2015, providing notification that, for the previous 30 consecutive business days, the bid price for the Company's common stock had closed below the minimum $1.00 per share requirement for continued listing on The Nasdaq Global Market under NASDAQ's Listing Rule 5450(a)(1), requiring a minimum bid price of $1.00 per share (the "Minimum Bid Price Requirement"). On November 2, 2015, the Staff notified us that it had determined that for the last 10 consecutive business days, from October 19, 2015 to October 30, 2015, the closing bid of our common stock had been at or above the minimum $1.00 per share price. Accordingly, we have regained compliance with the Minimum Bid Price Requirement and this matter is now closed. There can be no assurance that we will continue to meet the Minimum Bid Price Requirement, or any other requirement in the future. If we fail to meet the Minimum Bid Price Requirement, NASDAQ may initiate the delisting process with another notification letter. If our common stock were to be delisted, the liquidity of our common stock would be adversely affected and the market price of our common stock could decrease.

As a public company in the United States, we are subject to the Sarbanes-Oxley Act. We have determined our disclosure controls and procedures and our internal control over financial reporting are effective. We can provide no assurance that we will, at all times, in the future be able to report that our internal controls over financial reporting are effective.

Companies that file reports with the Securities and Exchange Commission, or the SEC, including us, are subject to the requirements of Section 404 of the Sarbanes-Oxley Act of 2002. Section 404 requires management to establish and maintain a system of internal control over financial reporting, and annual reports on Form 10-K filed under the Securities Exchange Act of 1934, as amended, or the Exchange Act, must contain a report from management assessing the effectiveness of our internal control over financial reporting. Ensuring we have adequate internal financial and accounting controls and procedures in place to produce accurate financial statements on a timely basis is a time-consuming effort that needs to be re-evaluated frequently. Failure on our part to have effective internal financial and accounting controls would cause our financial reporting to be unreliable, could have a material adverse effect on our business, operating results, and financial condition, and could cause the trading price of our common stock to fall.

We are subject to various state and federal healthcare related laws and regulations that may impact the commercialization of our product candidates or 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 state and federal privacy and security laws. These laws may impact, among other things, the commercial operations for 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.

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. The health care fraud statute prohibits knowingly and willfully executing a scheme to defraud any health care benefit program, including private payors. The false statements statute prohibits knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false, fictitious or fraudulent statement in connection with the delivery of or payment for health care benefits, items or services. HIPAA, as amended by the Health Information Technology and Clinical Health Act ("HITECH"), and its implementing regulations, also impose 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.

In addition, there has been a recent trend of increased federal and state regulation of payments made to physicians. The Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010, (collectively, "PPACA"), among other things, imposed new requirements on manufacturers of drugs, devices, biologics and medical supplies for which payment is available under Medicare, Medicaid or the Children's Health Insurance Program (with certain exceptions) to report annually to the Centers for Medicare & Medicaid Services ("CMS"), information related to payments or other "transfers of value" made to physicians (defined to include doctors, dentists, optometrists, podiatrists and chiropractors) and teaching hospitals, and applicable manufacturers and group purchasing organizations to report annually to CMS ownership and investment interests held by physicians (as defined above) and their immediate family members and payments or other "transfers of value" to such physician owners and their immediate family members. Manufacturers were required to begin data collection on August 1, 2013, and were required to report such data to the government by March 31, 2014 and by the 90th calendar day of each year thereafter. 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.

Many states also have adopted laws similar to each of the federal laws described above, some of which apply to healthcare items or services reimbursed by any source, not only the Medicare and Medicaid programs. In addition, some states have laws that require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the applicable compliance guidance promulgated by the federal government, or otherwise restrict payments that may be made to healthcare providers and other potential referral sources, and to report information related to payments and other transfers of value to physicians and other healthcare providers; and state laws governing the privacy and security of health information in certain circumstances, many of which differ from each other in significant ways and may not have the same effect, thus complicating compliance efforts.

Because of the breadth of these laws, it is possible that some of our business activities could be subject to challenge under one or more of such laws. The PPACA also make several important changes to the federal Anti-Kickback Statute, false claims laws, and health care fraud statute by weakening the intent requirement under the anti-kickback and health care fraud statutes that may make it easier for the government, or whistleblowers to charge such fraud and abuse violations. A person or entity no longer needs to have actual knowledge of this statute or specific intent to violate it. In addition, the PPACA provides that the government may assert that a claim including items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the false claims statutes.

If we are found to be in violation of any of the laws and regulations described above or other applicable state and federal healthcare 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, any 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 and antibody products. 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 progressive multifocal leukoencephalopathy ("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. In addition, unforeseen safety issues may arise at any time, regardless of the length of time a product has been on the market.

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. 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 CD40 and prolactin receptor antibody programs. In exchange for cash and debt reduction on our existing loan facility with Novartis, Novartis received control over the CD40 and prolactin receptor antibody programs, as well as the right to expand the development of these programs into additional indications outside of oncology. Novartis has initiated clinical studies to test CFZ533, an anti-CD40 antibody arising from its collaboration with XOMA, in de novo renal transplantation and in Primary Sjögren's Syndrome. We exercised our right to bring the product back into our portfolio to develop it for diseases of hyperprolactinemia (a condition of benign tumors on the pituitary gland).
- 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.
- We have licensed our bacterial cell expression technology, a set of enabling technologies 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 March 9, 2015, we were aware of three products manufactured using this technology that have received FDA approval: Genentech's LUCENTIS® (ranibizumab injection) for treatment of neovascular wet age-related macular degeneration, Macular Edema Following Vein Occulsion, Diabetic Macular Edema, and Diabetic Retinopathy in patients with Diabetic Macular Edema; UCB's CIMZIA® (certolizumab pegol) for treatment of Crohn's disease and rheumatoid arthritis; and Pfizer's TRUMENBA®, a meningococcal group B vaccine. 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. We are receiving a fraction of a percentage royalty on sales of TRUMENBA.
- In August 2012, Servier and we announced an agreement with Boehringer Ingelheim to transfer XOMA's technology and processes for the validation of our technology and processes in preparation for the commercial manufacture of gevokizumab. Boehringer Ingelheim has completed GMP runs with successful biological comparability, including all process validation batches of the XOMA processes.

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. Under our contract with NIAID, we invoice using NIH provisional rates, and these are subject to future audits at the discretion of NIAID's contracting office. These audits can result in an adjustment to revenue previously reported, which potentially could be significant.

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 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. Certain other companies are developing products based on the same or similar therapeutic targets as gevokizumab. The efficacy and safety profile of gevokizumab relative to these potential competitors is unknown.

- 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"). The product is indicated in the U.S. for the treatment of CAPS in patients over four years of age, including familial cold auto-inflammatory syndrome ("FCAS") and Muckle-Wells syndrome ("MWS"), as well as for active systemic juvenile idiopathic arthritis ("SJIA") in patients aged two years and older. In the EU, canakinumab is indicated for the treatment of FCAS, MWS, neonatal-onset multisystem inflammatory disease ("NOMID")/ chronic infantile neurological cutaneous articular syndrome ("CINCA syndrome"), severe forms of FCAS/familial cold urticarial ("FCU") presenting with signs and symptoms beyond cold-induced urticaria skin rash, for the symptomatic treatment of adults with frequent gouty arthritis attacks, and for SJIA in patients aged two years and above who have responded inadequately to previous therapy with non-steroidal anti-inflammatory drugs and systemic corticosteroids. In Japan, canakinumab is indicated for the treatment of CAPS and associated autoinflammatory symptoms, including FCAS, MWS and NOMID. Novartis also is pursuing other diseases in which IL-1 beta may play a prominent role, such as: systemic secondary prevention of cardiovascular events; hereditary periodic fever (familial Mediterranean fever ("FMF")); chronic obstructive pulmonary disorder ("COPD"); osteoarthritis; urticarial vasculitis; tumor necrosis factor receptor-associated periodic syndrome ("TRAPS"); xerophthalmia; Schnitzler syndrome; polymyalgia rheumatica; hyperimmunoglobulinemia D (hyper-IgD) and periodic fever syndrome ("HIDS"); and abdominal aortic aneurysm ("AAA").
- Regeneron markets and is developing ARCALYSTt® (rilonacept), an interleukin-1 blocker currently indicated in the U.S. for the treatment of CAPS, including FCAS and MWS in adults and children 12 and older. Rilonacept is also approved, but not marketed, in the EU for the same patient population.
- 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 investigating Kineret in patients with a certain type of myocardial infarction, or heart attack, has been completed in the United Kingdom. In January 2013, Biovitrum obtained FDA approval for NOMID, a severe form of CAPS. In November 2013, Kineret was approved by the European Commission for the treatment 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 China Food and Drug Administration ("SFDA"); in January 2012, supplemental materials were required by the SFDA to conclude the review.

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:

- Emergent Biosolutions Inc. 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 adversely affect 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 may lead to manufacturing inefficiencies, which if significant could lead to an impairment of 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 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 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.

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 or any failure of our contractors to maintain compliance with the applicable regulations and standards could increase our costs, cause us to reduce 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, or cause any of our product candidates that may be approved for commercial sale 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 whom 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, 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 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; and
- withholding and other taxation.

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 of the covered subject matter 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, the U.S. Patent & Trademark Office 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 licensed European patents in our bacterial cell expression patent portfolio expired in July 2008 or earlier. The last of the more important licensed United States patents in our bacterial cell expression ("BCE") patent portfolio expired in December 2014. The last-to-expire patent licensed under the majority of our BCE license agreements is Canadian patent 1,341,235, which is expected to expire in May 2018.

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 and certain of our officers and directors have been named as defendants in shareholder lawsuits. These lawsuits, and potential similar or related lawsuits, could result in substantial damages, divert management's time and attention from our business, and have a material adverse effect on our results of operations.*

Securities-related class action and shareholder derivative litigation has often been brought against companies, including many biotechnology companies, which experience volatility in the market price of their securities. This risk is especially relevant for us because biotechnology and biopharmaceutical companies often experience significant stock price volatility in connection with their product development programs.

On July 24, 2015, a purported securities class action lawsuit was filed in the United States District Court for the Northern District of California, naming as defendants us and certain of our officers. The complaint asserts that all defendants violated Section 10(b) of the the Exchange Act and SEC Rule 10b-5, by making materially false or misleading statements regarding the Company's EYEGUARD-B study between November 6, 2014 and July 21, 2015. The plaintiffs also allege that certain of our officers violated Section 20(a) of the Exchange Act. The plaintiffs seek class certification, an award of unspecified compensatory damages, an award of reasonable costs and expenses, including attorneys' fees, and other further relief as the Court may deem just and proper.

On October 1, 2015, a stockholder purporting to act on our behalf, filed a derivative lawsuit in the Superior Court of California for the County of Alameda, purportedly asserting claims on behalf of the Company against certain of our officers and the members of our board of directors, captioned *Silva v. Scannon, et al.* The lawsuit asserts claims for breach of fiduciary duty, corporate waste and unjust enrichment based on the dissemination of allegedly false and misleading statements related to the Company's EYEGUARD-B study. The plaintiff is seeking unspecified monetary damages and other relief, including reforms and improvements to our corporate governance and internal procedures.

It is possible that additional suits will be filed, or allegations received from stockholders, with respect to these same or other matters and also naming us and/or our officers and directors as defendants. This lawsuit and any other related lawsuits are subject to inherent uncertainties, and the actual defense and disposition costs will depend upon many unknown factors. The outcome of these lawsuits are necessarily uncertain. We could be forced to expend significant resources in the defense of these suits and we may not prevail. In addition, we may incur substantial legal fees and costs in connection with these lawsuits. We currently are not able to estimate the possible cost to us from these lawsuits, as they are currently at an early stage, and we cannot be certain how long it may take to resolve these matters or the possible amount of any damages that we may be required to pay. We have not established any reserve for any potential liability relating to these lawsuits. It is possible that we could, in the future, incur judgments or enter into settlements of claims for monetary damages. A decision adverse to our interests on these actions could result in the payment of substantial damages, or possibly fines, and could have a material adverse effect on our cash flow, results of operations and financial position.

Monitoring, initiating and defending against legal actions, including the currently pending litigation, are time-consuming for our management, are likely to be expensive and may detract from our ability to fully focus our internal resources on our business activities. The outcome of litigation is always uncertain, and in some cases could include judgments against us that require us to pay damages, enjoin us from certain activities, or otherwise affect our legal or contractual rights, which could have a significant adverse effect on our business. In addition, the inherent uncertainty of the currently pending litigation and any future litigation could lead to increased volatility in our stock price and a decrease in the value of an investment in our common stock.

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 PPACA, which includes a number of healthcare reform provisions that are expected to significantly impact the pharmaceutical industry. The PPACA, among other things, imposes a non-deductible annual fee on pharmaceutical manufacturers or importers who sell "branded prescription drugs"; increases the minimum level of Medicaid rebates payable by manufacturers of brand-name drugs from 15.1% to 23.1%; requires collection of rebates for drugs paid by Medicaid managed care organizations; addresses new methodologies by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for drugs that are inhaled, infused, instilled, implanted or injected, and for drugs that are line extension products; and requires manufacturers to participate in a coverage gap discount program, under which they must agree to offer 50% point-of-sale discounts off negotiated prices of applicable brand drugs to eligible beneficiaries during their coverage gap period, as a condition for the manufacturer's outpatient drugs to be covered under Medicare Part D. 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 coverage and 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.

Other legislative changes have been proposed and adopted since the PPACA was enacted. On August 2, 2011, the President signed into law the Budget Control Act of 2011, which, among other things, created the Joint Select Committee on Deficit Reduction to recommend proposals in spending reductions to Congress. The Joint Select Committee did not achieve its targeted deficit reduction of at least $1.2 trillion for the years 2013 through 2021, triggering the legislation's automatic reductions to several government programs. These reductions include aggregate reductions to Medicare payments to providers of up to 2% per fiscal year, which went into effect on April 1, 2013, and are scheduled to remain in effect until 2024. On January 2, 2013, President Obama signed into law the American Taxpayer Relief Act of 2012 ("ATRA"), which, among other things, further reduced Medicare payments to several providers, including hospitals, imaging centers and cancer treatment centers. We expect additional state and federal healthcare reform measures will be adopted in the future, any of which could limit the amounts that federal and state governments will pay for healthcare products and services, which could result in reduced demand for our products once approved or additional pricing pressures, 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.

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.

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. In the past, we were party to 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 product 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.

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), we 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 December 31, 2014, we have excluded the NOLs and R&D credits that will expire as a result of the annual limitations. To the extent that we do not utilize our 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. As the result of changes in our stockholder base during the third quarter of 2015, we are analyzing whether an ownership change may have occurred. Accordingly, our utilization of net operating loss and credit carryforwards which existed through the current period may be further limited should an ownership change have occurred.

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; Paul D. Rubin, M.D., our Senior Vice President, Research and Development and Chief Medical Officer; and Thomas Burns, our Vice President, Finance and Chief Financial Officer. We currently do not have key person insurance on any of our employees.

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 171 employees as of September 30, 2015. In August 2015, in connection with our efforts to lower operating expenses and preserve capital while continuing to focus on our product pipeline, we reduced our workforce by approximately 30%, leading to the termination of 58 positions throughout all areas of the organization (of which, 38 were employee terminations and 20 were open positions. On September 29, 2015, we eliminated an additional five employees who were notified on that date. The identified persons will cease to be employees of XOMA upon completion of the 60-day notification period required by the California Worker Adjustment and Retraining Notification Act. 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.

We may not realize the expected benefits of our cost-saving initiatives.*

Reducing costs is a key element of our current business strategy. On August 21, 2015, we, in connection with our efforts to lower operating expenses and preserve capital while continuing to focus on our product pipeline, implemented a 30% workforce reduction, which led to the termination of 58 positions throughout all areas of the organization (of which, 38 were employee terminations and 20 were open positions). On September 29, 2015, we terminated an additional five employees who were notified on that date.

We expect to record an aggregate restructuring charge related to one-time termination benefits of approximately $2.5 million, of which approximately $2.2 million was recorded in Q3 2015 and the remainder is expected to be recorded in Q4 2015. In addition, we recognized an additional restructuring charge of $0.4 million in contract termination costs in Q3 2015, which primarily include costs in connection with the discontinuation of the EYEGUARD studies.

If we experience excessive unanticipated inefficiencies or incremental costs in connection with restructuring activities, such as unanticipated inefficiencies caused by reducing headcount, we may be unable to meaningfully realize cost savings and we may incur expenses in excess of what we anticipate. Either of these outcomes could prevent us from meeting our strategic objectives and could adversely impact our results of operations and financial condition.

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 products and product candidates, and conduct clinical trials of our product candidates, 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 any of our other product candidates could be delayed or otherwise adversely affected.

Data breaches and cyber-attacks could compromise our intellectual property or other sensitive information and cause significant damage to our business and reputation.

In the ordinary course of our business, we maintain sensitive data on our networks, including our intellectual property and proprietary or confidential business information relating to our business and that of our customers and business partners. The secure maintenance of this information is critical to our business and reputation. We believe companies have been increasingly subject to a wide variety of security incidents, cyber-attacks and other attempts to gain unauthorized access. These threats can come from a variety of sources, all ranging in sophistication from an individual hacker to a state-sponsored attack. Cyber threats may be generic, or they may be custom-crafted against our information systems. Over the past year, cyber-attacks have become more prevalent and much harder to detect and defend against. Our network and storage applications may be subject to unauthorized access by hackers or breached due to operator error, malfeasance or other system disruptions. It is often difficult to anticipate or immediately detect such incidents and the damage caused by such incidents. These data breaches and any unauthorized access or disclosure of our information or intellectual property could compromise our intellectual property and expose sensitive business information. A data security breach could also lead to public exposure of personal information of our clinical trial patients, customers and others. Cyber-attacks could cause us to incur significant remediation costs, result in product development delays, disrupt key business operations and divert attention of management and key information technology resources. These incidents could also subject us to liability, expose us to significant expense and cause significant harm to our reputation and business.

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.

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

None.

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.

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 5, 2015

By: /s/ JOHN VARIAN
John Varian
Chief Executive Officer (principal executive officer) and Director

Date: November 5, 2015

By: /s/ THOMAS BURNS
Thomas Burns
Vice President, Finance and Chief Financial Officer
(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 Warrant (December 2011 Warrants)	10-K	000-14710	4.9	03/14/2012
4.4	Form of Warrant (March 2012 Warrants)	8-K	000-14710	4.1	03/07/2012
4.5	Form of Warrant (September 2012 Warrants)	8-K	000-14710	4.10	10/03/2012
4.6	Registration rights Agreement dated June 12, 2014, by and among XOMA Corporation, 667, L.P., Baker Brothers Life Sciences, L.P., and 14159. L.P.	8-K	000-14710	4.1	06/12/2014
4.7	Form of Warrant (December 2014 Warrants)	8-K	000-14710	4.1	12/09/2014
4.8	Form of Warrant (February 2015 Warrants)	10-Q	000-14710	4.10	05/07/2015
10.1	Letter Agreement, dated June 19, 2015, by and between XOMA (US) LLC and Novartis Vaccines and Diagnostics, Inc.	10-Q	000-14710	10.1	08/10/2015
10.2+#	License Agreement, dated September 30, 2015, by and between XOMA (US) LLC and Novartis International Pharmaceutical Ltd.				
10.3+	Amended Secured Note Agreement, dated September 30, 2015, by and between XOMA (US) LLC and Novartis Institutes for Biomedical Research, Inc.				
10.4+#	Amendment to Amended and Restated Research, Development and Commercialization Agreement, dated September 30, 2015, by and between XOMA (US) LLC and Novartis Institutes for Biomedical Research, Inc.				
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)				
101.INS+	XBRL Instance Document				
101.SCH+	XBRL Taxonomy Extension Schema Document				
101.CAL+	XBRL Taxonomy Extension Calculation Linkbase Document				
101.DEF+	XBRL Taxonomy Extension Definition Linkbase Document				
101.LAB+	XBRL Taxonomy Extension Labels Linkbase Document				
101.PRE+	XBRL Taxonomy Extension Presentation Linkbase Document				

\+ Filed herewith

* Indicates management contract or compensatory plan.

\# Portions of this exhibit (indicated by asterisks) have been omitted pursuant to a request for confidential treatment and this exhibit has been submitted separately to the SEC. Omitted portions have been filed separately with the SEC.

(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.

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

Exhibit 10.2

LICENSE AGREEMENT

by and between

XOMA (US) LLC

and

NOVARTIS INTERNATIONAL PHARMACEUTICAL LTD.

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SCHEDULE 1 – Exceptions to Representations and Warranties

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") is entered into and made effective as of the 30th day of September , 2015 (the "Effective Date") by and between XOMA (US) LLC, a limited liability company organized under the laws of Delaware having offices at 2910 Seventh Street, Berkeley, California ("XOMA"), and Novartis International Pharmaceutical Ltd., a company organized under the laws of Bermuda having offices at 131 Front Street, Hamilton, HM 12, Bermuda ("Novartis"). XOMA and Novartis are each referred to herein by name or as a "Party " or, collectively, as the "Parties."

RECITALS

WHEREAS, XOMA possesses proprietary technology and intellectual property, development and supply rights with respect to various Licensed Antibodies and Products (as defined below); and XOMA has been pursuing the research and development of various Licensed Antibodies and Products;

WHEREAS, Novartis possesses expertise in the manufacture, development and commercialization of human therapeutic products; and

WHEREAS, the Parties desire that XOMA grant Novartis exclusive rights and that Novartis be solely responsible for the further Development and Commercialization of Licensed Antibodies and Products in the Field in the Territory (each, as defined below), in exchange for certain milestones and royalties to be paid to XOMA, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

As used in this Agreement, the following terms will have the meanings set forth in this Article 1 unless context dictates otherwise:

"Accounting Standards" means, with respect to XOMA, U.S. GAAP, and means, with respect to Novartis, IFRS, in each case, as generally and consistently applied throughout the Party's organization. Each Party shall promptly notify the other in the event that it changes the Accounting Standards pursuant to which its records are maintained, provided, however, that each Party may only use internationally recognized accounting principles (e.g. IFRS, U.S. GAAP, etc).

"Acquiror IP" means, in connection with a Change of Control of XOMA, any Patents and/or Know-How owned or controlled by a Third-Party acquiror of XOMA immediately prior to the date of the Change of Control or thereafter other than the XOMA IP existing immediately prior to such date.

"Affiliate" means any Person that directly or indirectly controls or is controlled by or is under common control with a Party. For the purpose of this definition, "control," "controls" or "controlled" means ownership (directly or through one or more Affiliates) of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors (in the case of a corporation) or fifty percent (50%) or more of the equity interests (in the case of any other type of legal entity), status as a general partner in any partnership, any other arrangement whereby a Person controls or has the right to control the board of directors or equivalent governing body of a corporation or other entity or the ability to cause the direction of the management or policies of a corporation or other entity. The Parties acknowledge that in the case of certain entities organized under the Laws of certain countries, the maximum percentage ownership permitted by Law for a foreign investor may be less than fifty percent (50%), and that in such case such lower percentage shall be substituted in the preceding sentence; provided, that such foreign investor has the power to direct the management and policies of such entity.

"AIA Proceedings" means post-issuance patent challenges and other proceedings under the U.S. Leahy-Smith America Invents Act ("AIA").

"Antibody" means a polypeptide that (a) is an antibody or is a part of an antibody, modified or unmodified, having at least one complementarity determining region (CDR) and which retains the ability to specifically bind antigen and can include an antigen-binding heavy chain, light chain, heavy chain-light chain dimer, Fab fragment, F(ab')2 fragment, dAb, or an Fv fragment, including a single chain Fv (scFv), and (b) binds to the Target with an in vitro affinity [*].

"Biosimilar" means any product for which Regulatory Approval is sought under (a) the U.S. Biologics Price Competition and Innovation Act of 2009 (or any amendment or successor statute thereto) referencing a Product, or (b) any certification under a similar statutory or regulatory requirement in any non-United States country in the Territory, in each case where the applicant for such Regulatory Approval claims that a XOMA Patent Covering any Product is invalid or that infringement will not arise from the development, manufacture or commercialization of such product by a Third Party. A product shall not be considered to be a Biosimilar if (i) Novartis or any of its Affiliates or sublicensees was involved in the Development of such product, or (ii) such product is commercialized by any sublicensee of Novartis or any of its Affiliates or by any Person who obtained such product in a chain of distribution that included Novartis or any of its Affiliates or sublicensees).

"BLA" means a Biologics License Application filed with the FDA in the United States with respect to a Product, as defined in Title 21 of the U.S. Code of Federal Regulations, Section 601.2 et. seq., or a comparable filing for Regulatory Approval in a jurisdiction other than the United States.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks are authorized or required to be closed, as the case may be, at the location where the respective activity is to be performed.

"Calendar Quarter" means a period of three (3) consecutive months ending on the last day of March, June, September, or December, respectively.

"Calendar Year" means a period of twelve (12) consecutive months beginning on January 1 and ending on December 31.

"cGCP" means current Good Clinical Practices as defined in U.S. Regulations 21 CFR § 50, 54, 56, 312 and 314, and applicable ICH standards as each may be amended from time to time.

"cGLP" means current Good Laboratory Practices as defined in U.S. Regulations 21 CFR § 58 and applicable FDA then-current laboratory review and inspection requirements, as each may be amended from time to time.

"cGMP" means current Good Manufacturing Practices pursuant to U.S. Regulations 21 C.F.R. §211, et seq., and applicable ICH standards as each may be amended from time to time.

"Change of Control" means, with respect to a Party: (a) completion of a merger, reorganization, amalgamation, arrangement, share exchange, consolidation, tender or exchange offer, private purchase, business combination, recapitalization or other transaction involving a Party as a result of which the stockholders of such Party immediately preceding such transaction hold less than fifty percent (50%) of the outstanding shares, or less than fifty percent (50%) of the outstanding voting power, respectively, of the ultimate company or entity resulting from such transaction immediately after consummation thereof (including a company or entity which as a result of such transaction owns the then-outstanding securities of a Party or all or substantially all of a Party's assets, either directly or through one or more subsidiaries); (b) the adoption of a plan relating to the liquidation or dissolution of a Party, other than in connection with a corporate reorganization (without limitation of clause (a), above); (c) the sale or disposition to a Third Party of all or substantially all the assets of a Party (determined on a consolidated basis); or (d) the sale or disposition to a Third Party of assets or businesses that constitute fifty percent (50%) or more of the total revenue or assets of a Party (determined on a consolidated basis). The entity(ies) gaining control of such Party pursuant to a transaction described in the preceding sentence are referred to herein as the "Acquiror".

"Combination Product" means any pharmaceutical product (in any formulation) containing one or more active pharmaceutical ingredients in addition to a Licensed Antibody.

"Commercialization" and "Commercialize" means all activities undertaken relating to the marketing, promotion (including advertising, detailing, sponsored product or continuing medical education), use, offering for sale, importing for sale, exporting for sale, distribution and sale of a Product and the commercial manufacturing of a Product, as well as, in each case, maintaining Regulatory Approvals necessary or useful to undertake such activities.

"Commercially Reasonable Efforts" means the expenditure of those efforts and resources used consistent with the usual practice of Novartis in reasonably and diligently pursuing Development or Commercialization of other similar pharmaceutical products proprietary to Novartis with similar market and economic potential and at a similar stage in Development or product life, taking into account efficacy, safety, approved labeling, the competitiveness of alternative products in the marketplace, the patent and other proprietary position of the product, the likelihood of regulatory approval given the regulatory structure involved, [*], and all other

Commercially Relevant Factors. It is anticipated that the level of effort may change over time, reflecting changes in the status of a Licensed Antibody or Product, as applicable.

"Commercially Relevant Factors" means, with respect to a Licensed Antibody or Product, all relevant factors that may affect the Development, Regulatory Approval or Commercialization of such Licensed Antibody or Product, including (as applicable): safety, efficacy, quality or stability; product profile (including product modality, category and mechanism of action); stage of Development or life cycle status; Development, Regulatory Approval, manufacturing, and Commercialization costs and risk; feasibility and cost of manufacture; the likelihood of obtaining Regulatory Approvals (including satisfactory price approvals) and the timing of such approvals; the current guidance and requirements for Regulatory Approval and the current and projected regulatory status, including expectations for post-approval commitments; labeling or anticipated labeling; the then-current competitive environment and the likely competitive environment at the time of projected entry into the market; past performance; present and future market potential; existing or projected pricing, sales, reimbursement and profitability; pricing or reimbursement changes in relevant countries; proprietary position, strength and duration of patent protection and anticipated exclusivity; and such Party's [*].

"Control", "Controls" or "Controlled" means, with respect to any Know-How, Patents, proprietary information or trade secrets, or other intellectual property rights (collectively, "Rights"), the legal authority or right (whether by ownership, license or otherwise) of a Party to grant a license or a sublicense of or under such Rights to the other Party, or to otherwise disclose such proprietary information or trade secrets to the other Party, without breaching the terms of any agreement with a Third Party, or misappropriating the proprietary information or trade secrets of a Third Party.

"Cover", "Covering" or "Covered" means, with respect to a product, composition, technology, process or method, that, in the absence of ownership of or a license granted under a Valid Claim, the manufacture, use, offer for sale, sale or importation of such product or composition, or the practice of such technology, process or method, would infringe such Valid Claim (or, in the case of a Valid Claim that has not yet issued, would infringe such Valid Claim if it were to issue as then being prosecuted in good faith).

"Deliver" or "Delivery" means the dispatch of the Inventory by XOMA pursuant to this Agreement.

"Develop" or "Development" means all research, discovery, pre-clinical development, clinical development, and regulatory activities with respect to Licensed Antibodies and Products, including optimization, non-clinical testing, pharmacology studies, toxicology studies, formulation, chemical analysis, bioanalytical analysis, material performance studies (such as measurements of stability, physical form, dissolution, or visual or spectroscopic analysis, and the like), manufacturing process development and scale-up (including with respect to active pharmaceutical ingredient and drug product production), quality assurance and quality control, technical support, pharmacokinetic studies, clinical studies, regulatory affairs activities, and manufacturing, use and importation in support of such activities, in each case to the extent

required or useful to obtain any Regulatory Approvals from the FDA or any other applicable Regulatory Authority.

"Dollars" or "$" means the legal tender of the U.S.

"EMA" means the European Medicines Agency, and any successor entity thereto.

"Executive Officers" means XOMA's Chief Executive Officer (or his designee) and the President of Novartis Institutes for Biomedical Research, Inc. ("NIBR"), an Affiliate of Novartis, (or his designee).

"FDA" means the U.S. Food and Drug Administration, and any successor entity thereto.

"Field" means [*] indications and uses, including [*] indications and therapeutic uses.

"First Commercial Sale" means, with respect to a Product, the first arm's length sale to a Third Party for use or consumption of any such Product in a country.

"GAAP" means United States generally accepted accounting principles consistently applied by the applicable Person.

"ICH" means the International Conference on Harmonisation of Technical Requirements for Registration of Pharmaceuticals for Human Use.

"Indication" means the specific human disease or condition for which a Product has received Regulatory Approval, the approved label claim of which identifies such Indication; provided, that during the Development of a Licensed Antibody or Product (prior to Regulatory Approval), the Indication(s) for such Licensed Antibody or Product shall be the Indication(s) that are targeted by such Development efforts, as reflected in the applicable development plan and clinical trial protocols.

"IND" means (a) an Investigational New Drug Application as defined in the U.S. Food, Drug & Cosmetics Act and applicable regulations promulgated thereunder by the FDA; (b) a Clinical Trial Authorization filed with EU member states; or (c) the equivalent application to the equivalent Regulatory Authority in any other regulatory jurisdiction, the filing of which is necessary to initiate or conduct clinical testing of an investigational new drug in humans in such jurisdiction.

"IFRS" means International Financial Reporting Standards, as amended from time to time.

"Know-How" means all technical or proprietary information, know-how and data, including inventions (whether patentable or not), discoveries, trade secrets, specifications, instructions, processes, formulae, materials, expertise and other technology applicable to compounds, formulations, compositions, products or to their manufacture, development, registration, use or commercialization or methods of assaying or testing them or processes for their manufacture, formulations containing them, compositions incorporating or comprising them

and including all biological, chemical, pharmacological, biochemical, toxicological, pharmaceutical, physical and analytical, safety, quality control, manufacturing, preclinical and clinical data, instructions, processes, formulae, expertise and information, regulatory filings and copies thereof, relevant to the development, manufacture, use or commercialization of and/or which may be useful in studying, testing, development, production or formulation of products, or intermediates for the synthesis thereof.

"Law" or "Laws" means all laws, statutes, rules, regulations, orders, judgments, or ordinances having the effect of law of any federal, national, multinational, state, provincial, county, city or other political subdivision.

"Licensed Antibody" means (a) any Antibody [*], or (b) any Antibody for which Novartis' Development, manufacture or Commercialization would infringe any XOMA IP but for the license granted to Novartis under this Agreement.

"[*]" means, with respect to any [*], the following has occurred: [*] or [*].

"[*]" means [*].

"Net Sales"

means the net sales on behalf of Novartis and any of its Affiliates or sublicensees (each, a "Selling Party") for any Product sold to Third Parties other than sublicensees in bona fide, arms-length transactions, [*]. The deductions booked on an accrual basis [*] to calculate the recorded net sales from gross sales include[*]:

(a) normal trade and cash discounts;

(b) amounts repaid or credited by reasons of defects, rejections, recalls or returns;

(c) rebates and chargebacks to customers and Third Parties (including Medicare, Medicaid, Managed Healthcare and similar types of rebates);

(d) any amounts recorded in gross revenue associated with goods provided to customers for free;

(e) amounts provided or credited to customers through coupons and other discount programs;

(f) delayed ship order credits, discounts or payments related to the impact of price increases between purchase and shipping dates;

(h) [*]; and

(i) [*].

In the case of any sale or other disposal of a Product between or among Novartis and its Affiliates or sublicensees, for resale, Net Sales shall be calculated only on the value charged or invoiced on the first arm's-length sale thereafter to a Third Party. In the case of any sale which is not invoiced or is delivered before invoice, Net Sales shall be calculated at the time [*]. In the

case of any sale or other disposal for value, such as barter or counter-trade, of any Product, or part thereof, other than in an arm's length transaction exclusively for money, Net Sales shall be calculated on the value of the non-cash consideration received or the fair market price (if higher) of a Product in the country of sale or disposal.

In the event a Product is sold as a Combination Product, the Net Sales of a Product, for the purposes of determining royalty payments, shall be determined by multiplying the Net Sales of the Combination Product by the fraction, A/(A+B) where A is the weighted (by sales volume) average sale price in a particular country of a Product containing the Licensed Antibody as the sole active ingredient when sold separately in finished form and B is the weighted average sale price in that country of the product(s) containing the other component(s) as the sole active ingredient(s) when sold separately in finished form. Regarding prices comprised in the weighted average price when sold separately referred to above, if these are available for different dosages from the dosages of Licensed Antibody and other active ingredient components that are included in the Combination Product, then [*] in calculating the royalty-bearing Net Sales of the Combination Product. In the event that such weighted average sale price cannot be determined for both a Product and the other product(s) in combination, the calculation of Net Sales for purposes of determining royalty payments shall be [*].

For the avoidance of doubt, sales between Novartis, its Affiliates, sublicensees and designees shall not be considered Net Sales (unless such Person is the end user of a Product), which shall be calculated on Net Sales of Novartis, its Affiliates, sublicensees and designees to independent Third Party customers.

"Patent" means (a) all patents and patent applications in any country or supranational jurisdiction in the Territory, (b) any substitutions, divisionals, continuations, continuations-in-part, provisional applications, reissues, renewals, registrations, confirmations, re-examinations, extensions, supplementary protection certificates and the like of any such patents or patent applications, and (c) foreign counterparts of any of the foregoing.

"Person" means any individual, partnership, joint venture, limited liability company, corporation, firm, trust, association, unincorporated organization, governmental authority or agency, or any other entity not specifically listed herein.

"Phase I Clinical Trial" means a clinical study of an investigational product in human subjects with the primary objective of characterizing its safety, tolerability, and pharmacokinetics for future studies. The investigational product can be administered to patients as a single agent or in combination with other investigational or marketed agents and shall be deemed commenced when the first patient in such study has received his or her initial dose of a product.

"Phase II Clinical Trial" means a clinical study of an investigational product in patients with the primary objective of characterizing efficacy as well as generating more detailed safety, tolerability, and pharmacokinetics information. The investigational product can be administered to patients as a single agent or in combination with other investigational or marketed agents and shall be deemed commenced when the first patient in such study has received his or her initial dose of a product. Any clinical study conducted under a protocol which identifies such study as

a “Phase II” study (but excluding any study identified as a “Phase I/II” study unless such study otherwise satisfies the criteria in the first sentence of this definition) shall be deemed to be a Phase II Clinical Trial.

“Phase III Clinical Trial” means a clinical study of an investigational product in patients with the primary objective of confirming with statistical significance the efficacy and safety with the aim to obtain Regulatory Approval in any country as described in 21 C.F.R. 312.21(c), or a comparable clinical study prescribed by the relevant Regulatory Authority in a country other than the United States. The investigational product can be administered to patients as a single agent or in combination with other investigational or marketed agents and shall be deemed commenced when the first patient in such study has received his or her initial dose of a product. Any clinical study conducted under a protocol which identifies such study as a “Phase III” or “pivotal” study shall be deemed to be a Phase III Clinical Trial.

“Product” means any pharmaceutical product containing a Licensed Antibody (alone or with other active ingredients), in all forms, presentations, formulations, methods of administration and dosage forms.

“Prosecution and Maintenance” or “Prosecute and Maintain” means, with regard to a Patent, the preparation, filing, prosecution and maintenance of such Patent, as well as re-examinations, reissues, appeals, and requests for patent term adjustments and patent term extensions with respect to such Patent, together with the initiation or defense of interferences, the initiation or defense of oppositions and other similar proceedings with respect to the particular Patent, and any appeals therefrom, and any AIA Proceedings. For clarification, “Prosecution and Maintenance” or “Prosecute and Maintain” shall not include any other enforcement actions taken with respect to a Patent.

“Regulatory Approval” means, with respect to a Product in any country or jurisdiction, any approval (including where required, pricing and reimbursement approvals), registration, license or authorization from a Regulatory Authority in a country or other jurisdiction that is necessary to market and sell such Product in such country or jurisdiction.

“Regulatory Authority” means any governmental agency or authority responsible for granting Regulatory Approvals for Products, including the FDA, EMA and any corresponding national or regional regulatory authorities.

“Regulatory Materials” means regulatory applications, notifications, and registrations for Regulatory Approvals or other submissions made to or with a Regulatory Authority, together with all related correspondence to or from such Regulatory Authority, that are necessary or reasonably desirable in order to Develop or Commercialize a Product in a particular country, territory or possession in the Territory. Regulatory Materials include INDs, and BLAs, and amendments and supplements to any of the foregoing, and applications for pricing approvals.

“Target” means transforming growth factor beta 1 (TGFβ1), [*].

“Territory” means all countries of the world.

"Third Party" means any Person other than XOMA or Novartis that is not an Affiliate of XOMA or of Novartis.

"United States" or "U.S." means the United States of America and all of its territories and possessions.

"[*]" means (a) [*], and (b) [*].

"[*]" means the [*].

"Valid Claim" means a claim of (a) an issued Patent or (b) pending application for a Patent, in each case, that has not expired, lapsed, been cancelled or abandoned, or been dedicated to the public, disclaimed, or held unenforceable, invalid, or cancelled by a court or administrative agency of competent jurisdiction in an order or decision from which no appeal has been or can be taken, including through opposition, reexamination, reissue or disclaimer. An unissued claim in a pending Patent application shall only be deemed a Valid Claim to the extent such claim has not been pending for more than [*], provided that if such a claim ceases to be a Valid Claim by reason of the foregoing, then such claim shall again be deemed a Valid Claim in the event such claim subsequently issues within such Patent application.

"XOMA Background Patents" means any Patents, other than the XOMA Core Patents and any Patents that are part of any Acquiror IP, that are Controlled by XOMA or its Affiliates [*]. [*] included in the XOMA Background Patents.

"XOMA Core Patents" means the Patents listed in **EXHIBIT A-2** and all Patents claiming priority thereto.

"XOMA IP" means XOMA Know-How and XOMA Patents, but excluding all Acquiror IP.

"XOMA Know-How" means Know-How that is Controlled by XOMA or its Affiliates [*] for the Development, manufacture or Commercialization of Antibodies, Licensed Antibodies and/or Products, but excluding any Know-How that is part of any Acquiror IP.

"XOMA Patents" means the XOMA Core Patents and XOMA Background Patents.

"XOMA Regulatory Materials" means all Regulatory Materials and Regulatory Approvals owned or Controlled by XOMA or its Affiliates relating to Licensed Antibodies or Products in the Territory, whether as of the Effective Date or during the Term.

1.1 Additional Definitions. Each of the following definitions is set forth in the section of this Agreement indicated below:

Definition:	**Section**:
Abandonment	5.2.2
Act	5.7.1
Agreement	Preamble

Definition:	**Section**:
Auditor	4.7.2
Bankruptcy Code	3.3.1
BPCIA	5.7.2
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Note	4.2.4
Note Holder	4.2.4
Novartis	Preamble
Novartis Indemnitees	8.2
Novartis Patents	5.1.2
Novartis Products	5.1.2
Novartis Product IP	9.4.4(c)
Novartis Product-Related IP	9.4.4(d)
NVDI	4.2.4
Party or Parties	Preamble
Payment Breach	9.2.1
Process	2.5.2
Product Marks	5.8
[*]	5.2.1(b)
[*]	9.4.11
Receiving Party	6.1
[*]	4.3.2(e)
Royalty Term	4.3.2(a)
Sales & Royalty Report	4.4.2
Selling Party	Definition of "Net Sales" in Article 1

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

Definition:	**Section**:
[*]	9.4.11
Term	9.1
Trade Control Laws	11.6
XOMA	Preamble
XOMA Indemnitees	8.1
[*]	4.3.2(d)
[*]	4.3.2(d)

ARTICLE 2
DEVELOPMENT AND COMMERCIALIZATION

2.1 Development and Commercialization. Novartis shall, at its own costs and expense, undertake the following itself, or through its Affiliates or sublicensees:

2.1.1 Use Commercially Reasonable Efforts to Develop [*], including [*];

2.1.2 Where such Development efforts are successful, use Commercially Reasonable Efforts to seek to obtain Regulatory Approval [*] for such Products in such Indications; and

2.1.3 If Regulatory Approval is obtained, use Commercially Reasonable Efforts to (a) launch each such Product, and (b) further Commercialize each such Product.

Subject to compliance with the foregoing in Sections 2.1.1, 2.1.2 and 2.1.3, the Development and Commercialization of Licensed Antibodies and/or Products (as applicable) [*].

2.2 Regulatory; Manufacturing.

2.2.1 Novartis shall (a) determine the regulatory plans and strategies for the Licensed Antibodies and Products, (b) (either itself or through its Affiliates or sublicensees) make all Regulatory Filings with respect to the Products, and (c) be responsible for obtaining and maintaining Regulatory Approvals throughout the Territory in the name of Novartis or its Affiliates or sublicensees.

2.2.2 XOMA shall reasonably cooperate with and provide assistance to Novartis in connection with filings to any Regulatory Authority relating to the Licensed Antibodies and Products, including by executing any required documents, providing reasonable access to personnel and providing Novartis with copies of all reasonably required documentation. [*] associated with such cooperation and assistance to the extent such activities are conducted during the ninety (90) days following the Effective Date [*].

2.2.3 Novartis or its designated sublicensee(s) will be solely responsible for the manufacture and supply of the Licensed Antibodies and Products being Developed or Commercialized under this Agreement.

2.3 Reporting. Commencing in January 2016 and annually thereafter, Novartis shall provide XOMA with written reports detailing the activities of Novartis, its Affiliates and sublicensees with respect to the Development of (and, if applicable, pre-commercial launch activities for) Products in the Field in the Territory, both as to activities conducted during the prior Calendar Year and planned activities, in sufficient depth to enable XOMA to reasonably assess Novartis' compliance with Section 2.1. Novartis shall discuss with XOMA such report in a time and manner as mutually agreed by the Parties.

2.4 Subcontracting. Novartis shall have the right to engage Affiliates or Third Party subcontractors to perform certain of its obligations under this Agreement, subject to ensuring such Affiliates' and subcontractors' compliance with the Agreement. Novartis shall remain directly liable for any breach of this Agreement attributable to any act or omission of any Novartis Affiliate, subcontractor or sublicensee.

2.5 Transfer of Materials, Process and Know-How. Within ninety (90) days after the Effective Date:

2.5.1 XOMA shall, [*], transfer to Novartis the entire Inventory. [*] such Inventory under this Agreement [*]. XOMA shall transfer, and shall cause its contractors to transfer, the Inventory in accordance with all applicable Laws. The Inventory shall be provided "AS-IS", and XOMA expressly disclaims all representations and warranties with respect thereto, excepting only as to title and the right to transfer the Inventory to Novartis.

2.5.2 XOMA shall cooperate reasonably in good faith with Novartis to bring about and complete a smooth and orderly transition of the manufacture of each Licensed Antibody and Product existing as the Effective Date, including the Process for such Licensed Antibody and Product, to Novartis or to one Third Party or Affiliate of Novartis designated by Novartis. "Process" means, with respect to a Licensed Antibody or Product, [*], and [*], and [*], which [*] and [*] for the manufacture of such Licensed Antibody or Product. In support of the foregoing, upon request of Novartis, XOMA shall provide such technology transfer support services as described below to Novartis or to one Third Party or Affiliate of Novartis, as follows:

(a) During such ninety (90)-day period, XOMA shall use commercially reasonable efforts to ensure that Novartis has access to [*] and [*], including [*] and [*] the Process.

(b) During such ninety (90)-day period, Novartis and the [*] shall [*], [*] and [*] the Process.

(c) Each Party shall [*] in connection with the transfer of the Process, and in the case of [*], for clarity, [*] and [*] or [*]. Notwithstanding the foregoing, to the extent [*] with respect to [*] such ninety (90)-day period, [*] in connection therewith.

2.5.3 Without limiting the foregoing in Sections 2.5.1 and 2.5.2, or being limited thereby, XOMA shall use commercially reasonable efforts during such ninety (90) day period, to [*] and [*] or [*], including [*] that include [*] and [*] and [*], and [*] and [*] as described herein. XOMA shall also use commercially reasonable efforts to [*] and [*] and [*] in

connection with this Agreement, including in relation to any of the foregoing [*] as contemplated hereunder. Such activities shall be [*] to the extent performed during such ninety (90)-day period, and [*].

2.5.4 Notwithstanding any other provision of this Section 2.5, XOMA [*], or (b) [*] or [*], in each case in connection with [*] or [*]. XOMA shall use commercially reasonable efforts to [*] and provided that [*]. Such [*] during such ninety (90)-day period and [*].

2.5.5 All Know-How and documentation to be transferred to Novartis hereunder shall be provided in electronic form.

ARTICLE 3
LICENSE GRANTS

3.1 License Grants; [*].

3.1.1 License Grants. XOMA hereby grants to Novartis and its Affiliates an exclusive (even as to XOMA and its Affiliates) license, under the XOMA IP and XOMA Regulatory Materials to Develop, manufacture and Commercialize the Licensed Antibodies and Products for the Field in the Territory, including to conduct any and all medical affairs activities with respect thereto. The foregoing license set forth in this Section 3.1.1 shall bear royalties as set forth in Section 4.3.

3.1.2 Sublicensing. The license grant in Section 3.1.1 includes the right to grant and authorize sublicenses in multiple tiers, provided that: (a) Novartis shall require that each sublicensee comply with all applicable provisions of this Agreement; (b) Novartis shall remain directly responsible for each sublicensee's performance in connection with this Agreement; and (c) Novartis shall, [*] such sublicensee.

3.1.3 [*].

(a) [*] agrees that, during the Term of the Agreement, [*] or [*] (including [*]) with respect to [*].

(b) If [*] and if [*], then [*] shall [*] or [*] in connection with [*], and [*] will either (i) [*], provided that [*] or [*] in connection with [*] (and [*] shall be maintained and updated from time to time to [*]), or (ii) [*]. [*] during [*] shall [*] set forth in subsection (a). [*], as used in this subsection (b), means the [*] without [*] or [*].

3.2 Rights Retained by the Parties. For purposes of clarity, each Party retains all rights under the Know-How and Patents Controlled by such Party not expressly granted to the other Party pursuant to this Agreement; further, XOMA retains a non-exclusive, limited right under the XOMA IP solely in order to perform its obligations under this Agreement for the benefit of Novartis. Novartis shall not, and shall not permit any of its Affiliates or sublicensees to, practice or use any of the XOMA Patents or XOMA Know-How outside of the scope of the license granted under Section 3.1.1.

3.3 Rights in Bankruptcy.

3.3.1 The Parties agree that this Agreement constitutes an executory contract under Section 365 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code") for the license of "intellectual property" as defined under Section 101 of the Bankruptcy Code and constitutes a license of "intellectual property" for purposes of any similar laws in any other country in the Territory. The Parties further agree that Novartis, as licensee of such rights under this Agreement, will retain and may fully exercise all of its protections, rights and elections under the Bankruptcy Code, including, but not limited to, Section 365 (n) of the Bankruptcy Code, and any similar laws in any other country in the Territory. The Parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against XOMA under the Bankruptcy Code and any similar laws in any other country in the Territory, Novartis will be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all embodiments of such intellectual property, and the same, if not already in its possession, will be promptly delivered to it (a) upon any such commencement of a bankruptcy proceeding upon its written request therefor, unless XOMA elects to continue to perform all of its obligations under this Agreement, or (b) if not delivered under (i) above, following the rejection of this Agreement by or on behalf of XOMA upon written request therefor by Novartis.

3.3.2 All rights, powers and remedies of Novartis provided for in this Section 3.3 are in addition to and not in substitution for any and all other rights, powers and remedies now or hereafter existing at law or in equity (including under the Bankruptcy Code and any similar laws in any other country in the Territory). Novartis, in addition to the rights, power and remedies expressly provided herein, shall be entitled to exercise all other such rights and powers and resort to all other such remedies as may now or hereafter exist at law or in equity (including under the Bankruptcy Code). The Parties agree that they intend the following Novartis rights to extend to the maximum extent permitted by law, including for purposes of the Bankruptcy Code: (a) the right of access to any XOMA IP (including all embodiments thereof), or any Third Party with whom XOMA contracts to perform an obligation of XOMA under this Agreement which is necessary for the Development, registration, manufacture and/or Commercialization of Products in the Territory; (b) the right to contract directly with any Third Party described in (a) to complete the contracted work; and (c) the right to cure any breach of or default under any such agreement with a Third Party and set off the costs thereof against amounts payable to XOMA under this Agreement.

3.4 [*]. If requested by Novartis, XOMA shall cooperate reasonably with Novartis [*] to [*]. [*] associated with such [*] shall [*] and shall [*].

ARTICLE 4
FINANCIAL TERMS

4.1 Upfront Fee. In partial consideration for the licenses granted to Novartis hereunder, Novartis shall pay XOMA a non-refundable, non-creditable payment of Thirty-Seven Million Dollars (US$37,000,000) within thirty (30) days after receipt of invoice in the form of **EXHIBIT B**.

4.2 Development and Regulatory Milestone Payments. In further consideration of the licenses granted to Novartis hereunder, upon achievement of each of the milestone events relating to the Development or Regulatory Approval of a Licensed Antibody or Product, as applicable, set forth in the table immediately below (each, a "Development and Regulatory Milestone"), Novartis shall pay the corresponding [*] milestone payment (each, a "Development and Regulatory Milestone Payment") to XOMA as set forth in the following:

Milestone Number	Development and Regulatory Milestone	Development and Regulatory Milestone Payment(s)
1	[*]	US$[*]
2	[*]	US$[*]*
3	[*]	US$[*]
4	[*]	[*]:US$[*] [*]:US$[*]
5	[*]	[*]:US$[*] [*]:US$[*]
6	[*]	[*]:US$[*] [*]:US$[*]

* [*]

4.2.1 For clarity: (a) the aggregate of all Development and Regulatory Milestone Payments made under this Agreement shall not exceed [*]; (b) [*] Development and Regulatory Milestone Payment shall be [*] for the [*] Development and Regulatory Milestone; (c) Development and Regulatory Milestones may be achieved [*] or [*] that [*] Development and Regulatory Milestone; and (d) [*] refers to [*] (for clarity, [*] would be considered [*], but [*] would not be considered [*]).

4.2.2 If Development and Regulatory Milestone number 1 is not achieved, then, effective upon achievement of the first of any of Development and Regulatory Milestone numbers 2, 3, 4 and 5, Development and Regulatory Milestone number 1 shall also be considered achieved. If Development and Regulatory Milestone number 2 is not achieved, then, effective upon achievement of the first of any of Development and Regulatory Milestone numbers 3, 4 and 5, Development and Regulatory Milestone number 2 shall also be considered achieved. If Development and Regulatory Milestone number 3 is not achieved, then, effective upon the achievement of the first of any of Development and Regulatory Milestone numbers 4 and 5, Development and Regulatory Milestone number 3 shall also be considered achieved.

4.2.3 Within [*] following the achievement of a Development and Regulatory Milestone (including where a Development and Regulatory Milestone is considered achieved pursuant to Section 4.2.2), Novartis shall send a notice of such achievement in writing to XOMA. Upon receipt of a notice of achievement of such Development and Regulatory Milestone, [*]

with respect to the corresponding Development and Regulatory Milestone Payment. Novartis shall pay to XOMA such Development and Regulatory Milestone Payment within [*] after [*].

4.2.4 Upon delivery by Novartis to XOMA of written notice of achievement of Development and Regulatory Milestone Number 2, the amount of the Loans (as defined in the Note (as hereafter defined)) then outstanding under that certain Secured Note Agreement, dated May 26, 2005, as amended (as amended, restated, superseded or otherwise modified from time to time, the "Note"), between XOMA and Novartis Vaccines and Diagnostics, Inc. (f/k/a Chiron Corporation) ("NVDI"), which was assigned by NVDI to NIBR with XOMA's consent immediately prior to the execution of this Agreement, shall be reduced by US$7,300,000 and Novartis shall cause the then-current Note holder ("Note Holder") to record such reduction of the Note in its records. In the event that the outstanding principal amount of the Note, together with all accrued and unpaid interest thereon, is less than $7,300,000 upon the date of delivery by Novartis to XOMA of written notice of achievement of Development and Regulatory Milestone Number 2, then the Development and Regulatory Milestone Number 2 payment shall be increased in an amount equal to the difference between (x) US$7,300,000 and (y) the then-outstanding principal amount of the Note, together with all accrued and unpaid interest thereon.

4.3 Product Royalties.

4.3.1 Product Royalties. On a Product-by-Product basis, Novartis shall pay royalties on the Net Sales of each Product in the Territory, in all Indications in the Field, at the following rates, during the Royalty Term:

Aggregate Net Sales of a Product in any Calendar Year during the Royalty Term	**Royalty Rate**
Portion of Net Sales of such Product up to US$[*]	[*]%
Portion of Net Sales of such Product above US$[*] and up to and including US$[*]	[*]%
Portion of Net Sales of such Product above US$[*] and up to and including US$[*]	[*]%
Portion of Net Sales of such Product above US$[*] and up to and including US$[*]	[*]%
Portion of Net Sales of such Product above US$[*]	[*]%

4.3.2 Royalty Term and Adjustments.

(a) Novartis' royalty obligations to XOMA under this Section 4.3 shall commence on a Product-by-Product and country-by-country basis on the date of First Commercial Sale of such Product by Novartis, its Affiliates or sublicensees to a Third Party in

the relevant country and shall expire on a Product-by-Product and country-by-country basis upon the later of the following (the "Royalty Term"), as applicable:

(i) the expiration in such country of the last-to-expire Valid Claim in the XOMA Core Patents Covering such Product; and

(ii) ten (10) years after First Commercial Sale of such Product in the relevant country in the Territory.

(b) Notwithstanding anything in this Agreement to the contrary, and [*] provided for under this Agreement, for Net Sales of a Product in any country in which [*] such Product, during the Royalty Term the associated royalties pursuant to Section 4.3.1 shall be [*] from what otherwise would be payable by Novartis to XOMA under this Agreement. Further, [*] for a Product in a country in the Territory, [*] under this Agreement with respect to such Product in such country shall [*], which shall [*] this Agreement.

(c) If an event of [*] for a Product in any country has occurred, then so long as either (i) [*] such Product in such country, or (ii) [*] such Product in such country, then the Royalty Rate applicable to Net Sales of such Product in such country in accordance with in Section 4.3.1 shall be [*].

(d) Notwithstanding anything to the contrary in this Agreement, [*] responsible for the payment of [*] and other payment obligations, if any, [*] in connection with (i) any [*] which [*] and [*] under this Agreement, or (ii) which relate to [*] relating to any [*], (collectively, the "[*]"). All such payments in respect of [*] shall be made promptly [*] in accordance with [*] (collectively, [*] after each such payment has been made. For clarity, any payment obligations that may arise pursuant to Section [*] with respect to the [*] shall not be deemed to be a [*].

(e) In the event that [*] or [*] or [*] or [*], including [*] (collectively, "[*]"), [*] and [*] or otherwise and [*] with respect to [*] (including [*]) by [*]; *provided that* to the extent (if at all) [*] provides [*] having [*] any [*] under this Agreement, [*] hereunder shall be [*] as reasonably [*] under this Agreement.

(f) In the event that [*] or [*] in connection with the [*] under this Agreement, [*] and [*] or otherwise and [*] with respect to [*] (including [*]) by [*]; *provided that* to the extent (if at all) [*] provides [*] having [*] any [*] under this Agreement, [*] hereunder shall be [*] as reasonably [*] under this Agreement.

(g) Subject to, and without prejudice to, [*], in no event shall [*] such that the royalty payments due to XOMA from Novartis under Section 4.3 [*]. [*] with respect to a particular Product in a particular country [*] shall be [*] royalty payment amounts due to XOMA [*] that [*], provided further that [*] for such Product in such country, [*] with respect to any [*] any [*] hereunder.

4.4 Reports; Royalty Payments.

4.4.1 Until the expiration of Novartis' royalty payment obligations under this Article 4, Novartis agrees to make written reports to XOMA within [*] after the end of each Calendar Quarter covering sales of Product on a country-by-country basis in the Territory by Novartis, its Affiliates and sublicensees during such Calendar Quarter.

4.4.2 Each such written report ("Sales & Royalty Report") shall, with respect to each country, provide:

(a) number of units sold for the Products;

(b) the Net Sales for the Products; and

(c) the calculation of the royalty payment due on such Net Sales in the Territory pursuant to this Article 4.

4.4.3 Following receipt of each such Sales & Royalty Report, [*], Novartis shall make the royalty payment due to be paid to XOMA under Article 4 for the Calendar Quarter covered by such report.

4.5 Sales Milestone Payment. In addition to the payments referenced in Sections 4.1 through 4.4 above, Novartis shall pay XOMA the following sales milestone payments following the first respective Calendar Quarter in which the total Net Sales of all Products in the Territory first reach or exceed the thresholds specified in the table below for the Calendar Year in which such Calendar Quarter occurs. Following XOMA's receipt of a Sales & Royalty Report for a Calendar Quarter of a Calendar Year, if a sales milestone payment has been achieved, [*] Novartis shall pay XOMA the associated milestone payment within [*]. In the interest of clarity, (a) XOMA may earn more than one payment pursuant to this Section 4.5. in a given year (e.g., if total Net Sales of all Products in the Territory are US$[*] in a Calendar Year, and no previous sales milestone had been achieved under this Section 4.5, then all four (4) sales milestones would be achieved, and all four (4) associated milestone payments would be earned, in such Calendar Year), and (b) the aggregate of all payments made pursuant to this Section 4.5 shall not exceed US$[*].

Sales milestone	Associated milestone payment
Annual Net Sales first reach US$[*]	US$[*]
Annual Net Sales first reach US$[*]	US$[*]
Annual Net Sales first reach US$[*]	US$[*]
Annual Net Sales first reach US$[*]	US$[*]

4.6 Methods of Payments. All payments due from Novartis to XOMA under this Agreement shall be paid in Dollars by Novartis via wire transfer to a bank designated in writing in advance by XOMA. Any payment which falls due on a date which is not a Business Day in the location from which the payment will be made may be made on the next succeeding Business Day in such location.

4.7 Accounting.

4.7.1 Novartis shall keep complete, true and accurate books and records in accordance with its Accounting Standards in relation to this Agreement, including, in relation to Net Sales and royalties. Novartis shall keep such books and records for at least [*] years following the Calendar Quarter to which they pertain.

4.7.2 XOMA may, upon written notice to Novartis, appoint an internationally-recognized independent accounting firm (which firm is reasonably acceptable to Novartis, such acceptance not to be unreasonably delayed or conditioned) (the "Auditor") to inspect the relevant reports, statements, records or books of accounts (as applicable) of Novartis and/or its Affiliates to verify the accuracy of any Sales & Royalty Report. Before beginning its audit, the Auditor shall execute an undertaking reasonably acceptable to Novartis on customary terms by which the Auditor shall keep confidential all information reviewed during such audit. The Auditor shall have the right to disclose to XOMA its conclusions regarding any payments owed under this Agreement.

4.7.3 Novartis and its Affiliates shall make their records available for inspection by such Auditor during regular business hours at such place or places where such records are customarily kept, upon receipt of reasonable advance notice from XOMA. The records shall be reviewed solely to verify the accuracy of the Sales & Royalty Reports. [*]. In addition, XOMA shall only be entitled to audit the relevant books and records of Novartis relating to a Sales & Royalty Report for a period of [*] calendar years after receipt of the applicable Sales & Royalty Report. XOMA agrees to hold in strict confidence all information received and all information learned in the course of any audit or inspection, except to the extent necessary to enforce its rights under this Agreement or if disclosure is required by law, regulation or judicial order.

4.7.4 The Auditor shall provide its audit report and basis for any determination to Novartis at the time such report is provided to XOMA, before it is considered final. Novartis shall have the right to request a further determination by such Auditor as to matters which Novartis disputes within [*] following receipt of such report. Novartis will provide XOMA and the Auditor with a reasonably detailed statement of the grounds upon which it disputes any findings in the audit report and the Auditor shall undertake to complete such further determination within [*] after the dispute notice is provided, which determination shall be limited to the disputed matters. Any matter that remains unresolved shall be resolved in accordance with the dispute resolution procedures contained in Section 11.1.

4.7.5 In the event that the final result of the inspection reveals an undisputed underpayment or overpayment by Novartis, the underpaid or overpaid amount shall be settled promptly.

4.7.6 XOMA shall pay for such audits, as well as its own expenses associated with enforcing its rights with respect to any payments hereunder, except that in the event there is any upward adjustment in aggregate amounts payable for any year shown by such audit of more than [*] of the amount paid, Novartis shall pay for such audit.

4.8 Currency. All payments under this Agreement shall be payable in US Dollars. When conversion of payments from any foreign currency is required to be undertaken by Novartis, the US Dollar equivalent shall be calculated using Novartis' then-current standard exchange rate methodology as applied in its external reporting.

4.9 Late Payments. Any undisputed amount owed by Novartis to XOMA under this Agreement that is not paid on or before [*] the date such payment is due shall bear interest at a rate per annum equal to the lesser of (a) the thirty (30)-day United States dollar LIBOR rate in effect on the date that payment was due, as published by The Financial Times after such payment is due, plus [*], or (b) the highest rate permitted by applicable Law, in either case calculated on the number of days such payments are paid after such payments are due and compounded monthly; provided, that the foregoing shall not accrue on undisputed amounts that were paid after the due date as a result of mistaken XOMA actions (e.g., if a payment is late as a result of XOMA providing an incorrect account for receipt of payment).

4.10 Taxes.

4.10.1 Except as otherwise provided in this Section 4.10, each Party shall be responsible for any tax obligations of its own due to this Agreement, including but not limited to income tax and capital gains tax, and neither Party shall have any obligation towards the other Party in the event that the other Party fails to fully comply with its tax obligations.

4.10.2 All transfer, VAT, GST, documentary, sales, use, stamp, registration and other such taxes, and any conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with consummation of the transactions contemplated hereby, if any, shall be [*]. Novartis shall prepare and timely file all tax returns required to be filed in respect of any such taxes. The Parties shall reasonably cooperate in accordance with Applicable Laws to minimize any such transfer taxes payable in connection with this Agreement.

4.10.3 Subject to Section 4.10.4, if any taxes are required to be withheld by Novartis, Novartis will: (a) deduct such taxes from the payment made to XOMA; (b) timely pay the taxes to the proper taxing authority; (c) promptly send proof of payment to XOMA; and (d) reasonably assist XOMA in its efforts to obtain a credit for such tax payment. Each Party agrees to reasonably assist the other Party in lawfully claiming exemptions from and/or minimizing such deductions or withholdings under double taxation laws or similar circumstances.

4.10.4 Notwithstanding anything to the contrary in this Agreement, if Novartis assigns or transfers some or all of its rights and obligations to any Person and if, as a result of such action, the withholding or deduction of tax required by applicable Law with respect to payments under this Agreement is increased, then any amount payable under this Agreement shall be increased to take into account such withheld taxes as may be necessary so that, after

making all required withholdings (including withholdings on the withheld amounts), XOMA receives an amount equal to the sum it would have received had no such increased withholding been made.

4.10.5 For all tax purposes, both Parties agree to report the transactions contemplated by this Agreement in a manner consistent with its terms and to not take any position inconsistent therewith in any tax return, refund claim, litigation, or otherwise.

4.11 No Guarantee. XOMA and Novartis acknowledge and agree that nothing in this Agreement shall be construed as representing an estimate or projection of anticipated sales of any Product, and that the milestones and Net Sales levels set forth in this Agreement or that have otherwise been discussed by the Parties are merely intended to define the milestone payments and royalty obligations to XOMA in the event such milestones or Net Sales levels are achieved. Neither Party provides any representation, warranty or guarantee that the Development of any Product will be successful, that Regulatory Approval for any Product will be obtained, or that any other particular results will be achieved with respect to the Commercialization of any Product hereunder.

4.12 Costs. In addition to the specific costs to be assumed by each of XOMA and Novartis as described herein, each Party will be responsible for all costs that it incurs in exercising its rights and meeting its obligations under this Agreement, except as expressly set forth otherwise in this Agreement.

4.13 Set-off. If an Event of Default (as defined in the Note) shall have occurred and be continuing, and all amounts thereunder have become due and payable in accordance with Section 5(b) of the Note, Novartis may elect to deduct from any upfront fees, milestone payments and royalty payments to be made by it to XOMA under this Agreement and pay to Note Holder any amounts then due and payable by XOMA to Note Holder under the Note. Any such election shall be confirmed by prompt written notice to XOMA delivered in accordance with Section 11.5, which notice shall describe (a) the Event of Default that has occurred and is continuing and (b) provide an accounting for any and all amounts being deducted. Novartis acknowledges that XOMA has granted a security interest to Note Holder in XOMA's interest in all upfront fees, milestone payments, and royalty payments that may become due to XOMA pursuant to this Agreement.

ARTICLE 5
OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

5.1 Ownership.

5.1.1 Pre-Existing Patents and Know-How. XOMA shall retain all of its right, title and interest in, to and under the XOMA IP, and Novartis shall retain all of its rights, title and interest in, to and under the Patents and Know-How owned by it, except in each case to the extent that any such rights or licenses are expressly granted by one Party to the other Party under this Agreement.

5.1.2 Intellectual Property Arising Under This Agreement. Ownership of all data, Patents and Know-How generated, discovered, developed, invented, conceived or reduced to practice by or on behalf of Novartis, its sublicensees, XOMA (if any), or Affiliates of the Parties, whether solely by any such party or jointly by one or more such parties, in connection with the Development, manufacture and/or Commercialization of the Licensed Antibodies and Products under this Agreement, and all intellectual property rights therein, will be determined in accordance with the U.S. laws of inventorship (collectively, all such data, Patents and Know-How, the "Future IP", and all Patents included in or claiming priority to the foregoing set forth in this Section 5.1.2, the "Novartis Patents"). All Regulatory Approvals for the Licensed Antibodies and Products hereunder shall be made in the name of and owned by Novartis or its Affiliates or sublicensees. The Parties acknowledge and agree that XOMA's interest in the Future IP shall be part of the XOMA IP and subject to the exclusive license granted in Section 3.1.1.

5.1.3 Invention Assignment Agreements.

(a) XOMA hereby covenants to Novartis that all contractors and employees of XOMA and its Affiliates will be under the obligation to assign all right, title and interest in and to such Novartis Patents and their inventions and discoveries relating thereto, whether or not patentable, to XOMA as the sole owner thereof. XOMA shall assign such right, title and interest in the Novartis Patents to Novartis in accordance with Section 5.1.2. For clarity, [*] shall not be deemed to be contractors of XOMA or its Affiliates.

(b) Novartis hereby covenants to XOMA that all contractors and employees of Novartis and its Affiliates and sublicensees will be under the obligation to assign all right, title and interest in and to such Novartis Patents and their inventions and discoveries relating thereto, whether or not patentable, to Novartis as the sole owner thereof.

5.2 Prosecution and Maintenance of Patents.

5.2.1 [*] Patents.

(a) Subject to Section 5.2.2, as between the Parties, [*] shall have the first right (but not the obligation) to Prosecute and Maintain the [*] Patents using outside counsel reasonably acceptable to [*]. [*] shall keep [*] informed as to material developments with respect to the Prosecution and Maintenance of such Patents, including by timely providing copies of all substantive office actions or any other substantive documents that [*] receives from or submits to any patent office, including notice of all interferences, reissues, re-examinations, oppositions or, subject to Section 5.7, requests for patent term extensions and providing [*] a reasonable opportunity to review and comment on all substantive filings and communications with any patent agency regarding any [*] Patent.

(b) Subject to Section 5.2.2, as between the Parties, [*] shall have the first right (but not the obligation) to Prosecute and Maintain the [*] Patents. [*] shall keep [*] informed as to material developments with respect to the Prosecution and Maintenance of the [*] Patents [*], including by providing copies of all substantive office actions or any other substantive documents that such Party receives from or submits to any patent office, including

notice of all interferences, reissues, re-examinations, AIA Proceedings, oppositions or, subject to Section 5.7, requests for patent term extensions.

(c) Each Party shall designate appropriate patent counsel who shall be responsible for communicating and consulting with the other Party's appropriate patent counsel to determine from time to time which [*] Patents should be [*]. Such counsel shall confer within ninety (90) days of the Effective Date to [*] as to which [*] Patents shall be [*] and to determine the timing and process for [*] Patents going forward.

5.2.2 Filing Decision or Prosecution Lapse. If, during the Term, the Party, in exercising its right pursuant to Section 5.2.1 to Prosecute and Maintain a [*] Patent in any country, decides not to file such Patent or intends to allow such Patent to lapse or become abandoned without having first filed a substitute Patent ("Abandonment"), such prosecuting Party shall notify in writing and consult with the other Party regarding such decision or intention at least sixty (60) days prior to the date upon which the subject matter of such Patent shall become unpatentable or such Patent shall lapse or become abandoned, and such other Party shall thereupon have the right (but not the obligation) to assume the Prosecution and Maintenance thereof at its own expense with counsel of its own choice. If [*] assumes the Prosecution and Maintenance of any [*] Patent pursuant to this Section 5.2.2, then such [*] Patent shall thereafter [*] and [*] under this Agreement. and for the avoidance of doubt, where such [*] Patent had been a [*] Patent, then from that time forward it shall [*]. For clarity, (a) [*] shall not be obligated to [*] under this Section 5.2.2 and [*] shall not have the rights set forth in this Section 5.2.2 with respect to [*], and (b) [*] shall not have the rights set forth in this Section 5.2.2 with respect to [*], unless [*].

5.3 Patent Costs. [*] costs and expenses associated with [*] Prosecution and Maintenance activities under Section 5.2.

5.4 Defense of Claims Brought by Third Parties. If a Party becomes aware of, or as of the Effective Date is aware of, any claim that the Development or Commercialization of a Licensed Antibody or Product in or for the Territory infringes or misappropriates the intellectual property rights of any Third Party, such Party shall promptly notify the other Party. In any such instance, the Parties shall as soon as practicable thereafter discuss in good faith regarding the best response to such notice, subject to Article 8, and Novartis shall have the first right (but not the obligation) to defend such claim, at Novartis' cost and expense (subject to any other provision of this Agreement [*], or [*]). If Novartis does not undertake such defense within ninety (90) days of receiving notice of such infringement or misappropriation, then XOMA shall have the right to assume such defense. The Party undertaking such defense, shall keep the other Party reasonably informed of the progress of any such defense, and such other Party shall have the right to participate with counsel of its own choice at its own expense.

5.5 Enforcement. Each Party shall promptly notify the other Party in writing if it reasonably believes that any [*] Patent is infringed by a Third Party with respect to the manufacture, sale, offer for sale, use or importation of a Licensed Antibody or Product in the Territory (collectively, "Competing Infringing Activities"). [*] shall have the sole right, but not the obligation, to enforce [*] Patents with respect to Competing Infringing Activity, or to defend any declaratory judgment action with respect thereto. [*] shall have the sole right, but not the

obligation, to enforce [*] Patents with respect to Competing Infringing Activity, or to defend any declaratory judgment action with respect thereto. The Party initiating or defending any such action under this Section 5.5 (the "Enforcing Party") shall keep the other Party reasonably informed of the progress of any such action, and such other Party shall have the right to participate with counsel of its own choice at its own expense. In any event, the other Party shall reasonably cooperate with the Enforcing Party, including providing information and materials, at the Enforcing Party's request and expense, and joining as a plaintiff to such action to the extent necessary for standing.

5.6 Recovery. Any recovery received as a result of any action under Section 5.4 or 5.5 shall be used first to reimburse the Parties for the costs and expenses (including attorneys' and professional fees) incurred in connection with such Action (and not previously reimbursed), and the remainder of the recovery shall be [*], provided that any such remaining portion of recoveries [*] (including [*] included in such recoveries) shall be [*].

5.7 Patent Term Extensions.

5.7.1 Novartis shall be responsible for determining the strategy for applying for the extension of the term of any patents for which it has responsibility to prosecute, maintain and defend under this Article 5, such as under the "U.S. Drug Price Competition and Patent Term Restoration Act of 1984" (the "Act"), the Supplementary Certificate of Protection of the Member States of the European Union and other similar measures in any other country. If requested by Novartis, and at Novartis' cost, XOMA shall apply for and use its reasonable efforts to obtain such an extension or, should the law require Novartis (or one of its respective Affiliates, subcontractors or sublicensees hereunder) to so apply, XOMA hereby gives permission to Novartis to do so (in which case XOMA agrees to cooperate with Novartis in the exercise of such authorization and shall execute such documents and take such additional action as Novartis may reasonably request in connection therewith). Novartis and XOMA agree to cooperate with one another in obtaining any patent extension hereunder as directed by Novartis.

5.7.2 Novartis shall be responsible for determining the strategy with respect to certifications, notices and patent enforcement procedures regarding patents for which it has responsibility to prosecute, maintain and defend under this Article 5 under the Act and the Biologics Price Competition and Innovation Act of 2009 (the "BPCIA"). XOMA shall cooperate, as reasonably requested by Novartis, in a manner consistent with this Section 5.7. XOMA hereby authorizes Novartis to: (a) provide in any BLA or in connection with the BPCIA, a list of patents (that may include XOMA Patents as required under the BPCIA; (b) except as otherwise provided in this Agreement, exercise any rights exercisable by Novartis as patent owner under the Act or the BPCIA; and (c) exercise any rights that may be exercisable by Novartis as reference product sponsor under the BPCIA, including (1) engaging in the patent resolution provisions of the BPCIA with regard to patents for which it has responsibility to prosecute, maintain and defend under this Article 5; and (2) determining which patents will be the subject of immediate patent infringement action under § 351(l)(6) of the BPCIA; provided, that with respect to Novartis' exercise of rights under the BPCIA, Novartis shall consult with a representative of XOMA designated by XOMA in writing and qualified to receive confidential information pursuant to § 365(l) of the BPCIA with respect to Novartis' exercise of any rights

exercisable as reference product sponsor, including providing such representative with timely copies of material correspondence relating to such matters, providing such representative the opportunity, reasonably in advance of any related Novartis action, to comment thereon and to consult with and consider in good faith the requests and suggestions of XOMA with respect to such matters.

5.7.3 In the event that Novartis desires to apply for an extension of any patents for which XOMA has responsibility to prosecute, maintain and defend under this Article 5 under the Act, the Supplementary Certificate of Protection of the Member States of the European Union or any other similar measures in any other country; or utilize any such patent for purposes of engaging in the patent resolution provisions or bringing a patent infringement action under the BPCIA; the Parties shall meet in good faith to discuss strategy for such activity, provided that XOMA shall not be obligated to agree to the use of any such patent for any such activity.

5.8 Trademarks. Novartis shall have the right to brand the Products using Novartis related trademarks and any other trademarks and trade names it determines appropriate for the Product, which may vary by country or within a country ("Product Marks"). Novartis shall own all rights in the Product Marks and register and maintain the Product Marks in the countries and regions it determines reasonably necessary.

ARTICLE 6
CONFIDENTIALITY

6.1 Confidentiality; Exceptions. Except to the extent expressly authorized by this Agreement or otherwise agreed in writing, the Parties agree that a Party and its Affiliates and representatives (the "Receiving Party") shall keep confidential and shall not publish or otherwise disclose or use for any purpose other than as provided for in this Agreement any Know-How or other confidential and proprietary information and materials, patentable or otherwise, in any form (written, oral, photographic, electronic, magnetic, or otherwise) which is disclosed to it by the other Party or its Affiliates or representatives (the "Disclosing Party"), including trade secrets, Know-How, inventions or discoveries, proprietary information, formulae, processes, techniques and information relating to a Party's past, present and future marketing, financial and Development activities of any product or potential product or useful technology of the Disclosing Party and the pricing thereof (collectively, "Confidential Information"), except to the extent that it can be established by the Receiving Party that such Confidential Information:

(a) was in the lawful knowledge and possession of the Receiving Party prior to the time it was disclosed to the Receiving Party, as evidenced by written records kept in the ordinary course of business, or other documentary proof of actual use by the Receiving Party;

(b) was otherwise developed independently by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as evidenced by written records kept in the ordinary course of business, or other documentary proof of actual use by the Receiving Party;

(c) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party;

(d) became generally available to the public or otherwise part of the public domain after its disclosure to the Receiving Party hereunder other than through any act or omission of the Receiving Party in breach of this Agreement; or

(e) was disclosed to the Receiving Party, other than under an obligation of confidentiality, by a Third Party who had no obligation to the Disclosing Party not to disclose such information to others.

All XOMA Know-How that is specific to the Development and/or manufacture of any Licensed Antibody and the XOMA Regulatory Materials shall be considered Confidential Information of both XOMA and Novartis (it being understood that both XOMA and Novartis will be deemed to be the Disclosing Party with respect thereto and the exceptions in Sections 6.1(a) and (e) shall not apply to XOMA with respect to such XOMA Know-How and the XOMA Regulatory Materials). Subject to and without prejudice to the foregoing, any Confidential Information disclosed by either Party (or their Affiliates) prior to the Effective Date pursuant to the Confidentiality Agreement between XOMA (US) LLC and Novartis Pharmaceuticals Corporation dated June 17, 2015 (the "Existing Confidentiality Agreement") shall be Confidential Information of such Party for all purposes under this Agreement, it being understood and agreed that this Agreement supersedes and replaces the Existing Confidentiality Agreement with respect to such Confidential Information and the rights and obligations of the Parties with respect thereto.

6.2 Authorized Disclosure. Except as expressly provided otherwise in this Agreement, a Receiving Party may use and disclose Confidential Information of the Disclosing Party as follows:

(a) under appropriate confidentiality provisions at least as protective of such Confidential Information as those in this Agreement, as reasonably necessary for performance of its obligations or exercise of rights granted in this Agreement (including the rights to Develop and Commercialize Licensed Antibodies and Products) including in filing or prosecuting patent applications in accordance with Section 5.2, prosecuting or defending litigation, complying with applicable Law (subject to clause (b) below), seeking and obtaining Regulatory Approval, conducting non-clinical activities or clinical trials, preparing and submitting INDs to Regulatory Authorities, and marketing Products, in each case in accordance with this Agreement;

(b) to the extent disclosure is required by Law; provided, that if a Receiving Party is required by Law to make any such disclosure of a Disclosing Party's Confidential Information it will, where legally permitted and practicable, give reasonable advance notice to the Disclosing Party of such disclosure requirement, afford the Disclosing Party an opportunity to secure, and, if requested by the Disclosing Party, reasonably cooperate with the Disclosing Party to, secure confidential treatment of such Confidential Information required to be disclosed, and disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose as advised by the Receiving Party's legal counsel;

(c) in communication with actual or potential investors, lenders, acquirers, merger partners, consultants, professional advisors, collaborators, donors, or funding

sources as reasonably necessary, and (with respect to XOMA) with its licensors as necessary to satisfy its reporting obligations with respect to a Licensed Antibody or Product, in each case under appropriate confidentiality provisions substantially equivalent to those of this Agreement; or

(d) to the extent mutually agreed to in writing by the Parties.

6.3 Disclosure of Agreement.

6.3.1 Disclosure of Agreement Terms.

(a) Except to the extent required by Law or any securities exchange or governmental authority or any tax authority to which any Party is subject or submits or as otherwise permitted in accordance with this Section 6.3, neither Party shall make any public announcements concerning the terms of this Agreement or otherwise disclose the terms of this Agreement to any Third Party without the prior written consent of the other, which shall not be unreasonably withheld, conditioned or delayed. Each Party agrees to provide to the other Party a copy of any public announcement regarding this Agreement or the subject matter hereof, as practicable under the circumstances, reasonably prior to its scheduled release. Each Party shall have the right to expeditiously review and recommend changes to any such announcement by the other Party, and, except as otherwise required by securities exchange listing requirements or applicable Law, approve such announcement and the Party whose announcement has been reviewed shall remove any Confidential Information of the reviewing Party.

(b) Notwithstanding the foregoing, to the extent information regarding this Agreement has already been publicly disclosed, either Party may subsequently disclose the same information to the public without the consent of the other Party. Each Party shall also be permitted to disclose the terms of this Agreement, in each case on a need to know basis under appropriate confidentiality provisions substantially equivalent to those of this Agreement, to its actual or potential investors, lenders, acquirers, merger partners, consultants, professional advisors, donors, or funding sources. Novartis may, in the ordinary course of business without XOMA's consent, inform its customers, suppliers and business contacts that Novartis has obtained the right under this Agreement to sell Products in the Territory.

(c) Each Party shall give the other Party a reasonable opportunity to review those portions of all filings with the United States Securities and Exchange Commission (or any stock exchange, including Nasdaq, or any similar regulatory agency in any country other than the U.S.) describing the terms of this Agreement (including any filings of this Agreement) prior to submission of such filings, and shall give due consideration to any reasonable comments by the non-filing Party relating to such filing, including the provisions of this Agreement for which confidential treatment should be sought.

6.4 Remedies. Each Party shall be entitled to seek, in addition to any other right or remedy it may have, at Law or in equity, a temporary injunction or other injunctive relief, without the posting of any bond or other security, enjoining or restraining the other Party from any violation or threatened violation of this Article 6.

6.5 Publications. XOMA shall not make any public disclosure (whether written, electronic, oral or otherwise) relating to any Licensed Antibody or Product without the prior written consent of Novartis; provided, that the foregoing shall not apply to information which is in the public domain or any public disclosure required by law or governmental regulation or by the rules of any recognized stock exchange. For the avoidance of doubt, Novartis, any of its Affiliates or sublicensees may, without any required consents from XOMA, (a) issue press releases, disclosures, and other public statements as it deems appropriate in connection with the Development and Commercialization of Licensed Antibodies or Products under or in connection with this Agreement, and (b) publish or have published information about clinical trials related to the Licensed Antibodies or Products, including the results of such clinical trials; *provided however* if Novartis plans to issue a press release that in its judgment contains material adverse information regarding this Agreement in its entirety or a Product or Licensed Antibody under this Agreement, then Novartis shall use commercially reasonable efforts to provide XOMA with reasonable prior notice of such press release.

6.6 Clinical Trial Register. Each Party agrees that each clinical study and each nonclinical study with respect to a Licensed Antibody or Product that is required to be posted pursuant to applicable Law or applicable industry codes, including the PhRMA Code or the equivalent industry code of practice, on clinicaltrials.gov or any other similar registry shall be so posted. Unless otherwise agreed upon by the Parties (and as permitted by applicable Law or applicable industry codes), Novartis shall be responsible for such posting for the Licensed Antibodies and Products.

ARTICLE 7
REPRESENTATIONS; WARRANTIES; COVENANTS

7.1 Representations and Warranties of Both Parties. Each Party hereby represents and warrants to the other Party, as of the Effective Date, that:

(a) Such Party is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

(b) Such Party has taken all necessary action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder;

(c) This Agreement has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid, binding obligation, enforceable against it in accordance with the terms hereof;

(d) The execution, delivery and performance of this Agreement by such Party does not conflict with any agreement or any provision thereof, or any instrument or understanding, oral or written, to which it is a party or by which it is bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over such Party;

(e) No government authorization, consent, approval, license, exemption of or filing or registration with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, under any applicable Laws currently in effect, is or will be necessary for, or in connection with, the transaction contemplated by this Agreement or any other agreement or instrument executed in connection herewith, or for the performance by it of its obligations under this Agreement and such other agreements except as may be required to conduct clinical trials or to seek or obtain Regulatory Approvals of the Products; and

(f) It is not debarred or excluded from reimbursement by the FDA (or subject to a similar sanction of EMA or any other Regulatory Authority) or subject of an FDA debarment or exclusion investigation or proceeding (or similar proceeding of EMA or other Regulatory Authority). To its knowledge, it has not (i) employed and has not used a contractor or consultant that has employed, any individual or entity debarred or excluded from reimbursement by the FDA (or subject to a similar sanction of EMA or any other Regulatory Authority), or, (ii) employed any individual who or entity that is the subject of an FDA debarment or exclusion investigation or proceeding (or similar proceeding of EMA or other Regulatory Authority), in each case in the conduct of any Development of the Products.

7.2 Representations and Warranties of XOMA. XOMA hereby represents and warrants to Novartis that (except as set forth in the schedules of disclosures attached hereto as **SCHEDULE 1**) as of the Effective Date:

(a) The Patents listed in **EXHIBIT A** comprise a complete and accurate list of all Patents existing as of the Effective Date Controlled by XOMA that [*] exists as of the Effective Date, and with respect to which [*] (provided that [*] with respect to [*] solely to the extent of [*]**)**;

(b) XOMA has the right to use and disclose and to enable Novartis to use and disclose (in each case under conditions of confidentiality consistent with Section 6.2) the XOMA Know-How and XOMA Regulatory Materials, and XOMA has the right to grant all rights and licenses it purports to grant to Novartis with respect to the XOMA IP, the XOMA Regulatory Materials and the Licensed Antibodies and Products under this Agreement, free and clear of all liens, claims, security interests or encumbrances of any kind;

(c) XOMA has not granted any right or license to any Third Party that conflicts or interferes with or limits the scope of any of the rights or licenses granted to Novartis hereunder, [*];

(d) (i) Neither XOMA nor its Affiliates has received any written notice of any claim that any Patent or Know-How owned or controlled by a Third Party would be or is infringed or misappropriated by the manufacture, use, sale, offer for sale or importation of the Licensed Antibodies or Products in the form that they exist as of the Effective Date and, (ii) to the knowledge of XOMA, the manufacture, use, sale, offer for sale or importation of the Licensed Antibodies and Products in the form that they exist as of the Effective Date and without combination with any other product would not and does not infringe or misappropriate any Patent or Know-How owned or controlled by a Third Party [*];

(e) To the knowledge of XOMA, the issued patents in the XOMA Patents are valid and enforceable without any claims, challenges, oppositions, nullity actions, interferences, inter-partes reexaminations, AIA Proceedings, derivation proceedings, or other proceedings pending or threatened and XOMA has filed and prosecuted patent applications within the XOMA Patents in good faith and complied with all duties of disclosure with respect thereto;

(f) To the knowledge of XOMA, XOMA has not committed any act, or omitted to commit any act, that may cause the XOMA Patents to expire prematurely or be declared invalid or unenforceable;

(g) There are no Patents or Know-How Controlled by XOMA or its Affiliates as of to the Effective Date that, to XOMA's knowledge, are necessary for the manufacture, Development or Commercialization of the Licensed Antibodies and Products as contemplated hereunder, other than the XOMA IP licensed to Novartis hereunder;

(h) There are no contracts or other agreements between XOMA (or its Affiliate) and any Third Parties that relate to the Development, manufacture or Commercialization of the Licensed Antibodies or Products as contemplated hereunder, other than the contracts listed on **SCHEDULE 1** and designated as responsive to Section 7.2(h), and such contracts are in full force and effect, and XOMA has not received or provided any notice of breach or termination with respect to any such contract;

(i) XOMA has not, nor to its knowledge, has any Third Party acting under authority of XOMA, [*] with respect to any Licensed Antibody or Product, or [*] with respect to any Licensed Antibody or Product. XOMA has, and to its knowledge such Third Parties have, [*] with respect to the Licensed Antibodies and Products and [*]. All [*] in compliance with all applicable Law, including, if and as applicable, cGMP, cGCP and cGLP, and all Regulatory Materials submitted to any Regulatory Authority [*];

(j) To XOMA's knowledge as of the Effective Date, [*] concerning the Licensed Antibodies or Products or active pharmaceutical ingredients therein that [*] and [*];

(k) XOMA has not entered into a government funding relationship that would result in rights to any Licensed Antibodies or Product residing in the US Government, National Institutes of Health, National Institute for Drug Abuse or other agency, and the licenses granted hereunder are not subject to overriding obligations to the US Government as set forth in Public Law 96 517 (35 U.S.C. 200 204), as amended, or any similar obligations under the laws of any other country;

(l) Attached as **EXHIBIT C** is a detailed list of, to XOMA's knowledge, any and all quantities and forms of Licensed Antibodies, Products, and all cell banks, bioassay materials, cell lines, Antibodies, sequences and constructs for the expression and production of such Licensed Antibodies, (collectively, the "Inventory") existing as of the Effective Date owned by XOMA, whether in XOMA's possession or in the possession of Third Parties. To the extent that, following the Effective Date, XOMA discovers any omissions with respect to **EXHIBIT C**, XOMA shall promptly provide Novartis with an updated **EXHIBIT C**,

and XOMA shall not be deemed to be in breach of this subsection (l) if such update pertains to additional materials being added to **EXHIBIT C** or removal of not significant quantities of previously listed materials, and in each case such update is provided to Novartis within sixty (60) days of the Effective Date (and in any event within thirty (30) days of such discovery); and

(m) Prior to the Effective Date, XOMA has disclosed to Novartis and provided [*].

7.3 Representations and Warranties of Novartis. Novartis hereby represents and warrants to XOMA that as of the Effective Date, neither Novartis nor any of its Affiliates is [*] that, as [*] for [*], and where [*].

7.4 Covenants of XOMA. XOMA hereby covenants to Novartis that:

7.4.1 XOMA will maintain all XOMA Third Party Agreements, including the XOMA Third Party Agreements set forth on **EXHIBIT D**, in full force and effect during the Term, and will not (a) terminate any XOMA Third Party Agreement, nor (b) amend any XOMA Third Party Agreement, in each case in any manner that adversely effects the rights of Novartis under this Agreement.

7.4.2 XOMA will not grant during the Term, any right or license to any Third Party that conflicts or interferes with or limits the scope of any of the rights or licenses granted to Novartis hereunder.

7.5 Covenants of Novartis. Novartis hereby covenants to XOMA that its and its Affiliates', sublicensees' and representatives' performance in connection with this Agreement shall comply with all applicable Laws.

7.6 Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR EXTENDS ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT ANY PATENTS ARE VALID OR ENFORCEABLE, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 8
INDEMNIFICATION

8.1 Indemnification by Novartis. Novartis shall indemnify, defend and hold harmless XOMA and its Affiliates, and its or their respective directors, officers, employees and agents (the "XOMA Indemnitees"), from and against any and all liabilities, damages, losses, costs and expenses, including the reasonable fees of attorneys and other professional Third Parties (collectively, "Losses"), arising out of or resulting from any and all Third Party suits, claims, actions, proceedings or demands ("Claims") brought against any XOMA Indemnitee based upon:

(a) The negligence, recklessness or wrongful intentional acts or omissions of Novartis or its Affiliates and its or their respective directors, officers, employees

and agents, in connection with Novartis' performance of its obligations or exercise of its rights under this Agreement;

(b) any breach of any representation or warranty or express covenant made by Novartis under Article 7 or any other provision under this Agreement; or

(c) the Development of the Products that is conducted by or under the authority of Novartis [*], the handling and storage by or on behalf of Novartis of any chemical agents or other molecules for the purpose of conducting such Development by or on behalf of Novartis, and the manufacture, marketing, Commercialization and sale by Novartis, its Affiliates or sublicensees of the Products, including any product liability, personal injury, property damage or other damage, in each case resulting from any of the foregoing activities described in this Section 8.1(c);

in each case, provided that, such indemnity shall not apply to the extent such Losses arise from a cause or event described in clause (a), (b) or (c) of Section 8.2.

8.2 Indemnification by XOMA. XOMA shall indemnify, defend and hold harmless Novartis and its Affiliates, and its or their respective directors, officers, employees and agents (the "Novartis Indemnitees"), from and against any and all Losses, arising out of or resulting from any and all Claims against any Novartis Indemnitee based upon:

(a) the negligence, recklessness or wrongful intentional acts or omissions of XOMA or its Affiliates or its or their respective directors, officers, employees and agents, in connection with XOMA's performance of its obligations or exercise of its rights under this Agreement;

(b) any breach of any representation or warranty or express covenant made by XOMA under Article 7 or any other provision under this Agreement; or

(c) [*] and [*] or [*], including (i) any [*] damage or other damage, and (ii) [*], in each case resulting from any of the foregoing activities described in this Section 8.2(c);

in each case, provided that, such indemnity shall not apply to the extent such Losses arise from a cause or event described in clause (a), (b) or (c) of Section 8.1.

8.3 Procedure.

8.3.1 Notice of Claim. A Person entitled to indemnification under this Article 8 (an "Indemnified Party ") shall give prompt written notification to the Party from whom indemnification is sought (the "Indemnifying Party") of the commencement of any action, suit or proceeding relating to a Claim for which indemnification is being sought or, if earlier, upon the assertion of any such Claim (it being understood and agreed, however, that the failure by an Indemnified Party to give notice of a Claim as provided in this Section 8.3 shall not relieve the Indemnifying Party of its indemnification obligation under this Agreement except and only to the

extent that such Indemnifying Party is actually damaged as a result of such failure to give notice).

8.3.2 Assumption of Defense; Participation. Within twenty (20) days after delivery of such notification, the Indemnifying Party may, upon written notice thereof to the Indemnified Party, assume control of the defense of such Claim with counsel reasonably satisfactory to the Indemnified Party. If the Indemnifying Party does not assume control of such defense, the Indemnified Party shall control such defense and, without limiting the Indemnifying Party's indemnification obligations, the Indemnifying Party shall reimburse the Indemnified Party for all costs and expenses, including reasonable attorney fees, incurred by the Indemnified Party in defending itself within thirty (30) days after receipt of any invoice therefor from the Indemnified Party. The Party not controlling such defense may participate therein at its own expense; provided, that if the Indemnifying Party assumes control of such defense and the Indemnified Party in good faith concludes, based on advice from counsel, that the Indemnifying Party and the Indemnified Party have conflicting interests with respect to such Claim, the Indemnifying Party shall be responsible for the reasonable fees and expenses of counsel to the Indemnified Party in connection therewith. The Party controlling such defense shall keep the other Party advised of the status of such action, suit, proceeding or claim and the defense thereof and shall consider recommendations made by the other Party with respect thereto.

8.3.3 Settlements. The Indemnified Party shall not agree to any settlement of such Claim without the prior written consent of the Indemnifying Party, which shall not be unreasonably withheld, delayed or conditioned. The Indemnifying Party shall not agree to any settlement of such Claim or consent to any judgment in respect thereof that does not include a complete and unconditional release of the Indemnified Party from all liability with respect thereto, that imposes any liability or obligation on the Indemnified Party or that acknowledges fault by the Indemnified Party without the prior written consent of the Indemnified Party.

8.3.4 Mitigation of Loss. Each Indemnified Party will take and will procure that its Affiliates take all such reasonable steps and actions as are necessary or as the Indemnifying Party may reasonably require in order to mitigate any Claims (or potential losses or damages) under this Article 8. Nothing in this Agreement shall or shall be deemed to relieve any Party of any common law or other duty to mitigate any losses incurred by it.

8.4 SPECIAL, INDIRECT AND OTHER LOSSES. EXCEPT FOR A BREACH OF ARTICLE 6 OR FOR CLAIMS OF A THIRD PARTY THAT ARE SUBJECT TO INDEMNIFICATION UNDER THIS ARTICLE 8, NEITHER NOVARTIS NOR XOMA, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR SUBLICENSEES, WILL BE LIABLE TO THE OTHER PARTY TO THIS AGREEMENT, ITS AFFILIATES OR ANY OF THEIR SUBLICENSEES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOST PROFITS OR ROYALTIES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), INDEMNITY OR CONTRIBUTION, AND IRRESPECTIVE OF WHETHER THAT PARTY OR ANY REPRESENTATIVE OF THAT PARTY HAS BEEN ADVISED OF,

OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF, ANY SUCH LOSS OR DAMAGE.

8.5 No Exclusion. Neither Party excludes any liability for death or personal injury caused by its negligence or that of its employees, agents or sub-contractors.

ARTICLE 9
TERM AND TERMINATION

9.1 Term; Expiration. This Agreement shall become effective on the Effective Date and, unless earlier terminated pursuant to this Article 9, shall remain in effect until the expiration of the Royalty Term throughout the Territory (the "Term"). Upon expiration of the Term, all rights and licenses granted to Novartis pursuant to Section 3.1 shall survive, and shall become fully paid-up, perpetual and irrevocable.

9.2 Termination for Cause.

9.2.1 If either Novartis or XOMA is in material breach of any material obligation hereunder, the non-breaching Party may give written notice to the breaching Party specifying the claimed particulars of such breach, and in the event such material breach is not cured within [*] after such notice (or, if such material breach relates to non-payment of monies due (a "Payment Breach"), then [*] after such notice), the non-breaching Party shall have the right thereafter to terminate this Agreement immediately by giving written notice to the breaching Party to such effect; provided, that, except with respect to [*], if [*] and [*] in accordance with [*] and [*], [*]. In the event that arbitration is commenced with respect to any alleged breach hereunder, no purported termination of this Agreement pursuant to this Section 9.2.1 shall take effect until the resolution of such arbitration. Any termination by any Party under this Section and the effects of termination provided herein shall be without prejudice to any damages or other legal or equitable remedies to which it may be entitled.

9.3 Termination by Novartis. Novartis may terminate this Agreement without cause at any time after the Effective Date in its entirety or on a Licensed Antibody-by-Licensed Antibody or country-by-country basis at any time on one hundred eighty (180) days prior written notice.

9.4 Effects of Expiration or Termination. Upon any early termination (but not expiration) of this Agreement in its entirety or termination with respect to a country in the Territory other than any termination by Novartis under Section 9.2.1 due to XOMA's breach:

9.4.1 Program Continuity. The Parties intend that upon any termination of this Agreement, in whole or in part, the transfer from Novartis to XOMA of rights, materials, data and documentation related to the Licensed Antibodies and Products that are the subject of such termination as described below be conducted as expeditiously as is reasonably practicable, with the goal of ensuring an uninterrupted supply of Products to patients (including to patients enrolled in any clinical trials that are in progress as of the date of such termination), and in keeping with sound scientific, clinical and manufacturing practices and all applicable Laws.

9.4.2 License Termination; Cessation of Development and Commercialization by Novartis. All rights and licenses granted to Novartis under this Agreement shall be terminated and of no further force and effect, provided that if such termination is only with respect to a particular Licensed Antibody or country, then such termination shall apply only to such Licensed Antibody and Products containing such Licensed Antibody or with respect to the terminated countries, as applicable. Novartis shall cease its Development (except as set forth in Section 9.4.5) and Commercialization of such Licensed Antibodies and Products and in such countries as applicable, or, in the event of termination of this Agreement in its entirety, throughout the Territory.

9.4.3 Return of Confidential Information and Materials. If this Agreement is terminated in its entirety, Novartis shall promptly return to XOMA all Know-How, data, materials and other Confidential Information made available to Novartis by XOMA under this Agreement.

9.4.4 Licenses. Upon termination of this Agreement in whole or in part, except where Novartis has terminated this Agreement pursuant to Section 9.2, effective upon the date effective date of such termination:

(a) Novartis hereby grants XOMA [*] license under the Novartis Product IP (as defined below) solely to Develop, import, use, make, have made, offer for sale and sell, effective upon termination of this Agreement: (i) if this Agreement is terminated with respect to a particular Licensed Antibody, such Licensed Antibodies and Products containing such Licensed Antibody; (ii) if this Agreement is terminated with respect to a particular country, Licensed Antibodies and Products in such countries; and (iii) if this Agreement is terminated in full, Licensed Antibodies and Products throughout the Territory, subject to [*].

(b) Novartis hereby grants XOMA [*] license under the Novartis Product-Related IP (as defined below) solely in connection with XOMA's practice of its license granted under subsection (a) above, subject to [*].

(c) "Novartis Product IP" means (i) all Novartis Patents that [*] of a Licensed Antibody or Product, and (ii) all Know-How [*] in connection with this Agreement that [*] any Licensed Antibody or Product.

(d) "Novartis Product-Related IP" means (i) all Novartis Patents, other than the Novartis Patents included in the Novartis Product IP, that [*] any Licensed Antibody or Product, and (ii) all Know-How [*] in connection with this Agreement, other than the Know-How included in the Novartis Product IP, that [*] any Licensed Antibody or Product.

(e) XOMA may decline to accept at any time either or both of the licenses set forth in subsections (a) and (b) above upon written notice to Novartis. Novartis shall [*] for any [*] to the extent arising from [*] set forth in [*].

9.4.5 Clinical Development Activities. With respect to any clinical Development activities of Novartis directed to the Products with respect to the terminated countries that are in progress at the time of notice of termination, at XOMA's election prior to

the effective date of termination, Novartis shall to the extent not prohibited by applicable Law or any Regulatory Authority transfer to XOMA any such clinical Development activities, including responsibility for payment of all fees, costs and expenses associated with such clinical Development activities, and forward all interim and final reports and underlying data from such activities to XOMA to enable such clinical Development activities to be transferred to XOMA without interruption. Such transfer shall [*] in accordance with Section [*], unless [*] in accordance with Section [*], in which case [*].

9.4.6 Regulatory Filings. To the extent permitted by applicable Law, and within thirty (30) days of XOMA's request, Novartis will promptly assign to XOMA all Regulatory Approvals and Regulatory Materials submitted and Controlled by Novartis for the Products solely with respect to the terminated countries and/or Products (as applicable). If Novartis is restricted under applicable Law from transferring ownership of any of the foregoing items to XOMA (including in order to continue to conduct any transition activities as contemplated in this Section 9.4, including the conduct of clinical Development activities, if applicable, pursuant to Section 9.4.5 above), Novartis shall grant XOMA (or its designee) an exclusive right of reference or use to such item. Novartis shall, [*], take actions reasonably necessary to effect such transfer or grant of right of reference or use to XOMA, including by making such filings as may be required with Regulatory Authorities and other governmental authorities in the Territory that may be necessary to record such assignment or effect such transfer. Such transfer shall [*] in accordance with Section [*], unless [*] in accordance with Section [*], in which case [*]. All such Regulatory Approval and Regulatory Materials shall be deemed to be XOMA's Confidential Information as of the effective date of such termination and the exceptions in Sections 6.1(a) and (e) shall not apply to Novartis with respect to such Regulatory Approval and Regulatory Filings.

9.4.7 Data. Within thirty (30) days of the effective date of such termination, Novartis shall transfer and assign to XOMA, all data from preclinical, non-clinical and clinical studies conducted by or on behalf of Novartis, its Affiliates or sublicensees relating to any Licensed Antibodies or Products and all pharmacovigilance data (including all adverse event databases) relating to any Licensed Antibodies or Products, which data shall be deemed to be XOMA's Confidential Information as of the effective date of such termination and the exceptions in Sections 6.1(a) and (e) shall not apply to Novartis with respect to such data. At XOMA's request, Novartis shall provide XOMA with assistance with any inquiries and correspondence with Regulatory Authorities relating to any Licensed Antibody or Product for a period of twelve (12) months after such termination. Such transfer shall [*] in accordance with Section [*], unless [*] in accordance with Section [*], in which case [*].

9.4.8 Inventory Transfer. As requested by XOMA, Novartis shall transfer to XOMA or its designee any and all inventory of Licensed Antibodies and Products (including all research materials, final product, bulk drug substance, intermediates, work-in-process, formulation materials, reference standards, drug product clinical reserve samples, packaged retention samples, and the like) then in the possession of Novartis, its Affiliates or sublicensees. Such activities shall [*] in accordance with Section [*], unless [*] in accordance with Section [*], in which case [*].

9.4.9 Patent Prosecution and Enforcement. After the effective date of termination, Novartis shall promptly transfer to XOMA, and XOMA shall thereafter be solely responsible for, the prosecution and maintenance of the XOMA Patents. Such transfer shall [*] in accordance with Section [*], unless [*] in accordance with Section [*], in which case [*].

9.4.10 Termination Press Releases. In the event of termination of this Agreement for any reason and subject to the provisions of Section 6.3.1, the Parties shall cooperate in good faith to coordinate public disclosure of such termination and the reasons therefor, and shall not, except to the extent required by applicable Law, disclose such information without the prior approval of the other Party. The principles to be observed in such disclosures shall be accuracy, compliance with applicable Law and regulatory guidance documents, and reasonable sensitivity to potential negative investor reaction to such news.

9.4.11 [*] Additional Transition Assistance, and Other Matters. The Parties shall timely [*] that are [*] as well as any additional transition assistance that may be reasonably requested by XOMA (to be undertaken [*] to the extent [*]). [*] may also include [*] relating to the terminated Licensed Products; however, [*]. In the event that, [*] (or such [*] as the Parties may agree), [*] as to any [*] in connection therewith, [*] notice to the other Party [*] pursuant to this Section 9.4.11. Notwithstanding the foregoing, [*], by providing [*] with written notice [*] (or [*] pursuant to the preceding sentence), [*], it being understood that, in such event, [*]; provided that if [*] that are [*], then upon such notice being provided, [*] and shall [*] unless and until [*] that are [*]. Following such notice, the Parties shall [*] and [*], which [*] and [*] and [*], and shall [*]. If the Parties [*], then each Party shall [*] and [*], provided that [*], and [*] under this Section 9.4.11. [*] (or [*], as the case may be), each Party will [*] and [*] for the [*] and [*], [*]. The Parties will also [*] this Agreement, as may be amended at such time. [*], each Party [*]. Neither Party may [*] other than for the sole purpose of [*] or as expressly permitted in this Section 9.4.11; provided that [*] if [*] and [*], in which event [*]. [*] (or, if [*], then [*]), [*] provided [*] consistent with [*] this Agreement. [*]. [*], and [*] or [*]. The Parties shall [*], however, each Party shall [*] under this Section 9.4.11.

9.5 Effects of Termination for Novartis Termination due to XOMA Breach. Upon any early termination of this Agreement in its entirety by Novartis under Section 9.2.1 due to XOMA's breach, then in addition to any other right or remedy Novartis may have, at Law or in equity, then the following Sections shall survive such termination [*].

ARTICLE 10 ACCRUED RIGHTS; SURVIVING PROVISIONS.

10.1.1 Termination, relinquishment or expiration of this Agreement for any reason shall be without prejudice to any rights that shall have accrued to the benefit of any Party prior to such termination, relinquishment or expiration, including the payment obligations under Article 4 hereof, and any and all damages or remedies arising from any breach hereunder. Such termination, relinquishment or expiration shall not relieve any Party from obligations which are expressly indicated to survive termination of this Agreement.

10.1.2 In addition to any other provisions of this Agreement that are elsewhere expressly stated to survive, the provisions of [*] shall survive the termination of this Agreement in its entirety or expiration of this Agreement for any reason, in accordance with their respective

terms and conditions, and for the duration stated, and where no duration is stated, shall survive indefinitely. In addition: (a) [*] shall survive for a period of [*] years after the effective date of termination or expiration of this Agreement, and (b) Section [*] shall survive for a period of [*] years after the effective date of termination or expiration of this Agreement.

ARTICLE 11
MISCELLANEOUS

11.1 Dispute Resolution. If a dispute between the Parties arises under this Agreement, either Party shall have the right to refer such dispute in writing to the respective Executive Officers, and such Executive Officers shall attempt in good faith to resolve such dispute. If the Parties are unable to resolve a given dispute pursuant to the preceding sentence within thirty (30) days after referring such dispute to the Executive Officers, either Party may have the given dispute settled in court pursuant to the remainder of this Section 11.1. Each Party irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York for the purposes of any suit, action or other proceeding arising out of this Agreement. Each Party agrees to commence any such action, suit or proceeding in the United States District Court for the Southern District of New York or if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in the Supreme Court of the State of New York, New York County. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any such action, suit or proceeding arising out of this Agreement in the United States District Court for the Southern District of New York, and hereby and thereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Notwithstanding anything in this Agreement to the contrary, a Party may seek a temporary restraining order or a preliminary injunction from any court of competent jurisdiction, at any time, in order to prevent immediate and irreparable injury, loss, or damage on a provisional basis, pending the resolution of any dispute hereunder, including under this Section 11.1.

11.2 Governing Law. This Agreement and any dispute arising from the performance or breach hereof shall be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to any choice of law rules. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any subject matter hereof.

11.3 Assignment. Neither Party may assign this Agreement, in any manner including by operation of law, without the consent of the other Party, except as otherwise provided in this Section 11.3. Either Party may assign this Agreement in whole or in part to any Affiliate without the consent of the other Party. Either Party may also assign this Agreement, without the consent of the other Party, to any successor or Third Party that acquires all or substantially all of the business or assets of the assigning Party to which this Agreement relates, whether by sale, transfer, merger, reorganization, operation of law or otherwise, and Novartis may assign this Agreement to any Third Party in connection with any divestiture undertaken to satisfy an applicable governmental authority or agency; provided, that in each case such assigning Party provides the other Party with written notice of such assignment and the assignee agrees in

writing to assume performance of all assigned obligations. The terms of this Agreement shall be binding upon and shall inure to the benefit of the successors, heirs, administrators and permitted assigns of the Parties. Any purported assignment in violation of this Section 11.3 shall be null and void.

11.4 Force Majeure. No Party shall be held liable or responsible to the other Party nor be deemed to be in default under, or in breach of any provision of, this Agreement for failure or delay in fulfilling or performing any obligation (other than a payment obligation) of this Agreement when such failure or delay is due to force majeure, and without the fault or negligence of the Party so failing or delaying. For purposes of this Agreement, force majeure is defined as causes beyond the reasonable control of the Party, including acts of God; material changes in Law; war; civil commotion; destruction of production facilities or materials by fire, flood, earthquake, explosion or storm; labor disturbances; epidemic; and failure of public utilities or common carriers. In such event XOMA or Novartis, as the case may be, shall immediately notify the other Party of such inability and of the period for which such inability is expected to continue. The Party giving such notice shall thereupon be excused from such of its obligations under this Agreement as it is thereby disabled from performing for so long as it is so disabled for up to a maximum of ninety (90) days, after which time XOMA and Novartis shall promptly meet to discuss in good faith how to best proceed in a manner that maintains and abides by the Agreement. To the extent possible, each Party shall use reasonable efforts to minimize the duration of any force majeure.

11.5 Notices. Any notice or request required or permitted to be given under or in connection with this Agreement shall be given in writing and personally delivered or sent by certified mail (return receipt requested), facsimile transmission (receipt verified), or overnight express courier service (signature required), prepaid, to the Party for which such notice is intended, at the address set forth for such Party below:

If to XOMA:

XOMA (US) LLC
2910 Seventh Street
Berkeley, California 94710
Attention: Legal Department
Fax: 510-644-2011

With a required copy to:

Cooley LLP
3175 Hanover Street
Palo Alto, CA 94304-1130
Attention: Barbara A. Kosacz
Fax: +1 650 849 7400

If to Novartis:

Novartis International Pharmaceutical Ltd.
131 Front Street
Hamilton HM 12 Bermuda
Attn: General Counsel
Fax: (441) 296-5083

with a required copy to:

Novartis Institutes for BioMedical Research, Inc.
220 Massachusetts Avenue
Cambridge, Massachusetts 02139
Attn: General Counsel
Fax: (617) 871-3354

or to such other address for such Party as it shall have specified by like notice to the other Parties, provided that notices of a change of address shall be effective only upon receipt thereof. If delivered personally or by facsimile transmission, the date of delivery shall be deemed to be the date on which such notice or request was given. If sent by overnight express courier service, the date of delivery shall be deemed to be the next Business Day after such notice or request was deposited with such service. If sent by certified mail, the date of delivery shall be deemed to be the third (3rd) Business Day after such notice or request was deposited with the U.S. Postal Service.

11.6 Export Clause. Each Party acknowledges that the Laws of the United States restrict the export and re-export of certain commodities and technical data of United States origin. Each Party agrees that it will not export or re-export restricted commodities or the technical data of the other Party in any form without the appropriate United States and foreign government licenses. Novartis shall not be required by the terms of this Agreement to be directly or indirectly involved in the provision of goods, services or technical data that may be prohibited by applicable export control, economic sanctions laws and anti-boycott regulations of the United States and other governments ("Trade Control Laws") if performed by Novartis. It shall be in the sole discretion of Novartis to refrain from being directly or indirectly involved in the provision of goods, services or technical data that may be prohibited by applicable Trade Control Laws.

11.7 Waiver. Neither Party may waive or release any of its rights or interests in this Agreement except in writing. The failure of either Party to assert a right hereunder or to insist upon compliance with any term of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition. No waiver by either Party of any condition or term in any one or more instances shall be construed as a continuing waiver of such condition or term or of another condition or term.

11.8 Severability. If any provision hereof should be held invalid, illegal or unenforceable in any jurisdiction, the Parties shall negotiate in good faith a valid, legal and enforceable substitute provision that most nearly reflects the original intent of the Parties and all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be

liberally construed in order to carry out the intentions of the Parties hereto as nearly as may be possible. Such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction.

11.9 Certain Amendments. Simultaneously with the execution of this Agreement, the Parties shall, or shall cause their Affiliates (as may be applicable), to execute (a) an amendment in the form of **EXHIBIT F** to the Note, (b) an amendment in the form of **EXHIBIT G** to the Security Agreement dated May 26, 2005, as amended, between XOMA and NVDI, which was assigned by NVDI to NIBR immediately prior to the execution of this Agreement, and (c) an amendment in the form of **EXHIBIT H** to the Amended and Restated Research, Development and Commercialization Agreement, dated July 1, 2008, as amended, between XOMA and NVDI.

11.10 Entire Agreement. This Agreement, together with the Schedules and Exhibits hereto, set forth all the covenants, promises, agreements, warranties, representations, conditions and understandings between the Parties and supersede and terminate all prior agreements and understanding between the Parties with respect to the subject matter of this Agreement. In particular, and without limitation, this Agreement supersedes and replaces the Existing Confidentiality Agreement and any and all term sheets relating to the transactions contemplated by this Agreement and exchanged between the Parties prior to the Effective Date. There are no covenants, promises, agreements, warranties, representations, conditions or understandings, either oral or written, between the Parties with respect to the subject matter of this Agreement other than as set forth herein and therein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by the respective authorized officers of the Parties.

11.11 Independent Contractors. Nothing herein shall be construed to create any relationship of employer and employee, agent and principal, partnership or joint venture between the Parties. Each Party is an independent contractor. Neither Party shall assume, either directly or indirectly, any liability of or for the other Party. Neither Party shall have the authority to bind or obligate the other Party and neither Party shall represent that it has such authority.

11.12 Headings; Construction; Interpretation. Headings used herein are for convenience only and shall not in any way affect the construction of or be taken into consideration in interpreting this Agreement. The terms of this Agreement represent the results of negotiations between the Parties and their representatives, each of which has been represented by counsel of its own choosing, and neither of which has acted under duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and each of the Parties hereto hereby waives the application in connection with the interpretation and construction of this Agreement of any rule of Law to the effect that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party whose attorney prepared the executed draft or any earlier draft of this Agreement. Any reference in this Agreement to an Article, Section, subsection, paragraph, clause, Schedule or Exhibit shall be deemed to be a reference to any Article, Section, subsection, paragraph, clause, Schedule or Exhibit, of or to, as the case may be, this Agreement. Except where the context otherwise requires, (a) any reference to any Law refers to such Law as from time to time enacted, repealed

or amended or any replacement thereof, (b) the words "herein," "hereof" and "hereunder," and words of similar import, refer to this Agreement in its entirety and not to any particular provision hereof, (c) the words "include," "includes," and "including," shall be deemed to be followed by the phrase "but not limited to," "without limitation" or words of similar import, (d) the word "or" is used in the inclusive sense (and/or), (e) provisions that refer to Persons acting "under the authority of Novartis" shall include Novartis' Affiliates or sublicensees and those Persons acting "under the authority of XOMA" shall include XOMA's Affiliates or licensees (other than Novartis); conversely, those Persons acting "under the authority of Novartis" shall exclude XOMA, its Affiliates and licensees and those Persons acting "under the authority of XOMA" shall exclude Novartis, its Affiliates and sublicensees; (f) the word "notice" shall require notice in writing (whether or not specifically stated) and shall include notices, consents, approvals and other written communications contemplated under this Agreement; (g) words of any gender include the other gender; (h) words using the singular or plural number also include the plural or singular number, respectively; and (i) provisions that require that a Party or the Parties "agree," "consent" or "approve" or the like shall require that such agreement, consent or approval be specific and in writing.

11.13 Further Actions. Each Party shall execute, acknowledge and deliver such further instruments, and do all such other acts, as may be necessary or appropriate in order to carry out the expressly stated purposes and the clear intent of this Agreement.

11.14 Parties in Interest; No Third Party Beneficiary Rights. All of the terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by the Parties hereto and their respective successors, heirs, administrators and permitted assigns. The provisions of this Agreement are for the sole benefit of the Parties and their successors and permitted assigns, and they shall not be construed as conferring any rights to any Third Party (including any third party beneficiary rights).

11.15 Performance by Affiliates. To the extent that this Agreement imposes obligations on Affiliates of a Party, such Party agrees to cause its Affiliates to perform such obligations.

11.16 Extension to Affiliates. Novartis shall have the right to extend the rights and obligations granted in this Agreement to one or more of its Affiliates. All applicable terms and provisions of this Agreement shall apply to any such Affiliate to which this Agreement has been extended to the same extent as such terms and provisions apply to Novartis. Novartis shall remain directly liable for any acts or omissions of its Affiliates, and Novartis hereby expressly waives any requirement that XOMA exhaust any right, power or remedy, or proceed directly against such Affiliate, for any obligation or performance hereunder prior to proceeding directly against Novartis.

11.17 Counterparts. This Agreement may be signed in counterparts, each and every one of which shall be deemed an original, notwithstanding variations in format or file designation which may result from the electronic transmission, storage and printing of copies from separate computers or printers. Facsimile signatures and signatures transmitted via PDF shall be treated as original signatures.

[*Signature page to follow***]**

[*Signature page to License Agreement*]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

XOMA (US) LLC

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

NOVARTIS INTERNATIONAL PHARMACEUTICAL LTD.

By: /s/ H.S. Zivi
Name: H.S. Zivi
Title: Director

By: /s/ Michael Jones
Name: Michael Jones
Title: Director

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT A-1 – [*]

[*]

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT A-2 - XOMA Core Patents

[*]

]

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT B – Form of Novartis Invoice

Sender's Logo

Street
Town, Country
Phone and Fax Nr.

INVOICE
INVOICE DATE:
__ _____ 20__

INVOICE No.: XXXX

Bill To:

For:
[Product X Royalties 1st Quarter 20__]
[(or Milestone for event Y)]

P.O. Box HM 2899
Hamilton, HM LX, Bermuda
Attn: Simon Zivi/Laurieann Chaikowsky

And via fax to no. +1 441 296 5083

DESCRIPTION [*Please specify the event for which the invoice is due]*	**AMOUNT (USD)**
Product X [royalties] [January – March 20__] calculated based on Novartis provided [sales & royalty report] (see attached worksheet) [(Or milestone payment for event Y, according to paragraph XY of agreement ZZZZ dated ……)] Novartis Contract Code **Please remit by wire transfer within [[___] days] to:** Receiving Bank - …….. Swift Code - …….. ABA Number - …….. Credit Account - …….. Beneficiary - ……..	US$ 000'000.00
TOTAL	000'000,00

If you have any questions concerning this invoice, contact ……
or e-mail to ……..
VAT -Reg. No. Xxxxxxxxxx (if applicable)

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT C – Inventory

[*]

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT D – XOMA Third Party Agreements

[*]

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT E – [*]

[*]

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT F – Form of Amendment to the Note

{Filed as Exhibit 10.3 to the Quarterly Report}

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT G – Form of Amendment to the Security Agreement

AMENDMENT TO SECURITY AGREEMENT

THIS AMENDMENT TO SECURITY AGREEMENT (this "Amendment"), dated as of September 30, 2015, is entered into between XOMA (US) LLC, a Delaware limited liability company (the "Company") and Novartis Institutes for BioMedical Research, Inc., a Delaware corporation ("NIBR").

RECITALS

A. The Company and NIBR are parties to that certain Security Agreement dated as of May 26, 2005, as amended (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and that certain Secured Note Agreement, dated May 26, 2005, as amended (as amended, restated, supplemented or otherwise amended from time to time, the "Note"), which in each case were assigned from Novartis Vaccines and Diagnostics, Inc. (f/k/a Chiron Corporation) to NIBR immediately prior to the execution of this Amendment.

B. The Company and NIBR are concurrently herewith entering into an amendment to the Note to, among other things, extend the maturity date of the Note.

C. The Company and Novartis International Pharmaceutical Ltd., a corporation organized under the laws of Bermuda ("Novartis") are concurrently herewith entering into that certain License Agreement dated the date hereof (the "License").

D. The Company and NIBR desire to amend the Security Agreement on the terms set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Definitions. Capitalized terms used herein but not otherwise defined shall have the meaning given to such terms in the Security Agreement.

2. Amendments to Security Agreement.

2.1 Recital A of the Security Agreement is hereby amended and restated in its entirety as follows:

"A. In accordance with that certain Secured Note Agreement, dated as of May 26, 2005, between the Company and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Note") and that certain Research, Development and Commercialization Agreement dated as of May 26, 2005 between the Company and Novartis

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

Vaccines and Diagnostics, Inc. (f/k/a Chiron Corporation) (the "Collaboration Agreement"), the Lender has agreed to make loans to the Company;"

2.2 Section 2 of the Security Agreement is hereby amended and restated in its entirety as follows:

"2. Collateral. The Collateral shall consist of all right, title and interest of the Company in and to the following, whether now existing or hereafter acquired:

(a)the Company's interest in the Collaboration and its share of Pre-tax Profits from Collaboration Products (as each such term is defined in the Collaboration Agreement), payable to the Company pursuant to Section 6.2 of the Collaboration Agreement as well as the Company's interest in all milestone payments, royalty-style payments or option payments that may become due to Company pursuant to the Amended and Restated Research, Development and Commercialization Agreement, effective as of July 1, 2008 by and between Novartis Vaccines and Diagnostics, Inc. (f/k/a Chiron Corporation) and the Company, as amended; and

(b) the Company's interest in all upfront fees, milestone payments, and royalty payments that may become due to Company pursuant to the License; and

(c)all proceeds of the foregoing Collateral."

3. Limitation of Amendments. Except as expressly provided herein and modified hereby, the Security Agreement shall remain unmodified and in full force and effect. This Amendment shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of the Security Agreement or any of the instruments or agreements referenced therein, or (b) otherwise prejudice any right or remedy which NIBR may now have or may have in the future under or in connection with the Security Agreement or any of the instruments or agreements referenced therein. This Amendment shall be construed in connection with and as part of the Security Agreement and all terms, conditions, representations, warranties, covenants and agreements set forth in the Security Agreement, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. Representations and Warranties; No Default: By its execution hereof, the Company hereby certifies to NIBR as follows:

4.1 The representations and warranties of the Company set forth in the Security Agreement are true and correct as of the date hereof; and

4.2 No default has occurred and is continuing which with the giving of notice or the passage of time would become an Event of Default, and no Event of Default has occurred and is continuing or will arise immediately after giving effect to or as a result of this Amendment.

5. Assignment. The parties acknowledge and agree that NIBR may assign or transfer its rights and obligations in the Security Agreement to any permitted transferee of the Note without the prior written consent of the Company.

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

6. Further Assurances. The Company shall execute and deliver such other documents, and take such other actions, as may be requested by NIBR from time to time to give effect to the provisions of this Amendment.

7. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Entire Agreement. This Amendment, together with the Security Agreement and the Note constitute and contain the entire agreement of NIBR and the Company with respect to their respective subject matters, and supersede any and all prior agreements and understandings relating to the subject matter thereof.

[*signature pages follow*]

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

XOMA (US) LLC

By: /s/ Jim R. Neal

Name: Jim R. Neal
Title: VP Business Development

NOVARTIS INSTITUTES FOR BIOMEDICAL RESEARCH, INC.

By: /s/ Christian Klee

Name: Christian Klee
Title: VP + CFO

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT H – Form of Amendment to the Amended and Restated Research, Development and Commercialization Agreement

{Filed as Exhibit 10.4 to the Quarterly Report}

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

SCHEDULE 1 – Exceptions to Representations and Warranties

[*]

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

Exhibit 10.3

NOVARTIS INSTITUTES FOR BIOMEDICAL RESEARCH, INC.
250 Massachusetts Ave.
Cambridge, MA 02139

September 30, 2015

XOMA (US) LLC
2910 Seventh Street
Berkeley, California 94710

Attention:

Re: Secured Note Agreement

Ladies and Gentlemen:

Reference is made to that certain Secured Note Agreement, dated May 26, 2005, as amended (the "Note"), between XOMA (US) LLC, a Delaware limited liability company ("XOMA"), and Novartis Vaccines and Diagnostics, Inc. (f/k/a Chiron Corporation), a Delaware corporation ("NVDI"), which was assigned by NVDI to Novartis Institutes for BioMedical Research, Inc. ("NIBR") with XOMA's consent immediately prior to the execution of this letter agreement.

XOMA and NIBR hereby agree to the terms of this letter agreement as an amendment to the Note. Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Note, unless the context requires otherwise.

XOMA and NIBR hereby acknowledge and agree that as of June 30, 2015, the outstanding principal amount of the Loans, together with all accrued and unpaid interest thereon, is US$13,524,698.62.

Section 2(e) of the Note is hereby amended and restated to read in its entirety as follows:

"(e) Maturity Date. Unless earlier accelerated by the reason of the occurrence of an Event of Default (as provided in Section 5 below), any unpaid principal amount of any Loan owed by the Company to the Lender, together with all accrued and unpaid interest thereon, shall be due and payable in full on September 30, 2020."

Section 4(e) of the Note is hereby deleted in its entirety.

A new Section 4(g) is hereby added to the Note and shall read as follows:

"4(g) Loan Reduction. Upon the achievement of Development and Regulatory Milestone Number 2 (i.e., Dosing of the first patient in the first Phase II Clinical Trial) (as such terms are defined under that certain License Agreement entered into between Company and Novartis International Pharmaceutical Ltd., dated September 30, 2015), the amount of the then-

outstanding principal and accrued and unpaid interest on the Note shall be reduced by US$7,300,000, but in no event to an amount less than zero."

Section 8(a) of the Note is hereby amended and restated to read as follows:

"(a) If to the Lender, to:

Novartis Institutes for BioMedical Research, Inc.
250 Massachusetts Ave.
Cambridge, MA 02139
Facsimile: (617) 871-5786
Attention: General Counsel"

The definition of "Security Agreement" contained in the Note is hereby amended to refer to that certain Security Agreement dated as of May 26, 2005, as amended, restated, supplemented or otherwise modified from time to time.

Except as expressly stated herein, provisions of the Note remain in full force and effect.

This letter agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Please confirm that the foregoing is in accordance with your understanding by acknowledging your agreement in the space provided below.

Very truly yours,

NOVARTIS INSTITUTES FOR BIOMEDICAL RESEARCH, INC.

By: /s/ Christian Klee
Name: Christian Klee
Title: VP+CFO

XOMA (US) LLC

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

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

Exhibit 10.4

NOVARTIS VACCINES AND DIAGNOSTICS, INC.
5300 Chiron Way
Emeryville, California 94608

September 30, 2015

XOMA (US) LLC
2910 Seventh Street
Berkeley, California 94710

Attention:

Re: CD40 Agreement

Ladies and Gentlemen:

Reference is made to (i) that certain Amended and Restated Research, Development and Commercialization Agreement, dated July 1, 2008, as amended (the "CD40 Agreement"), between XOMA (US) LLC, a Delaware limited liability company ("XOMA"), and Novartis Vaccines and Diagnostics, Inc. (f/k/a Chiron Corporation), a Delaware corporation ("NVDI").

XOMA and NVDI hereby agree to the terms of this letter agreement as an amendment to the CD40 Agreement. Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the CD40 Agreement, unless the context requires otherwise.

Section 1.41 of the CD40 Agreement is hereby amended and restated in its entirety as follows:

"**1.41 Royalty-Style Payment Period"** means, with respect to any Collaboration Product, Resumed Product, NVDI Ongoing Product, XOMA Ongoing Product or Reactivated Product, the longer of (i) the period during which such Product is covered by a Valid Claim of Related XOMA Patent Rights or Related NVDI Patent Rights as the case may be or (ii) ten (10) years from the launch of such Product on a country-by-country basis."

The Parties acknowledge and agree that the milestone set forth in Section 3.3(a) of the CD40 Agreement has been paid in full.

Section 3.6(a) of the CD40 Agreement is hereby amended and restated in its entirety as follows:

"**(a)** Subject to the adjustment provisions of Section 3.6(g), NVDI shall pay to XOMA royalty-style payments on Net Sales of each Collaboration Product [*] at the following rates during the applicable Royalty-Style Payment Period:

(i) [*] of the portion of the aggregate Net Sales for such Collaboration Product in each calendar year that is equal to or less than [*];

(ii) [*] of the portion of the aggregate Net Sales for such Collaboration Product in each calendar year that is greater than [*] and equal to or less than [*]; and

(iii) [*] of the portion of the aggregate Net Sales for such Collaboration Product in each calendar year that is greater than [*]."

Except as expressly stated herein, all provisions of the CD40 Agreement remain in full force and effect. [*].

This letter agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Please confirm that the foregoing is in accordance with your understanding by acknowledging your agreement in the space provided below.

Very truly yours,

NOVARTIS VACCINES AND DIAGNOSTICS, INC.

By: _____
Name: MARIA A. ROCCA-ICHIKAWA
Title: DIRECTOR, FINANCE

XOMA (US) LLC

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

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

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.

/s/ JOHN VARIAN

Date: November 5, 2015

John Varian
Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Thomas Burns, 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 5, 2015

/s/ THOMAS BURNS

Thomas Burns

Vice President, Finance, and Chief Financial Officer

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 Thomas Burns, 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, 2015, 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 5th day of November, 2015.

/s/ JOHN VARIAN
John Varian
Chief Executive Officer

/s/ THOMAS BURNS
Thomas Burns
Vice President, Finance, and Chief Financial Officer

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.