SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): February 7, 2014

Xenetic Biosciences, Inc.
(Exact name of registrant as specified in its charter)

Nevada	333-178082	45-2952962
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

99 Hayden Avenue, Suite 230
Lexington MA 02421
(Address of principal executive offices)

Registrant's telephone number, including area code: 781-778-7722

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

[ ] Written communications pursuant to Rule 425 under the Securities Act (17CFR 230.425)
[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers

On February 7, 2014, our board of directors appointed Dr. Timothy R. Coté to serve as a member of the board of directors. Dr. Coté is a leading national regulatory expert in orphan drug development. With 22 years of federal service at the Food and Drug Administration, the National Institute of Health, and the Center for Disease Control. Most recently, Dr. Coté served as the Director of the FDA Office of Orphan Products Development from 2007-2011. Dr. Coté was instrumental in implementing the Orphan Drug Act and personally signed more than 800 orphan drug designations. Dr. Coté is the principal and CEO of Coté Orphan Consulting, LLC, a regulatory affairs advisory firm based in Silver Spring, MD, that provides valuable strategic planning and execution services to companies developing or seeking to develop orphan products.

Dr. Coté is party to a letter agreement (the "Agreement") with us under which he is entitled to an annual fee of $25,000, paid in quarterly installments, for his service on the board. In addition, the Agreement provides for payment of an additional annual fee of between $3,000 and $10,000 as compensation for attendance at up to four board meetings per year. The Agreement further provides for issuance of options to purchase up to 50,000 shares of our common stock upon the occurrence of certain product milestones. Under the Agreement, Dr. Coté's consulting firm, Coté Orphan Consulting, LLC, shall have the exclusive right to advise us on all orphan drug filings with the U.D. Food and Drug Administration for so long as Dr. Coté remains a member of the board of directors. The foregoing is a summary of the material terms of the Agreement, which should be reviewed in its entirety for additional information.

Except as otherwise set forth herein, Dr. Coté has not had any material direct or indirect interest in any of our transactions or proposed transactions over the last two years.

Item 9.01 Financial Statements and Exhibits

Exhibit No.	Description
10.1	Agreement with Dr. Timothy R. Coté
99.1	Press Release dated February 10, 2014

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 hereunto duly authorized.

Xenetic Biosciences, Inc.

/s/ M. Scott Maguire
M. Scott Maguire
President, Chief Executive Officer

Date: February 10, 2014

Xenetic Biosciences Plc
3rd Floor, Greener Housse
66-68 Haymarket
London, SW1Y 4RF
t 0203 021 1500
e info@xeneticbio.com

January 2nd, 2014

Tim Coté
Cote Orphan Consulting, LLC
Timothy R Cote
8630 Fenton Street, Suite 730
Silver Spring, MD 20910

Dear Dr. Coté:

This is to confirm the terms of your proposed appointment as a non-employee Director of a Nevada corporation to be named Xenetic Biosciences, Inc. (the "**Company**"), which appointment is contingent upon the (1) closing of the pending transaction (the "**Transaction**") between the Company and Xenetic BioSciences PLC ("**Xenetic**") and (2) board of directors of the Company appointing you as a Director, which is anticipated to occur immediately after completion of the Transaction.

Overall, in terms of time commitment, we expect your attendance at all the Board of Directors (the "**Board**") meetings and meetings of such committees of the Board that you will be appointed to (as applicable). In addition, you will be expected to devote appropriate preparation time ahead of each meeting.

By accepting this appointment, you have confirmed that you are able to allocate sufficient time to meet the expectations of this position.

For and in consideration of the services to be performed by you, Company agrees to pay you as follows:

1.1 **Fee**. A fee equal to $25,000 (Twenty-Five Thousand U.S. Dollars) per annum, payable quarterly (the "**Board Meeting Fee**") for attendance up to six board meetings a year and a fee between $3,000 (Three Thousand U.S. Dollars) and $10,000 (Ten Thousand U.S. Dollars), per annum, payable quarterly (the "**Committee Meeting Fee**", and together with the Board Meeting Fee, the "**Fee**") for attendance up to four meetings a year per Board committee you are appointed to, with such Committee Meeting Fee to be determined by the Board.

Stock Options. Subject to all approvals required by law, the Company will grant you, from time to time on the occurrence of each milestone achievement (a "**Milestone**"), pursuant to an equity incentive plan or such other plan to be adopted by the Company (the "**Plan**") and upon such terms and conditions as determined by the Compensation Committee or the Board (as applicable), options to purchase 50,000 shares of the Company's common stock (the "**Options**"). Each Milestone will occur when each of the following events: (a) 60 days following the submission of an IND without the receipt of a "clinical hold" letter from FDA; (b) award of product licensing (BLA or NDA) for an Orphan designated drug or a drug that targets an orphan indication;

1.2. Term of Options. All Options, if and to the extent granted according to Section 1.2 above, shall be in effect for a period of 10 years commencing immediately after the vesting of all Options granted to you under this letter of appointment, and shall expire immediately thereafter. Without derogating from the aforesaid, if the Plan that shall be approved by the Company shall include additional provisions related to expiration of Options, such provisions shall also apply with respect to all Options granted to you under this letter of appointment.

1.2.2 Vesting. All Options granted to you shall vest automatically upon grant.

1.2.3 Price. The exercise price of the Options shall be the closing price of the Company's common stock on the date of the IND approval and as agreed by the Compensation Committee in accordance with the Plan.

1.2.4 General. All options granted to you shall be in effect subject to your continuous service as a member of the Board and subject to the terms and conditions of the Plan, including such terms related to vesting and expiration, and subject to such terms and conditions as will be approved by the Company, at its sole discretion. In case of contradiction between the provisions of this letter of appointment and the provisions of the Plan, the provisions of the Plan shall supersede.

1.2.5 Certain Representations. You represent and agree that you are accepting the shares of common stock being issued to you pursuant to this Agreement for your own account and not with a view to or for sale of distribution thereof. You understand that the securities are restricted securities and you understand the meaning of the term "restricted securities." You further represent that you were not solicited by publication of any advertisement in connection with the receipt of the shares and that you have consulted tax counsel as needed regarding the shares.

1.3 **Orphan Filings Exclusivity**. For so long as You are a director of the Company, You (which shall include Cote Orphan Consulting, LLC or any successor corporation thereto) shall have the exclusive right on all filings with the United States Food and Drug Administration related to "orphan drugs" (the "**Orphan Drug Exclusivity**"), with such costs and expenses related to such services to be mutually agreed upon. The Schedule attached provides guidance on services that You may provide to the Company. By mutual agreement the services may be provided by way of an annual retainer or according to the schedule attached.

1.4 Company agrees to reimburse you for out-of-pocket expenses incurred by you in connection with your service (including out-of-pocket expenses and transportation expenses, provided that such expenses are against original and valid receipts and pre-approved by the Company in writing (the "**Expenses**").

1.5 Payment of the Expenses, as applicable, shall be made against your itemized invoice following the receipt of the relevant invoice, which invoice shall be submitted to the Company within seven (7) days of the end of each calendar month during the term of this letter of appointment.

1.6 For the avoidance of any doubt, the Fee, the Options (subject to their terms), the Orphan Drug Exclusivity and the aforementioned Expenses constitute the full and final consideration for your appointment, and you shall not be entitled to any additional consideration, of any form, for your appointment and service.

2. The term of your appointment as a non-employee Director of the Company shall be for one year or until the next Meeting of Stockholders.

3. You will undertake such travelling as may reasonably be necessary for the performance of your duties, including travelling for Board meetings and site visits if required.

4. You will undertake such duties and powers relating to the Company and any subsidiaries or associated companies of the Company (the "**Group**") as the Board may from time to time reasonably request. Directors have the same general legal responsibilities to the Company as any other director. The Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising the Company's affairs, inter alia, as follows:

4.1 Providing entrepreneurial leadership of the Group within a framework of prudent and effective controls which enable risk to be assessed and managed; and

4.2 Setting the Group's strategic aims, ensures that the necessary financial and human resources are in place for the Group to meet its objectives and reviews management performance; and

4.3 Setting the Group's values and standards and ensures that its obligations to its shareholders and others are understood and met.

5. Confidential Information

5.1 You undertake to the Company that you shall maintain in strict confidentiality all trade, business, technical or other information regarding the Company, the Group, its affiliated entities and their business affairs including, without limitation, all marketing, sales, technical and business know-how, intellectual property, trade secrets, identity and requirements of customers and prospective customers, the Company's methods of doing business and any and all other information relating to the operation of the Company (collectively, the "**Confidential Information**"). You shall at no time disclose any Confidential Information to any person, firm, or entity, for any purpose unless such disclosure is required in order to fulfil your responsibilities as director. You further undertake that you shall not use such Confidential Information for personal gain.

"Confidential Information" shall not include information that (i) is or becomes part of the public domain other than as a result of disclosure by you, (ii) becomes available to you on a non-confidential basis from a source other than the Company, provided that the source is not bound with respect to that information by a confidentiality agreement with the Group or is otherwise prohibited from transmitting that information by a contractual legal or other obligation, or (iii) can be proven by you to have been in your possession prior to disclosure of the information by the Company. In the event that you are requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other process) to disclose any Confidential Information, it is agreed that you, to the extent practicable under the circumstances, will provide the Company with prompt notice of any such request or requirement so that the Company may seek an appropriate protective order or waive compliance with this paragraph 6. If a protective order or the receipt of a waiver hereunder has not been obtained, you may disclose only that portion of the Confidential Information which you are legally compelled to disclose.

5.2 Blackout Period. You understand that we have, or intend to have, a policy pursuant to which no officer, director or key executive may not engage in transactions in our stock during the period commencing the end of a fiscal quarter and ending the day after the financial information for the quarter and year have been publicly released. If you become a member of the audit committee and you have information concerning our financial results at any time, you may not engage in transactions in our securities until the information is publicly disclosed.

6. Term and Termination

6.1 Subject to paragraph 6.2 hereunder, this appointment shall terminate immediately and without claim for compensation on the occurrence of any of the following events:

6.1.1 if you resign as a director of the Company for any reason; and/or
6.1.2 if the Reverse Merger is not completed; and/or

6.1.3 if your were appointed by other directors in order to temporary fill vacancy on the Board and said appointment is cancelled by the Board; and/or

6.1.4 if you are removed or not re-appointed as a director of the Company at a General Meeting of the Company in accordance with the requirements of the Business Corporation Law of the State of Nevada and/or any other applicable law or regulation (the "**Law**") and/or the Company's Articles of Incorporation; and/or

6.1.5 if you have been declared bankrupt or made an arrangement or composition with or for the benefit of your creditors; and/or

6.1.6 if you have been disqualified from acting as a director (including, but not limited to, an event in which you are declared insane or become of unsound mind or become physically incapable of performing your functions as director for a period of at least 60 days); and/or

6.1.7 with your death and if you are a corporation or either entity, with your liquidation; and/or

6.1.8 if an order of a court having jurisdiction over the Company requires you to resign.

6.2 Any termination of this letter of appointment shall be without payment of damages or compensation (except that you shall be entitled to any accrued Fees or Expenses properly incurred under the terms of this letter of appointment prior to the date of such termination).

7. The Company will put directors' and officers' liability insurance in place within 60 days of this Letter and will use commercial reasonable effort to maintain such cover for the full term of your appointment.

8. On termination of this appointment, you shall return all property belonging to a Group company, together with all documents, papers, disks and information, howsoever stored, relating to a Group company and used by you in connection with this position with the Company.

9. Subject to the proper performance of your obligations to the Company under this letter of appointment and any applicable law, the Company agrees that you will be free to accept other appointments and directorships provided that:

9.1 They do not in any way conflict with the interests of the Company or any member of the Group; and

9.2 They do not restrict you from devoting the necessary time and attention properly to services to be performed under this letter of appointment; and

9.3 In the event that you become aware of any potential conflicts of interest, these must be disclosed to the Chairman and/or the Chief Executive Officer (the "**CEO**") of the Company as soon as they become apparent.

10. The performance of individual directors and the Board and its committees is evaluated annually. If, in the interim, there are any matters which cause you concern about your position, you should discuss them with the Chairperson and/or the CEO as soon as is appropriate.

11. In addition to any right pursuant to applicable law, occasions may arise when you consider that you need professional advice in the furtherance of your duties as a director. Circumstances may occur when it will be appropriate for you to seek such advice from independent advisors at the Company's expense, to the extent provided under applicable law and subject to the prior written approval of the CEO.

12. This letter refers to your appointment as a director of the Company and your (possible) membership of the audit, nomination, compensation and other committees of the Board.

13. You shall procure that you comply at all times with the Company's inside trading policies as in effect from time to time.

14. You shall discharge your general duties as a director pursuant to the Company's Articles of Incorporation of the Company and applicable law.

15. This letter of appointment shall be governed by and construed in accordance with the law of the State of Massachusetts.

Please sign the attached copy of this letter and return it to Xenetic to signify your acceptance of the terms set out above.

Sincerely yours,

XENETIC BIOSCIENCES PLC

/s/ M. Scott Maguire
Name: M. Scott Maguire
Title: Chief Executive Officer
AGREED AND ACKNOWLEDGED BY:

/s/ Tim Coté
Name of Director: Tim Coté

Address:

Coté Orphan Consulting, LLC
Timothy R Cote
8630 Fenton Street, Suite 730
Silver Spring, MD 20910

Xenetic Biosciences Appoints Timothy Coté, MD, MPH, Former Head of FDA Orphan Drug Division, to Board of Directors

Professor Gregory Gregoriadis, PhD, DSc to retire from Xenetic Biosciences UK subsidiary after 16 years of service

LEXINGTON, MA: February 10, 2014: Xenetic Biosciences, Inc. (OTCBB: GAIFD), a biopharmaceutical company developing next-generation biologic drugs and novel oncology therapeutics, today announced the appointment of Timothy Coté, MD, MPH, to the company's Board of Directors.

Scott Maguire, CEO of Xenetic Biosciences said, "We are delighted to welcome Tim to the board of Xenetic as his experience in heading the orphan drug division of the U.S. Food and Drug Administration (FDA) and deep knowledge on regulatory affairs in the U.S. and Europe, is a necessary addition to the skill set of the board as we move our products from research into the clinical phase of drug development. Tim's appointment is part of the planned changes reflecting the move to becoming a more clinically focused company with its key operations in the U.S. We now have a senior U.S. team with experience in the orphan drug market from both the industry and government perspectives, which will help us position our orphan drug candidates for regulatory approvals. Tim's appointment coupled with Baxter's $10 million investment and potential $100 million in cash milestones announced last week has provided an exciting start to our life in the U.S."

"I am excited to join the Xenetic board, particularly at this important stage in the company's history," said Dr. Coté. "With a lead product, ErepoXen®, in Phase 2 development and two additional product candidates moving into Phase 1 studies by next year with orphan drug status either granted or applied for in the U.S. and European markets, Xenetic is well positioned to create value for its shareholders."

Dr. Coté has had an extensive and successful career in the public health service with both government departments and patient advocacy groups. Dr. Coté most recently served as the Chief Medical Officer for the National Organization for Rare Disorders (NORD). Dr. Coté served for four years as the Director of the U.S. FDA Office of Orphan Products Development, where he oversaw a staff of 45 physicians, pharmacists and other professionals and a budget of $17 million in implementation of the U.S. Orphan Drug Act. Before joining the FDA, Dr. Cote was affiliated with the Centers for Disease Control and Prevention (CDC), serving as Country Director for Rwanda. Dr. Cote has also served as Senior Federal Advisor to the Director, District of Columbia Department of Health; Branch Chief, Therapeutics and Blood Safety, FDA Center for Biologics Evaluation and Research (CBER); and Medical Director, Cancer Statistics Branch, National Cancer Institute. In addition, Dr. Coté is Professor of Regulatory Practice at the Keek Graduate Institute teaching modules covering both U.S. and European regulatory affairs. Dr. Cote holds a B.A. from Syracuse University, MPH from Harvard School of Public Health, and MD from Howard University College of Medicine.

Professor Gregory Gregoriadis, PhD, DSc, who was a founder of our wholly-owned subsidiary, Xenetic Biosciences in the UK ("Xenetic UK") in 1997 and was both a director and Chief Scientific Officer of the UK company, has announced he is retiring after 16 years with the Company.

Scott Maguire commented, "It is with great personal regret that we announce the retirement of Professor Gregory Gregoriadis. As a founder of Xenetic, he was tireless in his support for his colleagues during its early development. Personally, I formed a strong working relationship with Gregory, but respect his decision to retire as the focus of the Company has moved to the U.S. and towards clinical development. We look forward to Gregory's continuing contribution as a member of our Scientific Advisory Board where his input around strengthening our patent portfolio will be valued."

About Xenetic Biosciences

Xenetic Biosciencesis is a biopharmaceutical company developing next-generation biologic drugs and novel oncology therapeutics. Xenetic's proprietary drug technology platforms include PolyXen® for creating next generation biologic drugs by extending the efficacy, safety and half-life of biologic drugs and OncoHist® for the development of novel oncology drugs focused on orphan indications. Xenetic's lead product candidates include ErepoXen®, an improved, polysialylated form of erythropoietin (EPO) for the treatment of anemia in pre-dialysis patients with chronic kidney disease and OncoHist®, a recombinant human histone H1.3 molecule which Xenetic is developing for the treatment of refractory Acute Myeloid Leukemia (AML). Xenetic is developing a novel series of polysialylated blood coagulation factors through its license agreement with Baxter International Inc. Xenetic is also developing a broad pipeline of clinical candidates for next generation biologics and novel oncology therapeutics in a number of orphan disease indications. For more information, please visit the company's website at www.xeneticbio.com.

Forward-Looking Statements

Certain statements in this press release are forward-looking within the meaning of the Private Securities Litigation Reform Act of 1995. These statements may be identified by the use of forward-looking words such as "anticipate," "believe," "forecast," "estimate" and "intend," among others. These forward-looking statements are based on Xenetic's current expectations and actual results could differ materially. There are a number of factors that could cause actual events to differ materially from those indicated by such forward-looking statements. Factors that could cause actual results to differ materially include, but are not limited to, uncertainties associated with completing preclinical and clinical trials for our technologies; the early stage of product development; the significant costs to develop our products as all of our products are currently in development, preclinical studies or clinical trials; obtaining additional financing to support our operations and the development of our products; obtaining regulatory approval for our technologies; anticipated timing of regulatory filings and the potential success in gaining regulatory approval and complying with governmental regulations applicable to our business. Xenetic does not undertake an obligation to update or revise any forward-looking statement. The information set forth herein speaks only as of the date hereof.

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