

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

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 15, 2019

**Xenetic Biosciences, Inc.**

(Exact name of registrant as specified in charter)

**Nevada**  
(State or other jurisdiction of incorporation)

**001-37937**  
(Commission File Number)

**45-2952962**  
(IRS Employer Identification No.)

**40 Speen Street, Suite 102**  
**Framingham, Massachusetts**  
(Address of principal executive offices)

**01701**  
(Zip Code)

**(781) 778-7720**  
(Registrant's telephone number, including area code)

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

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

**Securities registered pursuant to Section 12(b) of the Act:**

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 par value per share	XBIO	The NASDAQ Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 1.01. Entry into a Material Definitive Agreement.**

On July 15, 2019, Xenetic Biosciences, Inc. (the “Company”) amended (i) that certain Share Purchase Agreement among the Company, Hesperix SA, a Swiss corporation (“Hesperix”), the owners of Hesperix (each, a “Seller” and collectively, the “Sellers”), and Alexey Andreevich Vinogradov, as the representative of each Seller, dated March 1, 2019, and (ii) that certain assignment agreement between the Company and OPKO Pharmaceuticals, LLC, dated as of March 1, 2019, to amend the date by which the parties will consummate the transaction pursuant to which the Company will acquire the XCART platform technology, as described in the proxy statement/prospectus for the Special Meeting, dated May 22, 2019, from July 15, 2019 to July 31, 2019. A copy of the amendments are filed as Exhibit 2.1 and Exhibit 10.1 to this report and incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
2.1	<a href="#"><u>Third Amendment to the Share Purchase Agreement</u></a>
10.1	<a href="#"><u>Third Amendment to the OPKO Assignment Agreement</u></a>

**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.**

Date: July 15, 2019

By: /s/ James Parslow  
Name: James Parslow  
Title: Chief Financial Officer

**THIRD AMENDMENT TO SHARE PURCHASE AGREEMENT**

THIS THIRD AMENDMENT TO SHARE PURCHASE AGREEMENT (this "Amendment"), dated July 15, 2019, is entered into by and between Xenetic Biosciences, Inc., a Nevada corporation ("Buyer") and Alexey Andreevich Vinogradov, as the representative of each Seller as more fully described in the Purchase Agreement (as defined below) (the "Sellers' Representative").

**RECITALS**

**WHEREAS**, Buyer, the Sellers' Representative, Hesperix SA, a Swiss corporation (the "Company"), and those owners of the Company set forth in the signature page thereto, previously entered into that certain Share Purchase Agreement, dated as of March 1, 2019, as amended (the "Purchase Agreement");

**WHEREAS**, pursuant to Section 11.09 of the Purchase Agreement, the Purchase Agreement may be amended, modified or supplemented by an agreement in writing signed by Buyer and the Sellers' Representative on behalf of the Sellers; and

**WHEREAS**, Buyer and the Sellers' Representative desire to amend the Purchase Agreement by entering into this Amendment.

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

1. **Definitions.** Capitalized terms used herein and not defined herein shall have the meaning ascribed to such terms as set forth in the Purchase Agreement and all references to Sections shall mean the Sections of the Purchase Agreement unless reference is made to another document.

2. **Amendment to Purchase Agreement.** The Purchase Agreement is hereby amended as follows:

**Section 10.01.** Sections 10.01(b)(ii) and (c)(ii) are amended to change the date referenced therein of July 15, 2019 to July 31, 2019.

3. **Purchase Agreement Otherwise Unchanged.** Except as expressly provided herein, the Purchase Agreement shall remain unchanged and in full force and effect. Each reference to "this Agreement" or "the Purchase Agreement" and words of similar import in the Purchase Agreement and in the agreements and other documents contemplated by the Purchase Agreement shall be a reference to the Purchase Agreement, as amended hereby, and as the same may be further amended, restated, supplemented and otherwise modified and in effect from time to time.

4. **Ratification.** In all respects not inconsistent with this Amendment, Buyer and the Sellers' Representative hereby ratify and affirm the Purchase Agreement as amended hereby.

5. **Miscellaneous.** This Amendment shall be binding upon and inure to the benefit of each party to the Purchase Agreement and its successors and permitted assigns. The interpretation and construction of this Amendment, and all matters relating hereto, shall be governed by the laws of the State of Delaware applicable to agreements executed and to be performed solely within such State and without regard to the conflict of laws rules thereof. The headings in this Amendment are for reference only and shall not affect the meaning or interpretation of this Amendment. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same instrument. Delivery of an executed counterpart of this Amendment electronically, via email or .pdf, or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first set forth above.

**BUYER:**

XENETIC BIOSCIENCES, INC

By: /s/ Jeffrey Eisenberg

Name: Jeffrey Eisenberg

Title: Chief Executive Officer

**SELLERS' REPRESENTATIVE:**

/s/ Alexey Andreevich Vinogradov

Alexey Andreevich Vinogradov

[Signature Page to Third Amendment to Share Purchase Agreement]

**THIRD AMENDMENT TO ASSIGNMENT AGREEMENT**

THIS THIRD AMENDMENT TO ASSIGNMENT AGREEMENT (this "Amendment"), dated July 15, 2019, is entered into by and between XENETIC BIOSCIENCES, INC., a Nevada corporation ("Buyer"), and OPKO PHARMACEUTICALS, LLC ("OPKO").

**RECITALS**

**WHEREAS**, Buyer and OPKO previously entered into that certain Assignment Agreement, dated as of March 1, 2019, as amended (the "Assignment Agreement");

**WHEREAS**, pursuant to Section 9.09 of the Assignment Agreement, the Assignment Agreement may be amended, modified or supplemented by an agreement in writing signed by Buyer and OPKO; and

**WHEREAS**, Buyer and OPKO desire to amend the Assignment Agreement by entering into this Amendment.

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

1. Definitions. Capitalized terms used herein and not defined herein shall have the meaning ascribed to such terms as set forth in the Assignment Agreement and all references to Sections shall mean the Sections of the Assignment Agreement unless reference is made to another document.

2. Amendment to Assignment Agreement. The Assignment Agreement is hereby amended as follows:

**Section 8.01.** Sections 8.01(b)(ii) and (c)(ii) are amended to change the date referenced therein of July 15, 2019 to July 31, 2019.

3. Assignment Agreement Otherwise Unchanged. Except as expressly provided herein, the Assignment Agreement shall remain unchanged and in full force and effect. Each reference to "this Agreement" or "the Assignment Agreement" and words of similar import in the Assignment Agreement and in the agreements and other documents contemplated by the Assignment Agreement shall be a reference to the Assignment Agreement, as amended hereby, and as the same may be further amended, restated, supplemented and otherwise modified and in effect from time to time.

4. Ratification. In all respects not inconsistent with this Amendment, Buyer and OPKO hereby ratify and affirm the Assignment Agreement as amended hereby.

5. Miscellaneous. This Amendment shall be binding upon and inure to the benefit of each party to the Assignment Agreement and its successors and permitted assigns. The interpretation and construction of this Amendment, and all matters relating hereto, shall be governed by the laws of the State of Delaware applicable to agreements executed and to be performed solely within such State and without regard to the conflict of laws rules thereof. The headings in this Amendment are for reference only and shall not affect the meaning or interpretation of this Amendment. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same instrument. Delivery of an executed counterpart of this Amendment electronically, via email or .pdf, or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first set forth above.

**BUYER:**

XENETIC BIOSCIENCES, INC.

By: /s/ Jeffrey Eisenberg  
Name: Jeffrey Eisenberg  
Title: Chief Executive Officer

**OPKO:**

OPKO PHARMACEUTICALS, LLC

By: /s/ Steven D. Rubin  
Name: Steven D. Rubin  
Title: Executive Vice President

[Signature Page to Third Amendment to Assignment Agreement]