

The following is a Form 8-K filed by Xcyte Therapies, Inc. on January 19, 2006.

**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 Act of 1934**

Date of Report (Date of earliest event reported): January 13, 2006

Commission File Number 0-50626

XCYTE THERAPIES, INC.

(Exact name of registrant as specified in its charter)

Delaware
*(State or other jurisdiction of
incorporation or organization)*

91-1707622
*(I.R.S. Employer
Identification Number)*

**1124 Columbia Street, Suite 130
Seattle, Washington 98104**
(Address of principal executive offices and zip code)

(206) 262-6200
(Registrant's telephone number, including area code)

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 (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))
-

Item 1.01 Entry into a Material Definitive Agreement.

On January 13, 2006, Xcyte Therapies Inc., a Delaware corporation (“Xcyte”), and Cyclacel Group plc, a privately held company organized under the laws of England and Wales (“Cyclacel”), entered into an amendment (the “Amendment”) to the Stock Purchase Agreement dated December 15, 2005 between Xcyte and Cyclacel (the “Stock Purchase Agreement”). The Stock Purchase Agreement was previously filed as an exhibit to Xcyte’s Form 8-K on December 20, 2005. The Stock Purchase Agreement initially provided that the obligations of the parties to complete the transactions contemplated by the Stock Purchase Agreement were subject to the condition that the shareholders of Cyclacel Group plc shall have approved a members voluntary liquidation of Cyclacel Group plc (the “Liquidation Approval”). The Amendment removed the Liquidation Approval as a condition to the parties obligations to consummate the transactions contemplated by the Stock Purchase Agreement and amended certain related provisions of the Stock Purchase Agreement.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, a copy of which is filed as Exhibit 2.1 hereto and is incorporated into this report by reference.

Additional Information and Where to Find It

In connection with the foregoing transactions, Xcyte will file a registration statement on Form S-4 containing a proxy statement/prospectus. Xcyte intends to include in such proxy statement/prospectus a resolution for stockholder approval of the share issuance and certain other matters contemplated by the Stock Purchase Agreement. The proxy statement/prospectus will be mailed to the stockholders of Xcyte. XCYTE’S INVESTORS AND SECURITIES HOLDERS ARE ENCOURAGED TO READ THE PROXY STATEMENT/PROSPECTUS, INCLUDING ANY SUBSEQUENT AMENDMENTS OR SUPPLEMENTS TO THE PROXY STATEMENT/PROSPECTUS, WHEN IT BECOMES AVAILABLE BECAUSE IT WILL CONTAIN IMPORTANT INFORMATION REGARDING THE PROPOSED TRANSACTIONS. Investors and security holders may obtain free copies of these documents (when they are available) and other documents filed with the Securities and Exchange Commission at the Securities and Exchange Commission’s website (www.sec.gov). In addition, investors and security holders may obtain free copies of the documents filed with the Securities and Exchange Commission from Xcyte Therapies, Inc., 1124 Columbia Street, Suite 130, Seattle, WA 98104, Attention: Investor Relations, Telephone: (206) 262-6200.

Xcyte and its executive officers and directors may be deemed to be participants in the solicitation of proxies from stockholders of Xcyte with respect to the proposed transactions. Information regarding the special interests of these directors and executive officers in the proposed transactions will be included in the proxy statement/prospectus described above. Additional information regarding these executive officers and directors is included in the proxy statement for Xcyte’s 2005 Annual Meeting of Stockholders, which was filed with the Securities and Exchange Commission on April 29, 2005. This document is available free of charge at the Securities and Exchange Commission website (www.sec.gov) or from Xcyte Investor Relations by writing to the address referred to above. This communication shall not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Forward Looking Statements

This filing contains certain forward-looking statements that involve risks and uncertainties that could cause actual results to be materially different from historical results or from any future results expressed or implied by such forward-looking statements. Such forward-looking statements are subject to a number of risks, uncertainties and other factors that could cause actual results to differ materially from future results expressed or implied by such forward-looking statements. Potential risks and uncertainties include, but are not limited to, the risks that Xcyte’s stockholders will not approve the proposed transactions, the failure to obtain required regulatory approvals, if any, that the closing of the transaction will be delayed or the transaction will not close, that the purchase price payment will not be made or that the parties will not consummate their proposed transaction. Further information about the risks and uncertainties faced by Xcyte are contained in its periodic filings with the Securities and Exchange Commission.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

2.1 Amendment No. 1 to the Stock Purchase Agreement, dated January 13, 2006, between Xcyte Therapies Inc., and Cyclacel Group plc.

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.

XCYTE THERAPIES, INC.

By: /s/ Kathi L. Cordova
Kathi L. Cordova
*Duly Authorized Officer of Registrant
Senior Vice President of Finance and
Treasurer*

Date: January 19, 2006

AMENDMENT NO. 1 TO THE STOCK PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 TO THE STOCK PURCHASE AGREEMENT (as amended, supplemented, restated or otherwise modified from time to time, the "**Amendment**") is entered into as of January 13, 2006 between Xcyte Therapies, Inc., a Delaware corporation ("**Xcyte**") and Cyclacel Group PLC, a public limited company organized under the laws of England and Wales with registered number 5090795 ("**Seller**"). All capitalized terms not defined in this Amendment shall have the meanings ascribed to them by the Stock Purchase Agreement (as defined below).

RECITALS

WHEREAS, Xcyte and Seller are parties to that certain Stock Purchase Agreement dated as of December 15, 2005 (the "**Stock Purchase Agreement**");

WHEREAS, the parties desire to make certain amendments to the Stock Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, and of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Amendment to Section 2.18. Section 2.18 of the Stock Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"2.18 Authority; Binding Nature of Agreement. Seller has the right, power and authority to enter into and to perform its obligations under this Agreement and to consummate the Stock Purchase and the Liquidation. The board of directors of Seller (at a meeting duly called and held) has unanimously: (a) determined that this Agreement and the Stock Purchase and the Liquidation are advisable and fair to and in the best interests of Seller and its stockholders; (b) authorized and approved by all necessary corporate action, the execution, delivery and performance of this Agreement; (c) recommended the approval of the Stock Purchase and the Liquidation by Seller's stockholders and directed that such matters be submitted for consideration by Seller's stockholders at the Seller Stockholders' Meeting (as defined in Section 5.2). This Agreement has been duly executed and delivered by Seller and assuming the due authorization, execution and delivery by Xcyte, constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to: (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors; and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies. To the Knowledge of Seller, (i) the Seller Stockholder Voting Agreements (A) have been duly executed and delivered by the stockholders of Seller that are party thereto, (B) constitute the legal, valid and binding obligations of such stockholders, enforceable against such stockholders in accordance with their terms and (ii) the stockholders of Seller that are party to the Seller Stockholder Voting Agreements hold a sufficient number of shares required to approve the Stock Purchase."

2. Amendment to Section 5.2(c). Section 5.2(c) of the Stock Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"(c) Notwithstanding anything to the contrary contained in Section 5.2(b), at any time prior to the receipt of the approval of the Stock Purchase by Seller's shareholders, Seller's board of directors may withhold, amend, withdraw or modify the Seller Board Recommendation in a manner adverse to Xcyte if, but only if Seller's board of directors determined in good faith, after consultation with Seller's outside legal counsel, that the failure to withdraw, withhold, amend, or modify such recommendation is reasonably likely to result in a breach of its fiduciary duties under applicable Legal Requirements."

3. Amendment to Section 6.3. Section 6.3 of the Stock Purchase Agreement is hereby amended and restated in its entirety to read as follows:

“6.3 Stockholder Approval. (a) The Xcyte Required Stockholder Approval shall have been obtained and (b) the Stock Purchase shall have been approved by 51% of Seller’s outstanding capital stock plus 51% of Seller’s preferred stock voting as a separate class.”

4. Amendment to Section 9.1(d). Section 9.1(d) of the Stock Purchase Agreement is hereby amended and restated in its entirety to read as follows:

“(d) by either Xcyte or Seller if (i) the Seller Stockholders’ Meeting (including any adjournments and postponements thereof) shall have been held and completed, and (ii) the approval of the Stock Purchase by Seller’s shareholders shall not have been received at the Seller Stockholders’ Meeting (and shall not have been adopted at any adjournment or postponement thereof); *provided, however,* that (A) the right to terminate this Agreement under this Section 9.1(d) shall not be available to Seller where the failure to obtain the approval of the Stock Purchase by the Seller’s shareholders shall have been caused by the action or failure to act of Seller and such action or failure to act constitutes a material breach by Seller of this Agreement;”

5. Continued Effect. As amended hereby, the Stock Purchase Agreement is hereby ratified and confirmed and agreed to by all of the parties hereto and thereto and continues in full force and effect.

6. Counterparts. This Amendment may be executed by facsimile and in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

7. Governing Law; Successors and Assigns. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware (except to the extent that mandatory provisions of federal law are applicable) without giving effect to the principles of conflicts of law and shall be binding upon the successors and assigns of the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

