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

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**FORM 8-K**

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

**Date of Report: June 24, 2016**  
(Date of earliest event reported)

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**Oragenics, Inc.**  
(Exact name of registrant as specified in its charter)

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

**001-32188**  
(Commission  
File Number)

**59-3410522**  
(IRS Employer  
Identification Number)

**4902 Eisenhower Boulevard, Suite 125**  
**Tampa, FL**  
(Address of principal executive offices)

**33634**  
(Zip Code)

**813-286-7900**  
(Registrant's telephone number, including area code)

**Not Applicable**  
(Former Name or Former Address, if changed since last report)

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

The information regarding the Promissory Note, Guaranty, Transition Services Agreement and Sublease set forth in Item 2.01 below are incorporated herein by reference.

**Item 2.01 Completion of Acquisition or Disposition of Assets.**

On June 24, 2016, Oragenics, Inc. (the “Company” or “Oragenics”) completed the previously announced sale of the assets comprising the Company’s Consumer Probiotic Business (“CPB Assets”). The sale of the CPB Assets was made pursuant to an Asset Purchase Agreement (“APA”) dated June 22, 2016 with ProBiora Health, LLC, a Delaware limited liability company (the “Purchaser”). The transaction was approved by a special committee of the Board of Directors consisting solely of disinterested directors and Griffin Securities rendered a fairness opinion in connection with the transaction. The Purchaser is an entity owned by Ms. Christine L. Koski, a director of the Company since 2009 and a significant shareholder through the Koski Family Limited Partnership.

Pursuant to the APA, the aggregate purchase price was \$1,700,000 of which \$1,250,000 was paid in cash at closing and \$450,000 is to be payable on or before July 31, 2016. The APA also provides that the Purchaser will be obligated to pay the Company contingent consideration in amounts calculated at five percent (5%) of Purchaser’s Contribution Margin on sales of products which utilize the Purchased Assets in excess of two million dollars (\$2,000,000), annually, by Purchaser. “Contribution Margin” for this purpose is calculated gross revenue from sales of products utilizing the Purchased Assets less cost of goods sold, credit card processing fees, sales tax, shipping costs, coupons, returns, allowances, and direct and indirect sales commissions paid by Purchaser. The aggregate contingent consideration is capped at two million dollars (\$2,000,000) (the “Contingent Consideration Cap”), payable over the Contingent Consideration Period. The Contingent Consideration Period runs from the termination of the 90 day transition services period until the earlier of: (i) achieving the Contingent Consideration Cap, or (ii) December 31, 2025. There is no minimum contingent consideration payable by Purchaser.

At closing, the Purchaser delivered an unsecured promissory note to the Company in the principal amount of \$450,000 (the “Promissory Note”). The interest rate on the Promissory Note is one percent (1%) per annum calculated for the number of days the unpaid portion of the purchase price remains outstanding after closing and the Promissory Note is personally guaranteed by Ms. Koski (the “Guaranty”).

The parties also entered into a Transition Services Agreement upon closing of the sale pursuant to which for a period of up to 90 days the Company will provide Purchaser with transition assistance services in exchange for payments equaling three percent (3%) of the net sales of ProBiora3 products sold during the term of the transition services agreement. The Transition Services Agreement also provides for the deferral of payment under the promissory note until such time that the Company provides certain deliverables to the Purchaser. The Purchaser and the Company also entered into a Sublease pursuant to which the Purchaser is subleasing certain excess space from the Company.

The foregoing description of the APA does not purport to be complete and is qualified in its entirety by reference to the full text of the APA, a copy of which was filed as Exhibit 2.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission (the “SEC”) on June 23, 2016, and is incorporated herein by reference.

The foregoing descriptions of the Promissory Note, Guaranty, Transition Services Agreement and Sublease are qualified in its entirety by reference to such agreements which are filed as Exhibits 10.1, 10.2, 10.3 and 10.4 respectively.

**Item 5.02 Departure of Directors or Certain Officers; Appointment of Certain Officer; Compensatory Arrangement of Certain Officer.**

Effective on June 24, 2016, Ms. Koski resigned as a member of the Company’s Board of Directors.

**Item 7.01 Regulation FD Disclosure.**

The press release dated June 27, 2016 announcing the completion of the sale of the CPB Assets and the director resignation of Ms. Koski is filed as Exhibit 99.1 to this Current Report on Form 8-K and incorporated herein by reference.

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**Item 9.01 Financial Statements and Exhibits.**

## (d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
2.1	Asset Purchase Agreement by and between Oragenics, Inc., Christine Koski and ProBiora Health, LLC dated as of June 22, 2016.* (*Incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission (the "SEC") on June 23, 2016.)
10.1	Promissory Note dated as of June 24, 2016.
10.2	Guaranty dated as of June 24, 2016.
10.3	Transition Services Agreement dated as of June 24, 2016.
10.4	Sublease dated as of June 24, 2016.
99.1	Press Release dated June 27, 2016.

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**SIGNATURES**

In accordance with the requirements of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Dated: June 27, 2016

**ORAGENICS, INC.**  
**(Registrant)**

BY: /s/ Michael Sullivan  
Michael Sullivan  
Chief Financial Officer

## PROMISSORY NOTE

\$ 450,000.00

June 24, 2016

**FOR VALUE RECEIVED**, the undersigned ProBiora Health, LLC, a Delaware limited liability company ("**ProBiora Health**"), hereby promises to pay to Oragenics, Inc., a Florida corporation (the "**Holder**"), in lawful money of the United States of America in immediately available funds, the principal sum of FOUR HUNDRED FIFTY THOUSAND AND NO/00 DOLLARS (\$450,000.00) (the "**Principal**" or "**Deferred Purchase Price**") or such lesser sum as may from time to time be outstanding under the terms of this promissory note (the "**Note**").

This Note is issued by ProBiora Health pursuant to and subject to the terms and conditions of that certain Asset Purchase Agreement (the "**Purchase Agreement**") dated as of June 22, 2016, by and between ProBiora Health, Christine L. Koski (the "**Guarantor**"), and the Holder. Capitalized terms used in this Note but not otherwise defined herein shall have the meanings specified in the Purchase Agreement.

*Principal and Interest.* ProBiora Health promises to pay the Principal and any accrued interest on July 31, 2016, provided that certain requirements as set forth on Exhibit B to the TSA are satisfied. ProBiora Health further promises to pay interest, if any, on the unpaid principal balance hereof at the rate of one percent (1%) per annum, calculated for the number of days the unpaid portion of the Deferred Purchase Price remains outstanding after the Closing Date (as defined in the Purchase Agreement) (the "**Interest**").

*Prepayment.* Principal hereunder may be prepaid in full or in part, without premium or penalty. All payments hereunder shall be paid in lawful money of the United States of America.

*Rank.* No indebtedness of ProBiora Health shall rank senior to the payments due under this Note without the prior written consent of the Holder.

*Guaranty.* The Note is guaranteed by that certain Guaranty dated the date hereof by the Guarantor in favor of the Holder (the "**Guaranty**").

*Waiver.* No delay or omission on the part of the Holder in exercising any right hereunder shall operate as a waiver of such right, nor shall any waiver on one occasion be deemed to be an amendment or waiver of any such right with respect to future occasion. ProBiora Health and Guarantor, jointly and severally, hereby waive presentment, protest, notice of protest, notice of dishonor.

*Change to Terms of the Note.* This note shall not be modified or discharged (other than by payment or as required by law) except by a writing duly executed by ProBiora Health and the Holder.

*Governing Law.* This Note shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Note shall be governed by, the internal laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Florida.

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*Jurisdiction and Venue.* ProBiora Health and the Holder each consent to the exclusive jurisdiction and venue of the State and Federal courts located in Hillsborough County, Florida. In the event of any action to enforce this Note or other dispute between the parties arising out of or related to this Note, the State or Federal courts located in Hillsborough County, Florida, shall have exclusive jurisdiction and venue for purposes of litigating any such disputes. The parties specifically consent and submit to the exclusive personal jurisdiction of such Florida courts for such disputes involving this Note and waive all defenses or challenges based upon a lack of personal jurisdiction and/or *forum non conveniens*.

*Assignment.* This Note and the rights and obligation hereunder may not be assigned by either party without the prior written consent of the other, other than an assignment by operation of law which may occur without the consent of the other. Any reference to the Holder in this Note shall be deemed to include the successors and permitted assigns of such Holder, and all covenants, promises, and agreements by or on behalf of Holder that are contained in this Note shall bind and inure to the benefit of the successors and permitted assigns of such Holder, whether or not such persons expressly become parties hereto or thereto.

*Entire Agreement.* This Note, together with the Purchase Agreement and Guaranty, and any other documents expressly referred to herein, constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all of the previous or contemporaneous contracts, representations, warranties and understandings (whether oral or written) by or between the parties with respect to the subject matter hereof, including any letter of intent or memorandum of terms entered into by the parties.

*Severability.* If any provision of this Note shall hereafter be held to be invalid, unenforceable or illegal, in whole or in part, in any jurisdiction under any circumstances for any reason: (a) such provision shall be reformed to the minimum extent necessary to cause such provision to be valid, enforceable and legal while preserving the intent of the parties as expressed in, and the benefits to such parties provided by, such provision; or (b) if such provision cannot be so reformed, such provision shall be severed from this Note and an equitable adjustment shall be made to this Note (including addition of necessary further provisions to this Note) so as to give effect to the intent as so expressed and the benefits so provided. Such holding shall not affect or impair the validity, enforceability or legality of such provision in any other jurisdiction or under any other circumstances. Neither such holding nor such reformation nor severance shall affect or impair the legality, validity or enforceability of any other provision of this Note.

*Third Party Beneficiaries.* None of the provisions of this Note shall be for the benefit of, or enforceable by, any third-party beneficiary.

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IN WITNESS WHEREOF, the undersigned has caused this Note to be executed and its seal affixed on the day and year first above written.

**PROBIORA HEALTH, LLC**

/s/ Christine L. Koski

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**By: Christine L. Koski**

**Title: Manager**

**THIS NOTE HAS BEEN EXECUTED AND DELIVERED OUTSIDE OF THE STATE OF FLORIDA AND NO FLORIDA DOCUMENTARY STAMP TAX IS DUE.**

**GUARANTY**

**THIS GUARANTY**, dated as of June 24, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "**Guaranty Agreement**"), is from Christine L. Koski, an individual having an address of 3525 Turtle Creek Blvd, Dallas TX 75219 (referred to as "**Guarantor**") to Oragenics, Inc., a Florida corporation with its principal office at 4902 Eisenhower Blvd., Suite 125, Tampa, FL 33634 (herein, together with its successors and assigns, referred to as "**Holder**").

**PRELIMINARY STATEMENT**

- A. Holder, Guarantor and ProBiora Health, LLC, a Delaware limited liability company ("**Obligor**") entered into that certain Asset Purchase Agreement, dated June 22, 2016 (the "**Asset Purchase Agreement**"), pursuant to which Obligor agreed to pay to Holder an aggregate purchase price of \$1,700,000, payable in two payments of: (i) \$1,250,000 by wire transfer in readily available funds on the Closing Date of the transaction; and (ii) one additional deferred payment of \$450,000 plus applicable interest to be paid by wire transfer in immediately available funds on or before July 31, 2016, provided that certain requirements as set forth on Exhibit B to the TSA (as defined below) are satisfied (the "**Deferred Purchase Price Amount**").
- B. Obligor executed a promissory note dated of even date herewith (a copy of which is attached hereto as Exhibit A) in the principal amount equal to the Deferred Purchase Price Amount, in favor of the Holder (the "**Note**"), under which \$450,000 plus applicable interest is due and owing on July 31, 2016.
- C. Obligor and Holder entered into that certain Transition Services Agreement, dated of even date herewith (the "**TSA**"), pursuant to which Holder agreed to provide certain transition services to Obligor.
- D. In order to induce Holder to enter into the Asset Purchase Agreement, Guarantor is willing to enter into and deliver this Guaranty Agreement to Holder.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor does hereby covenant and agree with Holder as follows:

**ARTICLE I**  
**GUARANTY****SECTION 1.1. GUARANTY.**

(a) Guarantor hereby irrevocably guarantees to Holder, and Holder's successors and assigns the due and prompt payment, and not just the collectability, of the Deferred Purchase Price Amount owing to Holder by Obligor under the Note, including the principal and interest under the Note when due, whether at maturity, pursuant to mandatory prepayments, by acceleration, or otherwise all at the times and places and at the rates described in, and otherwise according to the terms of, the Note, as the case may be.



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(b) The payment and performance of the items set forth in this Section 1.1 are hereinafter collectively referred to as the “**Guaranteed Obligations**”.

(c) In the event of the death of Guarantor, the liability of Guarantor under this Section 2.1 shall continue in effect against Guarantor’s estate, successors and assigns.

(d) In case any covenant and agreement made by Obligor under the Note shall not have been performed by Obligor, including without limitation any obligation to pay principal of or interest on the Note when due, Guarantor will, not later than five (5) business days after written notice by Holder, perform the same and/or pay the same, in the amount and to the extent required hereunder.

SECTION 1.2.      CONDITIONAL OBLIGATIONS.

The obligations of Guarantor under this Guaranty Agreement shall be binding upon Guarantor and Guarantor’s heirs, administrators, representatives, executors, successors and assigns. The obligations of Guarantor are subject only to the following conditions:

- (a) No material breach by Holder shall have occurred and be continuing beyond any applicable cure period under the (i) Asset Purchase Agreement or (ii) the July Provider Deliverable Items (as defined in the TSA) collectively as of the time that payment of the applicable Deferred Purchase Price Amount is due under the Asset Purchase Agreement and the corresponding amount is due and payable under the Note;
- (b) Guarantor shall only be liable for any unpaid amounts due to Holder under the terms of the Note, upon written notice to Guarantor by Holder that Obligor has failed to make a required payment under the Note corresponding to a payment of the Deferred Purchase Price Amount due to Holder under the Asset Purchase Agreement;

All rights of Holder hereunder may be transferred or assigned at any time or from time to time and shall be considered to be transferred or assigned at any time or from time to time upon the transfer of rights under the Note, upon notice to the Guarantor, whether with or without the consent of Guarantor or Obligor.

SECTION 1.3.      WAIVERS OF GUARANTOR.

- (a) Bankruptcy and Related Waivers. Guarantor hereby waives to the fullest extent permitted by law any defense under the United States Bankruptcy Code and any objection to or defense arising as a result of bankruptcy, insolvency, reorganization, liquidation or dissolution proceeding commenced by or against Obligor or any other person, including any discharge of, or bar or stay against collecting, all or any of the liabilities hereunder or under the Note.
- (b) General Waivers. Guarantor hereby waives diligence, presentment, protest, notice of protest notice of dishonor, extension of time of payment, notice of acceptance of this Guaranty, and further consents to (i) any and all forbearances and extensions of the time of payment of any or all of the obligations or indebtedness hereby guaranteed and (ii) any release of the Obligor.

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ARTICLE II  
MISCELLANEOUS

SECTION 2.1. AMENDMENTS.

This Guaranty Agreement may be amended, and the observance of any term of this Guaranty Agreement may be waived, only with the written consent of Guarantor and Holder (or their successors and assigns).

SECTION 2.2. ENTIRE AGREEMENT; COUNTERPARTS; HEADINGS.

This Guaranty Agreement, together with the Note and Asset Purchase Agreement, constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. This Guaranty Agreement may be executed in any number of counterparts by facsimile or PDF, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Section headings are for convenience of reference only and shall not define, modify, expand or limit any of the terms of this Guaranty Agreement.

SECTION 2.3. SEVERABILITY.

In case any one or more of the provisions contained in this Guaranty Agreement shall be adjudicated invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

SECTION 2.4. SUCCESSORS AND ASSIGNS.

This Guaranty Agreement shall be binding upon Guarantor and Guarantor's heirs, administrators, representatives, executors, successors and assigns and shall inure to the benefit of Holder and its successors and assigns.

SECTION 2.5. GOVERNING LAW.

THIS GUARANTY AGREEMENT SHALL BE CONSTRUED, GOVERNED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO CHOICE OF LAW RULES TO THE EXTENT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

SECTION 2.6. JURISDICTION.

Guarantor submits and consents to personal jurisdiction in the State of Florida for the enforcement of this Guaranty Agreement and waive any and all personal rights under the laws of any state or the United States of America to object to jurisdiction in the State of Florida for the

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purposes of litigation to enforce this Guaranty Agreement. Litigation may be commenced only in either the federal or state courts in Hillsborough County, Florida, at the election of the Holder. Nothing contained herein shall prevent Holder from bringing any action or exercising any rights against any security given to Holder by Guarantor, or against Guarantor personally, or against any property of Guarantor, within any other state. Commencement of any such action or proceeding in any other state shall not constitute a waiver of the agreement as to the laws of the state which shall govern the rights and obligations of Guarantor and Holder hereunder or of the submission made by Guarantor to personal jurisdiction with the State of Florida.

SECTION 2.7. NOTICES.

All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be: (i) if to Holder, at the address of Holder on the first page of this Guaranty Agreement, and (ii) if to Guarantor, at the address of Guarantor on the first page of this Guaranty Agreement, unless either party provides written notice of a change of address at any time during the term of this Guaranty Agreement.

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SIGNATURE PAGE FOLLOWS]**



**TRANSITION SERVICES AGREEMENT**

THIS TRANSITION SERVICES AGREEMENT (this "Agreement") is entered into as of June 24, 2016 (the "Effective Date"), by and between ProBiora Health, LLC, a Delaware limited liability company (the "Recipient") and Oragenics, Inc., a Florida corporation ("Provider") and together with the Recipient, the "Parties").

**RECITALS**

WHEREAS, the Recipient and Provider have entered into that certain Asset Purchase Agreement, dated as of June 22, 2016 (the "Asset Purchase Agreement"), pursuant to which Provider has agreed to sell and assign to the Recipient and the Recipient has agreed to purchase and assume from Provider, the assets and properties used or useable in or related to the ProBiora3 Business as such term is defined in the Asset Purchase Agreement, all as more fully described therein;

WHEREAS, in order to support an orderly transition of the ProBiora3 Business to the Recipient and as a condition to consummating the transactions contemplated by the Asset Purchase Agreement, the Parties have agreed to enter into this Agreement, pursuant to which Provider will provide, or cause its Third Party Providers (as hereinafter defined) to provide, the Recipient with certain services, in each case on a transitional basis and subject to the terms and conditions set forth herein; and

WHEREAS, following the consummation of the transactions contemplated by the Asset Purchase Agreement, Provider has agreed that it will use commercially reasonable efforts, for an interim period and subject to the terms and conditions herein, to provide or cause to be provided certain transition services to the Recipient for which services Recipient has agreed to pay Provider.

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

**ARTICLE I  
SERVICES.****1.1 Provision of Services.**

(a) Provider agrees to provide, or cause its Third Party Providers to provide, the services (the "Services") (i) set forth on Exhibit A attached hereto (as such exhibit may be amended or supplemented pursuant to the terms of this Agreement, the "Services Exhibit"); and (ii) the Provider deliverable items (the "Deliverables") set forth on Exhibit B attached hereto the ("Deliverables Exhibit"), to the Recipient for the periods and on the other terms and conditions set forth in this Agreement and in the Services Exhibit and the Deliverables Exhibit. The Services Exhibit and/or the Deliverables Exhibit may be revised from time to time upon mutual written agreement of the Parties.

(b) Notwithstanding the contents of the Services Exhibit, Provider agrees to respond in good faith to any reasonable written (including electronic) request by the Recipient for access to any additional services that are necessary for the operation of the ProBiora3 Business which are not currently contemplated in the Services Exhibit, at a price to be mutually agreed upon in writing after good faith negotiations between the Parties. In the event that the Recipient requests an additional service that is necessary for the Recipient to continue to conduct the ProBiora3 Business in substantially the same manner as conducted prior to the Closing, Provider shall use commercially reasonable efforts to provide such service to the Recipient; provided that Provider has sufficient personnel to provide such additional

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service, such additional service is of a type that Provider used in connection with its conduct of the ProBiora3 Business prior to the Effective Date, and the provision of such service does not affect the conduct and operations of Provider's other businesses. Any such additional services so provided by Provider shall constitute Services under this Agreement and shall be subject in all respects to the provisions of this Agreement as if fully set forth in the Services Exhibit as of the date hereof.

(c) The Parties hereto acknowledge the transitional nature of the Services. Accordingly, as promptly as practicable following the execution of this Agreement, the Recipient agrees to use commercially reasonable efforts to make a transition of each Service to its own internal organization or to obtain alternate third-party sources to provide the Services, but in any event, this Agreement shall terminate on the End Date (as defined below).

(d) Subject to Section 2.3 (Extension of Services), Section 2.4 (Terminated Services), and Section 3.4 (Force Majeure), the obligations of Provider under this Agreement to provide the Services shall terminate on the earlier of (i) the date that is ninety (90) days following the Effective Date, or (ii) the termination of this Agreement by Recipient upon five (5) days prior written notice (the "End Date"). All data, test results, calculations, reports, and other documents gathered, prepared or created from or for the Recipient as a Service by Provider hereunder (the "Work Product") shall be owned exclusively by the Recipient, and Provider shall retain no copyright or other intellectual property interest in such Work Product, except as may be required to perform the Services hereunder. At the Recipient's request, any such Work Product in the possession of Provider shall be delivered to the Recipient.

1.2 **Standard of Service** (a) Provider represents, warrants and agrees that the Services shall be provided in good faith and in accordance with all applicable statutes, laws, ordinances, regulations, rules, codes, orders, constitutions, treaties, common laws, judgments, decrees, other requirements or rules of law of any Governmental Authority ("Laws"), and, except as specifically provided in the Services Exhibit, in substantially the same manner and with substantially the same performance, in scope, quality and nature, as such Services were provided in respect of the ProBiora3 Business prior to the Effective Date (the "Service Level"). Provider shall use commercially reasonable efforts to assign sufficient resources and qualified personnel as are reasonably required to perform the Services in accordance with the standards set forth in this Section 1.2(a).

(b) Except as expressly provided in Section 1.2(a), Provider makes no representations or warranties of any kind, implied or express, with respect to the Services including, without limitation, no warranties of merchantability or fitness for a particular purpose, which are specifically disclaimed. The Recipient acknowledges and agrees that this Agreement does not create a fiduciary relationship, partnership, joint venture or relationships of trust or agency between the Parties.

(c) Services will be provided during Provider normal working hours, Monday through Friday, 8:00 am – 5:00 pm EST except for Provider Holidays or Closures during the term of this Agreement.

1.3 **Third Party Providers.** Provider shall have the right to hire third-party subcontractors (each, a "Third Party Provider") to provide all or part of any Service hereunder; *provided, however,* that Provider shall obtain the prior written consent of the Recipient to hire such subcontractor, such consent not to be unreasonably withheld. Provider shall in all cases retain responsibility for the provision to the Recipient of the Services to be performed by any Third Party Provider.

1.4 **Title to Software.** The Recipient and Provider will work together to effect the transfer of title or licensing rights to any right, title or interest (including any license rights or rights of use) in any firmware or software, and the licenses therefor that are owned by Provider in connection with the ProBiora3 Business being acquired by Recipient pursuant to the Asset Purchase Agreement. This shall not include software utilized by Provider in connection with its non-ProBiora3 Business which may be utilized by reason of the provision of the Services provided by Provider hereunder.

1.5 **Duty to Cooperate.** The Recipient agrees that (i) the Recipient shall not, and shall not permit its Affiliates to, interfere with or interrupt or disrupt Provider's provision and performance of the

Services, (ii) the Recipient shall, and shall ensure that its Affiliates, provide cooperation and assistance as reasonably requested by Provider in connection with Provider's provision of the Services and (iii) the Recipient shall, and shall ensure that its Affiliates, use the Services in accordance with applicable Law and all policies of Provider applicable to the use of the relevant Services at the time such Service is provided. In order to enable the provision of the Services by Provider, the Recipient agrees that it shall provide to Provider and any Third Party Providers of Provider, at no cost to Provider, access to the facilities, assets and books and records of the ProBiora3 Business, in all cases to the extent necessary for Provider to fulfill its obligations under this Agreement.

1.6 **Transition Assistance; Transfer of Materials.** Upon any termination of this Agreement, Provider will use commercially reasonable efforts to cooperate with the Recipient to transition the Services to another provider of Recipient's choice and Recipient shall reimburse Provider for its actual and reasonable out-of-pocket expenses (to be pre-approved by Recipient in writing). If Recipient's system is compatible with Provider's system, Provider shall use commercially reasonable efforts to attempt to transfer copies of all Recipient's data in electronic format at Recipient's cost. Such cooperation shall include, without limitation, providing all data and documentation relating to the Services and employees of Recipient or its Affiliates, at Recipient's cost. Notwithstanding the foregoing, if Recipient's system is not compatible with Provider's system, Provider shall provide copies of all Recipient's data in electronic format to Recipient at Recipient's cost, but Provider shall have no obligation to deliver Recipient's data in an electronic format that is compatible with Recipient's existing systems. In addition, each Party will return to the other Party all data or documentation of such other Party, or promptly comply with such other Party's request to destroy such material.

1.7 **Primary Contacts.** Each of Provider and Recipient shall appoint an individual primarily responsible for administering this Agreement on its behalf (each a "Primary Contact"). The Primary Contact for Provider shall be Michael Sullivan and the Primary Contact for Recipient shall be Christine Koski. The Primary Contacts shall serve as the primary contact points for issues that may arise during the performance of this Agreement. Each Party shall notify the other of the name and contact information of its Primary Contact. The Primary Contacts shall meet during the term of this Agreement in person or telephonically with such regularity as they shall mutually agree to in order to discuss the status of the Services and manage open issues. Either Party may replace its Primary Contact by so indicating in a written notice delivered to the other party and signed by an officer of the Party making such replacement. Such notice shall contain the name, business address, email address and telephone number of the Primary Contact's replacement.

1.8 **Relationship of the Parties.** The Parties hereto are independent contractors, and none of the Parties nor any of their respective employees or representatives will be deemed to be employees or representatives of the other Party hereto for any purpose or under any circumstances. No partnership, joint venture, alliance, fiduciary or any relationship other than that of independent contractors is created hereby, expressly or by implication. Notwithstanding the foregoing, the Provider acknowledges and agrees that Recipient may make offers of employment to, or consulting relationships with, individuals identified in the Asset Purchase Agreement who may be employees of, or consultants to, Provider either before or during some period of the term of this Agreement.

## **ARTICLE II COMPENSATION**

### **2.1 Terms of Payment and Related Matters.**

(a) In consideration for its provision of the Services hereunder, the Recipient shall pay to Provider three percent (3%) of Net Sales of all ProBiora3 products sold during the term of the Agreement (the "Service Fees"), payable within ten (10) days following the month in which such sales occur. If this Agreement is terminated by Recipient upon five (5) days' notice in accordance with Section 1.1(d), Recipient shall pay the Service Fees for the month in which notice was given. In addition, Recipient shall reimburse Provider for all reasonable and necessary out of pocket expenses incurred by Provider in providing the Services, as more particularly described on Exhibit A. For purposes herein, Net

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Sales means gross proceeds from sales to third parties of any product that is based upon any element of the assets transferred by the Asset Purchase Agreement to Purchaser, less returns, allowances (as generally understood in the industry), rebates, customer discounts, uncollected receivables, sales tax, credit card processing fees, and outbound shipping costs.

2.2 **Responsibility for Wages and Fees.** Provider acknowledges and agrees that, for such time as any employees, independent contractors or consultants of Provider and Third Party Providers (collectively, "Provider Personnel") are providing the Services to Recipient under this Agreement, (i) such Provider Personnel will remain employees, independent contractors and consultants of Provider or Third Party Provider, as applicable, and shall not be deemed to be employees, independent contractors or consultants of the Recipient for any purpose, and (ii) Provider or Third Party Provider, as applicable, shall be solely responsible for the payment and provision of all wages, bonuses and commissions, employee benefits, including, without limitation, severance and workers' compensation, and the withholding and payment of applicable Taxes relating to such employment or engagement. For purposes of clarification Provider shall not be obligated to retain any personnel or consultant not retained by Recipient and any current employee of the Provider to whom an offer of employment or consulting agreement is not extended in connection with the consummation of the Asset Purchase Agreement may be subject to termination by the Provider. However, notwithstanding the foregoing, in the event Recipient is utilizing the services of any Provider employee or consultant for Services under this Agreement, Provider must provide Recipient with 15 days prior written notice of Provider's intention to terminate the employment or consulting arrangement of any such person.

2.3 **Extension of Services.** The parties agree that Provider shall not be obligated to perform any Service after the End Date; provided, however, that if the Recipient desires and Provider agrees to continue to perform any of the Services after the End Date, the parties shall negotiate in good faith to determine an amount that compensates Provider for all of its costs for such performance. The Services so performed by Provider after the End Date shall continue to constitute Services under this Agreement and be subject in all respects to the provisions of this Agreement for the duration of the agreed-upon extension period.

2.4 **Terminated Services.** Upon termination or expiration of any or all Services pursuant to this Agreement, or upon the termination of this Agreement in its entirety, Provider shall have no further obligation to provide the applicable terminated Services and the Recipient will have an obligation to pay for such Services performed by Provider.

2.5 **Taxes.** The Recipient shall be responsible for all sales or use Taxes imposed or assessed as a result of the provision of Services by Provider.

### **ARTICLE III TERMINATION.**

3.1 **Termination of Agreement.** Subject to Section 3.3 (Effect of Termination), this Agreement shall terminate in its entirety on the date upon which Provider shall have no continuing obligation to perform any Services as a result of their expiration or termination in accordance with Section 1.1(d) or Section 3.2.

3.2 **Breach.** Any party (the "Non-Breaching Party") may terminate this Agreement with respect to any Service, in whole but not in part, at any time upon prior written notice to the other party (the "Breaching Party") if the Breaching Party has failed (other than pursuant to Section 3.4) to perform any of its material obligations under this Agreement relating to such Service, and such failure shall have continued without cure for a period of fifteen (15) days after receipt by the Breaching Party of a written notice of such failure from the Non-Breaching party seeking to terminate such Service setting forth in reasonable detail the basis for the claim of breach. For the avoidance of doubt, non-payment by the Recipient for Services provided by Provider in accordance with this Agreement and not the subject of a good-faith dispute shall be deemed a breach for purposes of this Section 3.2.



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3.3 **Effect of Termination.** Upon termination of this Agreement in its entirety pursuant to Section 3.1, all obligations of the Parties hereto shall terminate, except for the provisions of Section 1.4 (Title to Software), Section 2.4 (Terminated Services), Article IV, Article V and Article VI, which shall survive any termination or expiration of this Agreement for a period of two years from the termination or expiration of this Agreement.

3.4 **Force Majeure.** The obligations of Provider under this Agreement with respect to any Service shall be suspended during the period and to the extent that Provider is prevented or hindered from providing such Service or the Recipient is prevented or hindered from receiving such Service, due to any of the following causes beyond such party's reasonable control (such causes, "Force Majeure Events"): (a) acts of God; (b) flood, fire or explosion, (c) war, invasion, riot or other civil unrest, (d) Law, (e) actions, embargos or blockades in effect on or after the date of this Agreement, (f) action by any Governmental Authority, (g) national or regional emergency, (h) strikes, labor stoppages or slowdowns or other industrial disturbances, (i) shortage of adequate power or transportation facilities, or (j) any other event which is beyond the reasonable control of such Party. The Party suffering a Force Majeure Event shall give notice of suspension as soon as reasonably practicable to the other party stating the date and extent of such suspension, and the cause thereof, and Provider shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. Neither the Recipient, nor Provider shall be liable for the nonperformance or delay in the performance of its respective obligations under this Agreement when such failure is due to a Force Majeure Event.

## ARTICLE IV CONFIDENTIALITY

### 4.1 **Confidentiality.**

(a) Subject to the confidentiality provisions in the Asset Purchase Agreement, which provisions shall have precedence over the confidentiality provisions herein to the extent of any conflict, during the term of this Agreement and thereafter, the Parties shall, and shall instruct their respective representatives and Third Party Providers to, maintain in confidence and not disclose the other party's financial, technical, sales, marketing, development, personnel, and other information, records, or data, including, without limitation, customer lists, supplier lists, trade secrets, designs, product formulations, product specifications or any other proprietary or confidential information, however recorded or preserved, whether written or oral (any such information, "Confidential Information"). Each party shall use the same degree of care, but no less than reasonable care, to protect the other party's Confidential Information as it uses to protect its own Confidential Information of like nature. Any party receiving any Confidential Information of the other party (the "Receiving Party") may use Confidential Information only for the purposes of fulfilling its obligations under this Agreement (the "Permitted Purpose"). Any Receiving Party may disclose such Confidential Information only to its representatives or Third Party Providers who have a need to know such information for the Permitted Purpose and who have been advised of the terms of this Section 4.1 and the Receiving Party shall be liable for any breach of these confidentiality provisions by such Persons; *provided, however*, that any Receiving Party may disclose such Confidential Information to the extent such Confidential Information is required to be disclosed by Law, in which case the Receiving Party shall promptly notify, to the extent possible, the disclosing party (the "Disclosing Party"), and take reasonable steps to assist in contesting such Governmental Order or in protecting the Disclosing Party's rights prior to disclosure at Disclosing Party's expense, and in which case the Receiving Party shall only disclose such Confidential Information that it is advised by its counsel in writing that it is legally bound to disclose pursuant to such Law.

(b) Notwithstanding the foregoing, "Confidential Information" shall not include any information that the Receiving Party can demonstrate: (i) is generally available to and known by the public through no fault of the Receiving Party or its representatives or Third Party Providers; (ii) was lawfully acquired by the Receiving Party from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation; or (iii) was developed by it independently without any reliance on the Confidential Information; nor shall anything in this Agreement restrict a party's ability to disclose its own Confidential Information.

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(c) Upon written demand by the Disclosing Party at any time, or upon expiration or termination of this Agreement with respect to any Service, the Receiving Party agrees promptly to return or destroy, at the Disclosing Party's option, all Confidential Information. If such Confidential Information is destroyed, an authorized officer of the Receiving Party shall certify to such destruction in writing.

**ARTICLE V**  
**LIMITATION ON LIABILITY; INDEMNIFICATION**

5.1 **Indemnification by Provider.** Provider shall indemnify, defend and hold harmless the Recipient and its Affiliates and each of their respective representatives (collectively, the "Recipient Indemnified Parties") from and against any and all Losses of the Recipient Indemnified Parties relating to, arising out of or resulting from: (a) any breach of any representation, warranty or obligation of Provider in this Agreement; (b) any damage to the Purchased Assets of the ProBiora3 Business by Provider arising out of the gross negligence, reckless or wilful misconduct of Provider's employees, representatives or Third Party Providers; (c) violation by Provider, its representatives or Third Party Providers of applicable Law related to the provision of the Services; (d) the gross negligence or reckless or wilful misconduct of Provider, or its employees, representatives or Third Party Providers in connection with the provision of the Services to the Recipient under this Agreement, or (e) the wilful failure of Provider to provide, any Services to the Recipient under this Agreement.

5.2 **Indemnification by the Recipient.** The Recipient shall indemnify, defend and hold harmless Provider and its Affiliates and each of their respective representatives (collectively, the "Provider Indemnified Parties") from and against any and all Losses of the Provider Indemnified Parties relating to, arising out of or resulting from: (a) any breach of any representation, warranty or obligation of the Recipient in this Agreement; (b) the Recipient's violation of applicable Law related to the Recipient's use of the Services; or (c) the gross negligence or reckless or wilful misconduct of Recipient, or its employees, representatives in connection with use of the Services by the Recipient.

5.3 **Indemnification Procedures.** The matters pertaining to Indemnification Procedures set forth in the Asset Purchase Agreement shall be deemed incorporated into, and made a part of, this Agreement.

5.4 **Limitation on Liability.** In no event shall either party have any liability under any provision of this Agreement for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple, whether based on statute, contract, tort or otherwise, and whether or not arising from the other party's sole, joint, or concurrent negligence, strict liability, criminal liability or other fault. The aggregate amount of all Losses for which either party may be held liable pursuant to this Agreement shall be the aggregate amount of the Service Fees that the Recipient has paid to Provider under this Agreement. Notwithstanding the foregoing, Provider will not be liable to Recipient for any Losses that arise due to Services provided to Recipient at Recipient's direction which are (i) requested to be performed in a manner different from the scope and nature of such Services provided by employees of Provider prior to the Effective Date or (ii) services that employees of Provider did not provide prior to the Effective Date. The Recipient acknowledges that the Services to be provided to it hereunder are subject to, and that its remedies under this Agreement are limited by, this Section 5.4, including the limitations on representations and warranties with respect to the Services. The remedies provided in this Article V shall be the sole and exclusive remedies of either party for any and all Losses arising out of, related to, resulting from, any breach of the representations, warranties, covenants and agreements contained in this Agreement.

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**ARTICLE VI  
MISCELLANEOUS**

6.1 **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 6.1):

- (a) if to Provider:

Orogenics, Inc.  
4902 Eisenhower Blvd., Suite 125  
Tampa, FL 33634  
Facsimile: (813) 286-7904  
E-mail: msullivan@orogenics.com  
Attention: CFO

with a copy (which shall not constitute notice) to:

Shumaker, Loop & Kendrick, LLP  
101 E. Kennedy Blvd. Suite 2800  
Tampa, FL 33602  
Attention: Mark A. Catchur  
E-mail: mcatchur@slk-law.com  
Facsimile: (813) 229-1660

- (b) if to Recipient:

ProBiora Health, LLC  
3824 Cedar Springs Rd., #349  
Dallas, TX 75219  
E-mail: ckoski@probiorahealth.com  
Attention: Christine L. Koski

with a copy (which shall not constitute notice) to:

Holland & Knight LLP  
100 North Tampa Street  
Suite 4100  
Tampa, Florida 33602  
Attention: Louis T .M. Conti  
Facsimile: (813) 229-0134  
E-mail: louis.conti@hkllaw.com

6.2 **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

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6.3 **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

6.4 **Entire Agreement.** This Agreement, including the Services Exhibit, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement shall be construed in pari materia with the Asset Purchase Agreement, provided that this Agreement provides the exclusive statement of the Parties' respective rights and obligations with respect to the Services, and, to the extent that there is a conflict between the provisions of this Agreement and the provisions of the Asset Purchase Agreement as it relates to the Services hereunder, the provisions of this Agreement shall control. Notwithstanding any other provisions of this Agreement to the contrary, nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations and indemnifications of Provider and the Recipient set forth in the Asset Purchase Agreement.

6.5 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Subject to the following sentence, neither Party may assign its respective rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning Party of any of its obligations hereunder.

6.6 **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

6.7 **Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

6.8 **Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Florida.

6.9 **Waiver of Jury Trial.** Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this agreement or the transactions contemplated hereby. Each Party to this agreement certifies and acknowledges that (a) no representative of any other party has represented, expressly or otherwise, that such other Party would not seek to enforce the foregoing waiver in the event of a legal action, (b) such Party has considered the implications of this waiver, (c) such Party makes this waiver voluntarily, and (d) such Party has been induced to enter into this agreement by, among other things, the mutual waivers and certifications in this Section 6.9.

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6.10 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6.11 **Representation of Counsel; Mutual Negotiation.** The Parties have each had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arm's-length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

6.12 **Further Assurances.** During the term of this Agreement and at all times thereafter, each Party shall provide to the other Party, at its request, reasonable cooperation and assistance (including, without limitation, the execution and delivery of affidavits, declarations, oaths, assignments, samples, specimens and any other documentation) as necessary to effect the terms of the Agreement

*[The remainder of this page has been intentionally left blank.]*

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**Orogenics, Inc.**

By: /s/ Michael Sullivan  
Name: Michael Sullivan  
Title: Chief Financial Officer

**ProBiora Health, LLC**

By: /s/ Christine L. Koski  
Name: Christine L. Koski  
Title: Manager

***SIGNATURE PAGE TO THE TRANSITION SERVICES AGREEMENT***

**EXHIBIT A**  
**SERVICES EXHIBIT**

<u>Type of Services</u>	<u>Department</u>	<u>Description of Provider Service</u>
<b>1. Accounting Services</b>	Finance & Marketing Mgt	<ul style="list-style-type: none"><li>• Recommend or assist in transfer and setup of ProBiora3 products into Recipient system.</li><li>• Recommend or assist in setup and transfer of EDI relationships.</li></ul>
<b>2. Inventory Management Services</b>		
a. Inventory management services	Supply Chain	<ul style="list-style-type: none"><li>• Assist in providing historical sales data.</li><li>• Provider will assist Recipient as reasonably requested from time to time with any purchase orders pending as of closing and purchase orders made by Recipient prior to June 30, 2016 as reasonably requested by Recipient; provided however, for the avoidance of doubt, nothing in this Agreement shall obligate Provider to make any purchase orders in its name after Closing nor is Provider under any obligation to assure delivery of the product contemplated by any such purchase order.</li><li>• Dispose of unneeded inventory as directed and authorized in writing by Recipient.</li><li>• Provider will transfer and deliver the existing physical Inventory (including pending strain shipments) located at third party storage locations to the location(s) reasonably requested by Recipient or arranged for by Recipient (at Recipient's expense).</li></ul>
b. Delivery of open purchase order products	Supply Chain	<ul style="list-style-type: none"><li>• Provider having transferred the (i) Lallemand purchase order #2769 dated January 12, 2016 for S. Oralis product; (ii) Nutraceutix, Inc. PO #2775 dated April 14, 2016, for Evora Pro and Evora Plus product; and (iii) Best PO #2777 dated May 25, 2016, for Evora Pet product to Recipient pursuant to the Asset Purchase Agreement, Provider will use its best efforts to cause delivery of all of the S. Oralis product, Evora Pro and Evora Plus product and Evora Pet product contemplated by such purchase orders to Provider's designated location.</li><li>• To the extent that Provider receives delivery of any product after Closing as a result of any purchase order pending at Closing, it will notify Recipient and cooperate with Recipient on the delivery of any such products received by Provider pursuant to any pending purchase orders from Logic PAKaging, Lallemand, SAS, Best and Nutraceutix, Inc. to the location(s) reasonably requested by Recipient (at Recipient's expense).</li></ul>

<u>Type of Services</u>	<u>Department</u>	<u>Description of Provider Service</u>
<b>3. Shipping and Logistics Services</b>	Supply Chain	<ul style="list-style-type: none"> <li>• Introduce to logistics/fulfillment partners including applicable transition requirements.</li> </ul>
<b>4. Customer, Vendor and Supplier Services</b>	Marketing Mgt	<ul style="list-style-type: none"> <li>• Notify and/or assist in notification of transaction and transition for customers, brokers, and wholesaler/distributor relationships.</li> </ul>
a. Communications with Customers, Vendors and Suppliers	Supply Chain	<ul style="list-style-type: none"> <li>• Assist in getting applicable customer contract consents where required as outlined in the Asset Purchase Agreement.</li> <li>• Provider will participate at reasonable times upon reasonable notice in conference calls with the following suppliers: Nutraceutix, Inc., Best, TabLabs, United States Cold Storage, Inc., and American Type Culture Collection, including introductions of Recipient and will supply all reasonably required documentation requested by Recipient related to the Inventory being held by such suppliers, if any.</li> <li>• Provider will assist Recipient with completing the transfer process required by Microbiological Solutions Ltd. (“MSL”) in order to transfer the Responsible Person Agreement with between Provider and MSL to Recipient.</li> </ul>
<b>5. General Business Support</b>	Marketing Mgt & Regulatory	<ul style="list-style-type: none"> <li>• Introduce and assist with transfer of IP relationships.</li> <li>• Ensure contracts and associated files are copied and sent to Recipient.</li> <li>• Assist with assignment of relevant contracts to Recipient.</li> <li>• Forward all adverse incident and product complaints that come to Provider’s attention to Recipient or named regulatory representative.</li> <li>• Provide general business consultation on the ProBiora3 Business and customers to ensure a smooth transition to Recipient as requested.</li> </ul>
<b>6. IT</b>	Marketing and Outsourced IT	<ul style="list-style-type: none"> <li>• Recipient will establish its own resources and capabilities associated with support for eCommerce and Social Media applications to replace the existing application services during the term of the Agreement; the features and characteristics of such capabilities and associated resources to be established at the discretion of the Recipient, at its sole cost and expense.</li> <li>• Provider will support Recipient by providing data export (transactional and historical) from applicable systems in a mutually agreeable format.</li> <li>• Recipient will provide reasonable notice and development time to Provider to fulfill the data export request.</li> <li>• Provider will support Recipient by maintaining any/all security and compliance controls currently in effect relating to applicable application systems for the duration of the term of the Agreement.</li> </ul>
a. Application Services		



<u>Type of Services</u>	<u>Department</u>	<u>Description of Provider Service</u>
b. Hosting Services	Marketing and Outsourced IT	<ul style="list-style-type: none"> <li>• Provider will support Recipient by providing necessary technical information on any hosted environment(s) in place presently.</li> <li>• Provider will support any/all necessary server access to support Recipient in migrating to its application hosting environment.</li> <li>• Recipient will provide reasonable notice and support time to Provider to provide server information and access needs.</li> <li>• Provider will support Recipient by maintaining any/all security and compliance controls currently in effect relating to applicable hosting services for the duration of the term of the Agreement.</li> </ul>
c. Infrastructure Services (Phone, WAN, e-mail, etc.), Customer Service	Outsourced IT	<ul style="list-style-type: none"> <li>• Provider will provide infrastructure support consistent with any/all services received presently for the duration of the term of the Agreement.</li> <li>• Recipient will establish its own infrastructure resources and services to replace Provider services during the term of the Agreement; the features and characteristics of such resources and services to be established at the discretion of Recipient, at its sole cost and expense.</li> <li>• Provider will support Recipient by providing necessary technical information and user data export relevant to the services in place presently.</li> <li>• Recipient will provide reasonable notice and support time to Provider to provide technical information and user data export request.</li> <li>• Provider will support Recipient by maintaining any/all security and compliance controls currently in effect relating to infrastructure services and customer service for the duration of the term of the Agreement.</li> </ul>
d. Website	Outsourced IT	<ul style="list-style-type: none"> <li>• Provider will remove all references to ProBiora3 from <a href="http://www.oragenics.com/">http://www.oragenics.com/</a> except for a reference to ProBiora3 on Provider's homepage that will function as a link to Recipient's website. Provider will maintain such link to Recipient's website through December 31, 2016.</li> </ul>
e. Transfer of access to Salesforce, Pardot and Fuze	Outsourced IT	<ul style="list-style-type: none"> <li>• Vince Salvo (a Transferred Employee) will update all access into Salesforce, Pardot, and Fuze to reflect the new ownership by Recipient. Mr. Salvo will also update all account, contact and billing information in order to establish Recipient as the new and only owner of these accounts and the data stored on each vendors' server. Provider will be available to assist and cooperate with this transfer process as reasonably requested by Recipient.</li> </ul>
<b>7. Pharmacovigilance</b>		
a. Knowledge Transfer	Marketing Mgt, Regulatory	<ul style="list-style-type: none"> <li>• Product knowledge transfer training session as reasonably requested.</li> <li>• Transfer of all FAQs/FAQ database.</li> <li>• Transfer of all historical consumer complaints and adverse events.</li> <li>• Transfer of safety database.</li> <li>• Transfer of schedule of aggregate report handling.</li> </ul>

<u>Type of Services</u>	<u>Department</u>	<u>Description of Provider Service</u>
<b>8. Quality Assurance</b> a. Knowledge transfer b. Assist with QA/QC services	QA	<ul style="list-style-type: none"> <li>• Transfer Quality Assurance Procedures (QSPs) used to support the ProBiora3 product line.</li> <li>• Transfer all testing procedures used to support ProBiora3 product testing.</li> <li>• Transfer all testing results and data summaries that support product testing, including stability.</li> <li>• Provider will transfer all third-party testing information and associated contacts and will assist as needed to transfer accounts to the Recipient.</li> </ul>
<b>9. Regulatory</b> a. Knowledge transfer b. Assist with Regulatory services		<ul style="list-style-type: none"> <li>• Transfer information and support documentation on all regulatory filings, including their current status.</li> <li>• Introduce and assist with transfer of all regulatory support service provider relationships.</li> </ul>
<b>10. Clinical</b> a. Knowledge transfer		<ul style="list-style-type: none"> <li>• Transfer information on all clinical and non-clinical (animal) studies, current and complete, including data, protocols, reports and filings.</li> </ul>

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**EXHIBIT B**

**PROVIDER DELIVERABLES EXHIBIT**

Provider will complete the following on or before July 31, 2016:

1. Provider will maintain the Master Cell Bank at its current location in Alachua, Florida at no cost for a period of up to 60 days after Closing, and if requested in a written notice by Buyer before July 31, 2016, Provider will facilitate the removal and transfer of the Master Cell Bank to a new storage facility designated by Recipient, in a commercially reasonable time after written notice from Buyer, with all third party costs associated with the transfer to be borne by Recipient. For the avoidance of doubt, if Buyer has not provided written notice requesting transfer of the Master Cell Bank by July 25, 2016, this condition shall be deemed satisfied;
2. Provider will provide paper copies of all existing original Provider documents related to the ProBiora3 Business in Provider's possession (including original reports, records, research, clinical study information, contracts, etc.) whether or not previously included in the Hard Drive delivered at Closing, by depositing those paper records in the Recipient's sub-leased premises at Provider's location in Tampa Florida, at Provider's cost;
3. Provider will cooperate with and assist Recipient with regard to the Registered Intellectual Property maintenance filings set forth on Schedules 2.1(A) and 2.1(B) of the Seller Disclosure Schedule that are due on or before July 31, 2016, as well as any other Intellectual Property assignment and transfer documents requested by Recipient which may be reasonably required to be filed to effect the assignment and transfer of all IP Purchased Assets. To the extent such assistance requires any fees or costs to be incurred by Provider, Recipient shall promptly reimburse Provider for such fees and costs paid or advanced by Provider.

Collectively, the above two items are referred to herein as the "***July Provider Deliverable Items***".

## SUBLEASE AGREEMENT

**THIS SUBLEASE** (the “**Sublease**”) is made and entered into between **Oragenics, Inc.**, a Florida corporation (“**Sublessor**”) and **Probiora Health, LLC**, a Delaware limited liability company (“**Subtenant**”).

1. **PREMISES:** In accordance with that certain Sublease Agreement dated October 10, 2013 (as may be amended from time to time, the “**Prime Lease**”), Sublessor leases from Tampa Eisenhower, LLC (“**Landlord**”) certain premises containing approximately 4,168 square feet in the aggregate (“**Leased Premises**”) located at 4902 Eisenhower Avenue, Suite 125, Tampa, FL 33634. The Leased Premises are further described in the Prime Lease, a copy of which is attached hereto as *Exhibit A* and is incorporated by reference herein.
2. **DEMISE:** In accordance with this Sublease, Sublessor hereby subleases to Subtenant, and Subtenant hereby subleases from Sublessor, 827.92 square feet of the Leased Premises (“**Subleased Premises**”), as demised per the floor plan depicted in *Exhibit B*. Subject to the terms of the Prime Lease, at no additional charge to Subtenant (except such charges as may be included in Operating Costs in accordance with the terms of the Prime Lease), Subtenant shall have the right to use all associated common areas and shall have such other use and access rights as may be necessary for the exercise of its rights and the performance of its obligations hereunder, including, but not limited to, access to electrical, phone and data rooms, existing phone and data wiring infrastructure, and restrooms.

In addition, Sublessor shall have non-exclusive access to and use of the conference rooms, break room, internet service, copiers and trash removal services, as all are currently located in and provided to the Leased Premises (the “**Amenities**”), such use to be in a manner that does not unreasonably interfere with Sublessor’s use of the Amenities.

3. **SUBLEASE:** This Sublease is subject and subordinate to the Prime Lease and to the matters to which the Prime Lease is or shall be subject and subordinate.
4. **TERM:** The term of this Sublease shall commence on June 24, 2016 (the “**Commencement Date**”) and shall expire on February 28, 2017 (the “**Term**”), unless sooner terminated in accordance with this Sublease.
5. **PRIME LEASE:** The Prime Lease is incorporated herein by reference (Exhibit A) so that, except to the extent that certain provisions of the Prime Lease are inapplicable or modified by this Sublease, or excluded below, each and every term, covenant and condition of the Prime Lease binding or inuring to the benefit of Landlord shall, in respect of the Sublease, bind or inure to the benefit of Sublessor, and each and every term, covenant and condition of the Prime Lease binding or inuring to the benefit of lessee there under shall, in respect to the Sublease, bind or inure to the benefit of Subtenant, with the same force and effect as if such terms, covenants and conditions were completely set forth in the Sublease, and as if the words “Landlord” and “Tenant”, or words of similar import, wherever the same appear in the Prime Lease, were construed to mean, respectively, “Sublessor” and “Subtenant” in this Sublease, and as if the words “Leased Premises”, “Premises”, “Leased Property”, or words of similar import, wherever the same appear in the Prime Lease, were construed to mean “Subleased Premises” in this Sublease, and as if the word “Lease”, or words of similar import, wherever the same appear in the Prime Lease, were construed to mean this “Sublease.” If any of the express provisions of the

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Sublease shall conflict with any of the provisions of the Prime Lease incorporated by reference herein, such conflict shall be resolved in every instance in favor of the express provisions of the Sublease. Notwithstanding the foregoing or anything to the contrary contained herein, Subtenant shall not have the right to exercise any renewal options, expansion options, rights of first offer or similar rights set forth in the Prime Lease.

6. **RENT:** Subtenant shall pay the total rent, including base rent, additional costs and other charges (collectively referred to herein as “**Rent**”), in the amount of \$1,622.60 per month, which shall be paid on the fifth day of every month during the Term.

Subtenant shall make all payments to the party identified in the “Notices” section set forth herein, or to such other place as Sublessor may designate in writing. If the Commencement Date is other than the first day of a calendar month, the Rent for the first month shall be prorated and shall be tendered to Sublessor simultaneously with Subtenant’s executed counterpart of this Sublease.

7. **PERFORMANCE BY SUBLESSOR:** Any obligations of Sublessor which are contained in this Sublease by the incorporation by reference of the provisions of the Prime Lease shall be observed or performed by Sublessor using reasonable efforts to cause the Landlord to observe and/or perform the same (which obligations include, without limitation, services to be provided by Landlord and restoration of damaged property), and Sublessor shall enforce its rights to cause such observance or performance in a commercially reasonable manner. Subtenant shall not in any event have any rights with respect to the Subleased Premises greater than Sublessor’s right with respect thereto under the Prime Lease.
8. **NO BREACH OF PRIME LEASE:** Subtenant shall not do any act which may constitute a breach or violation of any term, covenant or condition of the Prime Lease by Sublessor thereunder, whether or not such act or thing is permitted under the provisions of this Sublease. Sublessor shall not do or permit to be done any act which may constitute a breach or violation of any term, covenant or condition of the Prime Lease.
9. **INDEMNITY:** In addition to the indemnity obligations and related provisions of the Master Lease (including, without limitation, Section 10(d)), Subtenant shall indemnify Sublessor in the same manner as set forth therein, such that the indemnifications, covenants, agreements, and obligations contained therein shall inure to the benefit of both Master Landlord and Sublessor. All waivers of liability of Master Landlord under the Master Lease, including without limitation those set forth in Section 10(c) of the Master Lease, shall likewise be deemed waivers by Subtenant in favor of Master Landlord and Sublessor. Furthermore, Subtenant shall indemnify, defend, and save harmless Sublessor and Sublessor’s employees, agents, and contractors from and against any and all loss, damage, claim, demand, liability, or expense (including reasonable attorneys’ fees) resulting from claims by third parties and based on any negligence, acts or omissions of Subtenant, its employees, agents and invitees, in connection with the Leased Premises or any default by Sublessee under this Sublease, including, without limitation, any holdover by Subtenant after expiration or earlier termination of this Sublease.
10. **NO PRIVITY OF ESTATE:** Nothing contained in the Sublease shall be construed to create privity of estate or of contract between Subtenant and the Landlord.

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11. **RELEASES:** Subtenant hereby releases the Landlord or anyone claiming through or under the Landlord by way of subrogation or otherwise to the extent that Sublessor, as tenant, released the Landlord pursuant to the terms of the Prime Lease, and/or the Landlord was relieved of liability or responsibility pursuant to the provisions of the Prime Lease, and Subtenant will cause its insurance carriers to include any clauses or endorsements in favor of the Landlord which Sublessor is required to provide pursuant to the provisions of the Prime Lease with respect to the Subleased Premises.
  12. **USE:** Subtenant shall use and occupy the Subleased Premises solely for general office purposes and lawful uses incidental thereto. Any other activities not specifically mentioned above regarding the use and occupancy of the Subleased Premises is subject to the prior written approval of Sublessor and Landlord.
  13. **CONDITION OF SUBLEASED PREMISES:** Subtenant is leasing the Subleased Premises in its "as is," "where is" condition as of the Commencement Date.
  14. **CONSENT AND APPROVALS:** Sublessor shall reasonably cooperate to seek Landlord's consent to any matter under the Prime Lease as may be reasonably requested by Subtenant.
  15. **NOTICES:** Any notice, report, statement, approval, consent, designation, demand or request to be given under this Sublease shall be effective when delivered in writing, after being deposited for mailing with the United States Postal Service or with a recognized overnight delivery service and addressed to Sublessor or Subtenant at the following addresses:

**Sublessor:**

Oragenics, Inc.  
Michael Sullivan, CFO  
4902 Eisenhower Boulevard,  
Suite 125  
Tampa, FL 33634  
msullivan@oragenics.com

**Subtenant:**

ProBiora Health, LLC  
Christine L. Koski, Manager  
3824 Cedar Springs Rd., #349  
Dallas, TX 75219  
ckoski@probiorahealth.net

Sublessor shall promptly give written notice to Subtenant of (i) all claims, demands or controversies by or with the Landlord under the Prime Lease, and (ii) any events which require that Sublessor give notice to Landlord under the Prime Lease, which would materially affect Subtenant's rights or obligations hereunder.

16. **TERMINATION:** If for any reason the Prime Lease shall terminate prior to the expiration of the Sublease Term, this Sublease shall thereupon be simultaneously terminated and Sublessor shall have no liability whatsoever to Subtenant by reason thereof. Sublessor and Subtenant shall each have the right to terminate this Sublease by delivering written notice to the other no later than sixty (60) days prior to the early termination date, *provided however*, Sublessor shall not deliver a written notice of termination prior to August 1, 2016. To the extent the lease termination falls on a date that is other than the first day of a calendar month, the rent for that month shall be prorated.
17. **ASSIGNMENT AND SUBLETTING:** Subtenant shall not sublet the Subleased Premises or any part thereof or assign the Sublease or otherwise encumber or dispose of its interest therein without

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Sublessor's and Landlord's prior written consent in each instance, which consent may be withheld in Sublessor's and/or Landlord's sole discretion, except that Subtenant shall have the right, without Sublessor's or Landlord's consent, to assign this Sublease to any entity that controls, is controlled by, or under common control with Subtenant.

18. **INSURANCE:** Subtenant shall, throughout the term of this Sublease, maintain for the Subleased Premises comparable insurance coverage as required of Sublessor under the Prime Lease. Such insurance shall, in addition to complying with the requirements of the Prime Lease, name Sublessor as an additional insured.
19. **DEFAULT:** The default provisions set forth in the Prime Lease are incorporated herein by reference, provided that Subtenant shall have a five (5) day notice and cure period for monetary default and a fifteen (15) day notice and cure period for non-monetary default (unless such cure cannot reasonably be completed within fifteen (15) days, in which case Subtenant shall have a reasonable period of time in which to effect a cure, so long as Subtenant diligently prosecutes the cure to completion). Any Event of Default by Subtenant under the terms of the Prime Lease (as defined in Section 16 thereof) or this Sublease shall entitle Sublessor to the remedies set forth in the Prime Lease, including without limitation, Section 17.
20. **BROKERAGE:** Each party represents and warrants to the other that no broker or other person had any part, or was instrumental in any way, in bringing about the Sublease.
21. **WAIVER OF JURY TRIAL: TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUBLANDLORD AND SUBLESSEE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS SUBLEASE, THE PRIME LEASE, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.**
22. **MODIFICATIONS:** The Sublease cannot be changed orally or in any manner other than by a written agreement executed by both parties. Sublessor shall not amend the Prime Lease with respect to any material provision that would materially affect Subtenant's rights or obligations hereunder without Subtenant's prior written consent.
23. **SUCCESSORS AND ASSIGNS:** The provisions of the Sublease, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and permitted assigns.
24. **INTERPRETATION:** This Sublease shall be governed by and construed in accordance with the laws of the State of Florida. If any provision of the Sublease or application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of the Sublease and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. The captions and headings are solely for convenience of reference and shall be construed without regard to any presumption or other rule requiring construction against the party causing the Sublease to be drafted.

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25. **AUTHORITY:** Each party represents and warrants that the undersigned has the full right, power and authority to execute this Sublease on behalf of the party indicated.
  26. **QUIET ENJOYMENT:** Sublessor warrants that, upon payment of the Rent, as defined herein, and performance of all obligations, covenants and agreements of Subtenant hereunder, Subtenant shall peaceably and quietly have, hold and enjoy the Subleased Premises during the Sublease Term, subject however to the provisions of this Sublease.
  27. **PARKING:** Subject to the terms and conditions of the Prime Lease, Sublessor shall, at no cost to Subtenant, allow Subtenant the use of such parking as is made available to Sublessor under the Prime Lease with respect to the Subleased Premises.
  28. **ATTORNEYS' FEES:** If Sublessor or Subtenant brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party shall be awarded all of the prevailing party's costs incurred in such action (including without limitation reasonable attorneys' fees and costs at all tribunal levels) to be paid by the non-prevailing party.
  29. **TIME:** Time is of the essence with regard to all Subtenant and Sublessor obligations under this Sublease.
  30. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.
  31. **LANDLORD'S CONSENT:** This Sublease is expressly contingent upon receipt of Landlord's approval and execution of the Landlord's Consent attached hereto as *Exhibit C* and incorporated herein by this reference.
  32. **COUNTERPARTS:** This Sublease may be executed in multiple counterparts. Facsimile signatures shall be deemed originals.

**[Signature page follows]**



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**[Signature page to Sublease Agreement]**

IN WITNESS WHEREOF, the parties have caused this Sublease to be executed by their duly authorized representatives.

**WITNESSES:**

Witness 1: \_\_\_\_\_

Name: \_\_\_\_\_

Witness 2: \_\_\_\_\_

Name: \_\_\_\_\_

**WITNESSES:**

Witness 1: \_\_\_\_\_

Name: \_\_\_\_\_

Witness 2: \_\_\_\_\_

Name: \_\_\_\_\_

**Exhibits:**

- Prime Lease
- Subleased Premises Floor Plan
- Landlord Consent

**SUBTENANT:**

**Probiora Health, LLC,**  
a Delaware limited liability company

By: /s/ Christine L. Koski

Name: Christine L. Koski

Title: Manager

Date: June 24, 2016

**SUBLESSOR:**

**Oragenics, Inc.,** a Florida corporation

By: /s/ Michael Sullivan

Name: Michael Sullivan

Title: Chief Financial Officer

Date: June 24, 2016



## **Oragenics Announces Completion of Sale of Consumer Probiotic Business**

**Tampa, FL (June 27, 2016)** – Oragenics, Inc. (NYSE MKT: OGEN.BC) (the “Company”), a leader in the development of novel antibiotics against infectious disease and developing effective treatments for oral mucositis, today announced it has completed the sale of its Consumer Probiotic Business to ProBiora Health, LLC, (“ProBiora Health”) an entity owned by Ms. Christine L. Koski. The purchase price was \$1,700,000 in cash of which \$1,250,000 was paid at closing and \$450,000 is payable on or before July 31, 2016. ProBiora Health will also assume certain liabilities and the purchase price is not subject to adjustment. ProBiora Health will also be obligated to pay the Company contingent consideration annually over a 10 year period based on a percentage of sales of products using the Purchased Assets, with a maximum obligation to the Company of \$2,000,000.

The transaction was approved by a special committee of the Company’s board of directors consisting solely of disinterested directors and Griffin Securities rendered a fairness opinion in connection with the transaction. Ms. Koski, a director since 2009, and a significant shareholder of the Company through the Koski Family Limited Partnership, also resigned as a director of the Company upon completion of the sale to focus on this new endeavor and her other endeavors.

Dr. Frederick Telling, Chairman of Oragenics, thanked Ms. Koski on behalf of the board of directors and the Company for her long-time services as a director stating “We thank Chris for her years of valuable service on our board of directors and we wish her well in all of her endeavors.”

Christine Koski, Chairperson and CEO of ProBiora Health commented “Since 2009, I have strongly supported the ProBiora3 product lines and believe in the benefits that the Evora products bring to oral and dental health. As Oragenics’ focus has shifted from the ProBiora3 business, I am excited about the opportunity to take charge of the development of the ProBiora3 business, and am confident it will benefit from independent leadership and investment. As the new owner of the patented ProBiora3 business line, ProBiora Health will be focusing our resources to raise awareness of Oral Probiotics, conducting additional clinical research, and increasing sales growth for all of our current and future products.”

### **About Oragenics, Inc.**

We are focused on becoming the world leader in novel antibiotics against infectious disease and on developing effective treatments for oral mucositis. Oragenics, Inc. has established two exclusive worldwide channel collaborations with Intrexon Corporation, a synthetic biology company. The collaborations allow Oragenics access to Intrexon’s proprietary technologies toward the goal of accelerating the development of much needed new antibiotics that can work against resistant strains of bacteria and the development of biotherapeutics for oral mucositis and other diseases and conditions of the oral cavity, throat, and esophagus.

For more information about Oragenics, visit [www.oragenics.com](http://www.oragenics.com).

### **About ProBiora Health™**

ProBiora Health is committed to the science of probiotics to promote oral and dental health, by developing and marketing a complete line of proprietary and patented ProBiora3® probiotics that are specifically designed to enhance oral health for humans and pets. ProBiora Health is now the world leader in oral and dental Probiotics with its line of consumer, professional and pet oral products, marketed under the Evora brand names; EvoraPlus®, EvoraPet® and EvoraPro® all of which are based on ProBiora3®, a patented proprietary blend of three naturally occurring strains of beneficial bacteria.

For more information about ProBiora Health, LLC visit [www.probiorahealth.com](http://www.probiorahealth.com), email [info@probiorahealth.com](mailto:info@probiorahealth.com), or call 800-983-6908.

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**Safe Harbor Statement:** Under the Private Securities Litigation Reform Act of 1995: This release includes forward-looking statements that reflect management's current views with respect to future events and performance. These forward-looking statements are based on management's beliefs and assumptions and information currently available. The words "believe," "expect," "anticipate," "intend," "estimate," "project" and similar expressions that do not relate solely to historical matters identify forward-looking statements. Investors should be cautious in relying on forward-looking statements because they are subject to a variety of risks, uncertainties, and other factors that could cause actual results to differ materially from those expressed in any such forward-looking statements. These factors include, but are not limited to, our current need for financing to meet our operational needs and to be able to move our product candidates forward through pre-clinical and clinical development, our inability to obtain sufficient financing to conduct our business; any inability to obtain or delays in FDA approval for future clinical studies and testing, the future success of our studies and testing and any inability to also achieve favorable results in human studies, our ability to successfully develop and commercialize products, the financial resources available to us to continue research and development, any inability to regain compliance with the NYSE MKT continued listing requirements and those other factors described in our filings with the U.S. Securities and Exchange Commission. Any responsibility to update forward-looking statements is expressly disclaimed.

**Oragenics Corporate Contact**

**Michael Sullivan**

**Chief Financial Officer**

Oragenics, Inc.

4902 Eisenhower Drive, Suite 125

Tampa, FL 33634

Tel: 813-286-7900 x232

[msullivan@oragenics.com](mailto:msullivan@oragenics.com)

**Investor / Media Contacts**

**David Burke**

The Ruth Group

Tel: 646-536-7009

[dburke@theruthgroup.com](mailto:dburke@theruthgroup.com)