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

# FORM 8-K

## CURRENT REPORT

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

**Date of Report: March 11, 2011 (Date of earliest event reported)**

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

| FL | 001-32188 | 59-3410522 |
|---|---|---|
| (State or other jurisdiction of incorporation) | (Commission File Number) | (IRS Employer Identification Number) |

| 3000 Bayport Drive, Suite 685<br>Tampa, FL | 33607 |
|---|---|
| (Address of principal executive offices) | (Zip Code) |

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

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

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT**

Oragenics, Inc. (the "Company") previously announced that it had entered into an unsecured revolving credit agreement (the "Credit Facility") with the Koski Family Limited Partnership ("KFLP") on July 30, 2010. Pursuant to the Credit Facility the Company was able to borrow up to $2.0 million from the KFLP at LIBOR plus 6.0%, subject to certain conditions precedent, including compliance with the Credit Facility. On January 24, 2011 the Company entered into a First Amendment to the Credit Facility (the "First Amendment") to increase the available borrowing from $2,000,000 to $2,500,000 and simultaneously therewith the Company drew on the Credit Facility as amended by the First Amendment to borrow the additional $500,000 in available funds. On February 4, 2011, the Company entered into a Second Amendment (the "Second Amendment") to the Credit Facility (together the "Credit Facility, as amended"). Under the Second Amendment, the due date of the amounts outstanding under the Credit Facility, as amended has been extended by one year from July 30, 2011 to July 30, 2012. The interest rate remained at LIBOR plus 6.0%. As a result of the Second Amendment, the Company was able to borrow up to an additional $2,500,000 from the KFLP. Future draws under the Credit Facility, as amended, are limited to $500,000 per month commencing no earlier than March 2011.

On March 15, 2011, the Company drew down on the Credit Facility, as amended in the amount of five hundred thousand dollars ($500,000) and executed a Revolving Unsecured Promissory Note (the "March 2011, Promissory Note") for such amount in favor of the KFLP. The Promissory Note matures on July 30, 2012.

A copy of the Promissory Note is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

**ITEM 4.01 CHANGES IN REGISTRANT'S CERTIFYING ACCOUNTANT**

Oragenics ("the Company") appointed Mayer Hoffman McCann P.C. as the Company's new auditor as approved by the Audit Committee of the Board of Directors on March 11, 2011. The Company was notified that the shareholders of Kirkland, Russ, Murphy & Tapp, P.A. ("KRMT"), the independent registered public accounting firm engaged by the Company on November 2, 2009 became shareholders of Mayer Hoffman McCann P.C. pursuant to an asset purchase agreement effective November 1, 2010. KRMT now operates under the name Mayer Hoffman McCann P.C.

During the Company's two most recent fiscal years ended December 31,2009 and through the date of this Current Report on Form 8-K, the Company did not consult with Mayer Hoffman McCann P.C. regarding any of the matters or reportable events set forth in Item 304 (a)(2) (i) and (ii) of Regulation S-K.

In connection with the audits of the Company's financial statements for each of the fiscal years ended December 31, 2009 and through the date of this Current Report on Form 8-K, there were (i) no disagreements between the Company and KRMT on any matters of accounting principles or practices, financial statement disclosure, or auditing scope or procedures, which disagreements, if not resolved to the satisfaction of KRMT, would have caused KRMT to make reference to the subject matter of the disagreement in their reports on the Company's financial statements for such years, or for any reporting period, since the Company's last fiscal year end and (ii) no reportable events within the meaning set forth in Item 304(a)(1)(v) of Regulation S-K.

The Company has provided KRMT a copy of the disclosures in the Form 8-K and has requested that KRMT furnish it with a letter addressed to the Securities and Exchange Commission stating whether or not KRMT agrees with the Company's statements in this Item 4.01. A copy of the letter dated March 11, 2011 furnished by KRMT in response to that request is filed as Exhibit 16.1 to this Current Report on Form 8-K.

**ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.**

On March 11, 2011 our Board of Directors and Compensation Committee approved an option award of 20,000 shares to Mr. Brian Bohunicky, our Chief Financial Officer under the Company's Amended and Restated 2002 Stock Option and Incentive Plan, as amended (the "Plan"). These options vest equally over a three (3) year period from the date of grant and are exerciseable at $3.60 per share, the price our stock closed on March 11, 2011, the date of the grant. On that same date Mr. Bohunicky was also granted 10,000 shares of restricted common stock under the Plan half of which vests in six (6) months and the other half on the anniversary of the award. These restricted shares were granted at the price of $3.60**,** the closing price on March 11, 2011, the date of the award.

The Board also approved the payment of up to $15,000 to Mr. Bohunicky to reimburse him for relocation expenses he may incur in connection with his contemplated relocation to our primary corporate headquarters in Tampa, Florida.

On March 11, 2011 our Board of Directors approved an award of 10,000 shares of restricted common stock under the Plan in connection with, and as recognition of, the time Mr. Koski is spending in his role as liaison between management and the Board during the vacancy in the Company's position of Chief Executive Officer and President. Half of the shares of restricted common stock vest in six (6) months and the other half on the anniversary of the award. These restricted shares were granted at the price of $3.60**,** the closing price on March 11, 2011, the date of the award.

The Company's form of restricted stock award agreement for employees, members of the Board of Directors and consultants (for time vesting awards) is attached hereto as Exhibit 10.5 to this Current Report on Form 8-K and is incorporated by reference herein. This form of award agreement may be used by the Company from time to time in connection with awards of restricted stock to employees, directors, and consultants including the grants to Mr. Bohunicky and Mr. Koski discussed above.

**ITEM 8.01 OTHER EVENTS**

While Mr. Bohunicky remains the Company's principal accounting officer, the Company notes that Mr. John Fieldly was promoted to Controller.

**ITEM 9.01 FINANCIAL INFORMATION AND EXHIBITS**

**(d) Exhibits.**

| Number | Description |
|---|---|
| 10.1 | Revolving Unsecured Promissory Note dated March 15, 2011. |
| 10.2 | Revolving Credit Agreement by and between the Koski Family Limited Partnership and Oragenics, Inc. dated July 30, 2010 and form of Revolving Unsecured Promissory Note* |
| 10.3 | First Amendment to the Revolving Credit Agreement by and between the Koski Family Limited Partnership and Oragenics, Inc. dated January 24, 2011**. |
| 10.4 | Second Amendment to Unsecured Revolving Credit Agreement between Oragenics and the Koki Family Limited Partnership dated February 4, 2011*** |

10.5 Form of Restricted Stock Award Agreement

16.1 Letter from Kirkland, Russ, Murphy & Tapp, P.A. to the U.S. Securities and Exchange Commission, dated as of March 11, 2011, stating its agreement with the statements made in this report.

* Incorporated by reference to Form 8-K filed on August 2, 2010.
** Incorporated by reference to Form 8-K filed on January 28, 2011.
*** Incorporated by reference to Form 8-K filed on February 8, 2011.

**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 on this 15th day of March, 2011.

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

BY: /s/ Brian Bohunicky
Brian Bohunicky
Chief Financial Officer

**Exhibit 10.1**

**[March 15, 2011 Promissory Note]**

**Exhibit 10.1**

**REVOLVING UNSECURED PROMISSORY NOTE**

$500,000

Tampa, Florida
March 15, 2011

FOR VALUE RECEIVED, ORAGENICS, INC., a Florida corporation located at 3000 Bayport Drive, Suite 685, Tampa, Florida 32607 ("Borrower"), hereby promises to pay to the order of KOSKI FAMILY LIMITED PARTNERSHIP, a Texas limited partnership having a mailing address of 3525 Turtle Creek Boulevard, Unit 19-B, Dallas, Texas 75219 ("Lender"), the sum of Five Hundred Thousand Dollars ($500,000), together with interest thereon as provided herein. All sums are payable by personal delivery or by mail to Lender at the address listed above, or at such other address as Lender may designate to Borrower. This note is provided pursuant to the Revolving Credit Agreement dated July 30, 2010 as amended by the First Amendment dated January 24, 2011 and the Second Amendment dated February 4, 2011, by and between Lender and Borrower.

1. Interest. The unpaid principal balance under this Revolving Unsecured Promissory Note ("Promissory Note") shall bear interest from the date hereof at an annual rate equal to the London Interbank Offered Rate (LIBOR) plus six percent (6%) (the "Applicable Rate"). The Applicable Rate shall be adjusted quarterly on the first day of each calendar quarter while any principal balance hereunder remains unpaid, based on the LIBOR in effect on the business day immediately preceding such adjustment date.

2. Payment of Principal and Interest. The principal of this Promissory Note, together with all accrued interest thereon, shall be due and payable on July 30, 2012. Any portion of the principal of this Promissory Note may be prepaid, together with the accrued interest with respect to such principal payment, prior to maturity, without penalty. Any payment made under this Promissory Note shall be applied first to accrued interest and then to principal. Payment of principal and interest shall be made in such coin or currency of the United States of America that, at the time of payment, constitutes legal tender for the payment of public and private debt.

3. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default":

   (a) the failure of Borrower to pay all or any portion of the principal and interest due and payable under this Promissory Note and such failure continues for five (5) business days after the Lender notifies Borrower in writing of such failure;

   (b) the filing against Borrower of an involuntary petition or other pleading seeking the entry of a decree or order for relief under the United States Bankruptcy Code or any similar federal or state insolvency or other similar law ordering: (i) the liquidation of Borrower, (ii) a reorganization of Borrower or the business and affairs of Borrower, or (iii) the appointment of a receiver, liquidator, assignee, custodian, trustee or similar official for Borrower or the property of Borrower, and the failure to have such petition or other pleading denied or dismissed within thirty (30) days from the date of filing;

(c) the commencement by Borrower of a voluntary case under the United States Bankruptcy Code or any similar federal or state insolvency or other similar law, (ii) the consent by Borrower to the appointment or taking possession by a receiver, liquidator, assignee, trustee, custodian or similar official for Borrower or any of the property of Borrower, or (iii) the making by Borrower of an assignment for the benefit of creditors.

(d) the breach of any term of any of the Loan Documents as defined in that Revolving Credit Agreement of July 30, 2010 by and between Borrower and Lender.

4. Rights and Remedies Upon Default. Upon the occurrence of an Event of Default, the principal and all accrued but unpaid interest due under this Promissory Note shall, at the option of Lender, become immediately due and payable and may be collected forthwith without notice to Borrower, regardless of the stipulated date of maturity and, in that event, Borrower promises to pay, in addition to the unpaid principal and interest hereunder, all costs, including reasonable attorneys' fees, paralegals' fees and expenses for any primary, appellate, bankruptcy and post-judgment proceedings, that Lender may incur or be put to in the collection of such amounts. Any overdue payment of principal or interest due under this Promissory Note shall bear interest from the due date at twelve percent (12%) per annum.

5. Waiver. Borrower hereby waives protest, demand, presentment and notice of dishonor, notice of the maturity, nonpayment, and all requirements necessary to hold it liable as the maker of this Promissory Note, and agrees that this Promissory Note may be extended in whole or in part without limit as to the number of such extensions or the period or periods thereof, and without notice to it and without affecting its liability hereunder. Failure to accelerate the debt in the event of any default hereunder, or other indulgence granted from time to time, shall not be construed as a novation of this Promissory Note or a waiver of the right of Lender to thereafter insist upon strict compliance with the terms of this Promissory Note without previous written notice of such intention being given to Borrower.

6. Compliance With Usury Laws. All agreements between Borrower and Lender are hereby expressly limited so that in no event shall the amount paid or agreed to be paid to Lender for the use, forbearance, or detention of the money loaned under this Promissory Note exceed the maximum amount permissible under the laws of the State of Florida. If, at the time of any interest payment, the payment amount due under this Promissory Note is in excess of the legal limit, the obligation shall be reduced to the legal limit. If Borrower should ever receive, as interest, an amount that exceeds the highest lawful rate, the amount that would be excessive as interest shall be applied to the reduction of the principal amount owing under this Promissory Note, and not to the payment of interest.

7. Waiver of Jury Trial. BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONJUNCTION WITH, THIS PROMISSORY NOTE AND ANY OTHER AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.

8. Choice of Law; Venue. The laws of the State of Florida, excluding its choice of law provisions if such laws would result in the application of laws other than the laws of the State of Florida, shall govern any disputes with respect to this Promissory Note, the validity of this Promissory Note, the construction of its terms, and the interpretation of the rights and duties of Borrower and Lender hereunder. The forum selected for any proceeding or suit related to a dispute between Borrower and Lender related to this Promissory Note shall be in a federal or state court of competent jurisdiction located in Hillsborough County, Florida. Borrower consents to said courts' personal jurisdiction over it and waives any defense, whether asserted by motion or pleading, that Hillsborough County, Florida is an improper or inconvenient venue.

9. Notice. Any notice, demand or other communication to Borrower that is permitted or required hereunder shall be given in writing, and shall be deemed to have been duly delivered (i) when delivered by personal delivery, (ii) three (3) days after being deposited with the United States Postal Service for mailing by first class mail, postage prepaid, certified mail, with return receipt requested (regardless of whether the return receipt is subsequently received), or (iii) one business day after being deposited with a nationally recognized courier service for overnight delivery; and in each case addressed by Lender to Borrower at the address for Borrower first listed above, or to such other address as Borrower may notify Lender in writing in conformity with the provisions of this Section.

10. Documentary Stamp Taxes. Borrower shall pay all documentary stamp taxes due on the obligation evidenced by this Promissory Note.

11. Assignment. Lender may assign all or any portion of this Promissory Note and Lender's rights thereunder.

12. Binding Effect. This Promissory Note shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

13. Computation of Time. Whenever the last day for payment of any amount due hereunder shall fall upon Saturday, Sunday or any public or legal holiday, whether federal or of the State of Florida, Borrower shall have until 5:00 p.m. on the next succeeding regular business day to make such payment.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note on the date indicated below.

**ORAGENICS, INC.**

By: /s/ Brian Bohunicky
Name: Brian Bohunicky
Title: Chief Financial Officer
Date: March 15, 2011

**Exhibit 10.5**

**FORM OF**
**RESTRICTION STOCK AGREEMENT**

**THIS RESTRICTION STOCK AGREEMENT** (the "**Restriction Agreement**"), dated effective as of the __th day of _____, 20__, is by and between Oragenics, Inc., a Florida corporation (the "**Company**"), and_____ (the "**Participant**").

**WHEREAS**, the Company maintains the Amended and Restated 2002 Stock Option and Incentive Plan, as amended (the "**Plan**"), for the benefit of employees, directors, or consultants of the Company who provide services to the Company;

**WHEREAS,** the Plan provides for grant of shares of the common stock, no par value, of the Company (the "**Common Stock**") as restricted stock awards;

**WHEREAS**, Participant serves as the _____ and a key employee [or consultant] of the Company; and

**WHEREAS**, the Company has decided to grant the Participant shares of the Common Stock, subject to the transfer restrictions, vesting conditions and other terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the covenants and agreements herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

**1. Grant of Restricted Stock**. The Company hereby grants to the Participant a total of _____ (_____) shares of the Common Stock (the "Restricted Shares"), subject to the transfer restrictions, vesting schedule and other conditions set forth in this Restriction Agreement. The Participant shall not be required to provide the Company with any payment (other than his past and future services to the Company) in exchange for such Restricted Shares. The terms of the Plan are hereby incorporated into this Restriction Agreement by this reference, as though fully set forth herein. Except as otherwise provided herein, capitalized terms herein will have the same meaning as defined in the Plan.

As provided in Section 4, the Company shall cause the Restricted Shares to be issued in the name of the Participant either by book-entry registration or issuance of a stock certificate or certificate promptly upon execution of this Restriction Agreement. On or before the date of execution of this Restriction Agreement, the Participant shall deliver to the Company one or more stock powers endorsed in blank relating to the Restricted Shares.

**2. Restrictions.** The Participant shall have all rights and privileges of a shareholder of the Company with respect to the Restricted Shares, including voting rights and the right to receive dividends paid with respect to the Restricted Shares, except that the following restrictions shall apply until such time or times as these restrictions lapse under Section 3 or any other provision of this Restriction Agreement:

(i) the Participant shall not be entitled to delivery of the certificate or certificates for any of the Restricted Shares until the restrictions imposed by this Restriction Agreement have lapsed with respect to those Restricted Shares;

(ii) the Restricted Shares may not be sold, transferred, assigned, pledged or otherwise encumbered or disposed of by the Participant before these restrictions have lapsed, except with the express written consent of the Company; and

(iii) the Restricted Shares shall be subject to forfeiture upon termination of the Participant's employment with the Company to the extent set forth in Section 6 below.

If any portion of the Restricted Shares become vested under Section 3 below (or Sections 6, 7 or 8), such newly vested shares shall no longer be subject to the preceding restrictions and shall no longer be considered Restricted Shares.

Any attempt to dispose of Restricted Shares in a manner contrary to the restrictions set forth in this Restriction Agreement shall be ineffective.

3. **Vesting; When Restrictions Lapse**.

The Restricted Shares shall vest as follows: (i) as to [_____] of the shares on _____ and (ii) as to [_____] of the shares on _____, or at such earlier time as the restrictions may lapse pursuant to Sections 6, 7 or 8 of this Restriction Agreement.

4. **Issuance of Stock Certificates for Shares.** To the extent stock certificates are issued, the stock certificate or certificates representing the Restricted Shares shall be issued promptly following the execution of this Restriction Agreement, and shall be delivered to the Corporate Secretary or such other custodian as may be designated by the Company, to be held until the restrictions lapse under Sections 3, 6, 7 or 8. Such stock certificate or certificates shall bear the following legend:

"The transferability of this certificate and the shares of stock represented hereby are subject to the terms and conditions (including forfeiture) of a Restricted Stock Agreement entered into between the registered owner and Oragenics, Inc. Copies of such Agreement are on file in the offices of the Corporate Secretary, Oragenics, Inc. 3000 Bayport Drive, Suite 685 Tampa, FL 33607.

Once the restrictions imposed by this Restriction Agreement have lapsed with respect to all or any portion of the Restricted Shares, a stock certificate or certificates for such portion of the Restricted Shares shall be surrendered and exchanged for a new unlegended stock certificate representing the newly vested shares. The new certificates shall be delivered to the Participant promptly after the date on which the restrictions imposed on such shares by this Restriction Agreement have lapsed, but not before the Participant has made arrangements satisfactory to the Company for tax withholding (as required by Section 5), and provided that any certificate representing the portion of the newly vested shares (if any) that the Participant applies to satisfy his or her tax withholding obligations pursuant to Section 5(b) below shall be delivered to the Company rather than the Participant. The Company may also condition delivery of certificates for Restricted Shares upon receipt from the Participant of any undertakings that it may determine are appropriate to facilitate compliance with federal and state securities laws.

5. **Tax Withholding**. Whenever the restrictions applicable to all or a portion of the Restricted Shares lapse under the terms of this Restriction Agreement, the Company shall notify the Participant of the amount of tax that must be withheld by the Company under all applicable federal, state and local tax laws. The Participant agrees to make arrangements with the Company to:

(a) remit the required amount to the Company,

(b) deliver to the Company shares of Common Stock currently held by the Participant (including newly vested Restricted Shares) with a value equal to the required amount,

(c) authorize the deduction of such amounts from the Participant's regular salary payments, or

(d) otherwise satisfy the applicable tax withholding requirement in a manner satisfactory to the Company.

6. **Termination of Employment; Change in Corporate Control.**

(a) Except as provided in subsection (b) below or in Sections 7 and 8 below, if the Participant's employment with the Company is terminated before all of the restrictions have lapsed with respect to the Restricted Shares under this Restriction Agreement, any Restricted Shares that remain subject to the restrictions imposed by this Restriction Agreement shall be forfeited immediately upon termination of employment.

(b) In the event of a Change in Control (as defined in the Plan), vesting shall be accelerated, the restrictions imposed by this Restriction Agreement on the remaining Restricted Shares shall lapse immediately, and no Restricted Shares shall be forfeited.

7. **Effect of Death**. If the Participant dies before the restrictions have lapsed with respect to all of the Restricted Shares subject to this Restriction Agreement, vesting of any portion of the Restricted Shares not previously vested under Section 3 shall be accelerated and all of the restrictions imposed on the Restricted Shares by this Restriction Agreement shall lapse immediately.

8. **Effect of Permanent and Total Disability**. If the termination of the Participant's employment occurs after a finding of the Participant's permanent and total disability, vesting shall be accelerated and all of the restrictions imposed on the Restricted Shares by this Restriction Agreement shall lapse immediately.

9. **Securities Laws**. The Company may from time to time impose such conditions on the transfer of the Restricted Shares as it deems necessary or advisable to ensure that any transfers of the Restricted Shares will satisfy the applicable requirements of federal and state securities laws. Such conditions may include, without limitation, the partial or complete suspension of the right to transfer the Restricted Shares subject to the Restricted Shares having been registered under the Securities Act of 1933, as amended.

The Participant represents, warrants, and agrees as follows, and the parties agree that the Company may rely on the same in consummating the issuance of any Restricted Shares pursuant to this Restriction Agreement:

(a) No Representations. The Participant is entering into this Restriction Agreement, and will acquire the Restricted Shares, solely on the basis of his own familiarity with the Company and all relevant factors about the Company's affairs, and neither the Company nor any agent of the Company has made any express or implied representations, covenants, or warranties to the Participant with respect to such matters.

(b) Investment Purpose. The Participant is acquiring the Restricted Shares for his own account for investment and not with a view to the resale or distribution of the Restricted Shares.

(c) Economic Risk. The Participant is willing and able to bear the economic risk of an investment in the Restricted Shares (in making this representation, attention has been given to whether Participant can afford to hold the Restricted Shares for an indefinite period of time and whether, at this time, the Participant can afford a complete loss of the investment).

10. **Restricted Shares Not to Affect Employment Rights.** Neither this Restriction Agreement nor the Restricted Shares granted hereunder shall confer upon the Participant any right to continued employment with the Company under the terms of any employment agreement with the Company, and this Restriction Agreement shall not in any way modify or restrict any rights the Company may have to terminate the Participant's employment under such an employment agreement.

11. **Restriction Covenants.** As additional consideration for the Company's grant of the Restricted Stock described in this Restriction Agreement, the Participant agrees and covenants that during the period of his employment with the Company and for a period of twelve (12) months following his termination of employment (the "Restricted Period"):

(i) the Participant will not, directly or indirectly, render any services, including without limitation service as an advisor, consultant, employee, officer or board member, competitive with the Company Business (as hereinafter defined) in any metropolitan area in which the Company then operates. During this period, the Participant shall not engage in, hold an equity interest in, operate, join, control or participate in any firm, partnership or corporation which competes with the Company Business, except that beneficial ownership by the Participant (together with any one or more members of Participant's immediate family and together with any entity under the Participant's direct or indirect control) of less than one percent (1%) of the outstanding shares of capital stock of any corporation which may be engaged in any of the same business as the Company Business which stock is listed on a national securities exchange or

publicly traded in the over-the-counter market shall not constitute a breach of the covenants in this Section 11. For purposes of this Restriction Agreement, "Company Business" shall mean the marketing and selling of probiotic products.

The parties acknowledge that the type and periods of restriction imposed in the provisions of Section 11 hereof are fair and reasonable and are reasonably required for the protection of the Company and the goodwill associated with the business of the Company; and that the time, scope, geographic area and other provisions of Section 11 have been specifically negotiated by sophisticated parties and are given as an integral part of this Restriction Agreement. If any of the covenants in Section 11 hereof, or any part thereof, is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of the covenants or covenants, which shall be given full effect, without regard to the invalid portions. If any of the covenants contained in Section 11 hereof, or any part thereof, is held to be unenforceable because of the duration of such provision or the area covered thereby, the parties agree that the court making such determination shall have the power to reduce the duration and/or areas of such provision and, in its reduced form, such provision shall then be enforceable. The parties hereto intend to and hereby confer jurisdiction to enforce the covenants contained in Section 11 hereof above upon the courts of any state or other jurisdiction within the geographical scope of such covenants. In the event that the courts of any one or more of such states or other jurisdictions shall hold such covenants wholly unenforceable by reason of the breadth of such scope or otherwise, it is the intention of the parties hereto that such determination not bar or in any way affect the right of the Company to the relief provided above in the courts of any other states or other jurisdictions within the geographical scope of such covenants, as to breaches of such covenants in such other respective states or other jurisdictions, the above covenants as they relate to each state or other jurisdiction being, for this purpose, severable into diverse and independent covenants.

The Participant hereby expressly acknowledges that any breach or threatened breach by the Participant of any of the terms set forth in Section 11 of this Restriction Agreement may result in significant and continuing injury to the Company, the monetary value of which would be impossible to establish. Therefore, the Participant acknowledges that the Company is entitled, in addition to any other remedies it may have under this Restriction Agreement or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any breach of this Restriction Agreement.

12. **Miscellaneous**.

(a) In the event of any change or changes in the outstanding Common Stock of the Company by reason of any stock dividend, recapitalization, reorganization, merger, consolidation, combination or any similar transaction, the Board of Directors shall adjust the number of shares of Common Stock issued as Restricted Shares under this Restriction Agreement, and make any and all other adjustments deemed appropriate by the Board of Directors in such manner as the Board of Directors deems necessary to prevent material dilution or enlargement of the rights granted to Participant.

(b) This Restriction Agreement may be executed in one or more counterparts all of which taken together will constitute one and the same instrument.

(c) The terms of this Restriction Agreement may only be amended, modified or waived by a written agreement executed by both of the parties hereto.

(d) This Restriction Agreement shall be binding upon and inure to the benefit of the heirs and representatives of Participant and the assigns and successors of the Company, but neither this Restriction Agreement nor any rights hereunder shall be assignable or otherwise subject to hypothecation by Participant.

(e) This Restriction Agreement represents the entire agreement of the parties and shall supersede any and all previous contracts, arrangements or understandings between the Company and Participant. The Restriction Agreement may be amended at any time by mutual written agreement of the parties hereto.

(f) This Award of Restricted Shares is subject to, and the Participant agrees to be bound by, all of the terms and conditions of the Plan, as such Plan may be amended from time to time in accordance with the terms thereof. Pursuant to the Plan, the Board is authorized to adopt rules and regulations not inconsistent with the Plan as it shall deem appropriate and proper. A copy of the Plan in its present form is available for inspection during business hours by the Participant at the Company's principal office. All questions of the interpretation and application of the Plan and the Participant shall be determined by the Board and any such determination shall be final, binding and conclusive.

(g) This Restriction Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall in all respects be interpreted, enforced and governed under the internal and domestic laws of such state, without giving effect to the principles of conflicts of laws of such state. Any claims or legal actions by one party against the other arising out of the relationship between the parties contemplated herein (whether or not arising under this Restriction Agreement) shall be governed by the laws of the State of Florida.

**IN WITNESS WHEREOF**, the parties hereto have executed this Restriction Agreement as of the day and date first above written.

**ORAGENICS, INC.**

By: _____
Name: _____
Title: _____

**PARTICIPANT**

_____
Name: _____

**Exhibit 16.1**

March 11, 2011

Securities and Exchange Commission
100 F Street, N.E.
Washington D.C. 20549-7561

Dear Sirs/Madams:

We have read Oragenic's statements included under Item 4.01 of its Form 8-K, Date of Report: March 11, 2011, and we agree with such statements concerning our firm.

/s/ Kirkland, Russ, Murphy & Tapp, P.A.