

**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: July 8, 2011  
(Date of earliest event reported)

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**Oragenics, Inc**

(Exact name of registrant as specified in its charter)

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

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

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

**3000 Bayport Drive, Suite 685**  
**Tampa, FL**  
(Address of principal executive offices)

**33607**  
(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))

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

On July 8, 2011, Oragenics, Inc. (the "Company") again drew down on its existing Credit Facility, as defined below, in the amount of \$500,000 and executed a Revolving Unsecured Promissory Note (the "July 2011 Promissory Note") for such amount in favor of the Koski Family Limited Partnership ("KFLP"). The July Promissory Note matures on July 30, 2012.

The Company and the KFLP originally entered into an Unsecured Revolving Line of Credit (as amended the "Credit Facility") on July 30, 2010. Pursuant to the Credit Facility the Company was initially able to borrow up to \$2,000,000 from the KFLP at LIBOR plus 6.0%. The term of the Credit Facility was for twelve months commencing August 1, 2010. The Company borrowed \$1,000,000 on each of September 13, 2010 and November 8, 2010.

On January 24, 2011 the Company entered into a First Amendment to the Credit Facility (to increase the available borrowings 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 the Second Amendment to the Credit Facility (the "Second Amendment") which (i) increased the available borrowing under the Credit Facility by \$2,500,000 from \$2,500,000 to \$5,000,000 (ii) changed the due date of the amounts outstanding and future borrowings from July 12, 2011 to July 30, 2012 (iii) provided for the automatic conversion of any amounts borrowed and outstanding under the Credit Facility into Company securities that may be issued by the Company in subsequent securities offering, and (iv) provided the KFLP with the right to put any undrawn available amounts under the Credit Facility, as amended, to the Company and thereby have a note issued to the KFLP. Between March and June 2011, the Company borrowed an additional \$2,000,000 under the Credit Facility in \$500,000 monthly increments for its working capital and operational needs. The Credit Facility, as amended by the Second Amendment, was limited to \$500,000 draws per month and the Company previously drew down on the Credit Facility in the amount of \$500,000 in each of March, April, May and June 2011.

On June 29, 2011, the Company entered into a Third Amendment (the "Third Amendment") to the Credit Facility. As a result of the Third Amendment, the Company increased its availability under the Credit Facility by \$2,000,000 from \$5,000,000 to \$7,000,000. Future draws of the \$2,000,000 in increased availability provided by the Third Amendment to the Credit Facility are limited to \$1,000,000 increments beginning no earlier than August 2011 and October 2011, respectively. All other terms of the Credit Facility remained the same.

With the July 2011 Promissory Note borrowing, the Company currently has an aggregate of \$5,000,000 outstanding and owed to the KFLP under the Credit Facility, as amended, and \$2,000,000 of remaining availability.

A copy of the July 2011 Promissory Note is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

**Item 9.01 FINANCIAL INFORMATION AND EXHIBITS****(d) Exhibits.**

<u>Number</u>	<u>Description</u>
10.1	Revolving Unsecured Promissory Note dated July 8, 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. <sup>1</sup>
10.3	Revolving Unsecured Promissory Note dated September 13, 2010. <sup>2</sup>

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- 10.4 Revolving Unsecured Promissory Note dated November 8, 2010.<sup>3</sup>
- 10.5 First Amendment to the Revolving Credit Agreement by and between the Koski Family Limited Partnership and Oragenics, Inc. dated January 24, 2011.<sup>4</sup>
- 10.6 Revolving Unsecured Promissory Note dated January 24, 2011.<sup>4</sup>
- 10.7 Second Amendment to Unsecured Revolving Credit Agreement between Oragenics and the Koki Family Limited Partnership dated February 4, 2011.<sup>5</sup>
- 10.8 Revolving Unsecured Promissory Note dated March 15, 2011<sup>6</sup>
- 10.9 Revolving Unsecured Promissory Note dated April 5, 2011.<sup>7</sup>
- 10.10 Revolving Unsecured Promissory Note dated May 5, 2011.<sup>8</sup>
- 10.11 Revolving Unsecured Promissory Note dated June 3, 2011.<sup>9</sup>
- 10.12 Third Amendment to Unsecured Revolving Credit Agreement between Oragenics and the Koki Family Limited Partnership dated June 29, 2011.<sup>10</sup>

<sup>1</sup> Incorporated by reference to Form 8-K filed on August 2, 2010.

<sup>2</sup> Incorporated by Reference to Form 8-K filed on September 16, 2010.

<sup>3</sup> Incorporated by Reference to Form 10-Q filed on November 12, 2010.

<sup>4</sup> Incorporated by reference to Form 8-K filed on January 28, 2011.

<sup>5</sup> Incorporated by reference to Form 8-K filed on February 8, 2011.

<sup>6</sup> Incorporated by reference to Form 8-K filed on March 15, 2011.

<sup>7</sup> Incorporated by reference to Form 8-K filed on April 11, 2011.

<sup>8</sup> Incorporated by reference to Form 10-Q filed on May 10, 2011.

<sup>9</sup> Incorporated by reference to Form 8-K filed on June 7, 2011.

<sup>10</sup> Incorporated by reference to Form 8-K filed on June 30, 2011.

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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 on this 12<sup>th</sup> day of July, 2011.

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

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

## REVOLVING UNSECURED PROMISSORY NOTE

\$500,000

Tampa, Florida  
July 8, 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, the Second Amendment dated February 4, 2011 and the Third Amendment dated June 29, 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

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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.

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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: July 8, 2011