

**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: January 23, 2012  
(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 January 23, 2012, Orogenics (the “Company”) entered into a Fifth Amendment (the “Fifth Amendment”) to its Unsecured Revolving Line of Credit (as amended the “Credit Facility”) with the Koski Family Limited Partnership (“KFLP”) an accredited investor and the Company’s largest shareholder. The entering into of the Fifth Amendment was approved by the Company’s Audit Committee and Board of Directors. The Fifth Amendment increased the available borrowing under the Credit Facility by \$750,000 from \$7,500,000 to \$8,250,000. On January 23, 2012, the Company drew down on the Credit Facility as amended to borrow \$750,000. All other terms of the Credit Facility remained the same, including but not limited to, the outstanding indebtedness thereunder being due July 30, 2012.

The Company and the KFLP originally entered into the Credit Facility 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%. The term of the Credit Facility was for twelve months commencing August 1, 2010.

On January 24, 2011 the Company entered into a First Amendment to the Credit Facility (t 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.

On June 29, 2011, the Company entered into a Third Amendment (the “Third Amendment”) to the Credit Facility which increased our 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 were 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.

On December 9, 2011, the Company entered into a Fourth Amendment (the “Fourth Amendment”) to the Credit Facility which increased our availability under the Credit Facility by \$500,000 from \$7,000,000 to \$7,500,000.

To date the Company has borrowed an aggregate of \$8,250,000 from the KFLP under the Credit Facility, as amended. The Company currently has an aggregate of \$8,250,000 outstanding and owed to the KFLP under the Credit Facility, as amended, and no remaining availability.

The Fifth Amendment to the Credit Facility and Revolving Unsecured Promissory Note are attached hereto as Exhibits 10.1 and 10.2 respectively and incorporated herein by reference.

A copy of the January 25, 2012 press release announcing the amendment to the Credit Facility is attached to this report as Exhibit 99.1 and is incorporated herein by reference.

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**Item 9.01 FINANCIAL INFORMATION AND EXHIBITS**

**(c) Exhibits.**

<u>Number</u>	<u>Description</u>
10.1	Fifth Amendment to Unsecured Revolving Credit Agreement between Oragenics and the Koki Family Limited Partnership dated January 23, 2012.
10.2	Revolving Unsecured Promissory Note dated January 23, 2012.
10.3	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.*
10.4	First Amendment to the Revolving Credit Agreement by and between the Koski Family Limited Partnership and Oragenics, Inc. dated January 24, 2011.**
10.5	Second Amendment to Unsecured Revolving Credit Agreement between Oragenics and the Koki Family Limited Partnership dated February 4, 2011.***
10.6	Third Amendment to Unsecured Revolving Credit Agreement between Oragenics and the Koki Family Limited Partnership dated June 29, 2011.****
10.7	Fourth Amendment to Unsecured Revolving Credit Agreement between Oragenics and the Koki Family Limited Partnership dated December 9, 2011.*****
99.1	Press Release (regarding Fourth Amendment to Credit Facility) dated January 25, 2012.

\* 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.

\*\*\*\* Incorporated by reference to Form 8-K filed on June 30, 2011.

\*\*\*\*\* Incorporated by reference to Form 8-K filed on December 14, 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 25<sup>th</sup> day of January, 2012.

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

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

**FIFTH AMENDMENT TO  
REVOLVING CREDIT AGREEMENT**

Between:

**THE KOSKI FAMILY LIMITED PARTNERSHIP,**  
a Texas Limited Partnership

as "**Lender**"

and

**ORAGENICS, Inc.,**  
a Florida Corporation

as "**Borrower**".

Date: January 23, 2012

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**FIFTH AMENDMENT TO  
REVOLVING CREDIT AGREEMENT**

**THIS FIFTH AMENDMENT to the REVOLVING CREDIT AGREEMENT** (the “**Fifth Amendment**”) is made and entered into as of the 23<sup>rd</sup> day of January, 2012, by and between **THE KOSKI FAMILY LIMITED PARTNERSHIP**, a Texas Limited Partnership (“**Lender**”), having an address for the purposes hereof of 3525 Turtle Creek Boulevard, Unit 19-B, Dallas, Texas 75219 and **ORAGENICS, INC.**, a Florida corporation (“**Borrower**”), having an address of 3000 Bayport Drive, Suite 685, Tampa, Florida 33607.

**RECITALS:**

**WHEREAS**, Borrower applied to Lender for a revolving loan in the principal amount of up to \$2,000,000, upon and subject to the terms and conditions hereof;

**WHEREAS**, on July 30, 2010, Lender and Borrower entered into the Revolving Credit Agreement (the “**Credit Agreement**”);

**WHEREAS**, on each of September 13, 2010 and November 8, 2010, Borrower drew down \$1,000,000 under the Credit Agreement and issued notes to Lender in such amounts;

**WHEREAS**, on January 24, 2011, Borrower and Lender amended the Agreement to add an additional \$500,000 of availability to the Credit Agreement and Borrower thereafter drew down the additional \$500,000 and issued a note to Lender in such amount (the “**First Amendment**”);

**WHEREAS**, on February 4, 2011, Borrower and Lender again amended the Credit Agreement which (i) increased the availability under the Credit Agreement by an additional \$2,500,000 to \$5,000,000; (ii) limited future borrowings to \$500,000 per month and to the first week of any applicable month; (iii) extended the due date of amounts outstanding and subsequently borrowed under the Agreement from July 30, 2011 to July 30, 2012; (iv) included an automatic conversion provision; and (v) provided the KFLP with a put right as to any undrawn availability under certain conditions (the “**Second Amendment**”);

**WHEREAS**, Borrower subsequently issued notes each month to Lender in the amount of \$500,000 for the months of March, April, May, June and July 2011;

**WHEREAS**, Lender and Borrower amended the Agreement on June 29, 2011, to increase the availability by an additional \$2,000,000 from \$5,000,000 to \$7,000,000 (the “**Third Amendment**”) to the Credit Facility. Draws of the \$2,000,000 in increased availability provided by the Third Amendment to the Credit Facility were 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;

**WHEREAS**, Borrower subsequently issued notes for \$1,000,000 under the Credit Facility in each of August and October 2011; and

**WHEREAS**, Borrower and Lender amended the Agreement on December 9, 2011 to increase the availability under the Credit Agreement, as amended, by an additional \$500,000 from \$7,000,000 to \$7,500,000 (the “**Fourth Amendment**”) and thereafter Borrower immediately drew down the \$500,000 of availability;

**WHEREAS**, Borrower and Lender hereby seek to enter into this Fifth Amendment to increase the availability under the Credit Agreement as amended, by an additional \$750,000 from \$7,500,000 to \$8,250,000 (the “**Fifth Amendment**”) and for Lender to immediately draw down the \$750,000 in availability.

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**NOW, THEREFORE**, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower agree as follows:

1. The Recitals set forth above are true and correct.
2. Section 1.20 in Article 1, "Definitions and Particular Terms" is hereby amended and replaced in its entirety with the following:

Section 1.20 **Note:** The Note or Note(s) executed in connection with this Agreement in the maximum aggregate principal amount of \$8,250,000, in the form attached hereto on Exhibit 1.21.
3. Article 2 "The Financing" Section 2.01 is hereby amended by replacing the entire section with the following:

Section 2.01 **Revolving Loan.** Upon the execution of this Agreement and ongoing compliance with its terms and conditions, Lender agrees to make, and Borrower agrees to take, an ongoing loan in the principal amount of up to \$8,250,000, which Credit Facility shall be evidenced by Notes and shall accrue interest on the outstanding balance existing from time to time as provided in and as payable under the Notes at the Interest Rate, with principal to be payable under and pursuant to the Notes, which shall have a final maturity of July 30, 2012. The proceeds of the Credit Facility shall be used for general corporate purposes.
4. Article 2 "The Financing" Section 2.02 is hereby amended by replacing the entire section with the following:

Section 2.02 **Draw Downs.** So long as the Borrower is in compliance with the terms of the Loan Documents, provides written notice of request for draw down to Lender at the address of Lender set forth above (or as later changed in writing by Lender), and provides Lender with such written notice, a No Adverse Change Certificate in such form and substance acceptable to Lender, Borrower may draw down on this Revolving Facility, in no event in excess of \$8,250,000 (when considering all draw downs made hereunder).
5. All other terms of the Agreement as amended remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Fifth Amendment to be executed and delivered as of the date first above written.

**"Lender"**

**THE KOSKI FAMILY LIMITED PARTNERSHIP,**  
a Texas Limited Partnership

By: /s/ Christine L. Koski  
Christine L. Koski, Managing General Partner

**"Borrower"**

**ORAGENICS, INC.,** Florida Corporation

By: /s/ John N. Bonfiglio  
John N. Bonfiglio, Chief Executive Officer

## REVOLVING UNSECURED PROMISSORY NOTE

\$750,000

Tampa, Florida  
January 23, 2012

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 Seven Hundred and Fifty Thousand Dollars (\$750,000), 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, the Third Amendment dated June 29, 2011, the Fourth Amendment dated December 9, 2011 and the Fifth Amendment dated January 23, 2012, 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;



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(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.

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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: January 23, 2012



January 25, 2012

**Oragenics Announces Fifth Amendment to Unsecured Revolving Line of Credit to Provide \$750,000 of Additional Funding**

For Immediate Release:

**TAMPA, Fla.—January 25, 2012—Oragenics, Inc. (OTCBB:ORNI)** (the “Company”), announced on January 23, 2012, that the Company has entered into a Fifth Amendment (the “Fifth Amendment”) to its Unsecured Revolving Line of Credit (the “Credit Facility”) with the Koski Family Limited Partnership (“KFLP”), the Company’s largest shareholder. The Fifth Amendment increased the available borrowing under the Credit Facility by \$750,000, from \$7,500,000 to \$8,250,000. All other terms of the Credit Facility remained the same as in the previous amendments. Oragenics has since drawn down on the additional availability provided by the Fifth Amendment.

“We appreciate the KFLP’s additional financial support through the recent amendment to the Credit Facility. This funding will enable us to continue to focus on our operational and strategic priorities, including the marketing of our oral care probiotics for humans and companion pets,” stated John N. Bonfiglio, Ph.D., Chief Executive Officer and President of Oragenics.

Oragenics’ Audit Committee and Board of Directors approved entering into of the Fifth Amendment. Funds provided under the Fifth Amendment to the Credit Facility are able to be drawn immediately.

**About Oragenics, Inc.**

Oragenics is a leading nutraceutical company focused on oral care probiotics for humans and companion pets. The Company’s proprietary products Evora and ProBiora<sup>3</sup>® are currently sold in over 20 countries. In addition, Oragenics has an exciting pipeline of therapeutic products targeting infectious disease.

***Safe Harbor Statement:*** *Under the Private Securities Litigation Reform Act of 1995: This release includes forward-looking statements that reflect the Company’s current views with respect to future events and financial 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 ability to raise additional capital to sustain our operations beyond March 31, 2012 and those set forth in our most recently filed annual report on Form 10-K and quarterly report on Form 10-Q, and other factors detailed from time to time in filings with the U.S. Securities and Exchange Commission. We expressly disclaim any responsibility to update forward-looking statements.*

**Corporate Contact:**

**Linda Loren**

**Marketing Director**

Oragenics, Inc.

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

**Investor Contact:**

**Jennifer K. Zimmons, Ph.D.**

**Managing Director**

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