
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 (Date of earliest event reported): October 29, 2007

GEOVAX LABS, INC.

(Exact name of registrant as specified in Charter)

Illinois

(State or other jurisdiction of
incorporation or organization)

000-52091

(Commission File No.)

87-0455038

(IRS Employee Identification No.)

1256 Briarcliff Road N.E.

Emtech Bio Suite 500

Atlanta, Georgia 30306

(Address of Principal Executive Offices)

(404) 727-0971

(Issuer Telephone number)

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 (see General Instruction A.2 below).

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© under the Exchange Act (17 CFR 240.13(e)-4(c))

This Form 8-K and other reports filed by GeoVax Labs, Inc. (the “Registrant” or “GeoVax”) from time to time with the Securities and Exchange Commission (collectively the “Filings”) contain forward looking statements and information that are based upon beliefs of, and information currently available to, the registrant's management as well as estimates and assumptions made by the registrant's management. When used in the Filings the words “anticipate”, “believe”, “estimate”, “expect”, “future”, “intend”, “plan” or the negative of these terms and similar expressions as they relate to the registrant or the registrant's management identify forward looking statements. Such statements reflect the current view of the registrant with respect to future events and are subject to risks, uncertainties, assumptions and other factors relating to the registrant's industry, operations and results of operations and any businesses that may be acquired by the registrant. Should one or more of these risks or uncertainties materialize, or should the underlying assumptions prove incorrect, actual results may differ significantly from those anticipated, believed, estimated, expected, intended or planned.

Item 8.01 Other Events

As previously announced, on July 30, 2007 GeoVax entered into a Subscription Agreement with Pure Capital LLC (“Pure”), pursuant to which Pure agreed to purchase a total of 48,387,097 shares of GeoVax’ common stock and warrants to purchase an additional 35,000,000 shares of common stock at an exercise price of \$0.33 per share, for an aggregate purchase price of \$7.5 million (the “Financing”). The Financing was to occur in two closings, the first on August 6, 2007 for \$3.5 million (the “First Closing”), and the second on November 5, 2007 for \$4 million (the “Second Closing”).

During September 2007, Pure advanced \$300,000 to GeoVax as payment towards its obligation associated with the First Closing. The balance (\$3.2 million) was deferred due to administrative factors associated with the formation of the investment fund managed by Pure.

On October 29, 2007, the parties entered into an Extension Agreement, pursuant to which the First Closing has been postponed to November 2, 2007. The Extension Agreement has no effect on the date of the Second Closing.

The foregoing summary is qualified in its entirety by reference to the Extension Agreement referred to above, which is attached as an exhibit to this Current Report and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(a) Financial Statements of Businesses Acquired.

Not applicable.

(b) Pro Forma Financial Information

Not applicable.

(c) Exhibits

Exhibit 10.1 Extension Agreement

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Current Report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: October 30, 2007

GEOVAX LABS, INC.

By: /s/ Mark W. Reynolds
Mark W. Reynolds
Chief Financial Officer

EXTENSION AGREEMENT

This Extension Agreement is made, executed and delivered this 29th day of October, 2007 by Pure Capital, LLC, a Delaware limited liability company ("Pure"), and GeoVax Labs, Inc., an Illinois corporation ("GeoVax").

RECITALS

- A. On or about July 25, 2007, Pure and GeoVax executed and delivered a Private Placement Term Sheet (the "Term Sheet"), a copy of which is attached hereto as Exhibit A.
- B. On September 27, 2007, Pure advanced to GeoVax \$300,000 (the "Advance");
- C. Pure and GeoVax desire to execute and deliver this Extension Agreement in order to extend and modify certain terms of the Term Sheet, as more fully set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, GeoVax and Pure hereby agree as follows:

1. The First Settlement Date shall be November 2, 2007. Pure shall pay the sum of \$3,500,000 (net of the Advance) on the First Settlement Date which shall be November 2, 2007.
2. The "First Closing Date" defined in that certain Subscription Agreement between the parties dated July 30, 2007 is hereby amended to be November 2, 2007.
3. GeoVax and Pure hereby agree that this Extension Agreement is executed merely to memorialize an extension and modification of certain terms of the Term Sheet and does not constitute or in any way operate as a release, discharge, satisfaction, modification or amendment in paragraphs 1 and 2 above, nothing herein contained shall affect or be construed to affect any of the terms or provisions of the Term Sheet or any document or agreement executed in connection therewith or subsequent thereto, including the Subscription Agreement (collectively, the "Transaction Documents"), nor impair the validity or security thereof or any rights or powers which the parties now or hereafter may have under or by virtue of the Transaction Documents, the Extension Agreement, or otherwise.
4. GeoVax hereby specifically ratifies and consents to each and every term of the Transaction Documents.
5. Unless expressly defined herein, any defined term used herein shall have the meaning established and set forth therefore in the Term Sheet.

DATED the day and year first written above.

Pure Capital, LLC, a Delaware limited
liability company

BY: /s/ Paul Benson
Its: Managing Partner

GeoVax Labs, Inc., an Illinois corporation

By: /s/ Donald Hildebrand
Its: President & CEO