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

**POST-EFFECTIVE AMENDMENT NO. 1 TO FORM SB-2**

**REGISTRATION STATEMENT**
**UNDER**
**THE SECURITIES ACT OF 1933**

**Advaxis, Inc.**
**(Name of small business issuer in our charter)**

| **Colorado** | **2836** | **841521955** |
|---|---|---|
| **(State or other jurisdiction of incorporation or organization)** | **(Primary Standard Industrial Classification Code Number)** | **(I.R.S. Employer Identification No.)** |

**212 Carnegie Center**
**Suite 206**
**Princeton, NJ 08540**
**(609) 895-7150**
**(Address, including zip code, and telephone number, including area code, of registrant's principal place of business)**

**Mr. Roni Appel, Acting Chief Executive Officer**
**212 Carnegie Center**
**Suite 206**
**Princeton, NJ 08540**
**(609) 895-7150**
**(Name, address, including zip code, and telephone number, including area code, of registrant's agent for service)**

***Copies to:***

**Gary A. Schonwald, Esq.**
**Reitler Brown & Rosenblatt LLC**
**800 Third Avenue**
**21st Floor**
**New York, New York 10022**
**(212) 209-3050 / (212) 371-5500 (Telecopy)**

**Approximate date of commencement of proposed sale to the public.** From time to time after this Registration Statement becomes effective.

If any of the Securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended, check the following box: **S**

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: o

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act of 1933, check the following box and list the Securities Act of 1933 registration statement number of the earlier effective registration statement for the same offering: o

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box: o

**CALCULATION OF REGISTRATION FEE**

| Title of each class of securities to be registered | Amount to be Registered [1] | Proposed maximum offering price per unit [2] | Proposed maximum aggregate offering price [2] | Amount of registration fee |
|---|---|---|---|---|
| common stock par value $0.001 per share[3] | 37,099,457 | $ 1.00 | $ 4,366.61 | $ 4,366.61 |
| common stock par value $0.001 per share[4] | 19,630,588 | $ 1.00 | $ 2,310.52 | $ 2,310.52 |

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION SATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933 OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SECTION8(A) MAY DETERMINE.

(1) In accordance with Rule 416(a), the Registrant is also registering hereunder an indeterminate number of shares that may be issued and resold to prevent dilution resulting from stock splits, stock dividends or similar transactions as well as anti-dilution provisions applicable to shares underlying the warrants.

(2) Estimated pursuant to Rule 457(c) of the Securities Act of 1933 solely for the purpose of computing the amount of the registration fee.

(3) Represents shares of the Registrant’s common stock being registered for resale that have been issued to the selling stockholders named in the prospectus or a prospectus supplement.

(4) Represents shares of the Registrant’s common stock being registered for resale that have been or may be acquired upon the exercise of warrants issued to the selling stockholders named in the prospectus or a prospectus supplement.

Subject to completion
Dated January 5, 2006

PRELIMINARY PROSPECTUS

The information in this prospectus is not complete and may be changed without notice. The selling stockholders may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities, and it is not soliciting offers to buy these securities, in any state where the offer or sale of these securities is not permitted

**56,730,045 Shares**

**Advaxis, Inc.**

This prospectus relates to the resale of up to 36,690,056 shares of common stock and 19,630,588 shares of common stock underlying warrants of Advaxis, Inc. by certain selling stockholders identified in this prospectus. This prospectus also relates to the resale of 409,401 shares of common stock (representing penalty shares issuable to certain selling stockholders). All of the shares, when sold will be sold by these selling stockholders. The selling stockholders may sell their common stock from time to time at prevailing market prices. We will not receive any proceeds from the sales by the Selling Stockholders, but we will receive funds from the exercise of warrants held by selling stockholders, if exercised and if payment is made by means other than cashless exercise.

Our common stock is quoted on the Over The Counter Bulletin Board, which is commonly referred to as the "OTC Bulletin Board" maintained by various broker dealers under the symbol ADXS.

No underwriter or person has been engaged to facilitate the sale of shares of common stock in this offering. None of the proceeds from the sale of common stock by the selling stockholders will be placed in escrow, trust or any similar account. There are no underwriting commissions involved in this offering. We have agreed to pay all the costs of this offering. Selling stockholders will pay no offering expenses.

**This offering is highly speculative and these securities involve a high degree of risk. You should purchase shares only if you can afford a complete loss. See "Risk Factors" beginning on page 8.**

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Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is January 5, 2006.

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Please read this prospectus carefully. It describes our business, our financial condition and results of operations. We have prepared this prospectus so that you will have the information necessary to make an informed investment decision.

You should rely on the information contained in this prospectus. We have not authorized anyone to provide you with information different from that contained in this prospectus. The selling stockholders are offering to sell shares of our common stock and seeking offers to buy shares of our common stock only in jurisdictions where offers and sales are pemitted. The information contained in this prospectus is accurate only as of the date of the prospectus, regardless of the time the prospectus is delivered or the common stock is sold.

## PROSPECTUS SUMMARY

This summary highlights some information from this prospectus, and it may not contain all of the information that is important to you. You should read the following summary together with the more detailed information regarding our company and the common stock being sold in this offering, including "Risk Factors" and our consolidated financial statements and related notes, included elsewhere in this prospectus.

### General

We are a development stage biotechnology company utilizing multiple mechanisms of immunity with the intent to develop cancer vaccines that are more effective and safer than existing vaccines. To that end, we have licensed rights from the University of Pennsylvania ("Penn") to use a patented system to engineer a live attenuated Listeria monocytogenes bacteria (the "Listeria System") to secrete a protein sequence containing a tumor-specific antigen. Using the Listeria System, we believe we will force the body's immune system to process and recognize the antigen as if it were foreign, creating the immune response needed to attack the cancer. Our licensed Listeria System, developed at Penn over the past 10 years, provides a scientific basis for believing that this therapeutic approach induces a significant immune response to a tumor. Accordingly, we believe that the Listeria System is a broadly enabling platform technology that can be applied to many types of cancers. In addition, we believe there may be useful applications in infectious diseases and auto-immune disorders.

The therapeutic approach that comprises the Listeria System is based upon the innovative work of Yvonne Paterson, Ph.D., Professor of Microbiology at Penn, involving the creation of genetically engineered Listeria that stimulate the innate immune system and induce an antigen-specific immune response involving humoral and cellular components. We have obtained an exclusive 20-year license from Penn to exploit the Listeria System, subject to meeting various royalty and other obligations (the "Penn License").

We have focused our initial development efforts upon cancer vaccines targeting cervical, breast, Prostate, ovarian, lung and other cancers. Our lead products in development are as follows:

| Product | Indication | Stage |
|---|---|---|
| Lovaxin C | Cervical and head and neck cancers | Pre-clinical; Phase I study in cervical cancer anticipated to commence in early 2006 |
| Lovaxin B | Breast cancer and melanoma | Pre-clinical; Phase I study anticipated to commence in late 2006 |
| Lovaxin P | Prostate cancer | Pre-clinical; Phase I study anticipated to commence in late 2006 |
| Lovaxin W | Wilms tumor and leukemia | Pre-clinical; |
| Lovaxin T | Cancer through control of telomerase | Pre-clincial |
| Lovaxin H | Prophylactic vaccine for HIV (AIDS) | Pre-clincial |

* Possible delays of up to three months may occur based on the production schedule of Cobra Biomanufacturing PLC of material, vaccine stability testing and the issuance of required regulatory approval.

See "Business - Research and Development Programs".

Since our formation, we have had a history of losses which, as of October 31, 2005 aggregate ($3,420,546), and because of the long development period for new drugs, we expect to continue to incur losses for several years. Our business plan to date has been realized by substantial outsourcing of virtually all major functions of drug development including scaling up for manufacturing, research and development, grant applications and others. The expenses of these outsourced services account for most of our accumulated loss. We cannot predict when, if ever, any of our product candidates will become commercially viable or FDA approved. Even if one or more of our products becomes commercially viable and receives FDA approval, we are not certain that we will ever become a profitable business.

**Strategy**

During the next 12 to 24 months our strategic focus will be to achieve several objectives. The foremost of these objectives are as follows:

- *Initiate and complete Phase I clinical study of Lovaxin C*;

- *Continue the pre-clinical development of our product candidates, as well as continue research to expand our technology platform; and*

- *Initiate strategic and development collaborations with biotechnology and pharmaceutical companies.*

There are many potential obstacles to the implementation of our proposed strategy. Among the potential obstacles we may encounter with respect to the Phase I clinical study of Lovaxin C are: difficulty in recruiting patients for the study; a material, adverse medical result in a patient during the study; and extended time for FDA approval of the IND (or foreign regulatory authority approval) required to proceed with the test.

Among the potential obstacles which we may encounter with respect to continuing preclinical development of our product candidates such as Lovaxin B or T are ambiguous animal data not sufficient to establish a proof of concept; insufficient or adverse preclinical data on future products; and unexpected higher costs or preclinical studies.

Among the potential obstacles which we may encounter in establishing strategic collaborations are: we may be perceived by desirable potential partners as too early stage; we may need to demonstrate more human safety or efficicacy data; or our technology may be perceived as high risk for patients or to the environment.

**History of the Company**

We were originally incorporated in the State of Colorado on June 5, 1987 under the name Great Expectations, Inc. We were administratively dissolved January 1, 1997 and reinstated June 18, 1998 under the name Great Expectations and Associates, Inc. In 1999, we became a reporting company under the Securities Exchange of 1934 (the "Exchange Act'). Until November 2004, we were a shell company without any business. On November 12, 2004, we acquired Advaxis, Inc., a Delaware corporation ("Advaxis"), through a Share Exchange and Reorganization Agreement, dated as of August 25, 2004 (the "Share Exchange"), by and among Advaxis, the stockholders of Advaxis and us. As a result of such acquisition, Advaxis become our wholly-owned subsidiary and our sole operating company. On December 23, 2004, we amended and restated our articles of incorporation and changed our name to Advaxis, Inc. Our principal executive offices are located at 212 Carnegie Center, Suite 206, Princeton, NJ 08540 and our telephone number is (609) 895-7150.

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**Recent Developments**

In November 2004, we acquired 100% of the stock of Advaxis. Advaxis was organized in 2002 to develop the Listeria System under patents licensed from Penn, which are described above under "General" and later in this prospectus under "Business."

The acquisition of Advaxis was pursuant to the Share Exchange. In connection with the Share Exchange (i) our existing stockholders entered into a Surrender and Cancellation Agreement whereby such stockholders contributed to us 199 shares of every 200 shares of common stock beneficially owned by them so that their ownership was reduced to 752,600 shares of common stock and (ii) we issued to the existing stockholders of Advaxis and others 16,350,323 shares of common stock, warrants to purchase 584,885 shares of common stock and options to purchase 2,381,525 shares of common stock. Upon the closing of the Share Exchange, the total number of shares of our common stock outstanding was 20,069,333 shares on a fully-diluted basis. The transaction is being accounted for as a recapitalization. The historical financial statements of Advaxis are our financial statements for reporting purposes.

On November 12, 2004, we completed an initial closing of a private placement offering (the "Private Placement"), whereby we sold an aggregate of $2.925 million worth of units to accredited investors. Each unit was sold for $25,000 (the "Unit Price") and consisted of (a) 87,108 shares of common stock and (b) a warrant to purchase, at any time prior to the fifth anniversary following the date of issuance of the warrant, 87,108 shares of common stock included at a price equal to $0.40 per share of common stock (a "Unit"). In consideration of the investment, we granted to each investor certain registration rights and anti-dilution rights. Also, in November 2004, we converted approximately $618,000 aggregate principal of promissory notes and accrued interest outstanding into Units.

On December 8, 2004, we completed a second closing of the Private Placement, whereby we sold an aggregate of $200,000 of Units to accredited investors.

On January 4, 2005, we completed a third and final closing of the Private Placement, whereby we sold an aggregate of $128,000 of Units to accredited investors.

The aggregate sale of the Units in the Private Placement was $3,253,000.

Pursuant to the terms of a investment banking agreement, dated March 19, 2004, by and between us and Sunrise Securities, Corp. (the "Placement Agent"), we issued to the Placement Agent and its designees an aggregate of 2,283,445 shares of common stock and warrants to purchase up to an aggregate of 2,666,900 shares of common stock. The shares were issued as part consideration for the services of the Placement Agent, as our placement agent in the Private Placement. In addition, we paid the Placement Agent a total cash fee of $50,530.

On January 12, 2005, we completed a second private sale of Units whereby we sold an aggregate of $1,100,000 of Units to a single investor. As with the Private Placement, each Unit issued and sold in this subsequent private placement was sold at $25,000 per Unit and is comprised of (i) 87,108 shares of our common stock, and (ii) a five-year warrant to purchase 87,108 shares of our common stock at an exercise price of $0.40 per share.

Pursuant to the terms of a certain Registration Rights Agreement, dated as of November 12, 2004, by and among us and certain of our stockholders and a Registration Rights Agreement, dated as of January 12, 2005, by and between us and one of our stockholders, on June 9. 2005 we were obligated to issue an aggregate of 409,401 shares (the "*Penalty Shares*") to such stockholders.

Our auditors, in their report on our financial statements as of October 31, 2005 , indicated that the Company has incurred losses from operations, has a working capital deficiency, and a shareholder's deficiency, which raise substantial doubt about the Company's ability to continue as a going concern. The Company intends to raise additional funds. If successful, as a result of raising such funds our ability to continue as a going concern will no longer an issue for our accountants. See further discussion in "Management's Discussion and Analysis of Financial Condition and Results of Operations and Plan of Operations - Liquidity and Capital Resources".

**Our Website**

We maintain a website at www.advaxis.com which contains descriptions of our technology, our drugs and the trial status of each drug.

## SUMMARY CONSOLIDATED FINANCIAL DATA OF ADVAXIS

On November 12, 2004, we acquired Advaxis, Inc., a Delaware corporation through the Share Exchange. The transaction was accounted for as a recapitalization. The historical financial statements of Advaxis will be our financial statements for reporting purposes. Advaxis, Inc has changed its fiscal year to October 31st and as a result is providing herein its audited financial statements for the years ended December 31, 2002 and 2003 and for the ten months ended October 31, 2004.

The following condensed statement of operations data for the period from March 1, 2002 (inception) to October 31, 2005, the year ended December 31, 2003, the ten months ended October 31, 2004 and the selected balance sheet data at October 31, 2005 are derived from Advaxis' financial statements and the related notes, audited by Goldstein Golub Kessler LLP, Certified Public Accountants, 1185 Avenue of the Americas, Suite 500, New York, NY 10036-2602, Advaxis' independent registered public accounting firm. The financial statements and the related notes as of October 31, 2005 and for the year ended December 31, 2003 and the ten months ended October 31, 2004 are included elsewhere herein. The results of operations for any interim period are not necessarily indicative of results to be expected for the entire year. The following data should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations and Plan of Operations" and our financial statements and the related notes included elsewhere in this prospectus.

| | Year ended December 31, | Ten Months Ended October 31, | | 12 Months Ended October 31, | |
|---|---|---|---|---|---|
| **Statement of Operations Data:** | | | | | |
| | **2003** | **2003** | **2004** | **2004** | **2005** |
| | | (unaudited) | | (unaudited) | |
| Income | $ 4,000 | $ 3,600 | $ 116,406 | $ 116,806 | $ 552,868 |
| Total operating expenses | $ 897,076 | 821,725 | 650,310 | $ 715,754 | 2,395,328 |
| Interest expense (income) | 17,190 | 7,288 | 4,229 | 13,132 | (36,671) |
| Other income | 521 | 106 | 57 | 72 | -- |
| Provision for income taxes | -- | -- | -- | -- | -- |
| Net loss | $ (909,745) | (825,907) | (538,076) | $ (655,892)) | $ (1,805,789) |
| **Loss per Share Information**: | | | | | |
| Basic and diluted net loss per share | $ (0.06) | $ (0.05) | $ (0.04) | $ (0.04) | $ (0.05) |

| Balance Sheet Data: | December 31, 2003 | October 31, 2004 | October 31, 2005 |
|---|---|---|---|
| Cash and cash equivalents | $ 47,160 | $ 32,279 | $ 2,075,206 |
| Intangible assets | $ 277,243 | $ 469,803 | $ 751,088 |
| Total assets | $ 324,403 | $ 502,083 | $ 2,904,039 |
| Total liabilities | $ 1,131,138 | $ 1,841,579 | $ 1,152,465 |
| Stockholders' equity (deficiency) | $ (806,735) | $ (1,339,496) | $ 1,751,575 |

**THE OFFERING**

| | |
|---|---|
| Common stock offered by selling stockholders | 56,730,045[(1)] |
| Common stock outstanding | 37,768,932[(2)] |
| Use of proceeds | We will not receive any proceeds from the sale of the common stock, but we will receive funds from the exercise of warrants by selling stockholders, if exercised for cash. |
| "OTC Bulletin Board Quote" | 0.20 |

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(1) Represents 36,690,056 shares of common stock that were issued to selling stockholders and 19,630,588 shares of common stock underlying warrants that were issued to selling stockholders and 409,401 shares of common stock issuable to certain selling stockholders as Penalty Shares.

(2) The number of shares of common stock outstanding as of December 31, 2005 listed above excludes

- 4,842,534 shares of common stock issuable upon exercise of options;
- 20,509,220 shares of common stock issuable upon exercise of warrants with exercise prices ranging from $0.1952 to $0.40 per share;
- Commitments to issue stock, options or warrants.

**ADDITIONAL INFORMATION**

In this prospectus, the terms "we", "us", and "our" refer to Advaxis, Inc., a Colorado corporation, and its consolidated subsidiary, Advaxis, as appropriate in the context, and, unless the context otherwise requires, "common stock" refers to the common stock, par value $0.001 per share, of Advaxis, Inc.

## RISK FACTORS

***An investment in the common stock is highly speculative, involves a high degree of risk, and should be made only by investors who can afford a complete loss. You should carefully consider, together with the other matters referred to in this prospectus, the following risk factors before you decide whether to buy our common stock.***

**Risks Specific to Us**

**We are a development stage company.**

We are a development stage company with a history of losses and can provide no assurance as to future operating results. As a result of losses which will continue throughout our development stage, we may exhaust our financial resources and be unable to complete the development of our production. Our deficit will continue to grow during our drug development period.

We have sustained losses from operations in each fiscal year since our inception and losses are expected to continue, due to the substantial investment in research and development, for the next several years. At October 31, 2005, we had an accumulated deficit of $ 3,464,430 and stockholders' equity of $2,904,039. We expect to spend substantial additional sums on the continued research and development of proprietary products and technologies with no certainty that losses will not increase or that we will ever become profitable as a result of these expenditures.

**We will require substantial additional financing in order to meet our business objectives.**

Although we believe that the net proceeds received from the sale of Units will be sufficient to finance our currently planned operations for the near-term (approximately 12 to 24 months), such amounts will not be sufficient to meet our longer-term cash requirements or cash requirements for the commercialization of certain products currently in development. We will be required to issue equity or debt securities or enter into other financial arrangements, including relationships with corporate and other partners, in order to raise substantial additional capital during the five to ten year period of product development and the United States Food and Drug Administration ("FDA") testing through Phase III testing. Depending upon market conditions, we may not be successful in raising sufficient additional capital for our long-term requirements. If we fail to raise sufficient additional financing we will not be able to develop our product candidates, we will be required to reduce staff, reduce or eliminate research and development, slow the development of our product candidates and outsource or eliminate several business functions. Even if we are successful in raising such additional financing, we may not be able to successfully complete planned clinical trials, development, and marketing of all, or of any, of our product candidates. In such event, our business, prospects, financial condition and results of operations could be materially adversely affected. We may be required to reduce our staff, discontinue certain research or development programs of our future products, and cease to operate. We may not be able to conduct clinical trial in Lovaxin C. See "Management's Discussion and Analysis of Financial Condition and Results of Operations and Plan of Operations".

**Our limited operating history does not afford investors a sufficient history on which to base an investment decision.**

We commenced our Listeria System vaccine development business in February 2002 and have existed as a development stage company since such time. Prior thereto we conducted no business. Accordingly, we have a limited operating history. Investors must consider the risks and difficulties we have encountered in the rapidly evolving vaccine and therapeutic biopharmaceutical industry. Such risks include the following:

- competition from companies that have substantially greater assets and financial resources than we have;
- need for acceptance of products;

- ability to anticipate and adapt to a competitive market and rapid technological developments;

- amount and timing of operating costs and capital expenditures relating to expansion of our business, operations and infrastructure;

- need to rely on multiple levels of outside funding due to the length of the product development cycles and governmental approved protocols associated with the pharmaceutical industry; and

- dependence upon key personnel including key independent consultants and advisors.

We cannot be certain that our strategy will be successful or that we will successfully address these risks. In the event that we do not successfully address these risks, our business, prospects, financial condition and results of operations could be materially and adversely affected. We may be required to reduce our staff, discontinue certain research or development programs of our future products, and cease to operate. We may not be able to conduct clinical trials in Lovaxin C.

**We can provide no assurance of the successful and timely development of new products.**

Our products are at various stages of research and development. Further development and extensive testing will be required to determine their technical feasibility and commercial viability. Our success will depend on our ability to achieve scientific and technological advances and to translate such advances into reliable, commercially competitive products on a timely basis. Vaccine products that we may develop are not likely to be commercially available until the second part of this decade. The proposed development schedules for our products may be affected by a variety of factors, including technological difficulties, proprietary technology of others, and changes in governmental regulation, many of which will not be within our control. Any delay in the development, introduction or marketing of our products could result either in such products being marketed at a time when their cost and performance characteristics would not be competitive in the marketplace or in the shortening of their commercial lives. In light of the long-term nature of our projects, the unproven technology involved and the other factors described elsewhere in “Risk Factors”, there can be no assurance that we will be able to complete successfully the development or marketing of any new products. See “Business - Research and Development Program”.

**Our research and development expenses are subject to uncertainty.**

Factors affecting our research and development (or R&D) expenses include, but are not limited to:

- The number of and the outcome of clinical studies we are planning to conduct. For example, our R&D expenses may increase based on the number of late-stage clinical studies which we may be required to conduct;

- The number of products entering into development from late-stage research. For example, there is no guarantee that internal research efforts will succeed in generating sufficient data for us to make a positive development decision or that an external candidate will be available on terms acceptable to us. Some promising candidates may not yield sufficiently positive pre-clinical results to meet our stringent development criteria;

- In-licensing activities, including the timing and amount of related development funding or milestone payments. For example, we may enter into agreements requiring us to pay a significant up-front fee for the purchase of in-process research and development which we may record as an R&D expense;

- As part of our strategy, we invest in R&D. R&D as a percent of future potential revenues can fluctuate with the changes in future levels of revenue. Lower revenues can lead to more limited spending on R&D efforts; and

- Future levels of revenue.

**We are subject to numerous risks inherent in conducting clinical trials.**

We must outsource our clinical trials and are in the process of negotiating with third parties to conduct such trials. We are not certain that we will successfully conclude agreements for the conduct of our clinical trials. Delay in concluding such agreements would delay the commencement of the Phase 1 Trial of Lovaxin C.

Agreements with clinical investigators and medical institutions for clinical testing and with other third parties for data management services place substantial responsibilities on these parties, which could result in delays in, or termination of, our clinical trials if these parties fail to perform as expected. For example, if any of our clinical trial sites fail to comply with FDA-approved good clinical practices, we may be unable to use the data gathered at those sites. If these clinical investigators, medical institutions or other third parties do not carry out their contractual duties or obligations or fail to meet expected deadlines, or if the quality or accuracy of the clinical data they obtain is compromised due to their failure to adhere to our clinical protocols or for other reasons, our clinical trials may be extended, delayed or terminated, and we may be unable to obtain regulatory approval for or successfully commercialize Lovaxin C.

We or regulators may suspend or terminate our clinical trials for a number of reasons. We may voluntarily suspend or terminate our clinical trials if at any time we believe that they present an unacceptable risk to the patients enrolled in our clinical trials. In addition, regulatory agencies may order the temporary or permanent discontinuation of our clinical trials at any time if they believe that the clinical trials are not being conducted in accordance with applicable regulatory requirements or that they present an unacceptable safety risk to the patients enrolled in our clinical trials.

Our clinical trial operations are subject to regulatory inspections at any time. If regulatory inspectors conclude that we or our clinical trial sites are not in compliance with applicable regulatory requirements for conducting clinical trials, we may receive reports of observations or warning letters detailing deficiencies, and we will be required to implement corrective actions. If regulatory agencies deem our responses to be inadequate, or are dissatisfied with the corrective actions we or our clinical trial sites have implemented, our clinical trials may be temporarily or permanently discontinued, we may be fined, we or our investigators may be precluded from conducting any ongoing or any future clinical trials, the government may refuse to approve our marketing applications or allow us to manufacture or market our products, and we may be criminally prosecuted.

**The successful development of biopharmaceuticals is highly uncertain.**

Successful development of biopharmaceuticals is highly uncertain and is dependent on numerous factors, many of which are beyond our control. Products that appear promising in the early phases of development may fail to reach the market for several reasons including:

- Pre-clinical study results that may show the product to be less effective than desired (e.g., the study failed to meet its primary objectives) or to have harmful or problematic side effects;

- Failure to receive the necessary regulatory approvals or a delay in receiving such approvals. Among other things, such delays may be caused by slow enrollment in clinical studies, length of time to achieve study endpoints, additional time requirements for data analysis, or BLA preparation, discussions with the FDA, an FDA request for additional pre-clinical or clinical data, or unexpected safety or manufacturing issues.

- Manufacturing costs, pricing or reimbursement issues, or other factors that make the product uneconomical; and

- The proprietary rights of others and their competing products and technologies that may prevent the product from being commercialized.

Success in pre-clinical and early clinical studies does not ensure that large-scale clinical studies will be successful. Clinical results are frequently susceptible to varying interpretations that may delay, limit or prevent regulatory approvals. The length of time necessary to complete clinical studies and to submit an application for marketing approval for a final decision by a regulatory authority varies significantly from one product to the next, and may be difficult to predict.

**We must comply with significant government regulations.**

The research and development, manufacture and marketing of human therapeutic and diagnostic products are subject to regulation, primarily by the FDA in the United States and by comparable authorities in other countries. These national agencies and other federal, state, local and foreign entities regulate, among other things, research and development activities (including testing in animals and in humans) and the testing, manufacturing, handling, labeling, storage, record keeping, approval, advertising and promotion of the products that we are developing. Noncompliance with applicable requirements can result in various adverse consequences, including, delay in approving or refusal to approve product licenses or other applications, suspension or termination of clinical investigations, revocation of approvals previously granted, fines, criminal prosecution, recall or seizure of products, injunctions against shipping products and total or partial suspension of production and/or refusal to allow a company to enter into governmental supply contracts.

The process of obtaining requisite FDA approval has historically been costly and time consuming. Current FDA requirements for a new human drug or biological product to be marketed in the United States include: (1) the successful conclusion of pre-clinical laboratory and animal tests, if appropriate, to gain preliminary information on the product's safety; (2) filing with the FDA of an Investigational New Drug Application ("INDA"), to conduct human clinical trials for drugs or biologics; (3) the successful completion of adequate and well-controlled human clinical investigations to establish the safety and efficacy of the product for its recommended use; and (4) filing by a Company and acceptance and approval by the FDA of a New Drug Application ("NDA") for a drug product or a Biological License Application ("BLA") for a biological product to allow commercial distribution of the drug or biologic. A delay in one or more of the procedural steps outlined above could be harmful to us in terms of getting our product candidates through clinical testing and to market.

**We can provide no assurance that the Advaxis products will obtain regulatory approval or that the results of clinical studies will be favorable.**

The testing, marketing and manufacturing of any product will require the approval of the FDA. We cannot predict with any certainty the amount of time necessary to obtain such FDA approval and whether any such approval will ultimately be granted. Preclinical and clinical trials may reveal that one or more products is ineffective or unsafe, in which event further development of such products could be seriously delayed or terminated. Moreover, obtaining approval for certain products may require the testing on human subjects of substances whose effects on humans are not fully understood or documented. Delays in obtaining FDA or any other necessary regulatory approvals of any proposed product and failure to receive such approvals would have an adverse effect on the product's potential commercial success and on our business, prospects, financial condition and results of operations. In addition, it is possible that a product may be found to be ineffective or unsafe due to conditions or facts which arise after development has been completed and regulatory approvals have been obtained. In this event, we may be required to withdraw such product from the market. To the extent that our success will depend on any regulatory approvals from governmental authorities outside of the United States which perform roles similar to that of the FDA, uncertainties similar to those stated above will also exist. See "Business - Governmental Regulation".

**We rely upon patents to protect our technology. We may be unable to protect our intellectual property rights and we may be liable for infringing the intellectual property rights of others.**

Our ability to compete effectively will depend on our ability to maintain the proprietary nature of our technologies, including the Listeria System, and the proprietary technology of others with which we have entered into licensing agreements. We have licensed eight patents and 12 patent applications from Penn. Further, we rely on a combination of trade secrets and nondisclosure, and other contractual agreements and technical measures to protect our rights in the technology. We depend upon confidentiality agreements with our officers, employees, consultants, and subcontractors to maintain the proprietary nature of the technology. These measures may not afford us sufficient or complete protection, and others may independently develop technology similar to ours, otherwise avoid the confidentiality agreements, or produce patents that would materially and adversely affect our business, prospects, financial condition, and results of operations. Such competitve events, technologies and patents may limit our ability to raise funds, prevent other companies from collaborating with us, and in certain cased prevent us from further developing our technology due to third party patent blocking right. Such competitive events, technologies and patents may limit our ability to raise funds, prevent other companies from collaborating with us, and in certain cases prevent us from further developing our technology due to third party patent blocking right.

We believe that our technology and the technology licensed from Penn do not infringe the rights of others; however, we cannot assure you that the technology licensed from Penn will not, in the future be found to infringe upon the rights of others. We have become aware of a public company, Cerus Corporation, which has issued a press release claiming to have a proprietary Listeria-based approach to a cancer vaccine. We believe that through our exclusive license with Penn of U.S. Patent Nos. 5,830,702, 6,051,237 and 6,565,852, we have the earliest known and dominant patent position for the use of recombinant Listeria monocytogenes expressing proteins or tumor antigens as a vaccine for the treatment of infectious diseases and tumors. Based on searches of publicly available databases, we do not believe that Cerus or The University of California Berkeley (which is where Cerus' consulting scientist works) or any other third party owns any published Listeria patents or has any issued patent claims that might materially negatively affect our freedom to operate our business (as currently contemplated to be operated) in the field of Listeria monocytogenes. We had received written notice from the European Patent Office that Cerus has filed an opposition against European Patent Application Number 0790835 (EP 835 Patent) which was granted by the European Patent Office and which is assigned to The Trustees of the University of Pennsylvania and exclusively licensed to us. We are defending against Cerus' allegations in the Opposition that the EP 835 Patent, which claims a vaccine for inducing a tumor specific antigen with a recombinant live Listeria, is deficient because of (i) insufficient disclosure in the specifications of the granted claims, (ii) the inclusion of additional subject matter in the granted claims, and (iii) a lack of inventive steps of the granted claims of the EP 835 Patent. We believe that Cerus'allegations in the opposition have no basis and it plans to vigorously defend the claims.

The opposition is in the early stages and, as yet, we are unable to evaluate the merits, if any, to the opposition proceeding. If the European Patent Office rules that the allegations are correct in whole or in part, and such ruling is upheld on appeal, our patent position in Europe may be eroded to the degree that the claims of the patent are narrowed or not allowed. The likely result of this decision will be increased competition for us in the European market for recombinant live Listeria based vaccines. Regardless of the outcome of the opposition proceeding, we believe that our freedom to operate in Europe, or any other territory, for its recombinant live Listeria based vaccine products will not be diminished.

For more information about Cerus Corporation and its claims with respect to listeria-based technology, you should visit their web site at www.cerus.com or to view its publicly filed documents, www.sec.gov. Others may assert infringement claims against us, and should we be found to infringe upon their patents, or otherwise impermissibly utilize their intellectual property, our ability to continue to use our technology or the licensed technology could be materially restricted or prohibited. If this event occurs, we may be required to obtain licenses from the holders of our intellectual property, enter into royalty agreements or redesign our products so as not to utilize this intellectual property, each of which may prove to be uneconomical or otherwise impossible. Licenses or royalty agreements required in order for us to use this technology may not be available on acceptable terms, or at all. These claims could result in litigation, which could materially adversely affect our business, prospects, financial condition and results of operations. Such competitive events, technologies and patents may limit our ability to raise funds, prevent other companies from collaborating with us, and in certain cases prevent us from further developing our technology due to third party patent blocking right. See “Business—Patents and Licenses”. **See “Business—Patents and Licenses”.**

**We are dependent upon our license agreement with Penn, as well as proprietary technology of others.**

The manufacture and sale of any products developed by us will involve the use of processes, products or information, the rights to certain of which are owned by others. Although we have obtained licenses with regard to the use of Penn’s patents as described herein and certain of such processes, products and information of others, we can provide no assurance that such licenses will not be terminated or expire during critical periods, that we will be able to obtain licenses for other rights which may be important to us, or, if obtained, that such licences will be obtained on commercially reasonable terms. If we are unable to maintain and/or obtain licenses, we may have to develop alternatives to avoid infringing or the patents of others, potentially causing increased costs and delays in product development and introduction or preclude the development, manufacture, or sale of planned products. Some of our licenses provide for limited periods of exclusivity that require minimum license fees and payments and/or may be extended only with the consent of the licensor. We can provide no assurance that we will be able to meet these minimum license fees in the future or that these third parties will grant extensions on any or all such licenses. This same restriction may be contained in licenses obtained in the future. Additionally, we can provide no assurance that the patents underlying any licenses will be valid and enforceable. Furthermore, we call to your attention that in 2001 an issue arose regarding the inventorship of U.S. Patent 6,565,852 and U.S. Patent Application No. 09/537,642 of Penn. These patent rights are included in the patent rights licensed by us from Penn. It is contemplated by GlaxoSmithKline Biologicals PLC (“GSK”) Penn and us that the issue will be resolved through: (1) a correction of inventorship to add certain GSK inventors, (2) where necessary and appropriate, an assignment of GSK’s possible rights under these patent rights to Penn, and (3) a sublicense from us to GSK. To date, this arrangement has not been finalized and we cannot assure that this issue will ultimately be resolved in the manner described above. See “Business - Patents and Licenses”. To the extent any products developed by us are based on licensed technology, royalty payments on the licenses will reduce our gross profit from such product sales and may render the sales of such products uneconomical. See “Business - Corporate Partnerships and Agreements”.

**We have no manufacturing, sales, marketing or distribution capability and we must rely upon third parties for such.**

We do not intend to create facilities to manufacture our products and therefore are dependent upon third parties to do so. We currently have an agreement with Cobra Manufacturing for the manufacturing and supply of large quantities of our vaccines for trial and commercial purposes. Our reliance on third parties for the manufacture of our products creates a dependency that could severely disrupt our research and development, our clinical testing, and ultimately our sales and marketing efforts if the source of such supply prove to be unreliable or unavailable. If the contracted manufacturing source is unreliable or unavailable, we may not be able to replace the development of our product candidates, including the clinical testing program, could not go forward and our entire business plan could fail.

**If we are unable to establish or manage strategic collaborations in the future, our revenue and product development may be limited.**

Our strategy includes eventual substantial reliance upon strategic collaborations for marketing and commercialization of Lovaxin C, and we may rely even more on strategic collaborations for research, development, marketing and commercialization of our other product candidates. To date, we have not entered into any strategic collaborations with third parties capable of providing these services although we have been heavily reliant upon third party outsourcing for our research and development activities. In addition, we have not yet marketed or sold any of our product candidates or entered into successful collaborations for these services in order to ultimately commercialize our product candidates. Establishing strategic collaborations is difficult and time-consuming. Our discussion with potential collaborators may not lead to the establishment of collaborations on favorable terms, if at all. For example, potential collaborators may reject collaborations based upon their assessment of our financial, regulatory or intellectual property position. If we successfully establish new collaborations, these relationships may never result in the successful development or commercialization of our product candidates or the generation of sales revenue. To the extent that we enter into co-promotion or other collaborative arrangements, our product revenues are likely to be lower than if we directly marketed and sold any products that we may develop.

Management of our relationships with our collaborators will require:

- significant time and effort from our management team;
- coordination of our research and development programs with the research and development priorities of our collaborators; and
- effective allocation of our resources to multiple projects.

If we continue to enter into research and development collaborations at the early phases of product development, our success will in part depend on the performance of our corporate collaborators. We will not directly control the amount or timing of resources devoted by our corporate collaborators to activities related to our product candidates. Our corporate collaborators may not commit sufficient resources to our research and development programs or the commercialization, marketing or distribution of our product candidates. If any corporate collaborator fails to commit sufficient resources, our preclinical or clinical development programs related to this collaboration could be delayed or terminated. Also, our collaborators may pursue existing or other development-stage products or alternative technologies in preference to those being developed in collaboration with us. Finally, if we fail to make required milestone or royalty payments to our collaborators or to observe other obligations in our agreements with them, our collaborators may have the right to terminate those agreements.

**We may incur substantial liabilities from any product liability claims if our insurance coverage for those claims is inadequate.**

We face an inherent risk of product liability exposure related to the testing of our product candidates in human clinical trials, and will face an even greater risk if the product candidates are sold commercially. An individual may bring a liability claim against us if one of the product candidates causes, or merely appears to have caused, an injury. If we cannot successfully defend ourselves against the product liability claim, we will incur substantial liabilities. Regardless of merit or eventual outcome, liability claims may result in:

- decreased demand for our product candidates,
- injury to our reputation,
- withdrawal of clinical trial participants,
- costs of related litigation,
- substantial monetary awards to patients or other claimants,
- loss of revenues,
- the inability to commercialize product candidates, and
- increased difficulty in raising required additional funds in the private and public capital markets.

We currently do not have product liability insurance. We intend to obtain insurance coverage and to expand such coverage to include the sale of commercial products if marketing approval is obtained for any of our product candidates. However, insurance coverage is increasingly expensive. We may not be able to maintain insurance coverage at a reasonable cost and we may not be able to obtain insurance coverage that will be adequate to satisfy any liability that may arise.

**We may incur significant costs complying with environmental laws and regulations.**

We will use hazardous materials, including chemicals and biological agents and compounds that could be dangerous to human health and safety or the environment. As appropriate, we will store these materials and wastes resulting from their use at our or our outsourced laboratory facility pending their ultimate use or disposal. We will contract with a third party to properly dispose of these materials and wastes. We will be subject to a variety of federal, state and local laws and regulations governing the use, generation, manufacture, storage, handling and disposal of these materials and wastes. We may also incur significant costs complying with environmental laws and regulations adopted in the future.

**If we use biological and hazardous materials in a manner that causes injury, we may be liable for damages.**

Our research and development and manufacturing activities will involve the use of biological and hazardous materials. Although we believe our safety procedures for handling and disposing of these materials will comply with federal, state and local laws and regulations, we cannot entirely eliminate the risk of accidental injury or contamination from the use, storage, handling or disposal of these materials. We do not carry specific biological or hazardous waste insurance coverage, workers compensation or property and casualty and general liability insurance policies which include coverage for damages and fines arising from biological or hazardous waste exposure or contamination. Accordingly, in the event of contamination or injury, we could be held liable for damages or penalized with fines in an amount exceeding our resources, and our clinical trials or regulatory approvals could be suspended or terminated.

**We need to attract and retain highly skilled personnel; we may be unable to effectively manage growth with our limited resources.**

At the date of this prospectus, we have three employees. We intend to expand our operations and staff materially. Our new employees will include a number of key managerial, technical, financial, research and development and operations personnel who will not have been fully integrated into our operations. We expect the expansion of our business to place a significant strain on our limited managerial, operational and financial resources. We will be required to expand our operational and financial systems significantly and to expand, train and manage our work force in order to manage the expansion of our operations. Our failure to fully integrate our new employees into our operations could have a material adverse effect on our business, prospects, financial condition and results of operations. Our ability to attract and retain highly skilled personnel is critical to our operations and expansion. We face competition for these types of personnel from other technology companies and more established organizations, many of which have significantly larger operations and greater financial, technical, human and other resources than we have. We may not be successful in attracting and retaining qualified personnel on a timely basis, on competitive terms, or at all. If we are not successful in attracting and retaining these personnel, our business, prospects, financial condition and results of operations will be materially adversely affected. In such circumstances we may be unable to conduct certain research and development programs, unable to adequately manage our clincial trials of Lovaxin C and other products, and unable to adequately address the management needs of the Company. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations and Plan of Operations”, “Business - Strategy”, and “Business--Employees.”

**We depend upon our senior management and key consultants and their loss or unavailability could put us at a competitive disadvantage.**

We depend upon the efforts and abilities of our senior executive, as well as the services of several key consultants, including Yvonne Paterson, Ph.D. The loss or unavailability of the services of any of these individuals for any significant period of time could have a material adverse effect on our business, prospects, financial condition and results of operations. We have not obtained, do not own, nor are we the beneficiary of, key-person life insurance. See “Management—Employment Agreements”.

**Risks Related to the Biotechnology / Biopharmaceutical Industry**

**The biotechnology and biopharmaceutical industries are characterized by rapid technological developments and a high degree of competition. We may be unable to compete with more substantial enterprises.**

The biotechnology and biopharmaceutical industries are characterized by rapid technological developments and a high degree of competition. Competition in the biopharmaceutical industry is based significantly on scientific and technological factors. These factors include the availability of patent and other protection for technology and products, the ability to commercialize technological developments and the ability to obtain governmental approval for testing, manufacturing and marketing. We compete with specialized biopharmaceutical firms in the United States, Europe and elsewhere, as well as a growing number of large pharmaceutical companies that are applying biotechnology to their operations. Many biopharmaceutical companies have focused their development efforts in the human therapeutics area, including cancer. Many major pharmaceutical companies have developed or acquired internal biotechnology capabilities or made commercial arrangements with other biopharmaceutical companies. These companies, as well as academic institutions and governmental agencies and private research organizations, also compete with us in recruiting and retaining highly qualified scientific personnel and consultants. Our ability to compete successfully with other companies in the pharmaceutical field will also depend to a considerable degree on the continuing availability of capital to us.

We are aware of certain products under development or manufactured by competitors that are used for the prevention, diagnosis, or treatment of certain diseases we have targeted for product development. Various companies are developing biopharmaceutical products that potentially directly compete with our product candidates even though their approach to such treatment is different. Several companies, such as Cerus Corporation, in particular, Dandreon Corporation and CancerVax Corporation, are developing cancer vaccines which would be directly competitive with our product candidates. In addition, numerous other companies, many of which have greater financial resources than we do, are actively engaged in the research and development of cancer vaccines, and are in Stage II and Stage III Testing of such products. Such companies include: Antigenics, Inc.; Avi BioPharma, Inc.; Biomira, Inc.; Corixa Corporation; Dendreon Corporation; Epimmune, Inc.; Genzyme Corp.; Progenics Pharmaceuticals, Inc.; Vical Incorporated; CancerVax Corporation; Genitope Corporation; and Xcyte Therapies, Inc.

We expect that our products under development and in clinical trials will address major markets within the cancer sector. Our competition will be determined in part by the potential indications for which drugs are developed and ultimately approved by regulatory authorities. Additionally, the timing of market introduction of some of our potential products or of competitors' products may be an important competitive factor. Accordingly, the relative speed with which we can develop products, complete pre-clinical testing, clinical trials and approval processes and supply commercial quantities to market are expected to be important competitive factors. We expect that competition among products approved for sale will be based on various factors, including product efficacy, safety, reliability, availability, price and patent position. See "Business - Research and Development Programs" and "Business - Competition".

**Risks Related to the Securities Markets and Investments in our Common Stock**

**The price of our common stock may be volatile.**

The trading price of our common stock may fluctuate substantially. The price of the common stock that will prevail in the market after the sale of the shares of common stock by the selling stockholders may be higher or lower than the price you have paid, depending on many factors, some of which are beyond our control and may not be related to our operating performance. These fluctuations could cause you to lose part or all of your investment in our common stock. Those factors that could cause fluctuations include, but are not limited to, the following:

- price and volume fluctuations in the overall stock market from time to time;
- fluctuations in stock market prices and trading volumes of similar companies;
- actual or anticipated changes in our earnings or fluctuations in our operating results or in the expectations of securities analysts;
- general economic conditions and trends;
- major catastrophic events;
- sales of large blocks of our stock;
- departures of key personnel;
- changes in the regulatory status of our product candidates, including results of our clinical trials;
- events affecting Penn or any future collaborators;

- announcements of new products or technologies, commercial relationships or other events by us or our competitors;

- regulatory developments in the United States and other countries;

- failure of our common stock to be listed quoted on the Nasdaq Small Cap Market, American Stock Exchange, OTC Bulletin Board or other national market system;

- changes in accounting principles; and

- discussion of us or our stock price by the financial and scientific press and in online investor communities.

In the past, following periods of volatility in the market price of a company's securities, securities class action litigation has often been brought against that company. Due to the potential volatility of our stock price, we may therefore be the target of securities litigation in the future. Securities litigation could result in substantial costs and divert management's attention and resources from our business.

**If additional authorized shares of our common stock available for issuance or shares eligible for future sale were introduced into the market, it could hurt our stock price**.

We are authorized to issue 500,000,000 shares of common stock. As of December 31, 2005, there were an aggregate of 37,768,932 shares of our common stock issued and outstanding. In addition, 4,842,539 shares of our common stock may be issued upon the exercise of currently outstanding stock options and 20,509,220 shares of common stock may be issued upon the exercise of current outstanding warrants. We are unable to estimate the amount, timing or nature of future sales of outstanding common stock. Sales of substantial amounts of the common stock in the public market by these holders or perceptions that such sales may take place may lower the common stock's market price.

**Our common stock is considered to be** "**penny stock**"**.**

Our common stock may be deemed to be "penny stock" as that term is defined in Rule 3a51-1, promulgated under the Securities and Exchange Act of 1934, as amended (the "Exchange Act"). Penny stocks are stocks:

- with a price of less than $5.00 per share;

- that are not traded on a "recognized" national exchange;

- whose prices are not quoted on the NASDAQ automated quotation system; or

- of issuers with net tangible assets less than $2,000,000 (if the issuer has been in continuous operation for at least three years) or $5,000,000 (if in continuous operation for less than three years), or with average revenue of less than $6,000,000 for the last three years.

Section 15(g) of the Exchange Act and Rule 15g-2 promulgated thereunder require broker-dealers dealing in penny stocks to provide potential investors with a document disclosing the risks of penny stocks and to obtain a manually signed and dated written receipt of the document before effecting any transaction in a "penny stock" for the investor's account. We urge potential investors to obtain and read this disclosure carefully before purchasing any shares that are deemed to be "penny stock."

Rule 15g-9 promulgated under the Exchange Act requires broker-dealers in penny stocks to approve the account of any investor for transactions in such stocks before selling any "penny stock" to that investor. This procedure requires the broker-dealer to:

- obtain from the investor information about his or her financial situation, investment experience and investment objectives;

- reasonably determine, based on that information, that transactions in penny stocks are suitable for the investor and that the investor has enough knowledge and experience to be able to evaluate the risks of "penny stock" transactions;

- provide the investor with a written statement setting forth the basis on which the broker-dealer made his or her determination; and

- receive a signed and dated copy of the statement from the investor, confirming that it accurately reflects the investor's financial situation, investment experience and investment objectives.

Compliance with these requirements may make it harder for investors in our common stock to resell their shares to third parties. Accordingly, our common stock should only be purchased by investors, who understand that such investment is a long-term and illiquid investment, and are capable of and prepared to bear the risk of holding the common stock for an indefinite period of time.

**We may incur increased costs as a result of recently enacted and proposed changes in laws and regulations relating to corporate governance matters.**

Recently enacted and proposed changes in the laws and regulations affecting public companies, including the provisions of the Sarbanes-Oxley Act of 2002 and rules adopted or proposed by the SEC and by the Nasdaq Stock Market, will result in increased costs to us as we evaluate the implications of these laws and regulations and respond to their requirements. These laws and regulations could make it more difficult or more costly for us to obtain certain types of insurance, including director and officer liability insurance, and we may be forced to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. The impact of these events could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, our board committees or as executive officers. We are continuously evaluating and monitoring developments with respect to these laws and regulations and cannot predict or estimate the amount or timing of additional costs we may incur to respond to their requirements.

**A limited public trading market may cause volatility in the price of our common stock.**

Our common stock is quoted on the OTC Bulletin Board under the symbol ADXS. The quotation of our common stock on the OTC Bulleting Board does not assure that a meaningful, consistent and liquid trading market currently exists, and in recent years such market has experience extreme price and volume fluctuations that have particularly affected the market prices of many smaller companies like us. Our common stock is thus subject to this volatility. Sales of substantial amounts of common stock, or the perception that such sales might occur, could adversely affect prevailing market prices of our common stock and our stock price may decline substantially in a short time and our shareholders could suffer losses or be unable to liquidate their holdings.

**There is no assurance of an established public trading market.**

A regular trading market for our common stock may not be sustained in the future. The NASD has enacted recent changes that limit quotation on the OTC Bulletin Board to securities of issuers that are current in their reports filed with the SEC. The effect on the OTC Bulletin Board of these rule changes and other proposed changes cannot be determined at this time. The OTC Bulletin Board is an inter-dealer, over-the-counter market that provides significantly less liquidity than the NASDAQ Stock Market. Quotes for stocks included on the OTC Bulletin Board are not listed in the financial sections of newspapers as are those for the NASDAQ Stock Market. Therefore, prices for securities traded solely on the OTC Bulletin Board may be difficult to obtain and holders of common stock may be unable to resell their securities at or near their originial offering price or at any price. Market prices for our common stock will be influenced by a number of factors, including:

- The issuance of new equity securities pursuant to a future offering;
- Changes in interest rates;
- Competitive developments, including announcements by competitors of new products or services or significant contracts, acquisitions, strategic partnerships, joint ventures or capital commitments;
- Variations in quarterly operating results
- Change in financial estimates by securities analysts;
- The depth and liquidity of the market for our common stock;
- Investor perceptions of our company and the technologies industires generally; and
- General economic and other national conditions.

We have applied to have our common stock quoted on the OTC Bulletin Board. In addition we are subject to a covenant to use our best efforts to apply to be listed on the American Stock Exchange or quoted on the Nasdaq National Stock Market. We cannot assure you that we will be successful in obtaining approval for such applications.

**We may not be able to achieve secondary trading of our stock in certain states because our common stock is not nationally traded.**

Because our common stock is not approved for trading on the Nasdaq National Market or listed for trading on a national securities exchange, our common stock is subject to the securities laws of the various states and jurisdictions of the United States in addition to federal securities law. This regulation covers any primary offering we might attempt and all secondary trading by our stockholders. While we intend to take appropriate steps to register our common stock or qualify for exemptions for our common stock, in all of the states and jurisdictions of the United States, if we fail to do so the investors in those jurisdictions where we have not taken such steps may not be allowed to purchase our stock or those who presently hold our stock may not be able to resell their shares without substantial effort and expense. These restrictions and potential costs could be significant burdens on our stockholders.

**Our executive officers, directors and principal stockholders control our business and may make decisions that are not in our best interests.**

Our officers, directors and principal stockholders, and their affiliates, in the aggregate, beneficially own approximately 63.79% of the outstanding shares of our common stock on a fully diluted basis. As a result, such persons, acting together, have the ability to substantially influence all maters submitted to our stockholders for approval, including the election and removal of directors and any merger, consolidation or sale of all or substantially all of our assets, and to control our management and affairs. Accordingly, such concentration of ownership may have the effect of delaying, deferring or preventing a change in discouraging a potential acquirer from making a tender offer or otherwise attempting to obtain control of our business, even if such a transaction would be beneficial to other stockholders.

**Sales of additional equity securities may adversely affect the market price of our common stock and your rights in us may be reduced.**

The Selling Stockholders hereunder have the right to register securities for resale that they hold pursuant to registration rights agreements. We expect to continue to incur product development and selling, general and administrative costs, and in order to satisfy our funding requirements, we will need to sell additional equity securities, which may be subject to similar registration rights; provided, that the Selling Stockholders consent to such registration rights. The sale or the proposed sale of substantial amounts of our common stock in the public markets may adversely affect the market price of our common stock and our stock price may decline substantially. Our stockholders may experience substantial dilution and a reduction in the price that they are able to obtain upon sale of their shares. Also, any new equity securities issued may have greater rights, preferences or privileges than our existing common stock.

**Additional authorized shares of common stock available for issuance may adversely affect the market.**

We are authorized to issue 500,000,000 shares of our common stock. As of December 31, 2005, we had 37,686,427 shares of our common stock issued and outstanding, excluding shares issuable upon exercise of our outstanding warrants and options. As of October 31, 2005, we had outstanding 4,842,539 options to purchase shares of our common stock at a weighted exercise price of $0.23 per share and outstanding warrants to purchase 20,509,220 shares of our common stock, with exercise prices ranging from $0.1952 to $0.40 per share. Pursuant to our 2004 Stock Option Plan, 2,381,525 shares of common stock are reserved for issuance under the plan. Pursuant to our 2005 Stock Option Plan, which is subject to shareholder approval, 5,600,000 shares of common stock are reserved for issuance under the plan. To the extent the shares of common stock are issued or options and warrants are exercised, holders of our common stock will experience dilution. In addition, in the event of any future financing of equity securities or securities convertible into or exchangeable for, common stock, holders of our common stock may experience dilution.

**Shares eligible for future sale may adversely affect the market.**

From time to time, certain of our stockholders may be eligible to sell all or some of their shares of common stock by means of ordinary brokerage transactions in the open market pursuant to Rule 144 (“Rule 144”) promulgated under the Securities Act of 1933, as amended (the “Securities Act of 1933”), subject to certain limitations. In general, pursuant to Rule 144, a stockholder (or stockholders whose shares are aggregated) who has satisfied a one-year holding period may, under certain circumstances, sell within any three-month period a number of securites which does not exceed the greater of 1% of the then outstanding shares of common stock or the average weekly trading volume of the class during the four calendar weeks prior to such sale. Rule 144 also permits, under cetain circumstances, the sale of securities, without any limitations, by a non-affiliate of our company who has satisfied a two-year holding period. Any substantial sale of our common stock pursuat to Rule 144 or pursuant ot any resale prospectus may have an adverse effect on the market price of our securities.

An aggregate of 56,730,045 shares of common stock are being registered with the SEC in the registration statement of which this prospectus forms a part (which amount includes the Penalty Shares). These shares would otherwise be eligible for future sale under Rule 144 after passage of the minimum one year holding period for holders who are not officers, directors or affilites of the Company. The registration and subsequent sales of such shares of common stock will likely have an adverse effect on the market price of our common stock when it commences to trade.

**We are able to issue shares of preferred stock with rights superior to those of holders of our common stock. Such issuances can dilute the tangible net book value of shares of our common stock.**

Our Articles of Incorporation provide for the authorization of 5,000,000 shares of "blank check" preferred stock. Pursuant to our Articles of Incorporation, our Board of Directors is authorized to issue such "blank check" preferred stock with rights that are superior to the rights of stockholders of our common stock, at a purchase price then approved by our Board of Directors, which purchase price may be substantially lower than the market price of shares of our common stock, without stockholder approval.

**We do not intend to pay dividends.**

We have never declared or paid any dividends on our securities. We currently intend to retain our earnings for funding growth and, therefore, do not expect to pay any dividends in the foreseeable future.

## SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements. We have based these forward-looking statements on our current expectations and projections about future events. These statements include, but are not limited to:

- statements as to the anticipated timing of clinical studies and other business developments;
- statements as to the development of new products;
- expectations as to the adequacy of our cash balances to support our operations for specified periods of time and as to the nature and level of cash expenditures; and
- expectations as to the market opportunities for our products, as well as our ability to take advantage of those opportunities.

These statements may be found in the sections of this prospectus entitled "Prospectus Summary,""Risk Factors", "Management's Discussion and Analysis of Financial Condition and Results of Operations and Plan of Operations", and "Business," as well as in this prospectus generally. Actual results could differ materially from those anticipated in these forward-looking statements as a result of various factors, including all the risks discussed in "Risk Factors" and elsewhere in this prospectus.

In addition, statements that use the terms "can,""continue,""could,""may,""potential,""predicts,""should,""will,""believe,""expect,""plan,""intend,""estimate,""anticipate,""scheduled" and similar expressions are intended to identify forward-looking statements. All forward-looking statements in this prospectus reflect our current views about future events and are based on assumptions and are subject to risks and uncertainties that could cause our actual results to differ materially from future results expressed or implied by the forward-looking statements. Many of these factors are beyond our ability to control or predict. Forward-looking statements do not guarantee future performance and involve risks and uncertainties. Actual results will differ, and may differ materially, from projected results as a result of certain risks and uncertainties. The risks and uncertainties include, without limitation, those described under "Risk Factors" and those detailed from time to time in our filings with the SEC, and include, among others, the following:

- Our limited operating history and ability to continue as a going concern;
- Our ability to successfully develop and commercialize products based on our therapies and the Listeria System;

- A lengthy approval process and the uncertainty of FDA and other government regulatory requirements may have a material adverse effect on our ability to commercialize our aplications;

- Clinical trials may fail to demonstrate the safety and effectiveness of our applications or therapies, which could have a material adverse effect on our ability to obtain government regulatory approval;

- The degree and nature of our competition;

- Our ability to employ and retain qualified employees; and

- The other factors referenced in this prospectus, including, without limitation, under the section entitled “Risk Factors”, “Management’s Discussion and Analysis of Financial Condition and Results of Operations and Plan of Operations”, and Business”.

These risks are not exhaustive. Other sections of this prospectus may include additonal factors which could adversely impact our business and financial performance. Moreover, we operate in a very competitive and rapidly changing environment. New risk factors emerge from time to time and it is not possible for our management to predict all risk factors, nor can we assess the impact of all factors on our business or to the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. Given these risks and uncertainties, investors should not place undue reliance on forward-looking statements as a prediction of actual results. These forward-looking statements are made only as of the date of this prospectus. Except for our ongoing obligation to disclose material information as required by federal securities laws, we do not intend to update you concerning any future revisions to any forward-looking statements to reflect events or circumstances occurring after the date of this prospectus.

## USE OF PROCEEDS

We will not receive any proceeeds from the sale of the shares of common stock by the selling stockholders, but we will receive funds from the exercise of warrants held by selling stockholders, if exercised for cash.

## MARKET FOR COMMON STOCK AND RELATED STOCKHOLDER MATTERS

Prior to July 28, 2005, there is no record of any quotes in the Pink Sheets or OTC Bulletin Board and according to our records no public sales of our securities have occurred.

At March 31, 2005, there were approximately 84 holders of our common stock.

## DIVIDEND POLICY

We have not declared nor paid any cash dividend on our common stock, and we currently intend to retain future earnings, if any, to finance the expansion of our business, and we do not expect to pay any cash dividends in the foreseeable future. The decision whether to pay cash dividends on our common stock will be made by our Board of Directors, in their discretion, and will depend on our financial condition, operating results, capital requirements and other factors that our Board of Directors considers significant.

## DILUTION

We are only registering shares of common stock already outstanding and held by selling stockholders under this prospectus. As such, purchasers of shares of common stock sold under this prospectus shall not experience any immediate dilution as a result of or upon such purchase. Upon issuance of the Penalty Shares, our outstanding shares have increased by 1.01%, reducing our book value per share (as of January 31, 2005) by $0.00089, and keeping it at $0.08 per share

## CAPITALIZATION

The following table sets forth as of October 31, 2005, our actual capitalization. This table should be read in conjunction with the information contained in "Management's Discussion and Analysis of Financial Condition and Results of Operations and Plan of Operations" and the consolidated financial statements and the notes thereto included elsewhere in this prospectus.

| | | Actual (Unaudited) |
|---|---|---|
| Long-term debt | $ | 443,000 |
| Stockholders' equity (deficit): | | |
| Common stock | | 37,686 |
| Additional paid in capital | | 5,178,319 |
| Deferred compensation | | ------ |
| Retained earnings (deficit) | | ($3,464,430) |
| Total stockholders equity | $ | 1,751,575 |
| **Total capitalization** | **$** | **2,194,575*** |

* Not including short term payables.

## SUMMARY CONSOLIDATED FINANCIAL DATA OF ADVAXIS

On November 12, 2004, we acquired Advaxis, Inc., a Delaware corporation through the Share Exchange. The transaction was accounted for as a recapitalization. Accordingly, the historical financial statements of Advaxis will be our financial statements for reporting purposes. Advaxis, Inc has changed its fiscal year to October 31st and as a result is providing herein its audited financial statements for the year ended December 31, 2003, the ten months ended October 31, 2004 and for the twelve months ended October 31, 2005.

The following condensed statement of operations data for the year ended December 31, 2003, the ten months ended October 31, 2004 and the twelve months ended October 31, 2005 are derived from Advaxis' financial statements and the related notes, audited by Goldstein Golub Kessler LLP, Certified Public Accountants, 1185 Avenue of the Americas, Suite 500, New York, NY 10036-2602, Advaxis' independent registered public accounting firm. The financial statements and the related notes as of December 31, 2005 and for the year ended December 312003 the ten months ended October 31, 2004 and twelve months ended October 31, 2005, are included elsewhere herein. The selected unaudited statement of operations data for the ten months ended October 31, 2003, and the unaudited selected statement of operations data for the twelve months ended October 31, 2004, are derived from Advaxis' unaudited financial statements, which have been prepared on a basis consistent with Advaxis' audited financial statements and, in the opinion of management, include all adjustments, consisting of normal recurring adjustments, necessary for a fair presentation of Advaxis' financial position and results of operations. The results of operations for any interim period are not necessarily indicative of results to be expected for the entire year. The following data should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations and Plan of Operations" and our financial statements and the related notes included elsewhere in this prospectus.

| | Year ended December 31, | Ten Months Ended October 31, | | 12 Months Ended October 31, | |
|---|---|---|---|---|---|
| **Statement of Operations Data:** | | | | | |
| | **2003** | **2003** | **2004** | **2004** | **2005** |
| | | (unaudited) | | (unaudited) | |
| Income | $ 4,000 | $ 3,600 | $ 116,406 | $ 116,806 | $ 552,868 |
| Total operating expenses | $ 897,076 | 821,725 | 650,310 | $ 715,754 | 2,395,328 |
| Interest expense (income) | 17,190 | 7,288 | 4,229 | 13,132 | (36,671) |
| Other income | 521 | 106 | 57 | 72 | -- |
| Provision for income taxes | -- | -- | -- | -- | -- |
| Net loss | $ (909,745) | (825,907) | (538,076) | $ (655,892)) | $ (1,805,789) |
| **Loss per Share Information**: | | | | | |
| Basic and diluted net loss per share | $ (0.06) | $ (0.05) | $ (0.04) | $ (0.04) | $ (0.05) |

| **Balance Sheet Data**: | **December 31, 2003** | **October 31, 2004** | **October 31, 2005** |
|---|---|---|---|
| Cash and cash equivalents | $ 47,160 | $ 32,279 | $ 2,075,206 |
| Intangible assets | $ 277,243 | $ 469,803 | $ 751,088 |
| Total assets | $ 324,403 | $ 502,083 | $ 2,904,039 |
| Total liabilities | $ 1,131,138 | $ 1,841,579 | $ 1,152,465 |
| Stockholders' equity (deficiency) | $ (806,735) | $ (1,339,496) | $ 1,751,575 |

## MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS AND PLAN OF OPERATIONS

*This Management's Discussion and Analysis of Financial Condition and Results of Operations and Plan of Operations and other portions of this prospectus contain forward-looking information that involve risks and uncertainties. Our actual results could differ materially from those anticipated by the forward-looking information. Factors that may cause such differences include, but are not limited to, availability and cost of financial resources, product demand, market acceptance and other factors discussed in this prospectus under the heading "Risk Factors". This Management's Discussion and Analysis of Financial Condition and Results of Operations and Plan of Operations should be read in conjunction with our financial statements and the related notes included elsewhere in this prospectus.*

***Overview***

We are a biotechnology company utilizing multiple mechanisms of immunity with the intent to develop cancer vaccines that are more effective and safer than existing vaccines. We believe that by using our licensed Listeria System to engineer a live attenuated Listeria monocytogenes bacteria to secrete a protein sequence containing a tumor-specific antigen, we will force the body's immune system to process and recognize the antigen as if it were foreign, creating the immune response needed to attack the cancer. The licensed Listeria System, developed at Penn over the past 10 years, provides a scientific basis for believing that this therapeutic approach induces a significant immune response to the tumor. Accordingly, we believe that the Listeria System is a broadly enabling platform technology that can be applied in many cancers, infectious diseases and auto-immune disorders.

Our therapeutic approach is based upon, and we have obtained an exclusive license with respect to, the innovative work of Yvonne Paterson, Ph.D., Professor of Microbiology at Penn involving the creation of genetically engineered Listeria that stimulate the innate immune system and induce an antigen-specific immune response involving humoral and cellular components.

We have focused our initial development efforts on six lead compounds and anticipate commencing a Phase I clinical study of Lovaxin C, a potential cervical and neck cancer vaccine, in the fourth quarter of 2005. See "Business - Research and Development Program".

We were originally incorporated in the state of Colorado on June 5, 1987 under the name Great Expectations, Inc. We were administratively dissolved January 1, 1997 and reinstated June 18, 1998 under the name Great Expectations and Associates, Inc. In 1999, we became a reporting company under the Securities Exchange Act of 1934, as amended. We were a publicly-traded "shell" company in November 2004 without any business. On November 12, 2004, we acquired Advaxis through the Share Exchange, as a result of which Advaxis become our wholly-owned subsidiary and our sole operating company. For financial reporting purposes, we have treated the Share Exchange as a recapitalization. As a result of the foregoing as well as the fact that the Share Exchange is treated as a recapitalization of Advaxis rather than as a business combination, the historical financial statements of Advaxis became our historical financial statements after the Share Exchange.

On November 12, 2004, December 8, 2004 and January 4, 2005, we closed a private offering of an aggregate of 11,334,495 shares of our common stock and warrants to purchase an aggregate of 11,334,495 shares of our common stock resulting in aggregate net proceeds of approximately $3,253,000. Such offering was solely to "accredited investors", as defined in Rule 501(a) of Regulation D under the Securities Act of 1933, through the Placement Agent. See "Management's Discussion and Analysis of Financial Condition and Results of Operations and Plan of Operations - Liquidity and Capital Resources".

On November 12, 2004 we converted $595,000 of aggregate principal promissory notes plus accrued interest outstanding into an aggregate of 2,136,441 shares of our common stock and warrants to purchase 2,223,549 shares of our common stock.

On January 12, 2005, we closed a private offering of 3,832,753 shares of our common stock and warrants to purchase 3,832,753 shares of our common stock resulting in aggregate net proceeds of approximately $1,100,000. Such offering was to a single "accredited investor", as defined in Rule 501(a) of Regulation D under the Securities Act of 1933. See "Management's Discussion and Analysis of Financial Condition and Results of Operations and Plan of Operations - Liquidity and Capital Resources".

To date we have been in the development stage. During the year ended December 31, 2003, the ten months ended October 31, 2004 and the twelve months ended October 31, 2005, we had no customers and focused our efforts on research and development related to our product candidates, capital raising and formation, and activities relating to the Share Exchange. During these periods, our net loss was $909,745, $538,076 and $1,805,789, respectively. As of December 31, 2003, October 31, 2004 and October 31, 2005, we had a working capital (deficit) of ($997,184), ($1,396,062) and $1,365,741, respectively and an accumulated deficit of $1,076,861, $1,658,641 and $3,464,430, respectively.

**Plan of Operations**

We intend to use the proceeds of the Private Placement closed on November 12, 2004, December 8, 2004 and January 4, 2005 and the proceeds of the offering closed on January 12, 2005 to conduct a Phase I clinical trial in cervical cancer using Lovaxin C, one of our lead product candidates in development using our Listeria System. We intend to expand our research and development team and further the development of the product candidates. We also intend to deploy a portion of the funds in expanding our manufacturing capabilities and in strategic activities. Our corporate staff will be responsible for the general and administrative activities.

During the next 12 to 24 months, we anticipate that our strategic focus will be to achieve several objectives. Our foremost objectives are as follows and are further described under "Business - Strategy":

- Initiate and complete phase I clinical study of Lovaxin C;
- Continue pre-clinical development of our products;
- Continue research to expand our technology platform.

**Accounting Policies; Impact of Growth**

Below is a brief description of basic accounting principles which we have adopted in determining our recognition of expenses, as well as a brief description of the effects that our management believes that our anticipated growth will have on our revenues and expenses in the future 12 months.

*Revenues*. We do not anticipate that we will record any material revenues during at least the twelve months ending October 31, 2006. When we recognize revenues, we anticipate that the revenue sources will be principally comprised of grants and licensing fees.

*Expenses*. We recorded operating expenses for the year ended December 31, 2003, the ten months ended October 31, 2004 and the year ended October 31, 2005 of $897,076 $650,310 and $2,395,328, respectively.

The preparation of financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenue and expenses, and related disclosure of contingent assets and liabilities. On an on-going basis, we evaluate our estimates, based on historical experience and on various other assumptions that we believe to be reasonable under the circumstances. Actual results may differ from these estimates under different assumptions or conditions.

We believe the following critical accounting policy involves significant estimate and judgment. We amortize trademark and patent costs over their estimated useful lives. We may be required to adjust these lives based on advances in science and competitor actions. We review the recorded amounts of trademarks and patents at each period end to determine if their carrying amount is still recoverable based on expectations regarding potential licensing of the intangibles or sales of related products. Such an assessment, in the future, may result in a conclusion that the assets are impaired, with a corresponding charge against earnings.

Due to the limited nature of our operations, we do not identify any other accounting policies involving estimates or assumptions that are material due to the levels of subjectivity and judgment necessary to account for highly uncertain matters or the susceptibility of such matters to change, and where the impact of the estimates and assumptions on financial condition or operating performance is material.

In accordance with Securities and Exchange Commission Staff Accounting Bulletin (SAB) No. 104, revenue from license fees and grants is recognized when the following criteria are met; persuasive evidence of an arrangement exists, services have been rendered, the contract price is fixed or determinable, and collectibility is reasonably assured. In licensing arrangements, delivery does not occur for revenue recognition purposes until the license term begins. Nonrefundable upfront fees received in exchange for products delivered or services performed that do not represent the culmination of a separate earnings process will be deferred and recognized over the term of the agreement using the straightline method or another method if it better represents the timing and pattern of performance.

For revenue contracts that contain multiple elements, we will determine whether the contract includes multiple units of accounting in accordance with EITF No. 00-21, Revenue Arrangements with Multiple Deliverables. Under that guidance, revenue arrangements with multiple deliverables are divided into separate units of accounting if the delivered item has value to the customer on a standalone basis and there is objective and reliable evidence of the fair value of the undelivered item.

Research and Development. During the year ended December 31, 2003, the ten months ended October 31, 2004, and the year ended October 31, 2005, we recorded research and development expenses of $491,508, $125,942 and $1,175,536, respectively. Such expenses were principally comprised of manufacturing scale up and process development, license fees, sponsored research and consulting. We recognize research and development expenses as incurred.

During the year ending December 31, 2006 and beyond, we anticipate that our research and development expenses will increase as a result of our expanded development and commercialization efforts related to clinical trials, product development, and development of strategic and other relationships that will be required ultimately for the licensing, manufacture and distribution of our product candidates. We regard four of our product candidates as major research and development projects. The timing, costs and risks of those projects are as follows:

**Lovaxin C - Phase I trial Summary Information**

- Cost incurred to date: approximately $1,000,000
- Estimated future costs: $700,000
- Anticipated completion date: second quarter of 2006
- Risks and uncertainties:

- the FDA (or relevant foreign regulatory authority) may not approve the study
- any adverse event in a patient in the trial
- difficulty in recruiting patients
- delays in the program
- strong side effects in patients in the trial

· Commencement of material cash flows:
  - Unknown at this stage and dependent upon a licensing deal or pursuant to a marketing collaberation subject to regulatory approval to market and sell the product.

**Lovaxin B - Phase I trial Summary Information**

· Cost incurred to date: $300,000

· Estimated future costs: $1,800,000

· Anticipate completion dates: second quarter of 2007

· Risks and uncertainties:
  - Obtaining favorable animal data
  - Proving low toxicity in animals and obtaining favorable animal data
  - Manufacturing scale up to GMP level
  - FDA (or foreign regulatory authority) may not approve the study
  - The occurrence of an adverse event in a patient
  - Delays in the program

· Commencement of material cash flows:
  - Unknown at this stage, upon a licensing deal or pursuant to a marketing collaberation subject to regulatory approval to market and sell the product.

**Lovaxin T - Phase I trial Summary Information**

- Cost incurred to date: $100,000

- Estimated future costs: $1,500,000

- Anticipate completion dates: third quarter of 2007

- Risks and uncertainties:
    - Obtaining favorable animal data
    - Proving low toxicity in animals and obtaining favorable animal data
    - Manufacturing scale up to GMP levels
    - FDA (or foreign regulatory authority) may not approve the study initiation
    - Adverse event in a patient in the program
    - Delays in the program

- Commencement of material cash flows:
    - Unknown at this stage and dependent upon a licensing deal or pursuant to a maekting collaberation subject to regulatory approval to market and sell the product.

**Lovaxin NY - Phase I trial Summary Information**

- Cost incurred to date: $200,000

- Estimated future costs: Unknown at this stage.

- Anticipated completion dates: Unknown at this stage.

- Risks and uncertainties:
    - Obtaining favorable animal data
    - Proving low toxicity in animals and obtaining favorable animal data
    - Manufacturing scale up to GMP levels
    - FDA (or foreign regulatory authority) may not approve the study
    - The occurrence of an adverse event in a patient in the program
    - Delays in the program

- Commencement of material cash flows:
    - Unknown at this stage and dependent upon a licensing deal or pursuant to a marketing collaberation subject to regulatory approval to market and sell the product.

General and Administrative Expenses. During the year ended December 31, 2003 the ten months ended October 31, 2004, and the year ended October 31, 2005, we recorded general and administrative expenses of $405,568 $524,368 and $1,219,792, respectively. General and administrative costs primarily include the salaries for executive, finance, facilities, insurances, accounting and legal assistance, as well as other corporate and administrative functions that serve to support Advaxis' current and our future operations and provide an infrastructure to support this anticipated future growth. During the year ending December 31, 2006 and beyond, we anticipate that our general and administrative costs will increase due to the increased compliance requirements, including, without limitation, legal, accounting, and insurance expenses, arising out of complying with periodic reporting and other regulations applicable to public companies.

Interest Expense. During the year ended December 31, 2003 and the ten months ended October 31, 2004, we recorded interest expense of $17,190 and $4,229, respectively and for the year ended October 31, 2005, we recorded interest income of $36,671. Interest expense, relates primarily to our convertible promissory notes which have been converted into Units at the initial closing of our Private Placement on November 12, 2004. Each Unit consisting of 87,108 shares of common stock and warrants to purchase 87,108 shares of common stock. Interest Income, relates primarily to our back cash deposits.

*Recently Issued Accounting Pronouncements.* In December 2004, the Financial Accounting Standards Board issued FASB Statement No. 123 (revised 2004), share-based payment. This statement requires that compensation cost relating to share based payment transactions be recognized in financial statements. The cost will be measured based on the fair value of the equity or liability instruments issued. At present, we are unable to determine what effect, if any, the adoption of FASB Statement No. 123 (revised 2004) will have on our financial statements.

**Results of Operations**

**Year Ended October 31, 2005 Compared to the Year Ended October 31, 2004**

*Revenue.* Our revenue increased by $436,462 or 375% from $116,406 for the year ended October 31, 2004 to $552,868 for the year ended October 31, 2005 due to the increase in grant money received by the Company in these periods.

*Research and Development Expenses.* Research and development expenses increased by $1,034,916 or 736% from $140,620 for the twelve months ended October 31, 2004 to $1,175,536 for the twelve months ended October 31, 2005. This decrease was principally attributable to the following:

- an increase in our related manufacturing expenses of $416,842 or 5,710% from $(7,300) to $409,542; such increase reflects the delay in the manufacturing program during 2004 because of delays in funding, and the manufacturing of Lovaxin C in 2005 for toxicology and clinical trials;

- an increase in expenses related to toxicology studies from $0 to $293,105; such increase reflects the initiation of toxicology studies by Pharm Olam in connection with our Lovaxin C product candidates, and the payment of deferred license fees to Penn;

- an increase in wages and salaries related to our research and development program from $0 to $166,346; such increase reflects the recruitment of our R&D management team in early 2005.

- an increase in subcontracted work of $141,366 or 100% from $0 to $141,366; such increase reflects the subcontract work performed by Dr. Paterson at Penn, pursuant to certain grants.

*General and Administrative Expenses.* General and administrative expenses increased by $644,659 or 112% from $575,133 for the year ended October 31, 2004 to $1,219,792 for the year ended October 31, 2005. This decrease is primarily attributable to the following:

- employee related expenses increased by $123,157, or 56.4%, from $218,482 for the twelve months ended October 31, 2004 to $341,639 for the twelve months ended October 31, 2005 arising from a bonus to Mr. Derbin, the Chief Executive Officer, in stock, an increase in the salary of Mr. Derbin, and the cost of health insurance initiated in 2005;

- Offering expenses increased by $117,498, or 100%, from $0 for the twelve months ended October 31, 2004 to $117,498 for the twelve months ended October 31, 2005 arising from legal and banking expenses relating to the private placement closed in November 2004;

- An increase in professional fees from $231,686 for the twelve-months ended October 31, 2004 to $460,691 for the twelve months ended October 31, 2005, primarily as a result of an increase in legal fees, public relations fees, consulting fees and accounting fees.

*Interest Expenses.* Interest expense decreased by by $5,825 or 44.4% from $13,132 for the year ended October 31, 2004 to $7,307 for the year ended October 31, 2005. The decrease results primarily from a reduction on interest payable on certain notes which were converted on November 12, 2004.

*Other Income.* Other Income increased by $43,907 or 61,841% from $71 for the twelve months ended October 31, 2004 to $43,978 for the twelve months ended October 31, 2005. The increase results primarily from an increase in interest paid to the company on cash deposits held by the Company.

No provision for income taxes was made for the year ended October 31, 2004 or 2005 due to significant tax losses during and prior to such periods.

**Ten Months Ended October 31, 2004 Compared to the Ten Months Ended October 31, 2003**

*Revenue.* Our revenue increased by $112,806 or 3133.5% from $3,600 for the ten months ended October 31, 2003 to $116,406 for the ten months ended October 31, 2004 due to the increase in grant money received by the Company in these periods.

*Research and Development Expenses.* Research and development expenses decreased by $320,382, or 71.8%, from $446,324 for the ten months ended October 31, 2003 to $125,942 for the ten months ended October 31, 2004. This decrease was principally attributable to the following:

- A decrease in our manufacturing expenses of $228,452 or 103.9% from $219,948 to $(8,504); such decrease reflects the delay in the manufacturing program during 2004 because of delays in funding;

- A decrease in our License Fees of $110,164 or 196.4% from $56,082 to $(54,082); such decrease reflects the reclassification of License Fees from an R&D expense to an investment;

- A decrease in our outside research fees from $97,306 to $38,382; such decrease reflects the completion in year 2004 of our expenses resulting from our sponsored research agreement with Penn; and

- Development consulting expenses increased from $72,988 to $150,147 or 105.7%. This increase reflects primarily increased success fees due to DNA Bridges in connection with two NIH grants awarded to the Company in 2004

*General and Administrative Expenses.* General and administrative expenses increased by $148,965 or 39.7% from $375,403 for the ten months ended October 31, 2003 to $524,368 for the ten months ended October 31, 2004. This decrease was principally attributable to the following:

- employee related expenses increased by $34,790, or 22.5%, from $154,512 for the ten months ended October 31, 2003 to $189,302 for the ten months ended October 31, 2004 arising from a bonus to Mr. Derbin, the Chief Executive Officer, in stock;

- professional fees increased by $14,368 from $204,145 for the ten months ended October 31, 2003 to $218,514 for the ten months ended October 31, 2004 principally due to (a) an increase in consulting fees from $95,651 to $110,332, and (b) an increase in accounting fees from $350 to $23,070;

- Insurance expense was increased from $1,901 for the ten months ended October 31, 2003 to $9,929 for the ten months ended October 31, 2004; and

- Other General and Administrative expenses increased by $66,701 from $14,844 to $81,545 principally due to an increase in amortization expenses, information technology and internet expenses, postage, telephone and travel expenses..

*Interest Expenses.*

Interest expense decreased by $4,059, or 49%, from $8,288 for the ten months ended October 31, 2003 to $4,229 for the ten months ended October 31, 2004. The decrease results primarily from a reduction on interest payable on certain fees owed to Penn.

**Year ended December 31, 2003 and the period from March 1, 2002 (inception) to December 31, 2002**

*Revenue.* Our revenue increased by $2,977, or 291%, from $1,023 for the period from March 1, 2002 (inception) to December 31, 2002 to $4,000 for the year ended December 31, 2003 due to the increase in grant money received by the Company in these periods.

*Research and Development Expenses.* Research and development expenses increased by $440,610, or 865.7%, from $50,898 for the period from March 1, 2002 (inception) through December 31, 2002 to $491,508 for the year ended December 31, 2003. This increase was principally attributable to the increase in outside research expenses increased by $33,838, or 53%, from $63,468 for the period from March 1, 2002 (inception) through December 31, 2002 to $97,306 for the year ended December 31, 2003 due to increased research fees due to Penn relating to an increased research program, the initiation of our manufacturing scale up program with Cobra Biomanufacturing PLC in year 2003 where such plan did not yet exist in year 2002 as well as the hire of certain pre clinical and regulatory consultants in early 2003 such as Therrimune Research Corporation, Dr. Bruce Mackler and AccessBio.

*General and Administrative Expenses.* General and administrative expenses increased by $288,565 or 246.6% from $117,003 for the period from March 31, 2002 (inception) through December 31, 2002 to $405,568 for the year ended December 31, 2003. This increase is primarily attributable to the increase in professional fees increased by $316,457, or 328.85%, from $96,231 for the period from March 1, 2002 (inception) to December 31, 2002 to $412,688 for the year ended December 31, 2003 due to increased consulting and legal requirements and increased consulting fees paid to financial advisors in 2003.

*Other Income.* Other Income increased by $521 from $0 for the period from March 1, 2002 (inception) to December 31, 2002 to $521 for the year ended December 31, 2003. The decrease results from a decrease in interest paid to the company on cash deposits held by the Company.

*Interest Expenses.* Interest expense increased by $17,190 from $0 for the period from March 31, 2002 (inception) through December 31, 2002 to $17,190 for the year ended December 31, 2003. The increase results primarily from the interest attributable to notes issued during such later period.

No provision for income taxes was made for the period from March 31, 2002 (inception) through December 31, 2002 or the year ended December 31, 2003 due to significant tax losses incurred.

*Other Income.*

Other Income increased by $112,357, or 2,736%, from $4,106 for the ten months ended October 31, 2003 to $116,463_for the ten months ended October 31, 2004. The increase results primarily from an increase in grants from $3,600 to $116,406.

**Liquidity and capital resources**

At December 31, 2003, October 31, 2004 and October 31, 2005, our cash was $47,160, $32,279 and $2,075,206, respectively, and we had a working capital deficit of $997,184 and $1,396,062 at December 31, 2003 and October 31, 2004, respectively, and working capital of $1,365,742 at October 31, 2005.

To date, our principal sources of liquidity has been cash provided by private offerings of our securities. These offering have been structured so as to be exempt from the prospectus delivery requirements under the Securities Act of 1933. Our principal uses of cash have been research and development and working capital. We anticipate these uses will continue to be our principal uses of cash in the future.

On November 12, 2004, we acquired Advaxis,Inc., a Delaware corporation through the Share Exchange. The transaction was accounted for as a recapitalization. Accordingly, the historical financial statements of Advaxis will be our financial statements for reporting purposes. Advaxis, Inc has changed its fiscal year to October 31st and as a result is providing herein its audited financial statements for the year ended December 31, 2003, the ten months ended October 31, 2004 and for the twelve months ended October 31, 2005.

Although we believe that the net proceeds received by us from the Private Placement and the private offerings will be sufficient to finance our currently planned operations for approximately the next 12 to 24 months, we do not believe that these amounts will be sufficient to meet our longer-term cash requirements or our cash requirements for the commercialization of any of our existing or future product candidates. We will be required to issue equity or debt securities or to enter into other financial arrangements, including relationships with corporate and other partners, in order to raise additional capital. Depending upon market conditions, we may not be successful in raising sufficient additional capital for our long-term requirements. In such event, our business, prospects, financial condition and results of operations could be materially adversely affected.

The following factors, among others, could cause actual results to differ from those indicated in the above forward-looking statements: increased length and scope of our clinical trials, increased costs related to intellectual property related expenses, increased cost of manufacturing and higher consulting costs. These factors or additional risks and uncertainties not known to us or that we currently deem immaterial may impair business operations and may cause our actual results to differ materially from any forward-looking statement.

Although we believe the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. We are under no duty to update any of the forward-looking statements after the date of this prospectus to conform them to actual results or to make changes in our expectations.

We expect our future sources of liquidity to be primarily equity capital raised from investors, as well as licensing fees and milestone payments in the event we enter into licensing agreements with third parties, and research collaboration fees in the event we enter into research collaborations with third parties.

On November 12, 2004, we sold to accredited investors at an initial closing of the Private Placement 117 Units at $25,000 per unit for an aggregate purchase price of $2,925,000. Each Unit is comprised of (i) 87,108 shares of our common stock and (ii) a five-year warrant to purchase 87,108 shares of our common stock at an exercise price of $0.40 per share. At the initial closing, the accredited investors received an aggregate of 10,191,638 shares of common stock and warrants to purchase 10,191,638 shares of common stock. In addition, on November 12, 2004, $595,000 aggregate principal amount of convertible promissory notes of Advaxis, including accrued interest, were converted into units on the same terms as those upon which the Units sold. The holders of these notes received an aggregate of 2,136,441 shares of common stock and warrants to purchase 2,136,441 shares of common stock upon conversion of these notes plus accrued interest thereon.

On December 8, 2004, we sold to accredited investors at a second closing of the Private Placement 8 units for an aggregate purchase price of $200,000. At such closing, the accredited investors received an aggregate of 696,864 shares of common stock and warrants to purchase 696,864 shares of Common Stock.

On January 4, 2005, we sold to accredited investors at a third closing of the Private Placement 5.12 Units for an aggregate purchase price of $128,000. At such closing, the accredited investors received an aggregate of 445,993 shares of common stock and warrants to purchase 445,993 shares of Common Stock.

Pursuant to the terms of a investment banking agreement, dated March 19, 2004, by and between us and Sunrise Securities, Corp. (“Sunrise” or the “Placement Agent”), we issued to the Placement Agent and its designees an aggregate of 2,283,445 shares of common stock and warrants to purchase up to an aggregate of 2,666,900 shares of common stock. The shares were issued as part consideration for the services of Sunrise, as our placement agent in the Private Placement. In addition, we paid Sunrise a total cash fee of $50,530.

On January 12, 2005, we sold to one accredited investor at a closing of a subsequent private placement offering 44 units for an aggregate purchase price of $1,100,000. As with the Private Placement, each Unit issued and sold in this subsequent private placement was sold at $25,000 per unit and is comprised of (i) 87,108 shares of our common stock, and (ii) a five-year warrant to purchase 87,108 shares of our common stock at an exercise price of $0.40 per share. At such closing, the accredited investor received an aggregate of 3,832,752 shares of common stock and warrants to purchase 3,832,752 shares of common stock.

We are party to a license agreement, dated June 17, 2002, as amended, between Advaxis and The Trustees of the University of Pennsylvania, pursuant to which Advaxis has agreed to pay $525,000, divided over a four-year period as a royalty after the first commercial sale of our products covered by the license. Since the first commercial sale of our products will occure only pursuant to obtaining regulatory approval to market and sell our products, we do not anticipate the obligation to make such payments in the next five years. Advaxis is also obligated to pay annual license maintenance fees under this agreement ranging from $25,000 to $125,000 per year after the first commercial sale of a product under the license, as well as pay up to $482,000 to the licensor upon receiving financing. The amount due is contingent upon the size of the financing.

For a description of material employment agreements to which we are party, see “Certain Relationships and Related Party Transactions”.

**Critical Accounting Policies**

The preparation of financial statements requires the Company to make estimates and judgments that affect the reported amounts of assets, liabilities, revenue and expenses, and related disclosure of contingent assets and liabilities. On an on-going basis, the Company evaluates its estimates, based on historical experience and on various other assumptions that are believed to be reasonable under the circumstances. Actual results may differ from these estimates under different assumptions or conditions.

The Company believes the following critical accounting policy involves significant estimate and judgment. The Company amortizes trademark and patent costs over their estimated useful lives. The Company may be required to adjust these lives based on advances in science and competitor actions. The Company reviews the recorded amounts of trademarks and patents at each period end to determine if their carrying amount is still recoverable based on expectations regarding potential licensing of the intangibles or sales of related products. Such an assessment, in the future, may result in a conclusion that the assets are impaired, with a corresponding charge against earnings.

Due to the limited nature of the Company’s operations, the Company has not identified any other accounting policies involving estimates or assumptions that are material due to the levels of subjectivity and judgment necessary to account for highly uncertain matters or the susceptibility of such matters to change, and where the impact of the estimates and assumptions on financial condition or operating performance is material.

**Impact of Inflation**

We believe that our results of operations are not dependent upon moderate changes in inflation rates.

## BUSINESS

### General

We are a development stage biotechnology company utilizing multiple mechanisms of immunity with the intent to develop cancer vaccines that are more effective and safer than existing vaccines. To that end, we have licensed rights from Penn to use the Listeria System to secrete a protein sequence containing a tumor-specific antigen. Using the Listeria System, we believe we will force the body's immune system to process and recognize the antigen as if it were foreign, creating the immune response needed to attack the cancer. Our licensed Listeria System, developed at Penn over the past 10 years, provides a scientific basis for believing that this therapeutic approach induces a significant immune response to a tumor. Accordingly, we believe that the Listeria System is a broadly enabling platform technology that can be applied to many types of cancers. In addition, we believe there may be useful applications in infectious diseases and auto-immune disorders.

The therapeutic approach that comprises the Listeria System is based upon the innovative work of Yvonne Paterson, Ph.D., Professor of Microbiology at Penn, involving the creation of genetically engineered Listeria that stimulate the innate immune system and induce an antigen-specific immune response involving humoral and cellular components. We have obtained the Penn License to exploit the Listeria System.

We have focused our initial development efforts upon cancer vaccines targeting cervical, breast, Prostate, ovarian, lung and other cancers. Our lead products in development are as follows:

| Product | Indication | Stage |
|---|---|---|
| Lovaxin C | Cervical and head and neck cancers | Pre-clinical; Phase I study in cervical cancer anticipated to commence in early 2006 |
| Lovaxin B | Breast cancer and melanoma | Pre-clinical; Phase I study anticipated to commence in late 2006 |
| Lovaxin P | Prostate cancer | Pre-clinical; Phase I study anticipated to commence in late 2006 |
| Lovaxin W | Wilms tumor and leukemia | Pre-clinical; |
| Lovaxin T | Cancer through control of telomerase | Pre-clincial |
| Lovaxin H | Prophylactic vaccine for HIV (AIDS) | Pre-clincial |

* Possible delays of up to three months may occur based on the production schedule of Cobra Biomanufacturing PLC of material, vaccine stability testing and the issuance of required regulatory approval.

See "Business - Research and Development Programs".

Since our formation, we have had a history of losses which as of January 31, 2005 aggregate $1,903,996, and because of the long development period for new drugs, we expect to continue to incur losses for several years. Our business plan to date has been realized by substantial outsourcing of virtually all major functions of drug development including scaling up for manufacturing, research and development, grant applications and others. The expenses of these outsourced services account for most of our accumulated loss. We cannot predict when, if ever, any of our product candidates will become commercially viable or FDA approved. Even if one or more of our products becomes commercially viable and receives FDA approval, we are not certain that we will ever become a profitable business.

**Strategy**

During the next 12 to 24 months our strategic focus will be to achieve several objectives. The foremost of these objectives are as follows:

- *Initiate and complete Phase I clinical study of Lovaxin C*;
- *Continue the pre-clinical development of our product candidates, as well as continue research to expand our technology platform; and*
- *Initiate strategic and development collaborations with biotechnology and pharmaceutical companies.*

There are many potential obstacles to the implementation of our proposed strategy. Among the potential obstacles we may encounter with respect to the Phase I clinical study of Lovaxin C are: difficulty in recruiting patients for the study; a material, adverse medical result in a patient during the study; and extended time for FDA approval of the IND (or foreign regulatory authority approval) required to proceed with the test.

Among the potential obstacles which we may encounter with respect to continuing preclinical development of our product candidates such as Lovaxin B or T are ambiguous animal data not sufficient to establish a proof of concept; insufficient or adverse preclinical data on future products; and unexpected higher costs or preclinical studies.

Among the potential obstacles which we may encounter in establishing strategic collaborations are: we may be perceived by desirable potential partners as too early stage; we may need to demonstrate more human safety or efficicacy data; or our technology may be perceived as a high risk for patents or to the environment.

*Initiate and Complete Phase I Clinical Study of Lovaxin C*. We have had several meetings with the FDA and the Recombinant Advisory Committee of the National Institutes of Health (the "NIH") and have designed a Phase I clinical study, which is primarily a study of the safety of Lovaxin C. We plan to commence this clinical study in the first quarter 2005 and complete this clinical study by the first quarter of 2006. We anticipate that the study will be conducted on 20 to 30 patients with advanced cervical cancer.

We have demonstrated that the therapeutic response works in concept. In preparation for the commencement of our Phase I study of Lovaxin C, we have done the following:

- optimized the Listeria strain to be used;
- identified and contracted with a manufacturing partner for material manufactured in accordance with "good manufacturing practices" or "GMP" as established by the FDA;
- identified a principal investigator for the trial;
- written a protocol; and
- commenced preparing an investigational new drug application, or IND, with an external consulting group.

Following the completion of the Phase I study and assuming that the results of this study are favorable, we intend to prepare Phase II clinical studies to demonstrate sufficient induction of immunity and therapeutic efficacy, as well as to optimize the dosage and dosing regimen for the final vaccine formulation. Thereafter, and assuming that the results of this study are favorable, we intend to conduct Phase III clinical studies to demonstrate safety, efficacy and the potency of the investigational vaccine. Such studies are expected to occur in the next five to ten years. Throughout this process, we will be meeting with the FDA prior to and at the conclusion of each phase to reach a consensus before initiating any studies, in order to minimize regulatory risks during this clinical development process.

At the conclusion of the Phase III studies, we intend to prepare and file a BLA with the FDA. Prior to submission of the BLA, we intend to seek Fast Track designation from the FDA, which shortens the internal FDA review process for the BLA to six months. As we accrue clinical data demonstrating the safety, efficacy and potency of the product in Phase I and II clinical studies we will also explore other regulatory approval options with the FDA that could expedite the licensure of the final vaccine.

*Continue Pre-Clinical Development of Our Products, as well as Continued Research to Expand Our Technology Platform.* We intend to continue to devote a substantial portion of our resources to the continued pre-clinical development of our product candidates as well as the continued research to expand our technology platform. Specifically, we intend to focus upon research relating to combining our Listeria System with new and additional tumor antigens which, if successful may lead to additional cancer vaccines and other therapeutic products. These activities will require significant financial resources, as well as areas of expertise beyond those readily available. In order to provide additional resources and capital, we may enter into research, collaborative, or commercial partnerships, joint ventures, or other arrangements with competitive or complementary companies, including major international pharmaceutical companies, or with universities, such as its relationship with Penn and UCLA. See “Business - Partnerships and Agreements - Penn”.

**Background**

**Cancer**

Despite tremendous advances in science, cancer remains a major health problem, and for many it continues to be the most feared of diseases. Although age-adjusted mortality rates for all cancer fell during the 1990’s, particularly for the major cancer sites (lung, colorectal, breast, and prostate), mortality rates are still increasing in certain sites such as liver and non-Hodgkin’s lymphoma. The American Cancer Society estimates that more than eight million Americans were treated for cancer in 1999. According to the HCUP, in 2000, treatment of the top five cancers resulted in $10.8 billion in hospital costs.

Cancer is the second largest cause of death in the United States, exceeded only by heart disease. Approximately 1,268,000 new cases of cancer were expected to be diagnosed in 2001, and 553,400 Americans were expected to die from the disease. Since 1990, nearly 15 million new cases have been diagnosed. The NIH estimates the overall cost for cancer in the year 2000 at $180.3 billion: $60 billion for direct medical costs, $15 billion for indirect morbidity costs (loss of productivity due to illness) and, $105.2 billion for indirect mortality costs (cost of lost productivity due to premature death). (Source: cancer facts & figures 2001, American Cancer Society).

**Immune System and Normal Antigen Processing**

Living creatures, including humans, are continually confronted with potentially infectious agents. The immune system has developed multiple mechanisms that allows the body to recognize these agents as foreign, and to target a variety of immunological responses, including innate, antibody, and cellular immunity, that mobilize the body’s natural defenses against these foreign agents that will eliminate them. In this regard, there are a host of cells involved in the recognition of and response to antigens, substances, typically proteins, that are recognized by the body’s immune system and generate an immune response. Antigens are frequently found on the outside of invading cells like bacteria, but can also be found on the body’s own cells when they are either infected by a virus or transformed into a cancer cell.

The combination of the antibody (also called humoral) system and the cell mediated system results in the immune response. Different disorders need a different mix of responses to eliminate the problem, e.g., a streptococcal infection is typically attacked primarily by the humoral system, and a cancer cell is typically attacked by the cell mediated system.

The first step in recognizing a foreign antigen is antigen processing. When cells involved in the recognition and response encounter an antigen that they do not recognize, they ingest the antigen. The antigen is then cut into small pieces and the pieces are combined with proteins called “MHCs” and pushed out to the cell surface. On the cell surface, the antigen is then able to interact with certain classes of cells created by the immune system that produce the specialized cells needed to help in the production of antibodies and the induction of cytotoxic lymphocytes, primarily with antibodies. This system is called the exogenous pathway, since it is the prototypical response to an exogenous antigen like a bacteria.

There exists another pathway, called the endogenous pathway. In this system, when one of the body’s cells begins to create unusual proteins, the protein is processed and expelled to the surface cell and is the cytoplasm into fragments. These are directed into the endoplasmic reticulum, where they bind major Historocompatibility Complex proteins, and then traffic to the cell surface. This signal then calls immune cells to come to the site of the infection and kill the cell. The endogenous pathway is used by the body to eliminate cells that are creating unusual proteins (e.g., cancer cells or cells infected with a virus).

In clinical cancer, the body does not recognize the cancer cells as foreign. Our technology forces the body to recognize tumor-associated or tumor-specific antigens as foreign, thus creating the immune response needed to attack the cancer. It does this by combining elements of the endogenous and exogenous pathways utilizing a number of biologic characteristics of the Listeria bacteria.

**Mechanism of Action**

Listeria is a bacteria well known to medical science because it can cause an infection in humans. When Listeria enters the body, it is seen as foreign by the antigen processing cells and ingested into cellular compartments called lysosomes, whose destructive enzymes kill most of the bacteria. A certain percentage of these bacteria, however, are able to break out of the lysosomes and enter into the cytoplasm of the cell, where they are relatively safe from the immune system. The bacteria multiply in the cell, and the Listeria is able to force the cell to move the bacteria to its cell surface so it can push into neighboring cells and spread. In this way, Listeria can cause various clinical conditions, including sepsis, meningitis and placental infections in pregnant women.

Listeria produces a substance known as listeriolysin (“LLO”), a protein that cuts a hole in the membrane of the lysosome and allows the bacteria to escape into the relatively safe cytoplasm. Once in the cytoplasm, however, LLO is also capable of cutting a hole in the cell membrane. This would destroy the cell, and spill the bacteria back out into the space between the cells, where it would be exposed to more immune cell attacks and destruction. To prevent this, LLO has a sequence of approximately 30 amino acids attached to it known as the PEST[1]sequence. This PEST sequence is used by normal cells to force the rapid turnover of proteins that need only have a short life in the cytoplasm. Listeria has evolved the ability to utilize this PEST sequence itself as a routing tag that tells the cells to grab the LLO in the cytoplasm and pull it into the endoplasmic reticulum, where it is processed just like a protein antigen in the endogenous pathway. The benefit for the Listeria is that the LLO is neutralized and the bacteria can continue to prosper inside the cell; the benefit provided by our technology is that we now have a path into the antigen processing system that causes an immune response of the tumor-specific antigen.

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1 PEST is a part of the LLO protein that is believed to faciliate rapid degradation of LLO in the cytoplasm. It appears to facilitate movement of the protein into the endoplasmic reticulum of the cell. In Advaxis’ application, the PEST sequence enhances the cell-mediated response to an attached antigen, preumely by preferential movement of the antigen sequence in to the intracellular protein processing system of antigen processing cells such as macrophages and dendritic cells.

**Research and Development Program**

**Overview**

We use genetically engineered Listeria monocytogenes as a therapeutic agent. We start with an attenuated Listeria, and then add to this bacteria a plasmid that encodes a protein sequence that includes a portion of the LLO molecule (including the PEST sequence) and the tumor antigen of interest. This protein is secreted by the Listeria inside the antigen processing cells, which then results in the immune response as discussed above.

We can use different tumor antigens (or other antigens) in this system. By varying the antigen, we create different therapeutic agents. Our lead agent, Lovaxin C, uses a human papillomavirus derived antigen that is present in cervical cancers. Lovaxin B uses her2/neu, an antigen found in many breast cancer and melanoma cells, to induce an immune response that should be useful in treating these conditions. The table below shows a list of potential products and their current status:

| Product | Indication | Stage |
|---|---|---|
| Lovaxin C | Cervical and head and neck cancers | Pre-clinical; Phase I study in cervical cancer anticipated to commence in early 2006 |
| Lovaxin B | Breast cancer and melanoma | Pre-clinical; Phase I study anticipated to commence in late 2006 |
| Lovaxin P | Prostate cancer | Pre-clinical; Phase I study anticipated to commence in late 2006 |
| Lovaxin W | Wilms tumor and leukemia | Pre-clinical; |
| Lovaxin T | Cancer through control of telomerase | Pre-clincial |
| Lovaxin H | Prophylactic vaccine for HIV (AIDS) | Pre-clincial |

* Possible delays of up to three months may occur based on the production schedule of Cobra Biomanufacturing PLC of material, vaccine stability testing and the issuance of required regulatory approval.

**Partnerships and Agreements**

**Penn**

We have entered into a 20-year exclusive worldwide license, with the right to grant sublicenses, with Penn with respect to the innovative work of Yvonne Paterson, Ph.D., Professor of Microbiology in the area of innate immunity, or the immune response attributable to immune cells, including dentritic cells, macrophages and natural killer cells, that respond to pathogens non-specifically. The license provides us with the exclusive rights to the patent portfolio developed at Penn in connection with Dr. Paterson and requires us to raise capital, pay various milestone and licensing payments and commercialize the technology. In exchange for the license, Penn received shares of our common stock currently representing approximately 10.68% of our common stock on a fully-diluted basis. In addition, Penn is entitled to receive a non-refundable license initial fee, license fees, royalty payments and milestone payments based on net sales and percentages of sublicense fees and certain commercial milestones, as follows: Under a licensing agreement, Penn is entitled to receive royalties in the following amounts: 1.5% on net sales in countries with pending or issued patents; and 1.0% on net sales in countries without pending or issued patents. Notwithstanding these royalty rates, we have agreed to pay $525,000 divided over a four-year period as a minimum royalty after the first commercial sale of a product under the license. We are also obligated to pay up to $660,000 (which amount is already reflected as an obligation on our balance sheet) to Penn upon receiving financing or on certain dates on or before December 15, 2007, whichever is earlier. After the 6th anniversary of the licensing agreement, we shall pay Penn annual license maintenance fees of $125,000 per year. In addition, we are obligated to reimburse Penn for all attorneys fees, expenses, official fees and other charges incurred in the preparation, prosecution and maintenance of the patents licensed from Penn.

Furthermore, upon the achievement of the first sale of a product in certain fields, Penn shall be entitled to certain milestone payments, as follows: $2,500,000 shall be due for first commercial sale of the first product in the cancer field (of which $1,000,000 shall be paid within forty-five (45) days of the date of the first commercial sale, $1,000,000 shall be paid on the first anniversary of the first commercial sale; and $500,000 shall be paid on the second anniversary of the date of the first commercial sale). In addition, $1,000,000 shall be due and payable within forty-five (45) days following the date of the first commercial sale of a product in any of the following fields (a) Infectious Disease, (b) Allergy, (c) Autoimmune Disease, and (d) any other therapeutic indications for which licensed products are developed. Therefore, the maximum total potential amount of milestone payments is $6,500,000.

As a result of the abovementioned payments, we may pay Penn significant amounts. If over the next 10 years we have net sales in the aggregate amount of $100 million from our cancer products, our total payments to Penn shall be $5,535,000. If over the next 10 years our net sales total an aggregate amount of $10 million from our cancer products, our total payments to Penn shall be $4,560,000.

However, Penn is not involved in management of our company or in exploitation of the patent portfolio. Based on the agreements with Penn, we will be responsible for filing new patents and maintaining the existing patents.

**Dr. Yvonne Paterson**

Dr. Paterson is a Professor in the Department of Microbiology at Penn and the inventor of our licensed technology. She has been an invited speaker at national and international health field conferences and leading academic institutions. She has served on many federal advisory boards, such as the NIH expert panel to review primate centers, the Office of AIDS Research Planning Fiscal Workshop, and the Allergy and Immunology NIH Study Section. She has been Section Editor of the Journal of Immunology since 1994. She has written over 115 publications in immunology (including a recently published book) with emphasis during the last several years on the areas of HIV, AIDS and cancer research. Her instruction and mentorship has trained over 30 post-doctoral and doctoral students in the fields of Biochemistry and Immunology, many of whom are research leaders in academia and industry.

Dr. Paterson is currently the principal investigator on grants from the federal government and charitable foundations totaling approximately $1.8 million dollars per year. Her research interests are broad, but her laboratory has been focused for the past ten years on developing novel approaches for prophylactic vaccines against infectious disease and immunotherapeutic approaches to cancer. The approach of the laboratory is based on a long-standing interest in the properties of proteins that render them immunogenic and how such immunogenicity may be modulated within the body.

*Consulting Agreement*. We entered into a renewed consulting agreement with Dr. Paterson in January 2005 which expires on January 31, 2006 with automatic renewals for up to six aditional periods of six months each pursuant to which we have had access to Dr. Paterson's consulting services for one full day per week. Dr. Paterson has advised us on an exclusive basis on various issues related to our technology, manufacturing issues, establishing our lab, knowledge transfer, and our long-term research and development program. Pursuant to the agreement, Dr. Paterson has received options to purchase 169,048 shares of our common stock subject to vesting. Dr. Paterson is to receive $3,000 per month throughout the term of the Agreement; provided, that upon the closing of an additonal $3 million in equity capital, Dr. Paterson shall receive $5,000 per month; provided, further, that upon the closing of an additonal $6 million in equity capital, Dr. Paterson shall receive $7,000 per month; and provided, further, that upon the closing of an additional of $9 million in equity capital, Dr. Pateron shall receive $9,000 per month. In addition, subject to the adoption of a new stock option plan by our stockholders, Dr. Paterson shall receive options to purchase 400,000 shares of common stock at an exercise price of $0.28 per share with 40,000 fully vested when granted and the remaining 360,000 options vesting equally over 48 months; provided that Dr. Paterson remains a consultant over the four year period. Since February 1, 2005 and March 31, 2005, Dr. Paterson is being paid $3,000 per month, and holds options to purchase a total of 169,048 shares of Common Stock. We intend to grant as options to purchase an additional 400,000 shares of common stock upon adoption of a new stock option plan by the Company.

*Sponsored Research Agreement*. We entered into a sponsored research agreement which terminates on June 30, 2005 with Penn and Dr. Paterson and have paid approximately $199,000 to sponsor her continued research in this area.

We entered into another sponsored research agreement with with Penn and Dr. Paterson under which we are obligated to pay $118,755 for sponsored research covering the development of a potential vaccine candidate based on our Listeria technology.

We intend to enter into additional sponsored research agreements with Penn in the future with respect to research and development on our produce candidates.

We believe that Dr. Paterson's continuing research will serve as a source of ongoing findings and data that both supports and strengthen the existing patents. Her work will expand the claims of the patent portfolio (potentially including adding claims for new tumor specific antigens, the utilization of new vectors to deliver antigens, and applying the technology to new disease conditions) and create the infrastructure for the future filing of new patents.

*Scientific Advisory Board*. Dr. Paterson is also the chairman of our Scientific Advisory Board and one of our stockholders.

**Dr. David Filer**

We have entered a consulting agreement with Dr. David Filer, a biotech consultant. The Agreement commenced on January 7, 2005 and has a six month term, which has been extended on a month to month basis. Dr. Filer shall provide to us for three days per month during the term of the agreement assistance on its development efforts, reviewing our scientific technical and business data and materials and introducing us to industry analysts, institutional investors collaborators and strategic partners. In consideration for the consulting services we will pay Dr. Filer $2,000 per month. In addition, subject to the adoption of a new stock option plan by our stockholders, Dr. Filer will receive 40,000 options to purchase shares of common stock, vesting monthly over 12 months provided that the agreement is not terminated.

**Freemind Group LLC (“Freemind”)**

We have entered into an agreement with Freemind to develop and manage our grant writing strategy and application program. Advaxis will pay Freemind according to a fee structure based on achievement of grants awarded to us at the rate of 6-7% of the grant amount. Advaxis will also pay Freemind fixed consulting fees based on the type of grants submitted, ranging from $5,000-7,000 depending on the type of application submitted. Freemind, has extensive experience in accessing public financing opportunites, the national SBIR and related NIH/NCI programs. Freemind has assisted us to file a $1.96 million grant application with NIH on December 1, 2005, covering the use of Lovaxin C for cervical dysplasia.

**UCLA**

We have entereed into a nonexclusve license and bailment agreement with the Regents of the University of California (“UCLA”) to commercially develop products using the XFL7 strain of Listeria monoctyogenes in humans and animals. The agreement is effective for a period of 15 years and renewable by mutual consent of the parties. Advaxis is to pay UCLA an initial licensee fee and annual maintainence fees for use of the Listeria. We may not sell products using the XFL7 strain Listeria other than agreed upon products or sublicense the rights granted under the license agreement without the prior written consent of UCLA.

**Cobra Biomanufacturing PLC**

In July 2003, we entered into an agreement with Cobra Biomanufacturing PLC for the purpose of manufacturing our vaccines. Cobra has extensive experience in manufacturing gene therapy products for investigational studies. Cobra is a full service manufacturing organization that manufactures and supplies DNA-based therapeutics for the pharmaceutical and biotech industry. These services include the GMP manufacturing of DNA, recombinant protein, viruses, mammalian cells products and cell banking. Cobra’s manufacturing plan for us calls for several manufacturing stages, including process development, manufacturing of non-GMP material for toxicology studies and manufacturing of GMP material for the Phase I trial. The agreement is to expire upon the delivery and completion of stability testing of the GMP material for the Phase I trial, now estimated to occur by December 31, 2005. We are currently in negotiations with Cobra to enter into agreement to manufacture our vaccines for future programs. Cobra has agreed to convert $300,000 of its existing fees for manufacturing into future royalties from the sales of Lovaxin C at the rate of 1.5% of net sales, with payments not to exceed $1,950,000.

In November 2005, we entered into a Strategic Collaboration and Long-Term Vaccine Supply Agreement for Listeria Cancer Vaccines, under which Cobra will manufacture experimental and commercial supplies of our *Listeria* cancer vaccines, beginning with Lovaxin C, our therapeutic vaccine for the treatment of cervical and head and neck cancers that will be entering a phase I/II study in cervical cancer patients later this year. The new agreement supersedes a prior agreement and provides for mutual exclusivity, priority of supply, collaboration on regulatory issues, research and development of manufacturing processes that have already resulted in new intellectual property owned by Advaxis, and the long-term supply of live *Listeria* based vaccines on a discounted basis.

**Pharm-Olam International Ltd.**

In April 2005, we entered into a consulting agreement with POI, based on which POI shall execute and manage our Phase 1 clinical trial in Lovaxin C. In consideration for providing the consulting services, POI will receive $430,000 (50% of which is contingent on the closing of our next financing) plus certain expenses of $181,060.

**LVEP Management, LLC**

We entered into a consulting agreement with LVEP Management, LLC ("LVEP") which is owned by Scott Flamm, one of our directors and a principal shareholder. LVEP employs Mr. Flamm and Mr. Roni Appel, our President, Chief Executive Officer and Chief Financial Officer, and a director and a principal shareholder of the Company. Pursuant to the consulting agreement, dated as of January 19, 2005, and amended on April 15, 2005, and further amended on October 31, 2005, LVEP is to provide various financial and strategic consulting services to us.

Under the October 31, 2005 amendment the initial term of the consulting agreement was extended until December 31, 2007 and thereafter the term of the agreement shall be automatically extended for one year periods unless we notify LVEP at least 60 days prior to the end of term of our intent not to extend. In addition, the Consulting Agreement may be terminated by us for any reason upon 60 days prior notice or by Consultant upon 45 days prior notice, Upon such notice all compensation and bonuses payable under the Consulting Agreement shall continue until the later to occur of the end of the term or twelve (12) months from such termination. In consideration for providing the consulting services under the Consulting Agreement as amended LVEP shall receive compensation of $250,000 per year payable at the rate of $20,833.33 per month for the term of the agreement plus reimbursement of approved expenses in connection with providing the consulting services. LVEP intends to pay all such compensation to Mr. Appel. The Consultant will receive a bonus payment at the end of 2005 not to exceed $75,000. In subsequent years the bonus shall equal 40% of the base consulting compensation. At the election of the Company or of Consultant up to 100% of the bonus may be paid in common stock of the Company .Additionally, LVEP shall receive additional options to purchase common stock of the Company bringing options held LVEP (including the existing 3%) to 5% of the outstanding shares and options of the Company as of December 31, 2005. The incremental options vest monthly over four years commencing in April 2005. LVEP has assigned such options to Mr. Appel.

**The Investor Relations Group, Inc ("IRG")**

We entered into an agreement with IRG whereby IRG will serve as an investor relations and public relations consultant. The term of this agreement is on a month to month basis. In consideration for performing its services, SGI is to be paid $10,000 per month, and 200,000 common shares over a period of 18 months commencing October 1, 2005, provided the agreement has not terminated.

**Patents and Licenses**

Dr. Paterson and Penn have invested significant resources and time in developing a broad base of intellectual property around the cancer vaccine platform technology to which we have a 20-year exclusive worldwide license and a right to grant sublicenses to pursuant to our license agreement with Penn. Penn currently has eight issued and 12 pending patents in the United States and other countries including Japan, Canada, Israel, Australia, and the European Union, through the Patent Cooperation Treaty (PCT) system pursuant to which we have an exclusive license to exploit the patents. We believe that these patents will allow us to take a strong lead in the field of Listeria-based therapy.

The Penn patent portfolio is currently comprised of the following:

**United States**

**Patents**

U.S. Patent No. 6,051,237, issued April 18, 2000. Patent Application No. 08/336,372, filed November 8, 1994 for "Specific Immunotherapy of Cancer Using a Live Recombinant Bacterial Vaccine Vector." Filed November 8, 1994. Expires April 18, 2017.

U.S. Patent No. 6,565,852, issued May 20, 2003, Paterson, et al., CIP Patent Application No. 09/535,212, filed March 27, 2000 for "Specific Immunotherapy of Cancer Using a Live Recombinant Bacterial Vaccine Vector." Filed March 27, 2000. Expires May 20, 2020.

U.S. Patent No. 6,099,848, issued August 8, 2000. Frankel et al., Patent Application No. 08/972,902 "Immunogenic Compositions Comprising DAL/DAT Double-Mutant, Auxotrophic, Attentuated Strains of Listeria and Their Methods of Use." Filed November 18, 1997. Expires November 18, 2017.

U.S. Patent No. 6,504,020, issued January 7, 2003 of Divisional Application No. 09/520,207 “Isolated Nucleic Acids Comprising Listeria DAL And DAT Genes”. Filed March 7, 2000., Frankel et al. Expires March 7, 2020.

U.S. Patent No. 6,635,749, issued October 21, 2003; Divisional U.S. Patent Application No. 10/136,253 for “Isolated Nucleic Acids Comprising Listeria DAL and DAT Genes.” Filed May 1, 2002, Frankel, et al. Filed May 1, 2022. Expires Novemer 18, 2017.

U.S. Patent No. 5,830,702, issued November 3, 1998. Patent Application No. 08/366,477, filed December 30, 1994 for “Live, Recombinant Listeria SSP Vaccines and Productions of Cytotoxic T Cell Response” Portnoy, et al. Filed December 30, 1997. Expires November 3, 2015.

US Patent No. 6,767,542 issued July 27, 2004, Paterson, et al. Patent Application No. 09/735,450 for “Compositions and Methods for Enhancing Immunogenicity of Antigens.” Filed December 13, 2000. Expires March 29, 2020.

**Patent Applications**

U.S. Patent Application No. 10/441,851, “Methods And Compositions For Immunotherapy of Cancer,” Filed May 20, 2003, Paterson et al.

U.S. Patent Application No. 10/239,703 for “Compositions and Methods for Enhancing Immunogenicity of Antigens.” Filed September 24, 2002, Paterson, et al.

Patent Application No. 09/537,642 for “Fusion of Non-Hemolytic, Truncated Form of Listeriolysis o to Antigens to Enhance Immunogenicity.” Filed March 29, 2000. Paterson, et al.

U.S. Patent Application No. 10/660,194, “Immunogenic Compositions Comprising DAL/DAT Double Mutant, Auxotrophic Attenuated Strains Of Listeria And Their Methods Of Use,” Filed September 11, 2003, Frankel et al.

**International**

**Patents**

Australian Patent No. 730296, Patent Application No. 14108/99 for “Bacterial Vaccines Comprising Auxotrophic, Attenuated Strains of Listeria Expressing Heterologous Antigens.” Filed May 18, 2000. Frankel, et al. Expires November 13, 2018.

**Patent Applications**

Canadian Patent Application No. 2,204,666, for “Specific Immunotherapy of Cancer Using a Live Recombinant Bacterial Vaccine Vector”. Filed November 3, 1995, Paterson et al.

Canadian Patent Application No. 2,309,790 for “Bacterial Vaccines Comprising Auxotrophic, Attenuated Strains of Listeria Expressing Heterologous Antigens.” Filed May 18, 2000, Frankel, et al.

Canadian Patent Application No. 2,404,164 for “Compositions and Methods for Enhancing Immunogenicity of Antigens.” Filed March 26, 2001. Paterson, et al.

European Patent Application No. 95939926.2, for “Specific Immunotherapy of Cancer Using a Live Recombinant Bacterial Vaccine Vector”. Filed November 3, 1995, Paterson, et al.

European Patent Application No. 01928324.1 for “Compositions and Methods for Enhancing Immunogenicity of Antigens.” Filed March 26, 2001. Paterson, et al.

European Patent Application No. 98957980.0 for “Bacterial Vaccines Comprising Auxotrophic, Attenuated Strains of Listeria Expressing Heterologous Antigens.” Filed May 18, 2000, Frankel, et al.

Israel Patent Application No. 151942 for “Compositions and Methods for Enhancing Immunogenicity of Antigens.” Filed March 26, 2001, Paterson, et al.

Japanese Patent Application No. 515534/96, filed November 3, 1995 for “Specific Immunotherapy of Cancer Using a Live Recombinant Bacterial Vaccine Vector”, Paterson, et al.

Japanese Patent Application No. 2001-570290 for “Compositions and Methods for Enhancing Immunogenicity of Antigens.” Filed March 26, 2001, Paterson, et al.

In 2001, an issue arose regarding the inventorship of U.S. Patent 6,565,852 and U.S. Patent Application No. 09/537,642. These patent rights are included in the patent rights licensed by Advaxis from Penn. It is contemplated by GSK, Penn and us that the issue will be resolved through: (1) a correction of inventorship to add certain GSK inventors, (2) where necessary and appropriate, an assignment of GSK’s possible rights under these patent rights to Penn, and (3) a sublicense from us to GSK of certain subject matter, which is not central to our business plan. To date, this arrangement has not been finalized and we cannot assure that this issue will ultimately be resolved in the manner described above.

Pursuant to our license with Penn, we have a four year option commencing June 12, 2005 to license from Penn any new future invention conceived by either Dr. Yvonne Paterson or by Dr. Fred Frankel in the vaccine area. We intend to expand our intellectual property base by exercising this option and gaining access to such future inventions. Further, our consulting agreement with Dr. Paterson provides, among other things, that, to the extent that Dr. Paterson’s consulting work results in new inventions, such inventions will be assigned to Penn, and we will have access to those inventions under license agreements to be negotiated.

Our approach to the our intellectual property portfolio is to aggressively create significant offensive and defensive patent protection for every product and technology platform that we develop. We work closely with our patent counsel to maintain a coherent and aggressive strategic approach to building our patent portfolio with an emphasis in the field of cancer vaccines.

We have become aware of a public company, Cerus Corporation, which has issued a press release claiming to have a proprietary Listeria-based approach to a cancer vaccine. We believe that through our exclusive license with Penn of U.S. Patent Nos. 5,830,702, 6,051,237 and 6,565,852, we have the earliest known and dominant patent position for the use of recombinant Listeria monocytogenes expressing proteins or tumor antigens as a vaccine for the treatment of infectious diseases and tumors. Based on searches of publicly available databases, we do not believe that Cerus or The University of California Berkeley (which is where Cerus’ consulting scientist works) or any other third party owns any published Listeria patents or has any issued patent claims that might materially negatively affect our freedom to operate our business in the field of Listeria monocytogenes.

We had received written notice from the European Patent Office that Cerus has filed an opposition against European Patent Application Number 0790835 (EP 835 Patent) which was granted by the European Patent Office and which is assigned to The Trustees of the University of Pennsylvania and exclusively licensed to us. We are defending against Cerus’ allegations in the Opposition that the EP 835 Patent, which claims a vaccine for inducing a tumor specific antigen with a recombinant live Listeria, is deficient because of (i) insufficient disclosure in the specifications of the granted claims, (ii) the inclusion of additional subject matter in the granted claims, and (iii) a lack of inventive steps of the granted claims of the EP 835 Patent. We believe that Cerus’allegations in the opposition have no basis and it plans to vigorously defend the claims.

The opposition is in the early stages and, as yet, we are unable to evaluate the merits, if any, to the opposition proceeding. If the European Patent Office rules that the allegations are correct in whole or in part, and such ruling is upheld on appeal, our patent position in Europe may be eroded to the degree that the claims of the patent are narrowed or not allowed. The likely result of this decision will be increased competition for us in the European market for recombinant live Listeria based vaccines. Regardless of the outcome of the opposition proceeding, we believe that our freedom to operate in Europe, or any other territory, for its recombinant live Listeria based vaccine products will not be diminished.

For more information about Cerus Corporation and its claims with respect to listeria-based technology, you should visit their web site at www.cerus.com or to view its publicly filed documents, www.sec.gov.

**Trademarks**

We have two trademark applications pending in the United States relating to the trademark of "Advaxis" and ten trademark applications pending relating to the trademark of "Lovaxin" in the United States and internationally. We work closely with our trademark counsel to build a brandname for ourself and potential products. Aventis, Inc. has filed trademark opposition proceedings in the United States Patent and Trademark Office against our trademark applications Serial Nos. 78/252527 and 78/252586 related to the trademark of "Advaxis". The opposition proceedings are in the early stages and it is impossible to assess the merits at this point. As a result of the opposition we may lose or may need to abandon the trademark "Advaxis".

**Governmental Regulation**

**The Drug Development Process**

The FDA requires that pharmaceutical and certain other therapeutic products undergo significant clinical experimentation and clinical testing prior to their marketing or introduction to the general public. Clinical testing, known as *clinical trials* or *clinical studies*, is either conducted internally by pharmaceutical or biotechnology companies or is conducted on behalf of these companies by contract research organizations.

The process of conducting clinical studies is highly regulated by the FDA, as well as by other governmental and professional bodies. Below, we describe the principal framework in which clinical studies are conducted, as well as describe a number of the parties involved in these studies.

*Protocols*. Before commencing human clinical studies, the sponsor of a new drug must submit an investigational new drug application, or IND, to the FDA. The application contains what is known in the industry as a *protocol*. A protocol is the blueprint for each drug study. The protocol sets forth, among other things, the following:

- who must be recruited as qualified participants;
- how often to administer the drug;
- what tests to perform on the participants; and
- what dosage of the drug to give to the participants.

*Institutional Review Board*. An institutional review board is an independent committee of professionals and lay persons which reviews clinical research studies involving human beings and is required to adhere to guidelines issued by the FDA. The institutional review board does not report to the FDA, but its records are audited by the FDA. Its members are not appointed by the FDA. All clinical studies must be approved by an institutional review board. The institutional review board's role is to protect the rights of the participants in the clinical studies. It approves the protocols to be used, the advertisements which the company or contract research organization conducting the study proposes to use to recruit participants, and the form of consent which the participants will be required to sign prior to their participation in the clinical studies.

*Clinical Trials*. Human clinical studies or testing of a potential product are generally done in three stages known as Phase I through Phase III testing. The names of the phases are derived from the regulations of the FDA. Generally, there are multiple studies conducted in each phase.

*Phase I*. Phase I studies involve testing a drug or product on a limited number of healthy participants, typically 24 to 100 people at a time. Phase I studies determine a drug's basic safety and how the drug is absorbed by, and eliminated from, the body. This phase lasts an average of six months to a year.

*Phase II*. Phase II trials involve testing up to 200 participants at a time who may suffer from the targeted disease or condition. Phase II testing typically lasts an average of one to two years. In Phase II, the drug is tested to determine its safety and effectiveness for treating a specific illness or condition. Phase II testing also involves determining acceptable dosage levels of the drug. If Phase II studies show that a new drug has an acceptable range of safety risks and probable effectiveness, a company will continue to review the substance in Phase III studies.

*Phase III*. Phase III studies involve testing large numbers of participants, typically several hundred to several thousand persons. The purpose is to verify effectiveness and long-term safety on a large scale. These studies generally last two to three years. Phase III studies are conducted at multiple locations or sites. Like the other phases, Phase III requires the site to keep detailed records of data collected and procedures performed.

*New Drug Approval*. The results of the clinical trials are submitted to the FDA as part of a new drug application ("NDA"). Following the completion of Phase III studies, assuming the sponsor of a potential product in the United States believes it has sufficient information to support the safety and effectiveness of its product, it submits an NDA to the FDA requesting that the product be approved for marketing. The application is a comprehensive, multi-volume filing that includes the results of all clinical studies, information about the drug's composition, and the sponsor's plans for producing, packaging and labeling the product. The FDA's review of an application can take a few months to many years, with the average review lasting 18 months. Once approved, drugs and other products may be marketed in the United States, subject to any conditions imposed by the FDA.

*Phase IV*. The FDA may require that the sponsor conduct additional clinical trials following new drug approval. The purpose of these trials, known as Phase IV studies, is to monitor long-term risks and benefits, study different dosage levels or evaluate safety and effectiveness. In recent years, the FDA has increased its reliance on these trials. Phase IV studies usually involve thousands of participants. Phase IV studies also may be initiated by the company sponsoring the new drug to gain broader market value for an approved drug. For example, large-scale trials may also be used to prove effectiveness and safety of new forms of drug delivery for approved drugs. Examples may be using an inhalation spray versus taking tablets or a sustained-release form of medication versus capsules taken multiple times per day.

The drug approval process is time-consuming, involves substantial expenditures of resources, and depends upon a number of factors, including the severity of the illness in question, the availability of alternative treatments, and the risks and benefits demonstrated in the clinical trials.

On November 21, 1997, former President Clinton signed into law the Food and Drug Administration Modernization Act. That act codified the FDA's policy of granting "Fast Track" approval for cancer therapies and other therapies intended to treat serious or life threatening diseases and that demonstrate the potential to address unmet medical needs. The Fast Track program emphasizes close, early communications between FDA and the sponsor to improve the efficiency of preclinical and clinical development, and to reach agreement on the design of the major clinical efficacy studies that will be needed to support approval. Under the Fast Track program, a sponsor also has the option to submit and receive review of parts of the NDA or BLA on a rolling schedule approved by FDA, which expedites the review process.

The FDA's Guidelines for Industry Fast Track Development Programs require that a clinical development program must continue to meet the criteria for Fast Track designation for an application to be reviewed under the Fast Track Program. Previously, the FDA approved cancer therapies primarily based on patient survival rates or data on improved quality of life. While the FDA could consider evidence of partial tumor shrinkage, which is often part of the data relied on for approval, such information alone was usually insufficient to warrant approval of a cancer therapy, except in limited situations. Under the FDA's new policy, which became effective on February 19, 1998, Fast Track designation ordinarily allows a product to be considered for accelerated approval through the use of surrogate endpoints to demonstrate effectiveness. As a result of these provisions, the FDA has broadened authority to consider evidence of partial tumor shrinkage or other surrogate endpoints of clinical benefit for approval. This new policy is intended to facilitate the study of cancer therapies and shorten the total time for marketing approvals. Under accelerated approval, the manufacturer must continue with the clinical testing of the product after marketing approval to validate that the surrogate endpoint did predict meaningful clinical benefit. To the extent applicable we intend to take advantage of the Fast Track programs to obtain accelarated approval on our future products; however, it is too early to tell what effect, if any, these provisions may have on the approval of our product candidates.

The Orphan Drug Act provides incentives to develop and market drugs ("Orphan Drugs") for rare disease conditions in the United States. A drug that receives Orphan Drug designation and is the first product to receive FDA marketing approval for its product claim is entitled to a seven-year exclusive marketing period in the United States for that product claim. A drug which is considered by the FDA to be different than such FDA-approved Orphan Drug is not barred from sale in the United States during such exclusive marketing period even if it receives approval for the same claim. We can provide no assurance that the Orphan Drug Act's provisions will be the same at the time of the approval, if any, of our products.

**Other Regulations**

Various Federal and state laws, regulations, and recommendations relating to safe working conditions, laboratory practices, the experimental use of animals, and the purchase, storage, movements, import, export, use, and disposal of hazardous or potentially hazardous substances, including radioactive compounds and infectious disease agents, are used in connection with our research or applicable to our activities. They include, among others, the United States Atomic Energy Act, the Clean Air Act, the Clean Water Act, the Occupational Safety and Health Act, the National Environmental Policy Act, the Toxic Substances Control Act, and Resources Conservation and Recovery Act, national restrictions on technology transfer, import, export, and customs regulations, and other present and possible future local, state, or federal regulation. The extent of governmental regulation which might result from future legislation or administrative action cannot be accurately predicted.

**Manufacturing**

The FDA requires that any drug or formulation to be tested in humans be manufactured in accordance with its GMP regulations. This has been extended to include any drug which will be tested for safety in animals in support of human testing. The GMPs set certain minimum requirements for procedures, record-keeping, and the physical characteristics of the laboratories used in the production of these drugs.

We have entered into an agreement with Cobra Biomanufacturing PLC for the purpose of manufacturing our vaccines. Cobra has extensive experience in manufacturing gene therapy products for investigational studies. Cobra is a full service manufacturing organization that manufactures and supplies DNA-based therapeutics for the pharmaceutical and biotech industry. These services include the GMP manufacturing of DNA, recombinant protein, viruses, mammalian cells products and cell banking. Cobra's manufacturing plan for us calls for several manufacturing stages, including process development, manufacturing of non-GMP material for toxicology studies and manufacturing of GMP material for the Phase I trial.

**Competition**

The biotechnology and biopharmaceutical industries are characterized by rapid technological developments and a high degree of competition. As a result, our actual or proposed products could become obsolete before we recoup any portion of our related research and development and commercialization expenses. The biotechnology and biopharmaceutical industries are highly competitive, and this competition comes from both from biotechnology firms and from major pharmaceutical and chemical companies, including Antigenics, Inc., Avi BioPharma, Inc., Bachria, Biomira, Inc., Corixa Corporation, Dendreon Corporation, Epimmune, Inc., Genzyme Corp., Progenics Pharmaceuticals, Inc., Vical Incorporated, CancerVax Corporation, Genitope Corporation and Xcyte Therapies, Inc., each of which is pursuing cancer vaccines. Many of these companies have substantially greater financial, marketing, and human resources than we do (including, in some cases, substantially greater experience in clinical testing, manufacturing, and marketing of pharmaceutical products). We also experience competition in the development of our products from universities and other research institutions and compete with others in acquiring technology from such universities and institutions. In addition, certain of our products may be subject to competition from products developed using other technologies, some of which have completed numerous clinical trials.

We expect that our products under development and in clinical trials will address major markets within the cancer sector. Our competition will be determined in part by the potential indications for which drugs are developed and ultimately approved by regulatory authorities. Additionally, the timing of market introduction of some of our potential products or of competitors' products may be an important competitive factor. Accordingly, the relative speed with which we can develop products, complete pre-clinical testing, clinical trials and approval processes and supply commercial quantities to market are expected to be important competitive factors. We expect that competition among products approved for sale will be based on various factors, including product efficacy, safety, reliability, availability, price and patent position. See "Business - Research and Development Programs" and "Business - Competition".

We have become aware of a public company, Cerus Corporation, which has issued a press release claiming to have a proprietary Listeria-based approach to a cancer vaccine. We believe that through our exclusive license with Penn of U.S. Patent Nos. 5,830,702, 6,051,237 and 6,565,852, we have the earliest known and dominant patent position for the use of recombinant Listeria monocytogenes expressing proteins or tumor antigens as a vaccine for the treatment of infectious diseases and tumors. Based on searches of publicly available databases, we do not believe that Cerus or The University of California Berkeley (which is where Cerus' consulting scientist works) or any other third party owns any published Listeria patents or has any issued patent claims that might materially negatively affect our freedom to operate our business in the field of Listeria monocytogenes.

We had received written notice from the European Patent Office that Cerus has filed an opposition against European Patent Application Number 0790835 (EP 835 Patent) which was granted by the European Patent Office and which is assigned to The Trustees of the University of Pennsylvania and exclusively licensed to us. We are defending against Cerus' allegations in the Opposition that the EP 835 Patent, which claims a vaccine for inducing a tumor specific antigen with a recombinant live Listeria, is deficient because of (i) insufficient disclosure in the specifications of the granted claims, (ii) the inclusion of additional subject matter in the granted claims, and (iii) a lack of inventive steps of the granted claims of the EP 835 Patent. We believe that Cerus'allegations in the opposition have no basis and it plans to vigorously defend the claims.

The opposition is in the early stages and, as yet, we are unable to evaluate the merits, if any, to the opposition proceeding. If the European Patent Office rules that the allegations are correct in whole or in part, and such ruling is upheld on appeal, our patent position in Europe may be eroded to the degree that the claims of the patent are narrowed or not allowed. The likely result of this decision will be increased competition for us in the European market for recombinant live Listeria based vaccines. Regardless of the outcome of the opposition proceeding, we believe that our freedom to operate in Europe, or any other territory, for its recombinant live Listeria based vaccine products will not be diminished.

For more information about Cerus Corporation and its claims with respect to listeria-based technology, you should visit their web site at www.cerus.com or to view its publicly filed documents, www.sec.gov.

**Scientific Advisory Board**

We maintain a scientific advisory board consisting of internationally recognized scientists who advise us on scientific and technical aspects of our business. The scientific advisory board meets periodically to review specific projects and to assess the value of new technologies and developments to us. In addition, individual members of the scientific advisory board meet with us periodically to provide advice in particular areas of expertise. The scientific advisory board consists of the following members, information with respect to whom is set forth below: Yvonne Paterson, Ph.D.; Carl June, M.D.; Pramod Srivastava, Ph.D; and Bennett Lorber, M.D.

*Dr. Yvonne Paterson.* For a description of our relationship with Dr. Paterson, please see “Business - Partnerships and Agreements”.

*Carl June, M.D.* Dr. June is currently Director of Translational Research at the Abramson Cancer Center at Penn, and is an Investigator of the Abramson Family Cancer Research Institute. He is a graduate of the Naval Academy in Annapolis, and Baylor College of Medicine in Houston. He had graduate training in immunology and malaria with Dr. Paul-Henri Lambert at the World Health Organization, Geneva, Switzerland from 1978 to 1979, and post-doctoral training in transplantation biology with Dr. E. Donnell Thomas at the Fred Hutchinson Cancer Research Center in Seattle from 1983 to 1986. He is board certified in Internal Medicine and Medical Oncology. Dr. June founded the Immune Cell Biology Program and was head of the Department of Immunology at the Naval Medical Research Institute from 1990 to 1995. Dr. June rose to Professor in the Departments of Medicine and Cell and Molecular Biology at the Uniformed Services University for the Health Sciences in Bethesda, Maryland before assuming his current positions as of February 1, 1999. Dr. June maintains a research laboratory that studies various mechanisms of lymphocyte activation that relate to immune tolerance and adoptive immunotherapy.

*Pramod Srivastava, Ph.D.* Dr. Srivastava is Professor of Immunology at the University of Connecticut School of Medicine, where he is also Director of the Center for Immunotherapy of Cancer and Infectious Diseases. He holds the Physicians Health Services Chair in Cancer Immunology at the University. Professor Srivastava is the Scientific Founder of Antigenics, Inc. He serves on the Scientific Advisory Council of the Cancer Research Institute, New York, and was a member of the Experimental Immunology Study Section of the National Institutes of Health of the U.S. Government (1994 to 1999). He serves presently on the Board of Directors of two privately held companies: Ikonisys (New Haven, Connecticut) and CambriaTech (Lugano, Switzerland). In 1997, he was inducted into the Roll of Honor of the International Union Against Cancer and was listed in Who’s Who in Science and Engineering. He is among the 20 founding members of the Academy of Cancer Immunology, New York. Dr. Srivastava obtained his bachelor’s degree in biology and chemistry and a master’s degree in botany (paleontology) from the University of Allahabad, India. He then studied yeast genetics at Osaka University, Japan. He completed his Ph.D. in biochemistry at the Center for Cellular and Molecular Biology, Hyderabad, India, where he began his work on tumor immunity, including identification of the first proteins that can mediate tumor rejection. He trained at Yale University and Sloan-Kettering Institute for Cancer Research. Dr. Srivastava has held faculty positions at the Mount Sinai School of Medicine and Fordham University in New York City.

*Bennett Lorber, M.D.* Dr. Lorver attended Swarthmore College where he studied zoology and art history. He graduated from the University of Pennsylvania School of Medicine and did his residency in internal medicine and fellowship in infectious diseases at Temple University, following which he joined the Temple faculty. At Temple he rose through the ranks to become Professor of Medicine and, in 1988, was named the first recipient of the Thomas Durant Chair in Medicine. He is also a Professor of Microbiology and Immunology and serves as the Chief of the Section of Infectious Diseases. He is a Fellow of the American College of Physicians, a Fellow of the Infectious Diseases Society of America, and a Fellow of the College of Physicians of Philadelphia where he serves as College Secretary and as a member of the Board of Trustees. Dr. Lorber's major interest in infectious diseases is in human listeriosis, an area in which he is regarded as an international authority. He has also been interested in the impact of societal changes on infectious disease patterns as well the relationship between infectious agents and chronic illness, and he has authored papers exploring these associations. He has been repeatedly honored for his teaching; among his honors are 10 golden apples, the Temple University Great Teacher Award, the Clinical Practice Award from the Pennsylvania College of Internal Medicine, and the Bristol Award from the Infectious Diseases Society of America. On two occasions the graduating medical school class dedicated their yearbook to Dr. Lorber. In 1996 he was the recipient of an honorary Doctor of Science degree from Swarthmore College. Dr. Lorber is also a professional painter and an accomplished guitarist.

*David B. Weiner, Ph.D.* Dr. David Weiner received his B.S in Biology from the State University of New York and performed undergraduate research in the Department of Microbiology, Chaired by Dr. Arnie Levine, at Stony Brook University. He completed his MS. and Ph.D. in Developmental Biology/Immunology from the Children's Hospital Research Foundation at the University of Cincinnati in 1986. He completed his Post Doctoral Fellowship in the Department of Pathology at the University of Pennsylvania in 1989, under the direction of Dr. Mark Greene. At that time he joined the Faculty at the Wistar Institute in Philadelphia. He was recruited back to the University of Pennsylvania in 1994. He is currently an Associate Professor with Tenure in the Department of Pathology, and he is the Associate Chair of the Gene Therapy and Vaccines Graduate Program at the University of Pennsylvania. Of relevance during his career he has worked extensively in the areas of molecular immunology, the development of vaccines and vaccine technology for infectious diseases and in the area of molecular oncology and immune therapy. His laboratory is considered one of the founders of the field of DNA vaccines as his group not only was the first to report on the use of this technology for vaccines against HIV, but was also the first group to advance DNA vaccine technology to clinical evaluation. In addition he has worked on the identification of novel approaches to inhibit HIV infection by targeting the accessory gene functions of the virus. Dr. Weiner has authored over 260 articles in peer reviewed journals and is the author of 28+ awarded US patents as well as their international counterparts. He has served and still serves on many national and international review boards and panels including NIH Study section, WHO advisory panels, the NIBSC, Department of Veterans Affairs Scientific Review Panel, as well as the FDA Advisory panel - CEBR, and AACTG among others. He also serves or has served in an advisory capacity to several Biotechnology and Pharmaceutical Companies. Dr. Weiner has, through training of young people in his laboratory, advanced over 35 undergraduate scientists to Medical School or Doctoral Programs and has trained 28 Post Doctoral Fellows and 7 Doctoral Candidates as well as served on 14 Doctoral Student Committees

**Employees**

As of January 1, 2006, we have three employees, all of whom are on a full-time basis.

Mr. Roni Appel currently functions as our interim Chief Executive Officer and as our Chief Financial Officer.

Additional senior employees have been identified and are anticipated to join Advaxis in the near future.

We anticipate increasing the number of employees in the research and development department significantly during the next two years, as well as increasing the number of employees in the general and administrative and business development department.

**Facilities**

Our executive offices are currently located at the corporate center at 212 Carnegie Center, Suite 206, Princeton, New Jersey 08540. We have entered into a lease effective June 1, 2005, which will continue on a monthly basis, at the New Jersey Economic Development Center, a biotech industrial park, located at 675 Route 1, Suite 117, North Brunswick, NJ 08902 for research and development offices. We believe that our facility will be sufficient for our purposes for the foreseeable future. Our monthly payment on this facility is approximately $2,500 per month. In the event that our facility should, for any reason, become unavailable, we believe that alternative facilities are available at competitive rates.

**Litigation**

There are no material legal proceedings threatened against us. In the ordinary course of our business we may become subject to litigation regarding our products or our compliance with applicable laws, rules, and regulations.

Aventis, Inc. has filed trademark opposition proceedings in the United States Patent and Trademark Office against our trademark applications Serial Nos. 78/252527 and 78/252586 related to the trademark of “Advaxis”. The opposition proceedings are in the early stages and it is impossible to assess the merits at this point. As a result of the opposition we may lose or may need to abandon the trademark “Advaxis”.

We had received written notice from the European Patent Office that Cerus has filed an opposition against European Patent Application Number 0790835 (EP 835 Patent) which was granted by the European Patent Office and which is assigned to The Trustees of the University of Pennsylvania and exclusively licensed to us. We are defending against Cerus’ allegations in the Opposition that the EP 835 Patent, which claims a vaccine for inducing a tumor specific antigen with a recombinant live Listeria, is deficient because of (i) insufficient disclosure in the specifications of the granted claims, (ii) the inclusion of additional subject matter in the granted claims, and (iii) a lack of inventive steps of the granted claims of the EP 835 Patent. We believe that Cerus’allegations in the opposition have no basis and it plans to vigorously defend the claims.

The opposition is in the early stages and, as yet, we are unable to evaluate the merits, if any, to the opposition proceeding. If the European Patent Office rules that the allegations are correct in whole or in part, and such ruling is upheld on appeal, our patent position in Europe may be eroded to the degree that the claims of the patent are narrowed or not allowed. The likely result of this decision will be increased competition for us in the European market for recombinant live Listeria based vaccines. Regardless of the outcome of the opposition proceeding, we believe that our freedom to operate in Europe, or any other territory, for its recombinant live Listeria based vaccine products will not be diminished.

## MANAGEMENT

### Executive Officers, Directors, and Key Employees

The following are our executive officers and directors and their respective ages and positions as of January 1, 2006:

| Name | Age | Position |
|---|---|---|
| J. Todd Derbin(3) (4) | 53 | Chairman of the Board of Directors |
| Dr. James Patton(1) | 48 | Director |
| Roni A. Appel(3) (4) | 39 | President, Chief Executive Officer, Chief Financial Officer, Secretary and Director |
| Dr. Thomas McKearn(2) | 56 | Director |
| Richard Berman (4) | 63 | Director |
| Scott Flamm(1) (2) (4) | 50 | Director |

(1) Member of the Audit Committee.

(2) Member of the Compensation Committee.

(3) Member of the Nominating and Corporate Governance Committee.

(4) Member of the Finance Committee

*J. Todd Derbin*. Mr. Derbin has served as Chairman of the Board of Directors since January 1, 2006. Prior thereto he served as the President, Chief Executive Officer and a director of Advaxis since November 2002. From 1996 until June, 2001, Mr. Derbin was the founder and Chairman of the Board of Directors, President, and Chief Executive Officer of Micrus Corporation, a market leader in the design and development of highly differentiated and proprietary interventional neuroradiology devices and delivery systems. From 1992 until 1996, he served as Director of Corporate Business Development, Commercial Director - Cardiovascular and Director of Strategic Planning, Mergers & Share Exchanges with Biocompatibles International, plc, a UK biotechnology/biomedical Company. Prior to this, Mr. Derbin served as Chief Executive Officer of Syncare Corporation, developers of synthetic wound care products and drug delivery systems. His 20 year tenure in life sciences includes senior management, strategic and operational positions with CollaTec, Inc., a subsidiary of Marion Merrell Dow, and American Medical Products Corporation's domestic and international divisions. He began his career at Procter & Gamble and American Hospital Supply Corporation (Baxter) where he held marketing positions. Mr. Derbin is an alumnus of Wilkes College and the Wharton School of the University of Pennsylvania.

*Dr. James Patton*. Dr. Patton has served as Chairman of our Board and Directors since November 2004 until December 31, 2005. Prior thereto, Dr. Patton served as Chairman of Advaxis' Board of Directors since February 2002 and as Advaxis' Chief Executive Officer from February 2002 to November 2002. Additionally, since February 1999, Dr. Patton has served as the President of Comprehensive Oncology Care, LLC, which owns and operates a cancer treatment facility in Exton, Pennsylvania and as Vice President of Millennium Oncology Management, Inc., which provides technical services for oncology care to four sites. From February 1999 to September 2003, Dr. Patton served as a consultant to LibertyView Equity Partners SBIC, LP, a venture capital fund based in Jersey City, New Jersey ("LibertyView"). From July 2000 to December 2002, Dr. Patton served as a director of Pinpoint Data Corp. From February 2000 to November 2000, Dr. Patton served as a dirctor of Healthware Solutions. From June 2000 to June 2003, Dr. Patton served as a director of LifeStar Response. He earned his B.S. from the University of Michigan, his Medical Doctorate from Medical College of Pennsylvania, and his M.B.A. from the University of Pennsylvania's Wharton School. Dr. Patton was also a Robert Wood Johnson Foundation Clinical Scholar. He has published papers regarding scientific research in human genetics, diagnostic test performance and medical economic analysis.

*Roni A. Appel*. Mr. Appel has served as our President and Chief Executive Officer since January 1, 2006 and has been our Chief Financial Officer and Secretary since November 2004. Mr. Appel has served as a member of our Board of Directors since November 2004. Prior thereto he has served as Advaxis' Secretary and Chief Finanical Officer since it was formed. Since January 1999, Mr. Appel has been a partner and managing director in LV Equity Partners (fka LibertyView Equity Partners). From 1998 until 1999, he was a founder and the director of business development at Americana Financial Services, Inc. From 1994 to 1998, he was an attorney and completed his MBA at Columbia University.

*Dr. Thomas McKearn*. Dr. McKearn has served as a member of our Board of Directors since November 2004. Prior thereto he served as an Advaxis director since July 2002. He brings to Advaxis a 20 plus year experience in the translation of biotechnology science into innovative products that address unmet medical needs in oncology. First as one of the founders of Cytogen Corporation, then as an Executive Director of Strategic Science and Medicine at Bristol-Myers Squibb and now as the VP. Medical Affairs at GPC-Biotech, McKearn has always worked at bringing the most innovative scientific findings into the clinic and through the FDA regulatory process for the ultimate benefit of patients who need better ways to cope with their afflictions. Prior to entering the then-nascent biotechnology industry in 1981, McKearn did his medical, graduate and post-graduate training at the University of Chicago and served on the faculty of the Medical School at the University of Pennsylvania.

*Scott Flamm*. Mr. Flamm has served as a member of our Board of Directors since November, 2004. Mr. Flamm is one of Advaxis' founders and has served as an Advaxis director since its inception. Since June 1998, Mr. Flamm has been the president and general partner of LV Equity Partners (fka Liberty View Equity Partners). Among his prior positions are Senior Managing Director of Trilon Dominion Partners, a $100 million venture fund, and Executive Vice President of Charterhouse Environment Capital Group, a subsidiary of the private equity investment firm Charterhouse Group International. From 1988 until January 1993, he was Executive Vice President, Chief Operating Officer and a Director of Catalyst Energy, a $2 billion independent power producer. He received his masters in public health from Yale University.

*Vafa Shahabit, Ph.D.* Dr. Shahabit has been Head of Dreictor of Science effective March 1, 2005, terminable on 30 days notice. Her duties are to work on and/or manage research and development projects as specified by the Company. The compensation is $100,000 per annum.

*Dr. John Rothman, Ph.D.* Dr. Rothman has been hired as Vice President of Clinical Development effective March 7, 2005 for a term of one year ending February 28, 2006. His compensation is $170,000 per annum, to increase to $180,000 upon the closing of a $15 million equity financing. Upon meeting incentives to be set by the Company, he will receive a bonus of up to $45,000.

*Richard Berman* . Mr. Berman has joined the board on September 1, 2005. For the past five years, Mr. Berman has been Chairman and CEO of Internet Commerce Corporation, an internet supply chain company. He is also Chairman of a financial services company and Candidate Resources, Inc., a company which delivers human resources services over the web. He is a Director of seven public companies, Dyadic International, Inc., International Microcomputer Software, Inc., Internet Commerce Corporation, MediaBay, Inc., NexMed, Inc., GVI Security Solutions, Inc., and Financial Services Co., which he serves as chairman. Previously, Mr. Berman worked at Goldman Sachs; was Senior Vice President of Bankers Trust Company, where he started the M&A and Leverage Buyout Departments. He is a past Director of the Stern School of Business of NYU where he earned a B.S. and an M.B.A. He also has law degrees from Boston College and The Hague Academy of International Law. Mr. Berman will receive a director's fee of $2,000 per month and options for the purchase of 400,000 shares of Common Stock vesting over four years on a quarterly basis.

**Board of Directors and Officers**

Messrs. McKearn and Roth have each received an option package of 82,763 options to purchase shares of our common stock.

Each director is elected for a period of one year at our annual meeting of stockholders and serves until the next such meeting and until his or her successor is duly elected and qualified. Officers are elected by, and serve at the discretion of, our board of directors. Our directors do not presently receive any compensation for their services as directors. The board of directors may also appoint additional directors up to the maximum number permitted under our by-laws. A director so chosen or appointed will hold office until the next annual meeting of stockholders.

Each of our executive officers serves at the discretion of its board of directors and holds office until his or her successor is elected or until his or her earlier resignation or removal in accordance with our articles of incorporation and by-laws.

**Meetings and Committees of the Board of Directors**

During the twelve months ended October 31, 2005, our board of directors held three meetings and took action by written consent on three occasions. During the year ended December 31, 2004, our board of directors held three meetings and took action by written consent on 7 occasions.

**Audit Committee**

Effective in November 2004, we established the audit committee of the board of directors which consists of Messrs. Flamm and Patton. Mr. Flamm is a financial expert who is a graduate of the Wharton School, served as CFO of a public company and has been in the field of private equity and venture capital for more than 15 years.

The audit committee is responsible for the following:

- reviewing the results of the audit engagement with the independent registered public accounting firm;
- identifying irregularities in the management of our business in consultation with our independent accountants, and suggest an appropriate course of action;
- reviewing the adequacy, scope, and results of the internal accounting controls and procedures;
- reviewing the degree of independence of the auditors, as well as the nature and scope of our relationship with our independent registered public accounting firm;
- reviewing the auditors' fees; and
- recommending the engagement of auditors to the full board of directors.

**Compensation Committee**

Effective on November 2004, we established a compensation committee of the board of directors which initially consists of Messrs. Flamm and McKearn. The compensation committee determines the salaries and incentive compensation of our officers and provides recommendations for the salaries and incentive compensation of our other employees and consultants.

The compensation of our executive officers is determined by the compensation committee of our board of directors, subject to applicable employment agreements. Our compensation programs will enable us to attract, motivate, reward and retain the management talent required to achieve corporate objectives and thereby increase stockholder value. It is our policy to provide incentives to our senior management to achieve both short-term and long-term objectives and to reward exceptional performance and contributions to the development of our business. To attain these objectives, our executive compensation program includes a competitive base salary, cash incentive bonuses and stock-based compensation.

Stock options have been granted to our senior executive officer by the board of directors or the compensation committee under the 2004 Stock Option Plan. We believe that stock options provide an incentive that focuses the executive's attention on managing us from the perspective of an owner with an equity stake in the business. Options are awarded with an exercise price equal to the market value of common stock on the date of grant, have a maximum term of ten years and generally become exercisable, in whole or in part, starting one year from the date of grant. Among our executive officers, the number of shares subject to options granted to each individual generally depends upon the level of that officer's responsibility. The largest grants are awarded to the most senior officers who, in our view, have the greatest potential impact on our profitability and growth. Previous grants of stock options are reviewed but are not considered the most important factor in determining the size of any executive's stock option award in a particular year.

From time to time, the compensation committee may utilize the services of independent consultants to perform analyses and to make recommendations to the committee relative to executive compensation matters. No compensation consultant has so far been retained.

**Relationship of Compensation to Performance and Compensation of our executive officers**

The compensation committee will annually establish, subject to the approval of the board of directors and any applicable employment agreements, the salaries that will be paid to our executive officers during the coming year. In setting salaries, the compensation committee takes into account several factors, including competitive compensation data, the extent to which an individual may participate in the stock plans maintained by us, and qualitative factors bearing on an individual's experience, responsibilities, management and leadership abilities and job performance.

**Nominating and Corporate Governance Committee**

Effective on November 2004, we established a nominating and corporate governance committee of our board of directors which initially consists of Messers. Derbin and Appel. The functions of the nominating and corporate governance include the following:

- identifying and recommending to the board of directors individuals qualified to serve as directors of the Company and on the committees of the board;
- advising the board with respect to matters of board composition, procedures and committees;
- developing and recommending to the board a set of corporate governance principles applicable to us and overseeing corporate governance matters generally; and
- overseeing the annual evaluation of the board and our management.

The nominating and corporate governance committee shall be governed by a charter, which we intend to adopt.

**Code of Ethics**

We have adopted a code of ethics that applies to our officers, employees and directors, including our principal executive officers, principal financial officers and principal accounting officers. The code of ethics sets forth written standards that are designated to deter wrongdoing and to promote:

- Honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- Full, fair, accurate, timely and understandable disclosure in reports and documents that a we file with, or submit to, the SEC and in other public communications made by us;
- Compliance with applicable governmental laws, rules and regulations;
- The prompt internal reporting of violations of the code to an appropriate person or persons identified in our code of ethics; and
- Accountability for adherence to our code of ethics.

A copy of our code of ethics has been filed with the SEC as an exhibit to our Form 8K dated November 12, 2004.

**Compensation of Officers and Directors**

The aggregate compensation paid to our directors and executive officers, including stock based compensation, for the year ended December 31, 2003, the ten months ended October 31, 2004 and the twelve months ended October 31, 2005 was approximately $183,692 and $212,004 and $366,255, respectively. This amount includes $0 set aside or accrued to provide pension, severance, retirement, or similar benefits or expenses, but does not include business travel, relocation, professional and business association dues and expenses reimbursed to office holders and other benefits commonly reimbursed or paid by similarly situated companies. None of our directors has so far received any compensation for his or her services as a director other than stock options and reimbursement of expenses, except for Mr. Berman who receives $2,000 per month in cash or in stock.

**Compensation Committee Interlocks And Insider Participation**

There were no interlocking relationships between us and other entities that might affect the determination of the compensation of its directors and executive officers.

**Executive Compensation**

The following table sets forth the compensation earned during the years ended December 31, 2003 the ten month ended October 31, 2004 and the twelve months ended October 31, 2005 by our former and current executive management:

| | | Annual Compensation | | Long Term Compensation Awards | |
|---|---|---|---|---|---|
| Name And Principal Position | Year | Salary($) | Bonus($) | | Securities Underlying Options |
| J. Todd Derbin | 2005 | $ 225,000 | | | 684,473(6) |
| President, Chief Executive Officer, and Director | 2004(1) | $ 125,000 | $ 45,000 | | -- |
| | 2003 | $ 150,000 | $ 60,000(4) | | 1,172,727(6) |
| Dr. James Patton | 2005 | -- | -- | | |
| Chairman of the Board of Directors | 2004 (1) | $15,000(2) | -- | | 28,175 |
| | 2003 | $15,750(2) | -- | | 33,810 |
| Roni Appel | 2005 | $ 139,250(5) | | | 1,114,344 |
| Secretary, Chief Financial Officer, and Director | 2004(1) | $ 50,000(3) | | | 35,218(5) |
| | 2003 | $ 60,000(3) | $ 35,000 | | 42,262 |

(1)Information for 2004 reflects the ten month period ended October 31, 2004.

(2)Dr. Patton was paid consulting fees by the Company of $18,000 in 2003 and $15,750 in 2004. Dr. Patton's compensation related to his consulting agreement which was terminated on November 2004.

(3)Mr. Appel was paid consulting fees of $60,000 in 2003 and consulting fees of $50,000 in the 10 months ended October 31, 2004 through his beneficial ownership of Carmel Ventures, Inc. $35,000 of such fees were assigned to Mr. Scott Flamm.

(4)Mr. Derbin's stock option award was based in his employment contract. His 2003 bonus of $60,000 was paid in 2004 in Common Stock of the Company on the basis of a price of $0.1952 per share and was two-third's of his maximum bonus of $90,000. The basis for this bonus was the successful conclusion of several matters of great importance to the Company including:

- extending the patent portfolio and moving it to the care of competent patent counsel;
- extending the patent portfolio and moving it to the care of competent patent counsel;
- extending the patent portfolio and moving it to the care of competent patent counsel;
- creating grant opportunities for the company;
- scaling up manufacturing; and
- creating certain collaboration opportunities.

In determining Mr. Debin's bonus, the Board acted in part on a discretionary basis.

(5)Mr. Appel's compensation in year 2005 was paid through a consulting agreement between the company and LVEP Management, LLC. See_____

(6)Pursuant to a termination of employment agreement, only 928,441 options of the 20043 grant vested, and only 427,796 options of the 2005 grant vested. The balance of the options were surrenderd to the company.

**Option Grants In Recent Fiscal Years**

The following table sets forth each grant of stock options during the year ended December 31, 2003, the 10 month period ended October 31, 2004, and the year ended October 31, 2005 to our current and former Chief Executive Officer under a predecessor stock option plan. The assumed 5% and 10% rates of stock price appreciation are provided in accordance with rules of the SEC and do not represent our estimate or projection of our common stock price. Actual gains, if any, on stock option exercises are dependent on the future performance of our common stock, overall market conditions and the option holders' continued employment through the vesting period. Unless the market price of our common stock appreciates over the option term, no value will be realized from the option grants made to these executive officers. The potential realizable values shown in the table are calculated by assuming that the estimated fair market value of our common stock on the date of grant increases by 5% and 10%, respectively, during each year of the option term.

The outstanding stock options described above became options for our common stock upon the Share Exchange.

| | | Individual Grants | | | | Potential Realizable Value At Assumed Annual Rates of Stock Price Appreciation For Option Term($) | |
|---|---|---|---|---|---|---|---|
| Name | Year | Number Of Securities Underlying Options Granted | Percent Of Total Options Granted To Employees In Fiscal Year) | Exercise Price | Expiration Date | 5% | 10% |
| J. Todd Derbin[(1)] | 2005 | 684,473 | 100% | $ 0.29 | 12/15/2014 | $ 26,543.13 | $ 142,486.07 |
| Director | 2004 | -- | 0% | -- | -- | - | - |
| | 2003 | -- | 0% | -- | -- | - | - |
| Dr. James Patton | 2005 | 5,635 | 8% | $ 0.35 | 11/1/2012 | $ 218.52 | $ 1,173.03 |
| Chairman of the Board of Directors | 2004 | 28,175 | 42% | $ 0.35 | 11/1/2012 | $ 1,092.60 | $ 5,865.16 |
| | 2003 | 33,810 | 50% | $ 0.35 | 11/1/2012 | $ 1,311.12 | $ 7,038.19 |
| Roni Appel | 2005 | 1,114,344 | 93% | $ 0.29 | 3/31/2015 | $ 43,213.06 | $ 231,971.89 |
| Chief Financial Officer, Secretary, and Director | 2004 | 35,218 | 3% | $ 0.35 | 11/1/2012 | $ 1,365.72 | $ 7,331.30 |
| | 2003 | 42,262 | 4% | $ 0.35 | 11/1/2012 | $ 1,638.87 | $ 8,797.64 |

**Aggregate Option Exercises In Last Fiscal Year And Fiscal Year-End Option Values**

The following table sets forth information concerning the options exercised by Advaxis' current and former executive management in the year ended December 31, 2003 , the 10 months ended October 31, 2004 and the 12 months ended October 31, 2005, and the end of period number and value of unexercised options with respect to each of these executive officers.

| | | | | Number Of Securities Underlying Unexercised Options At Fiscal Year-End[2] | | Value Of Unexercised In-The-Money Options At Fiscal Year-End($)[3] | |
|---|---|---|---|---|---|---|---|
| **Name** | **Year** | **Shares Acquired On Exercise** | **Value Realized[1]** | **Exercisable** | **Unexercisable** | **Exercisable** | **Unexercisable** |
| J. Todd Derbin | 2005 | 0 | $ - | 1,273,135 | 584,106 | $ 47,033 | $ 17,469 |
| President, Chief Executive Officer, and Director | 2004 | 0 | $ - | 586,382 | 586,382 | $ 53,947 | $ 51,015 |
| | 2003 | 0 | $ - | 293,191 | 879,575 | $ 26,974 | $ 80,921 |
| Dr. James Patton | 2005 | 0 | $ - | 73,253 | - | $ - | $ - |
| Chairman of the Board of Directors | 2004 | 0 | $ - | 29,583 | - | $ - | $ - |
| | 2003 | 0 | $ - | 33,810 | - | $ - | $ - |
| | | | | | | | |
| Roni Appel | 2005 | 0 | $ - | 254,075 | 951,835 | $ - | $ - |
| Secretary, Chief Financial Officer, and Director | 2004 | 0 | $ - | 91,567 | - | $ - | $ - |
| | 2003 | 0 | $ - | 49,305 | - | $ - | $ - |

(1) Based on the fair market value of our common stock on the date of exercise, less the exercise price payable for such shares.

(2) Certain of the options are immediately exercisable for all the option shares as of the date of grant but any shares purchased are subject to repurchase by us at the original exercise price paid per share if the optionee ceases service with us before vesting in such shares.

(3) The price for end of fiscal year 2005 is based on a price per share of $0.25. The price for previous years is based on the fair market value of our common stock at fiscal year end of $0.25 per share, determined by the board to be equal to our Private Placement price per share less the exercise price payable for such shares.

**2004 Stock Option Plan**

In November 2004, our board of directors and stockholders adopted the 2004 Stock Option Plan ("Plan"). The Plan provides for the grant of options to purchase up to 2,381,525 shares of our common stock to employees, officers, directors and consultants. Options may be either "incentive stock options" or non-qualified options under the Federal tax laws. Incentive stock options may be granted only to our employees, while non-qualified options may be issued to non-employee directors, consultants and others, as well as to our employees.

The Plan is administered by "disinterested members" of the board of directors or the compensation committee, who determine, among other things, the individuals who shall receive options, the time period during which the options may be partially or fully exercised, the number of shares of common stock issuable upon the exercise of each option and the option exercise price.

Subject to a number of exceptions, the exercise price per share of common stock subject to an incentive option may not be less than the fair market value per share of common stock on the date the option is granted. The per share exercise price of the common stock subject to a non-qualified option may be established by the board of directors, but shall not, however, be less than 85% of the fair market value per share of common stock on the date the option is granted. The aggregate fair market value of common stock for which any person may be granted incentive stock options which first become exercisable in any calendar year may not exceed $100,000 on the date of grant.

No stock option may be transferred by an optionee other than by will or the laws of descent and distribution, and, during the lifetime of an optionee, the option will be exercisable only by the optionee. In the event of termination of employment or engagement other than by death or disability, the optionee will have no more than three months after such termination during which the optionee shall be entitled to exercise the option, unless otherwise determined by the board of directors. Upon termination of employment or engagement of an optionee by reason of death or permanent and total disability, the optionee's options remain exercisable for one year to the extent the options were exercisable on the date of such termination. No similar limitation applies to non-qualified options.

We must grant options under the Plan within ten years from the effective date of the Plan. The effective date of the Plan was November 12, 2004. Subject to a number of exceptions, holders of incentive stock options granted under the Plan cannot exercise these options more than ten years from the date of grant. Options granted under the Plan generally provide for the payment of the exercise price in cash and may provide for the payment of the exercise price by delivery to us of shares of common stock already owned by the optionee having a fair market value equal to the exercise price of the options being exercised, or by a combination of these methods. Therefore, if it is provided in an optionee's options, the optionee may be able to tender shares of common stock to purchase additional shares of common stock and may theoretically exercise all of his stock options with no additional investment other than the purchase of his original shares.

Any unexercised options that expire or that terminate upon an employee's ceasing to be employed by us become available again for issuance under the Plan.

**2005 Stock Option Plan**

In June 2005, our board of directors and stockholders adopted the 2005 Stock Option Plan ("Plan"). The Plan needs to be approved and adopted by our shareholders in the next shareholder meeting or as provided in our bylaws.

The Plan provides for the grant of options to purchase up to 5,600,000 shares of our common stock to employees, officers, directors and consultants. Options may be either "incentive stock options" or non-qualified options under the Federal tax laws. Incentive stock options may be granted only to our employees, while non-qualified options may be issued to non-employee directors, consultants and others, as well as to our employees.

The Plan is administered by "disinterested members" of the board of directors or the compensation committee, who determine, among other things, the individuals who shall receive options, the time period during which the options may be partially or fully exercised, the number of shares of common stock issuable upon the exercise of each option and the option exercise price.

Subject to a number of exceptions, the exercise price per share of common stock subject to an incentive option may not be less than the fair market value per share of common stock on the date the option is granted. The per share exercise price of the common stock subject to a non-qualified option may be established by the board of directors, but shall not, however, be less than 85% of the fair market value per share of common stock on the date the option is granted. The aggregate fair market value of common stock for which any person may be granted incentive stock options which first become exercisable in any calendar year may not exceed $100,000 on the date of grant.

Except when agreed by the board or the administrator of the Plan, no stock option may be transferred by an optionee other than by will or the laws of descent and distribution, and, during the lifetime of an optionee, the option will be exercisable only by the optionee. In the event of termination of employment or engagement other than by death or disability, the optionee will have no more than three months after such termination during which the optionee shall be entitled to exercise the option, unless otherwise determined by the board of directors. Upon termination of employment or engagement of an optionee by reason of death or permanent and total disability, the optionee's options remain exercisable for one year to the extent the options were exercisable on the date of such termination. No similar limitation applies to non-qualified options.

We must grant options under the Plan within ten years from the effective date of the Plan. The effective date of the Plan was January 1, 2005. Subject to a number of exceptions, holders of incentive stock options granted under the Plan cannot exercise these options more than ten years from the date of grant. Options granted under the Plan generally provide for the payment of the exercise price in cash and may provide for the payment of the exercise price by delivery to us of shares of common stock already owned by the optionee having a fair market value equal to the exercise price of the options being exercised, or by a combination of these methods. Therefore, if it is provided in an optionee's options, the optionee may be able to tender shares of common stock to purchase additional shares of common stock and may theoretically exercise all of his stock options with no additional investment other than the purchase of his original shares.

Any unexercised options that expire or that terminate upon an employee's ceasing to be employed by us become available again for issuance under the Plan.

**Employment Agreements**

*J. Todd Derbin*. Our employment agreement with Mr. Derbin as President and chief Executive Officer was terminated effective December 31, 2005. On October 31, 2005 we entered into a Termination of Employment Agreement effective December 31, 2005 pursuant to which Mr. Derbin has resigned effective December 31, 2005. Pursuant to such agreement Mr. Derbin's salary was paid until the end of 2005 at the rate of $225,000 per annum plus a bonus for 2005 equal to $5,000 in shares of Common Stock of the Company priced at $0.287 per share. Following his resignation Mr. Derbin shall service as a consultant to the Company for a fee of $6,250 per month for 6 months ending June 30, 2006. Mr. Derbin will continue to serve as Chairman and a member of the Board of directors of the Company until at least September 30, 2006.

*Vafa Shahabit, Ph.D.* Dr. Shahabit has been Head of Director of Science effective March 1, 2005, terminable on 30 days. Her duties are to work on and/or manage research and development projects as specified by the Company. The compensation is $100,000 per annum with a potential bonus of $20,000. In addition, Dr. Shahabi will be granted 150,000 options.

*Dr. John Rothman, Ph.D.* Dr. Rothman has been hired as Vice President of Clinical Development effective March 7, 2005 for a term of one year ending February 28, 2006 and terminable on 30 days notice. His compensation is $170,000 per annum, to increase to $180,000 upon the closing of a $15 million equity financing. Upon meeting incentives to be set by the Company, he will receive a bonus of up to $45,000. In addition, Dr. Rothman will be granted 360,000 stock options.

**Compliance with Section 16(a) of the Securities Exchange Act of 1934**

Section 16(a) of the Securities Exchange Act of 1934, as amended, requires our directors and executive officers and persons who own more than ten percent of a registered class of our equity securities (collectively, "Reporting Persons") to file with the SEC initial reports of ownership and reports of changes in ownership of our common stock and our other equity securities. Reporting Persons are required by SEC regulation to furnish us with copies of all Section 16(a) forms that they file. To our knowledge, based solely on a review of the copies of such reports furnished to us, we believe that during calendar year ended December 31, 2004, all of the Reporting Persons complied with all applicable filing requirements, except for (i) the former officers and directors prior to November 12, 2004 who, to our knowledge, never filed Form 3s with the SEC, (ii) Messers. Appel and Flamm who haven't filed Form 4s with the SEC to reflect new option issuances, (iii) The Trustees of the University of Pennsylvania who were late in filing their Form 3 with the SEC and (iv) Harvest Advaxis LLC who has not filed a Form 3 with the SEC.

## PRINCIPAL AND MANAGEMENT STOCKHOLDERS

The following table sets forth,

- each person who is known by us to be the owner of record or beneficial owner of more than 5% of our outstanding common stock;
- each of our directors and each of our executive officers;
- all of our directors and executive officers as a group; and
- the number of shares of common stock beneficially owned by each such person and such group and the percentage of the outstanding shares owned by each such person and such group.

As used in the table below and elsewhere in this prospectus, the term *beneficial ownership* with respect to a security consists of sole or shared voting power, including the power to vote or direct the vote and/or sole or shared investment power, including the power to dispose or direct the disposition, with respect to the security through any contract, arrangement, understanding, relationship, or otherwise, including a right to acquire such power(s) during the next 60 days following the date of this prospectus. Except as otherwise indicated, the stockholders listed in the table have sole voting and investment powers with respect to the shares indicated.

Except as otherwise noted below, the address of each of the persons in the table is 675 Route 1, Suite 117, North Brunswick, NJ 08902.

| **Name and Address** | **Number of Shares of Registrant Common Stock Beneficially Owned** | **Percentage of Class Beneficially Owned[(1)]** |
|---|---|---|
| **Name and Address of Beneficial Owner** | **Shares of Common Stock Beneficially Owned** | **Percentage of Class Beneficially Owned** |
| J. Todd Derbin(1)(2) | 2,204,390(3) | 5.59% |
| Roni Appel(1)(2) | 4,016,467(4) | 10.31% |
| Scott Flamm(1) | 2,914,989(5) | 7.72% |
| Richard Berman(1) | 400,000(6) | 1.05% |
| Dr. James Patton(1) | 2,913,476(7) | 7.71% |
| Dr. Thomas McKearn(1) | 306,601(8) | 0.80% |
| The Trustees of the University of Pennsylvania<br>Center for Technology<br>Transfer, University of Pennsylvania<br>3160 Chestnut Street, Suite 200<br>Philadelphia, PA 19104-6283 | 6,339,282 | 17.2% |

| | | |
|---|---|---|
| Sunrise Equity Partners, LP<br>641 Lexington Ave-25fl<br>New York, NY 10022 | 1,835,491(9) | 4.99% |
| Level Counter, LLC<br>c/o Sunrise Securities Corp.<br>641 Lexington Ave-25fl<br>New York, NY 10022 | 1,835,491(10) | 4.99% |
| Marilyn Adler<br>c/o Sunrise Securities Corp.<br>641 Lexington Ave-25fl<br>New York, NY 10022 | 1,835,491(11) | 4.99% |
| Nathan Low<br>c/o Sunrise Securities Corp.<br>641 Lexington Ave-25fl<br>New York, NY 10022 | 3,346,311(12) | 9.10% |
| Amnon Mandelbaum<br>c/o Sunrise Securities Corp.<br>641 Lexington Ave-25fl<br>New York, NY 10022 | 2,932,803(13) | 7.97% |
| Emigrant Capital Corp.<br>6 East 43 Street, 8th Fl.<br>New York, NY 10017 | 1,838,783(14) | 4.99% |
| Harvest Advaxis LLC<br>30052 Aventura, Suite C<br>Rancho Santa Margarita, CA 92688 | --(15) | -- |
| All Directors and Officers as a Group (6 people) | 13,215,699 | 35.07% |

* Based on 37,686,427 shares of common stock outstanding as of October 31, 2005.

(1) Director

(2) Officer or former officer

(3) Reflects 469,338 shares of Common Stock, 1,356,236 options to purchase shares of common stock and 368,815 warrants to purchase shares of Common Stock.

(4) Reflects 14,449 warrants to purchase shares of Common Stock and 2,382,666 shares of Common Stock owned by Mr. Appel and 1,114,344 options to purchase share of Common Stock but does not reflect 58,580 warrants to purchase shares of Common Stock because such warrants are not under the current circumstances, exercisable within the next 60 days. Also reflects 355,528 shares of common stock and 149,480 options and warrants to purchase shares of Common Stock beneficially owned by Carmel Ventures, Inc. of which Mr. Appel is a controlling person but does not reflect 355,528 warrants to purchase shares of common stock owned by Carmel Ventures, Inc. because such warrants are not under the current circumstances, exercisable within the next 60 days.

(5) Reflects 125,772 shares of Common Stock and 122,751 options and warrants to purchase shares of Common Stock owned by Mr. Flamm but does not reflect 125,722 warrants to purchase shares of Common Stock because such warrants are not under the current circumstances, exercisable within the next 60 days. Also reflects 2,621,325 shares of Common Stock and 45,141 warrants to purchase shares of Common Stock beneficially owned by Flamm Family Partners LP of which Mr. Flamm is a partner.

(6) Reflects options to purchase shares of Common Stock.

(7) Reflects 56,349 options to purchase shares of Common Stock, 36,551 warrants to purchase shares of Common Stock and 2,820,576 shares of Common stock but does not reflect 147,716 warrants to purchase shares of Common Stock because such warrants are not under the current circumstances, exercisable within the next 60 days.

(8) Reflects 195,586 options and warrants to purchase shares of Common Stock and 111,015 shares of Common Stock.

(9) Reflects 1,742,160 shares of common stock held by Sunrise Equity Partners, LP ("SEP") and warrants to purchase 93,331 shares of common stock, but does not include warrants to purchase 1,648,829 shares of common stock issuable upon exercise of warrants held by SEP because such warrants are not, under the current circumstances, exercisable within the next 60 days. The General Partner of SEP is Level Counter, LLC ("LC"), the managers of which are Nathan Low, Marilyn Adler and Amnon Mandelbaum (the "Managers"). Decisions regarding voting and disposition require the unanimous vote of all three managers. The 1,835,491 shares of common stock benefically held by SEP also does not include: (1) 1,124,253 shares of common stock directly owned by Nathan Low or warrants directly owned by Mr. Low to purchase up to 761,971 shares of common stock; (2) 1,094,020 shares of directly owned by Amnon Mandelbaum or warrants directly owned by Mr. Mandelbaum to purchase up to 672,539 shares of common stock, and (3) shares of common stock held by limited partners of SEP or LC who may have a direct or indirect pecuniary interest, but have no authority to vote or dispose of the shares of common stock held by SEP. Does not reflect the 34,843 shares of common stock issuable as Penalty Shares.

(10) Reflects 1,742,160 shares of common stock held by SEP and warrants to purchase 93,331 shares of common stock, but does not include warrants to purchase 1,648,829 shares of common stock issuable upon exercise of such warrants held by SEP because such warrants are not, under the circumstances, exercisable within the next 60 days. LC is the general partner of SEP and as such, is deemed to have beneficial ownership of the securities held by SEP for purposes of calculating percentage interest. Does not reflect the 34,843 shares of common stock issuable to SEP as Penalty Shares. However, LC disclaims beneficial interest in such shares except to the extent of its pecuniary interest therein.

(11) Reflects 1,742,160 shares of common stock held by SEP and warrants to purchase 93,331 shares of common stock, but does not include warrants to purchase 1,648,829 shares of common stock issuable upon exercise of such warrants held by SEP because such warrants are not, under the circumstances, exercisable within the next 60 days. Does not reflect the 34,843 shares of common stock issuable to SEP as Penalty Shares. Ms. Adler is a manager of LC, the general partner of SEP, and as such, is deemed to have beneficial ownership of the securities held by SEP for purposes of calculating percentage interest. However, Ms. Adler disclaims beneficial interest in such shares except to the extent of her pecuniary interest therein.

(12) Reflects 1,742,160 shares of common stock held by SEP and warrants to purchase 93,331 shares of common stock, but does not include warrants to purchase 1,648,829 shares of common stock issuable upon exercise of such warrants held by SEP because such warrants are not, under the circumstances, exercisable within the next 60 days. Does not reflect the 34,843 shares of common stock issuable to SEP as Penalty Shares. Mr. Low is a manager of LC, the general partner of SEP, and as such, is deemed to have beneficial ownership of the securities held by SEP for purposes of calculating percentage interest. However, Mr. Low disclaims beneficial interest in such shares except to the extent of his pecuniary interest therein. Also reflects 1,124,253 shares of common stock owned by Mr. Low but does not reflect warrants to purchase 761,971 shares of common stock issuable upon exercise of such warrants because such warrants are not, under the circumstances, exercisable within the next 60 days nor does it reflect 37,725 shares of common stock issuable to Mr. Low as Penalty Shares. Also includes 383,275 shares of common stock held by Sunrise Securities Corp., a corporation of which Mr. Low is sole stockholder and director, but does not include warrants to purchase 348,432 shares of common stock held by Sunrise Securities Corp. because such warrants are not, under the circumstances, exercisable within the next 60 days nor does it reflect 14,634 shares of common stock issuable to Sunrise Securities Corp. as Penalty Shares. Mr. Low’s beneficial ownership does not include shares of common stock held by Sunrise Foundation Trust, a charitable trust of which Mr. Low is a trustee. Mr. Low disclaims beneficial ownership of such shares of common stock held by Sunrise Foundation Trust.

(13) Reflects 1,742,160 shares of common stock held by SEP and warrants to purchase 93,331 shares of common stock, but does not include warrants to purchase 1,648,829 shares of common stock issuable upon exercise of such warrants held by SEP because such warrants are not, under the circumstances, exercisable within the next 60 days. Does not reflect the 34,843 shares of common stock issuable to SEP as Penalty Shares. Mr. Mandelbaum is a manager of LC, the general partner of SEP, and as such, is deemed to have beneficial ownership of the securities held by SEP for purposes of calculating percentage interest. However, Mr. Mandelbaum disclaims beneficial interest in such shares except to the extent of his pecuniary interest therein. Also reflects 1,094,020 shares of common stock owned by Mr. Mandelbaum but does not reflect warrants to purchase 672,539 shares of common stock issuable upon exercise of such warrants because such warrants are not, under the circumstances, exercisable within the next 60 days nor does it reflect 35,332 shares of common stock issuable to Mr. Mandelbaum as Penalty Shares.

(14) Reflects 1,742,160 shares of common stock held by Emigrant Capital Corp. (“Emigrant”) and warrants to purchase 16,623 shares of common stock, but does not include warrants to purchase 1,645,537 shares of common stock issuable upon exercise of warrants held by Emigrant because such warrants are not, under the current circumstances, exercisable within the next 60 days nor does it reflect 34,843 shares of common stock issuable to Emigrant as Penalty Shares. Mr. Howard Milstein is the Chairman and CEO and Mr. John Hart is the President of Emigrant.

(15) Does not reflect warrants to purchase 3,832,753 shares of common stock because such warrants are not currently exercisable within the next 60 days. Mr. Robert Harvey is the manager of Harvest Advaxis LLC.

## CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Our policy is to enter into transactions with related parties on terms that, on the whole, are no more favorable, or no less favorable, than those available from unaffiliated third parties. Based on our experience in the business sectors in which we operate and the terms of our transactions with unaffiliated third parties, we believe that all of the transactions described below met this policy standard at the time they occurred.

**Consulting Agreement with Carmel Ventures, Inc.**

Carmel Ventures, Inc. ("Carmel") is owned by Roni Appel, our Chief Financial Officer, director and a principal shareholder. Pursuant to a consulting agreement, dated as of November 1, 2002, Carmel provided various consulting services to us principally in management, business development and recruiting strategies. Carmel has been paid consulting fees of $5,000 per month since November 1, 2002 which fees have accrued but not been paid. As of December 31, 2004, such accrued fees amounted to $130,000 of which 30,000 was paid in cash. Carmel has assigned $35,000 of such fees to Mr. Scott Flamm, one of our directors and principal shareholders. Carmel and Mr. Flamm have converted the $65,000 and $35,000 respectively into shares of common stock and warrants. In addition, we granted Carmel a bonus of $35,000 which was converted into Units in the Private Placement and we granted Carmel options to purchase shares of our common stock at the rate of 7,044 options per month since November 11, 2002. The total number of options received by Carmel was 183,134. The exercise price of these options is $0.35 per share. Carmel has assigned 91,567 of these options to Mr. Flamm. The contract with Carmel was terminated as of December 31, 2004.

**Consulting Agreement with LVEP Management, LLC**

We entered into a consulting agreement with LVEP Management, LLC ("LVEP") which is owned by Scott Flamm, one of our directors and a principal shareholder. LVEP employs Mr. Flamm and Mr. Roni Appel, our President, Chief Executive Officer and Chief Financial Officer, and a director and a principal shareholder of the Company. Pursuant to the consulting agreement, dated as of January 19, 2005, and amended on April 15, 2005, and further amended on October 31, 2005, LVEP is to provide various financial and strategic consulting services to us.

Under the October 31, 2005 amendment the initial term of the consulting agreement was extended until December 31, 2007 and thereafter the term of the agreement shall be automatically extended for one year periods unless we notify LVEP at least 60 days prior to the end of term of our intent not to extend. In addition, the Consulting Agreement may be terminated by us for any reason upon 60 days prior notice or by Consultant upon 45 days prior notice, Upon such notice all compensation and bonuses payable under the Consulting Agreement shall continue until the later to occur of the end of the term or twelve (12) months from such termination. In consideration for providing the consulting services, under the Consulting Agreement as amended LVEP shall receive compensation of $250,000 per year payable at the rate of $20,833.33 per month for the term of the agreement plus reimbursement of approved expenses in connection with providing the consulting services. LVEP intends to pay all such compensation to Mr. Appel. The Consultant will receive a bonus payment at the end of 2005 not to exceed $75,000. In subsequent years the bonus shall equal 40% of the base consulting compensation. At the election of the Company or of Consultant up to 100% of the bonus may be paid in common stock of the Company .Additionally, LVEP shall receive additional options to purchase common stock of the Company bringing options held LVEP (including the existing 3%) to 5% of the outstanding shares and options of the Company as of December 31, 2005. The incremental options vest monthly over four years commencing in April, 2005. LVEP has assigned such options to Mr. Appel.

**Amended and Restated Employment Agreement with J. Todd Derbin**

Our employment agreement with J. Todd Derbin as President, Chief Executive Officer and a director was terminated effective December 31, 2005. On October 31, 2005 we entered into a Termination of Employment Agreement effective December 31, 2005 pursuant to which Mr. Derbin resigned effective December 31, 2005. Pursuant to such agreement Mr. Derbin's salary was paid until the end of 2005 at the rate of $225,000 per annum plus a bonus for 2005 equal to $5,000 in shares of Common Stock of the Company priced at $0.287 per share. Following his resignation Mr. Derbin shall service as a consultant to the Company for a fee of $6,250 per month for 6 months ending June 30, 2006. Mr. Derbin will continue to serve as Chairman and a member of the Board of directors of the Company until at least September 30, 2006.

**Sentinel Consulting, Inc.**

Sentinel Consulting Inc. is owned by Robert Harvey, an observer to our Board and the manager of Harvest Advaxis LLC, one of our principal stockholders. Sentinel provided financial consulting, scientific validation and business strategy advice to us. The term of the agreement was for six months commencing as of September 5, 2004 with each party having the right to terminate it after four months under the agreement. The agreement was terminated in August, 2005. We have paid Sentinel $33,000 for services performed and we have the obligation to issue to them a warrant to purchase 191,638 shares of our common stock at an exercise price of an $0.40 per share, plus 287,451 shares of our common stock, a retainer of $5,000, a video preparation fee of $10,000 and expenses of $6,000 in connection with the preparation of a scientific review.

## SELLING STOCKHOLDERS

This prospectus relates to the resale from time to time of up to a total of 56,730,045 shares of common stock by selling stockholders, comprising:

- 37,099,460 shares of our common stock that were issued to selling stockholders pursuant to transactions exempt from registration under the Securities Act of 1933; and

- 19,630,588 shares of common stock underlying warrants that were issued to selling stockholders pursuant to transactions exempt from registration under the Securities Act of 1933.

The following table set forth certain information regarding the beneficial ownership of our common stock as to the selling stockholders and the shares offered by them in this prospectus. Beneficial ownership is determined in accordance with the rules of the SEC. In computing the number of shares beneficially owned by a selling stockholders and the percentage of ownership of that selling stockholder, shares of common stock underlying shares of convertible preferred stock, options or warrants held by that selling stockholder that are convertible or exercisable, as the case may be, within 60 days of January 31, 2005 are included. Those shares, however, are not deemed outstanding for the purpose of computing the percentage ownership of any other selling stockholder. Each selling stockholder's percentage of ownership in the following table is based upon 36,690,056 shares of common stock outstanding as of January 31, 2005 and not 37,768,932 shares of our common stock as outstanding on December 31, 2005. If calculated at the late date the changes in share percentages would be inmaterial in amount. An aggregate of 409,401 shares of common stock are issuable to certain selling stockholders as Penalty Shares pursuant to the terms of the Registration Rights Agreement, dated as of November 12, 2004, by and among the Company and certain stockholders and a Registration Rights Agreement, dated as of January 12, 2005, by and among the Company and a certan stockholder. Therefore, the following table includes a column to reflect the additional shares of common stock which certain selling stockholders are entitled to as Penalty Shares. However, such amounts are de minimus when calculating such selling stockholders' percentage ownership in the Company.

Except as described below, none of the selling stockholders within the past three years has had any material relationship with us or any of our affiliates:

- J. Todd Derbin has served as our Chief Executive Officer and a director since November 12, 2004; He will serve as a consultant and our Charirman of the board of directors as of January 1, 2006

- Roni Appel has served as our Chief Financial Officer and a director since November 12, 2004; He will serve as our President and Chief Executive Officer as of January 1, 2006; Carmel Ventures, Inc., of which Mr. Appel is the principal stockholder has provided consulting services to us; LVEP by which Mr. Appel is employed, is providing consulting services to us;

- Scott Flamm has served as a director since November 12, 2004 and LVEP of which Mr. Flamm is a principal stockholder and an employee of, is providing consulting services to us;

- Thomas McKearn has served as a director since November 12, 2004;

- Dr. James Patton has served as a director since November 12, 2004 and has served as a consultant to us in the past;

- Dr. Yvonne Patton has served as a consultant;

- The Trustees of the University of Pennsylvania own the patents which we have an exclusive license;

- Sunrise Securities Corp. acted as placement agent in the Private Placement. Nathan Low, Amnon Mandelbaum, Marcia Kucher, Derek Caldwell, Richard Stone and David Goodfriend are all affiliated with or employed by Sunrise Securities Corp., the placement agent in the Private Placement. Sunrise Equity Partners, LP and Sunrise Foundation Trust are also affiliates of Sunrise Securities Corp.; and

- Dr. David Filer is a consultant for us and provided consulting services to the Sunrise Securities Corp.

The term "selling stockholders" also includes any transferees, pledges, donees, or other successors in interest to the selling stockholders named in the table below. To our knowledge, subject to applicable community property laws, each person named in the table has sole voting and investment power with respect to the shares of common stock set forth opposite such person's name.

The selling stockholders named below are selling the securities. The table assumes that all of the securities will be sold in this offering. However, any or all of the securities listed below may be retained by any of the selling stockholders, and therefore, no accurate forecast can be made as to the number of securities that will be held by the selling stockholders upon termination of this offering. These selling stockholders acquired their shares by purchase exempt from registration under section 4(2) of the Securities Act of 1933 or Regulation D under the Securities Act of 1933. The selling stockholders acquired their shares in the ordinary course of business. We believe that the selling stockholders listed in the table have sole voting and investment powers with respect to the securities indicated. We will not receive any proceeds from the sale of the securities by the selling stockholders. No selling stockholders are broker-dealers or affiliates or employees of broker-dealers other than Sunrise Securities Corp., David Goodfriend, Amnon Mandelbaum, Marcia Kucher, Derek Caldwell, Richard Stone Nathan Low, Sunrise Equity Partners LP and Sunrise Foundation Trust. The securities included in this list include securites which would otherwise become soleable from time to time pursuant to Rule 144 as currently in effect.

| Name | Total Shares Owned | Shares Registered | Penalty Shares | % Before Offering (not including Penalty Shares) | % After Offering (not including Penalty Shares) | Relationship (if any) |
|---|---|---|---|---|---|---|
| Adele Pfenninger<br>12 Spring Brook Road<br>Annandale, NJ 08801 | 79,600 (1) | 70,790 (1) | -- | 0.22% | 0.02% | -- |
| AI International Corporate (a) Holdings, Ltd.<br>c/o FCIM Corp.<br>1 Rockefeller Plaza<br>Suite 1730<br>New York, NY 10020 | 174,216 (2) | 174,216 (2) | 1,742 | 0. 47% | 0.0% | -- |

| Name | Total Shares Owned | Shares Registered | Penalty Shares | % Before Offering (not including Penalty Shares) | % After Offering (not including Penalty Shares) | Relationship (if any) |
|---|---|---|---|---|---|---|
| Alan Gelband Company (b)<br>Defined Contribution Pension Plan and Trust<br>30 Lincoln Plaza<br>New York, NY 10023 | 348,432 (3) | 348,432 (3) | 3,484 | 0.95% | 0.0% | -- |
| Alan Kestenbaum<br>18 Clover Drive<br>Great Neck, NY 11021 | 348,432 (3) | 348,432 (3) | 3,484 | 0.95% | 0.0% | -- |
| Beretz Family Partners LP (c)<br>48 South Drive<br>Great Neck, NY 11021 | 174,216 (2) | 174,216 (2) | 1,742 | 0.47% | 0.0% | -- |
| Bridges & Pipes, LLC (d)<br>830 Third Avenue<br>14th Floor<br>New York, NY 10022 | 1,393,728 (4) | 1,393,728 (4) | 13,937 | 3.73% | 0.0% | -- |
| Bruce Fogel<br>218 Everglade Avenue<br>Palm Beach, FL 33480 | 348,432 (3) | 348,432 (3) | 3,484 | 0.95% | 0.0% | -- |
| C. Leonard Gordon<br>551 Fifth Avenue<br>New York, NY 10176 | 174,216 (2) | 174,216 (2) | 1,742 | 0.47% | 0.0% | -- |
| Carmel Ventures, Inc (e)<br>22 Ruth Lane<br>Demarest, NJ 07627 | 860,537 (5) | 711,057 (5)(a) | -- | 2.32% | 0.41% | 5(b) |
| Catherine Janus<br>4817 Creak Dr.<br>Western Spring, IL 60558 | 118,832 (6) | 105,767 (6) | -- | 0.32% | 0.04% | -- |
| Chaim Cymerman<br>c/o Tomer Cymerman<br>Paamoni 10, Apt. 19<br>Bavli, Tel Aviv<br>Israel | 196,371 (7) | 174,593 (7)(a) | -- | 0.53% | 0.06% | -- |
| Charles Kwon<br>834 Monror Street<br>Evanston, Il 60202 | 491,233 (8) | 482,322 (8)(a) | 3,484 | 1.33% | 0.02% | -- |

| Name | Total Shares Owned | Shares Registered | Penalty Shares | % Before Offering (not including Penalty Shares) | % After Offering (not including Penalty Shares) | Relationship (if any) |
|---|---|---|---|---|---|---|
| Cranshire Capital, LP (f)<br>666 Dundee Road<br>Suite 1901<br>Northbrook, IL 60602 | 1,045,296 (9) | 1,045,296 (9) | 10,453 | 2.81% | 0.0% | -- |
| Crestwood Holdings, LLC (g)<br>c/o Ran Nizan<br>109 Boulevard Drive<br>Danbury, CT 06810 | 360,253 (10) | 337,978 (10)(a) | -- | 0.98% | 0.06% | -- |
| David Stone<br>228 St. Charles Avenue<br>Suite 1024<br>New Orleans, LA 70130 | 348,432 (3) | 348,432 (3) | 3,484 | 0.95% | 0.0% | -- |
| David Tendler<br>401 East 60th Street<br>New York, NY 10022 | 696,864 (11) | 696,864 (11) | 6,969 | 1.88% | 0.0% | -- |
| Design Investments, LTD (h)<br>9 Tanbark Circuit<br>Suite 1442<br>Werrington Downs<br>NSW 2747<br>Australia | 696,864 (11) | 696,864 (11) | 6,969 | 1.88% | 0.0% | -- |
| Emigrant Capital Corp. (i)<br>6 East 43rd Street<br>8th Floor<br>New York, NY 10017 | 3,484,320(12) | 3,484,320 (12) | 34,843 | 9.07% | 0.0% | -- |
| Eugene Mancino<br>Blau Mancino<br>12 Roszel Road, Suite C-101<br>Princeton, NJ 08540 | 355,099 (13) | 212,544 (13)(a) | -- | 0.96% | 0.39% | -- |
| Fawdon Investments Ltd. (j)<br>4 Ibn Shaprut Street<br>Jerusalem, Israel 92478 | 1,393,728 (4) | 1,393,728 (4) | 13,937 | 3.73% | 0.0% | -- |
| Flamm Family Partners, LP. (k)<br>c/o Scott Flamm<br>70 West Road<br>Short Hills, NJ 07078 | 2,666,466 (14) | 2,657,556 (14)(a) | -- | 7.26% | 0.02% | (14)(b) |

| Name | Total Shares Owned | Shares Registered | Penalty Shares | % Before Offering (not including Penalty Shares) | % After Offering (not including Penalty Shares) | Relationship (if any) |
|---|---|---|---|---|---|---|
| Fred Berdon Co, LP (l)<br>717 Post Road<br>Suite 105<br>Sacrsdale, NY 10583 | 348,432 (3) | 348,432 (3) | 3,484 | 0.95% | 0.0% | -- |
| Gina Ferarri<br>36 Stone Run Road<br>Bedmingter, NJ 07921 | 79,932 (15) | 71,022 (15)(a) | -- | 0.22% | 0.2% | -- |
| Hal H. Beretz<br>48 South Drive<br>Great Neck, NY 11021 | 522,648 (16) | 522,648 (16) | 5,226 | 1.41% | 0.0% | -- |
| Howard Kaye Family Fund (m)<br>2 Mohican Trail<br>Scarsdale, NY 10583 | 522,648 (16) | 522,648 (16) | 5,226 | 1.41% | 0.0% | -- |
| IRA FBO / Walter S. Grossman<br>Pershing LLC Custodian (n)<br>277 North Ave.<br>Westport, CT 06880 | 696,864 (11) | 696,864 (11) | 6,969 | 1.88% | 0.0% | -- |
| Itai Portnoi<br>26 Yakinton St.<br>Haifa, Isreal 34406 | 157,608 (17) | 140,186 (17)(a) | -- | 0.43% | 0.05% | -- |
| J. Todd Derbin<br>840 Pretty Brook Road<br>Princeton, NJ 08540 | 1,837,348(18) | 591,532 (18)(a) | -- | 4.81% | 3.28% | (18)(b) |
| James Patton<br>1937 Swedesford<br>Malvern, PA 19355 | 3,061,192 (19) | 2,968,291(19)(a) | -- | 8.29% | 0.25% | (19)(b) |
| James Paul<br>c/o Fulwider Patton<br>Howard Hughes Center<br>6060 Center Drive, 10th Floor<br>Los Angeles, CA 90045 | 39,215 (20) | 34,861 (20)(a) | -- | 0.11% | 0.01% | -- |
| Jonas Grossman<br>59 Huratio St.<br>New York, NY 10014 | 80,640 (21) | 71,731 (21)(a) | -- | 0.22% | 0.02% | -- |
| Kerry Propper<br>59 Huratio St.<br>New York, NY 10014 | 201,600 (22) | 179,326 (22)(a) | -- | 0.55% | 0.06% | -- |

| Name | Total Shares Owned | Shares Registered | Penalty Shares | % Before Offering (not including Penalty Shares) | % After Offering (not including Penalty Shares) | Relationship (if any) |
|---|---|---|---|---|---|---|
| Lilian Flamm<br>c/o Scott Flamm<br>70 West Road<br>Short Hills, NJ 07078 | 197,328 (23) | 197,328 (23) | -- | 0.54% | 0.0% | -- |
| Marilyn Mendell<br>1203 River Road,<br>Apt. Penthouse 4<br>Edgewater, NJ 07020 | 284,500 (24) | 253,316 (24)(a) | -- | 0.77% | 0.08% | -- |
| Mary Ann Ryan Francis<br>1115 Beanaqt Ave.<br>Seaside Park, NJ 08752 | 79,071 (25) | 70,360 (25)(a) | -- | 0.22% | 0.02% | -- |
| MEA Group, LLC (o)<br>145 Talmadge Road<br>Edison, NJ 08817 | 348,432 (3) | 348,432 (3) | 3,484 | 0.95% | 0.0% | -- |
| Mordechai Mashiach<br>8 Shlomzion Hamalka<br>Haifa, Isreal 34406 | 157,608 (17) | 140,186 (17)(a) | -- | 0.43% | 0.05% | -- |
| New Bank Ltd (p)<br>Levinstein Tower #21st<br>23 Menahem Begin Road<br>Tel Aviv, Israel | 1,393,728 (4) | 1,393,728 (4) | 13,937 | 3.73% | 0.0% | -- |
| Open Ventures LLC (q)<br>127 West Chestnut Hill Ave.<br>Philadelphia, PA 19118 | 17,422 | 17,422 | -- | 0.05% | 0.0% | -- |
| Peggy Fern<br>1548 Herlong Court<br>Rock Hill, SC 29732 | 79,712 (26) | 70,081 (26)(a) | -- | 0.22% | 0.02% | -- |
| Penn Footware Retirement Trust (r)<br>Line & Grove Streets<br>PO Box 87<br>Nanticoke, PA 18634 | 348,432 (3) | 348,432 (3) | 3,484 | 0.95% | 0.0% | -- |
| Richard Yelovich<br>603 Milleson Lane<br>West Chester, PA 19380 | 151,289 | 151,289 | -- | 0.41% | 0.0% | -- |
| Roni Appel<br>22 Ruth Lane<br>Demarest, NJ 07627 | 2,595,193(27) | 2,580,745 (27)(a) | -- | 7.06% | 0.04% | (27)(b) |

| Name | Total Shares Owned | Shares Registered | Penalty Shares | % Before Offering (not including Penalty Shares) | % After Offering (not including Penalty Shares) | Relationship (if any) |
|---|---|---|---|---|---|---|
| RP Capital, LLC (s)<br>10900 Wilshire Blvd.<br>Suite 500<br>Los Angeles, CA 90024 | 174,216 (2) | 174,216 (2) | 1,742 | 0.47% | 0.0% | -- |
| Scott Flamm<br>c/o Scott Flamm<br>70 West Road<br>Short Hills, NJ 07078 | 374,296 (28) | 251,545 (28)(a) | -- | 1.01% | 0.33% | (28)(b) |
| Shai Stern<br>43 Maple Aenue<br>Cedarhurst, NY 11516 | 174,216 (2) | 174,216 (2) | 1,742 | 0.47% | 0.0% | -- |
| SRG Capital, LLC (t)<br>120 Broadway<br>40th Floor<br>New York, NY 10271 | 696,864 (11) | 696,864 (11) | 6,969 | 1.88% | 0.0% | -- |
| Sunrise Equity Partners, LP (u)<br>641 Lexington Avenue<br>25th Floor<br>New York, NY 10022 | 3,484,320(12) | 3,484,320 (12) | 34,843 | 9.07% | 0.0% | -- |
| Thomas McKearn<br>6040 Lower Mountain Road<br>New Hope, PA 18938 | 374,876 (29) | 269,839 (29)(a) | -- | 1.02% | 0.29% | (29)(b) |
| Titan Capital Management, LLC (TCMP3 Partners) (v)<br>7 Centure Drive<br>Suite 201<br>Parsippany, NJ 07054 | 696,864 (11) | 696,864 (11) | 6,969 | 1.88% | 0.0% | -- |
| Tracy Yun<br>90 LaSalle St., Apt. #13G<br>New York, NY 10027 | 60,197 | 60,197 | -- | 0.16% | 0.0% | -- |
| Trinita, LLC (w)<br>c/o Morten Kielland<br>22 Painters Lane<br>Chesterbrook, PA 19087 | 151,289 | 151,289 | -- | 0.41% | 0.0% | -- |

| Name | Total Shares Owned | Shares Registered | Penalty Shares | % Before Offering (not including Penalty Shares) | % After Offering (not including Penalty Shares) | Relationship (if any) |
|---|---|---|---|---|---|---|
| The Trustees of the<br>University of Pennsylvania<br>Center for Technology Transfer<br>University of Pennsylvania<br>3160 Chestnut Street<br>Suite 200<br>Philadelphia, PA 19104-6283<br>Attn: Managing Director | 6,339,282 | 6,339,282 | -- | 17.28% | 0.0% | (41) |
| William Kahn<br>7903 Longmeadow Road<br>Baltimore, MD 21208 | 151,517 | 151,517 | -- | 0.41% | 0.0% | -- |
| Yair Talmor<br>517 Old Chappaqua Road<br>Briarcliff Manor, NY 10510 | 174,216 (2) | 174,216 (2) | 1,742 | 0.47% | 0.0% | -- |
| Yoav Millet<br>950 Third Avenue<br>New York, NY 10022 | 174,216 (2) | 174,216 (2) | 1,742 | 0.47% | 0.0% | -- |
| Yvonne Paterson<br>514 South 46 St.<br>Philadelphia, PA 19143 | 873,412(30) | 704,365 | -- | 2.37% | 0.46% | |
| Amnon Mandelbaum<br>c/o Sunrise Securities Corp.<br>641 Lexington Avenue<br>25th Floor<br>New York, NY 10022 | 1,766,559 (31) | 1,766,559 (31) | 35,332 | 4.73% | 0.0% | -- |
| David Goodriend<br>c/o Sunrise Securities Corp.<br>641 Lexington Avenue<br>25th Floor<br>New York, NY 10022 | 194,193 (32) | 194,193 (32) | 3,884 | 0.53% | 0.0% | -- |
| David Filer<br>165 East 32 Street<br>New York, NY 10016 | 382,772 (33) | 382,772 (33) | 5,704 | 1.04% | 0.0% | (32)(a) |
| Marcia Kucher<br>c/o Sunrise Securities Corp.<br>641 Lexington Avenue<br>25th Floor<br>New York, NY 10022 | 4,140 (34) | 4,140 (34) | 83 | 0.01% | 0.0% | -- |

| Name | Total Shares Owned | Shares Registered | Penalty Shares | % Before Offering (not including Penalty Shares) | % After Offering (not including Penalty Shares) | Relationship (if any) |
|---|---|---|---|---|---|---|
| Nathan Low<br>c/o Sunrise Securities Corp.<br>641 Lexington Avenue<br>25th Floor<br>New York, NY 10022 | 1,886,224 (35) | 1,886,224 (35) | 37,725 | 5.04% | 0.0% | -- |
| Derek Caldwell<br>c/o Sunrise Securities Corp.<br>641 Lexington Avenue<br>25th Floor<br>New York, NY 10022 | 153,658 (36) | 153,658 (36) | 3,074 | 0.42% | 0.0% | -- |
| Sunrise Securities Corp. (x)<br>641 Lexington Avenue<br>25th Floor<br>New York, NY 10022 | 731,707(37) | 731,707 (37) | 14,634 | 1.98% | 0.0% | (37)(a) |
| Richard Stone<br>c/o Sunrise Securities Corp.<br>641 Lexington Avenue<br>25th Floor<br>New York, NY 10022 | 307,317(38) | 307,317(38) | 6,146 | 0.83% | 0.0% | -- |
| Sunrise Foundation Trust (y)<br>c/o Sunrise Securities Corp.<br>641 Lexington Avenue<br>25th Floor<br>New York, NY 10022 | 71,497(38)(a) | 71,497 | 1,430 | 0.19% | 0.0% | -- |
| Martin Trust Agreement<br>U/A/ DTD 11/05/01<br>Peter L. Martin TTE<br>3757 Wedbster St, Apt 203<br>San Francisco, CA 94123 | 348,432 (3) | 348,432 (3) | 3,484 | 0.95% | 0.0% | -- |
| A. Heifetz Technologies Ltd. (z)<br>22 Kanfey Nesharim St<br>Jerusalem, Israel 95464 | 348,432 (3) | 348,432 (3) | 3,484 | 0.95% | 0.0% | -- |
| Balestra Spectrum Partners, LLC (aa)<br>1185 Avenue of the Americas<br>32nd Floor<br>New York, NY 10036 | 1,045,296 (9) | 1,045,296 (9) | 10,453 | 2.81% | 0.0% | -- |

| Name | Total Shares Owned | Shares Registered | Penalty Shares | % Before Offering (not including Penalty Shares) | % After Offering (not including Penalty Shares) | Relationship (if any) |
|---|---|---|---|---|---|---|
| Reitler Brown Holdings, LLC (bb)<br>800 Third Avenue<br>21st Floor<br>New York, NY 10022 | 60,000 (39) | 60,000 (39) | -- | 0.16% | 0.0% | (39)(a) |
| Harvest Advaxis LLC (cc)<br>30052 Aventura, Suite C<br>Rancho Santa Margarita,<br>CA 92688 | 7,665,506 (40) | 7,665,506 (40) | 76,655 | 18.92% | 0.0% | -- |
| Miles Wynn<br>P.O. Box 440842<br>Aurora , CO 80044 | 696,700 | 696,700 | -- | 1.90% | 0.0% | -- |
| Teresa Waz<br>3679 S. Dawson St.<br>Aurora, CO 80444 | 26,900 | 26,900 | -- | 0.07% | 0.0% | -- |
| Ormonde Frew<br>19996 E. Greenwood Drive<br>Aurora , CO 80013 | 12,000 | 12,000 | -- | 0.03% | 0.0% | -- |
| Ralph Grills<br>4042 S. Atchison Way<br>Aurora, CO 80014 | 12,000 | 12,000 | -- | 0.03% | 0.0% | -- |
| Daniel Unrein<br>281 S. Leyden St.<br>Denver, CO 80220 | 2,500 | 2,500 | -- | 0.01% | 0.0% | -- |
| Frederick Malkhe<br>4105 E. Florida Ave.<br>Suite 100<br>Denver, CO 80222 | 2,500 | 2,500 | -- | 0.01% | 0.0% | -- |

(a) Rima Salam has voting and disposition rights on behalf of AI International Corporate Holdings, Ltd.
(b) Alan Gelband has voting and disposition rights on behalf of Alan Gelband Company Defined Contribution Pension Plan and Trust.
(c) Hal Beretz has voting and disposition rights on behalf of Beretz Family Partners LLP.
(d) David Fuchs has voting and disposition rights on behalf of Bridges & Pipes LLC.
(e) Roni Appel has voting and disposition rights on behalf of Carmel Ventures, Inc.
(f) Mitchell P. Kopin, president of Downsview Capital Inc., the general partner of Cranshire Captial, L.P, has voting and disposition rights.
(g) Ran Nizan has voting and disposition rights on behalf of Crestwood Holdings, LLC.
(h) Haim Rolnitsky has voting and disposition rights on behalf of Design Investments Ltd.
(i) Howard Milstein and John Hart have voting and disposition rights on behalf of Emigrant Capital Corp.

(j) Joseph Franck has voting and disposition rights on behalf of Fawdon Investments, Ltd.
(k) Scott Flamm has voting and disposition rights on behalf of Flamm Family Partners LP.
(l) Frederick Berdon has voting and disposition rights on behalf of Fred Berdon Co., LP.
(m) Howard Kaye, the managing partner, has voting and disposition rights on behalf of Kay Family Fund.
(n) Pershing IMS has voting and disposition rights on behalf of IRA FBO / Walter S. Grossman.
(o) Albert Chabot has voting and disposition rights on behalf of MEA Group
(p) Yacov Reizman and Leon Recanati have voting and disposition rights on behalf of New Bank Ltd.
(q) Shoshana Loeb has voting and disposition rights on behalf of Open Venturs, LLC.
(r) Jeff Davidowitz has voting and disposition rights on behalf of Penn Footwear Retirement Trust.
(s) Eric Richardson has voting and disposition rights on behalf of RP Capital, LLC.
(t) Edwin Mecabe and Tai May Lee jointly have voting and disposition rights on behalf of SRB Capital LLC.
(u) Nathan Low, Marilyn Adler and Amnon Mandelbaum are the managers of Level Counter, LLC, the general partner of Sunrise Equity Partners, L.P. The unanimous vote of such managers is required for voting and disposition rights.
(v) Walter Schenker and Steven Slawson have voting and disposition rights on behalf of Titan Capital Management LLC.
(w) Morten Kiellan has voting and disposition rights on behalf of Trinita, LLC.
(x) Nathan Low has voting and disposition rights on behalf of Sunrise Securities Corp.
(y) Nathan Low is a trustee.
(z) Avit Heifetz has voting and disposition rights on behalf of A. Heifetz Technologies Ltd.
(aa) James L. Melcher has voting and disposition rights on behalf of Balestra Spectrum Partners, LLC.
(bb) Robert Brown, Scott Rosenblatt, Edward G. Reitler and John Watkins have voting and disposition rights on behalf of Reitler Brown Holdings, LLC.
(cc) Robert Harvey has voting and disposition rights on behalf of Harvest Advaxis,, LLC.
(1) Reflects 35,395 shares of common stock 44,205 warrants to purchase shares of common stock.
(2) Reflects 87,108 shares of common stock and 87,108 warrants to purchase shares of common stock.
(3) Reflects 174,216 shares of common stock and 174,216 warrants to purchase shares of common stock.
(4) Reflects 696,864 shares of common stock and 696,864 warrants to purchase shares of common stock.
(5) Reflects 355,528 shares of common stock, 413,441 warrants to purchase shares of common stock and 91,567 options exercisable for shares of common stock.
(5)(a) Reflects355,528 shares of common stock and 355,528 warrants to purchase shares of common stock
(5) (b) Carmel Ventures, Inc. has performed consulting services for us and is owned by Roni Appel, our chief financial officer, director and principal shareholder.
(6) Reflects 52,833 shares of common stock and 52.883 warrants to purchase shares of common stock.
(7) Reflects 87,297 shares of common stock and 109,074 warrants to purchase shares of common stock.
(7) (a) Reflects 87,297 shares of common stock and 87,297 warrants to purchase shares of common stock.
(8) Reflects 271,260 shares of common stock and 219,973 warrants to purchase shares of common stock.
(8) (a) Reflects 271,260 shares of common stock and 211,063 warrants to purchase shares of common stock.
(9) Reflects 522,648 shares of common stock and 522,648 warrants to purchase shares of common stock.
(10) Reflects 244,933 shares of common stock and 115,320 warrants to purchase shares of common stock.
(10) (a) Reflects 266,933.shares of common stock and 93,046 warrants to purchase shares of common stock.
(11) Reflects 348,432 shares of common stock and 348,432 warrants to purchase shares of common stock.
(12) Reflects 1,742,160 shares of common stock and 1,742,160 warrants to purchase shares of common stock.
(13) Reflects 106,272 shares of common stock and 248,827 warrants to purchase shares of common stock.
(13) (a) Reflects 106,272 shares of common stock and 106,272 warrants to purchase shares of common stock.
(14) Reflects 2,585,094 shares of common stock and 45,141 warrants to purchase shares of common stock.
(14) (a) Reflects 2,621,325 shares of common stock and 36,231 warrants to purchase shares of common stock.
(14) (b) The general partner of Flamm Family Partners is Scott Flamm a director and principal shareholder.
(15) Reflects 35,511 shares of common stock and 44,421 warrants to purchase shares of common stock.
(15) (a) Reflects 35,511 shares of common stock and 35,511 warrants to purchase shares of common stock.
(16) Reflects 261,324 shares of common stock and 261,324 warrants to purchase shares of common stock.
(17) Reflects 70,093 shares of common stock and 87,515 warrants to purchase shares of common stock.
(17) (a) Reflects 70,093 shares of common stock and 70,093 warrants to purchase shares of common stock.
(18) Reflects 295,766 shares of common stock and 1,172,767 options to purchase shares of common stock and 368,815 shares of common stock issuable upon exercise of warrants.
(18) (a) Reflects 295,766 shares of common stock and 295,766 warrants to purchase shares of common stock.
(18) (b) Mr. Derbin is one of our directors and the chief executive officer.

(19) Reflects 56,349 options to purchase shares of common stock, 36,551 warrants to purchase shares of common stock and 2,820,576 shares of common stock but does not reflect 147,716 warrants to purchase shares of common stock because such warrants are not currently exercisable within the next 60 days.

(19) (a) Reflects 2,820,576 shares of common stock and 14,7716 warrants to purchase shares of common stock.

(19) (b) Dr. Patton is one of our directors.

(20) Reflects 17,430 shares of common stock and 21,785 warrants to purchase shares of common stock.

(20) (a) Reflects 17,430 shares of common stock and 17,430 warrants to purchase shares of common stock.

(21) Reflects 35,865 shares of common stock and 44,775 warrants to purchase shares of common stock.

(21) (a) Reflects 35,865 shares of common stock and 35,865 warrants to purchase shares of common stock.

(22) Reflects 89,663 shares of common stock and 111,937 warrants to purchase shares of common stock.

(22) (a) Reflects 89,663 shares of common stock and 89,663 warrants to purchase shares of common stock.

(23) Reflects 98,664 shares of common stock and 98,664 warrants to purchase shares of common stock.

(24) Reflects 126,658 shares of common stock and 157,842 warrants to purchase shares of common stock.

(24) (a) Reflects 126,658 shares of common stock and 126,658 warrants to purchase shares of common stock.

(25) Reflects 35,180 shares of common stock and 43,981 warrants to purchase shares of common stock.

(25) (a) Reflects 35,180 shares of common stock and 35,180 warrants to purchase shares of common stock.

(26) Reflects 35,401 shares of common stock and 44,311 warrants to purchase shares of common stock.

(26) (a) Reflects 35,401 shares of common stock and 35,401 warrants to purchase shares of common stock.

(27) Reflects 2,522,164 shares of common stock and 73,029 warrants to purchase shares of common stock..

(27) (a) Reflects 2,522,164 shares of common stock and 58,580 warrants to purchase shares of common stock

(27) (b) Mr. Appel is one of our directors and our chief financial officer and owner of Carmel Ventures, Inc., one of our stockholders and is employed by LVEP Management, LLC one of our consultants.

(28) Reflects 125,772 shares of common stock, 156,956 warrants to purchase shares of common stock and 91,567 options.

(28) (a) Reflects 125,772 shares of common stock and 125,772 warrants to purchase shares of common stock.

(28) (b) Mr. Flamm is one of our directors and also the general partner of Flamm Family Partners, one of our stockholders and is the beneficial owner of LVEP Management, LLC one of our consultants.

(29) Reflects 179,290 shares of common stock, 82,763 options and 112,823 warrants to purchase shares of common stock.

(29) (a) Reflects 179,290 shares of common stock and 90,549 warrants to purchase shares of common stock.

(29) (b) Mr. McKearn is one of our directors.

(30) Refelcts 704,365 shares of common stock and 169,048 options to purchase shares of common stock.

(31) Reflects 1,094,020 shares of common stock and warrants to purchase 672,539 shares of common stock, all of which securities were received as compensation in the ordinary course of business of the Selling Stockholder's employer, Sunrise Securities Corp. as Placement Agent.

(32) Reflects 119,466 shares of common stock and 74,727 warrants to purchase shares of common stock, all of which securities were received as compensation in the ordinary course of business of the Selling Stockholder's employer, Sunrise Securities Corp. as Placement Agent.

(33) Reflects 97,561 shares of common stock and 97,561 warrants to purchase shares of common stock which securities were purchased in the private placement. In addition, includes 187,650 warrants to purchase common stock, which securities were received as compensation for consulting services rendered to Sunrise Securities Corp., the Company's Placement Agent. Dr. Filer is a consultant to Sunrise Securities Corp.

(34) Reflects 2,070 shares of common stock and 2,070 warrants to purchase shares of common stock, all of which securities were received as compensation in the ordinary course of business of the Selling Stockholder's employer, Sunrise Securities Corp. as Placement Agent.

(35) Reflects 1,124,253 shares of common stock owned by Mr. Low and warrants to purchase 761,971 shares of common stock owned by Mr. Low, all of which securities were received as compensation in the ordinary course of business of the Selling Stockholder's employer, Sunrise Capital as Placement Agent.

(36) Reflects 80,488 shares of common stock and 73,170 warrants to purchase shares of common stock, all of which securities were received as compensation in the ordinary course of business of the Selling Stockholder's employer, Sunrise Securities Corp. as Placement Agent.

(37) Reflects 383,275 shares of common stock and 348,432 warrants to purchase shares of common stock. Nathan Low is the sole director and stockholder, with 100% beneficial ownership and voting and disposition rights.

(37) (a) Our placement agent in connection with the Private Placement discussed in this prospectus.

(38) Reflects 160,976 shares of common stock and 146,341 warrants to purchase shares of common stock, all of which securities were received as compensation in the ordinary course of business of the Selling Stockholder's employer, Sunrise Securities Corp. as Placement Agent.

(38) (a) Sunrise Foundation Trust is a charitable trust of which Nathan Low, owner of Sunrise Securities Corp., is a trustee.

(39) Reflects 60,000 warrants to purchase shares of common stock.

(39) (a) Reitler Brown Holdings, LLC is an affiliate of our legal counsel in connection with this prospectus.

(40) Reflects 3,832,753 shares of common stock and warrant to purchase 3,832,753 shares of common stock.

**Blue Sky**

Thirty-five states have what is commonly referred to as the "standard manual exemption" for secondary trading of securities such as those to be resold by selling stockholders under this registration statement. In these states, so long as we obtain and maintain a listing in one of the commonly accepted standard manuals e.g. Standard and Poor's Corporate Manual, and the manual sets forth certain information: (1) the names of our officers and directors, (2) our balance sheet, and (3) our profit and loss statement for either the fiscal year preceding the balance sheet or for the most recent fiscal year of operations, secondary trading can occur without any filing, review or approval by state regulatory authorities in these states. These states are: Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, District of Columbia, Delaware, Hawaii, Idaho, Indiana, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Nebraska, Nevada, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, Texas, Utah, Washington, West Virginia, and Wyoming. We cannot secure this listing, and thus this qualification, until after this registration statement is declared effective. Once we secure this listing, secondary trading can occur in these states without further action.

We currently do not intend to and may not be able to qualify securities for resale in other states which require shares to be qualified before they can be resold by our stockholders; provided however that we intend to take appropriate action to qualify securities for resale in the State of New York.

We are required to pay certain fees and expenses incurred by us incident to the registration of the shares. We have agreed to indemnify the selling stockholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act of 1933.

Because selling stockholders may be deemed to be "underwriters" within the meaning of the Securities Act of 1933, they will be subject to the prospectus delivery requirements of the Securities Act of 1933. In addition, any securities covered by this prospectus which qualify for sale pursuant to Rule 144 under the Securities Act of 1933 may be sold under Rule 144 rather than under this prospectus. Each selling stockholder has advised us that they have not entered into any agreements, understandings or arrangements with any underwriter or broker-dealer regarding the sale of the resale shares. There is no underwriter or coordinating broker acting in connection with the proposed sale of the resale shares by the selling stockholders.

We agreed to keep this prospectus effective until the earlier of the date which is three years after this registration has been declared effective by the SEC, or such earlier date as of which all of the common stock registered for resale hereunder has been sold. The resale shares will be sold only through registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in certain states, the resale shares may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

Under applicable rules and regulations under the Securities Exchange Act of 1934, any person engaged in the distribution of the resale shares may not simultaneously engage in market making activities with respect to our common stock for a period of two business days prior to the commencement of the distribution. In addition, the selling stockholders will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including Regulation M, which may limit the timing of purchases and sales of shares of our common stock by the selling stockholder or any other person. We will make copies of this prospectus available to the selling stockholders and have informed them of the need to deliver a copy of this prospectus to each purchaser at or prior to the time of the sale.

## DESCRIPTION OF CAPITAL STOCK OF THE COMPANY

### General

At the date hereof we are authorized by our articles of incorporation to issue an aggregate of 500,000,000 shares of common stock, par value $0.001 per share and 5,000,000 shares of “blank check” preferred stock, par value $0.001 per share. 37,686,427 shares of common stock are outstanding and held of record by 83 stockholders and no shares of convertible preferred stock will be outstanding.

### Common Stock

Holders of common stock are entitled to one vote for each share held of record on each matter submitted to a vote of stockholders. There is no cumulative voting for the election of directors. Subject to the prior rights of any class or series of preferred stock which may from time to time be outstanding, if any, holders of common stock are entitled to receive ratably, dividends when, as, and if declared by our board of directors out of funds legally available for that purpose and, upon our liquidation, dissolution, or winding up, are entitled to share ratably in all assets remaining after payment of liabilities and payment of accrued dividends and liquidation preferences on the preferred stock, if any. Holders of common stock have no preemptive rights and have no rights to convert their common stock into any other securities. The outstanding common stock is validly authorized and issued, fully-paid and nonassessable.

The shares of common stock offered in this prospectus have been fully paid and not liable for further call or assessment. Holders of the common stock do not have cumulative voting rights, which means that the holders of more than one half of the outstanding shares of common stock, subject to the rights of the holders of the preferred stock, if any, can elect all of our directors, if they choose to do so. In this event, the holders of the remaining shares of common stock would not be able to elect any directors. Except as otherwise required by Colorado law, and subject to the rights of the holders of preferred stock, if any, all stockholder action is taken by the vote of a majority of the outstanding shares of common stock voting as a single class present at a meeting of stockholders at which a quorum consisting of a majority of the outstanding shares of common stock is present in person or proxy.

### Preferred Stock

We are authorized to issue up to 5,000,000 shares of “blank check” preferred stock. Preferred stock may be issued in one or more series and having the rights, privileges and limitations, including voting rights, conversion privileges and redemption rights, as may, from time to time, be determined by the board of directors. Preferred stock may be issued in the future in connection with acquisitions, financings, or other matters as the board of directors deems appropriate. In the event that any shares of preferred stock are to be issued, a certificate of designation containing the rights, privileges and limitations of such series of preferred stock shall be filed with the Secretary of State of the State of Colorado. The effect of such preferred stock is that, subject to Federal securities laws and Colorado law, the board of directors alone, may be able to authorize the issuance of preferred stock which could have the effect of delaying, deferring, or preventing a change in control of the Company without further action by the stockholders, and may adversely affect the voting and other rights of the holders of the common stock. The issuance of preferred stock with voting and conversion rights may also adversely affect the voting power of the holders of common stock, including the loss of voting control to others.

### Stock Symbol; Trading of common stock

Our stock is traded on the OTC Bulletin Board under the symbol ADXS. The closing bid price on January 4, 2006 was $0.20.

**Transfer Agent and Registrar**

The transfer agent and registrar for the common stock is Securities Transfer Corporation, 2591 Dallas Parkway, Suite 102, Frisco, TX 75034.

**Directors' Limitation of Liability**

Our articles of incorporation and by-laws include provisions to (1) indemnify the directors and officers to the fullest extent permitted by the Colorado Revised Statutes, including circumstances under which indemnification is otherwise discretionary and (2) eliminate the personal liability of directors and officers for monetary damages resulting from breaches of their fiduciary duty, except for liability for breaches of the duty of loyalty, acts, or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, violations under Section 7-108-704 of Colorado Law, or for any transaction from which the director derived an improper personal benefit. We believe that these provisions are necessary to attract and retain qualified persons as directors and officers.

We will enter into an indemnification agreement with each of our directors which provides that we will indemnify our directors and advance expenses to our directors, to the extent permitted by the laws of the State of Colorado.

We have directors and officers liability insurance in an amount of $3 million.

Insofar as indemnification for liability arising under the Securities Act of 1933 may be permitted to our directors, officers and controlling persons as stated in the foregoing provisions or otherwise, we have been advised that, in the opinion of the SEC, this indemnification is against public policy as expressed in the Act and is, therefore, unenforceable.

## SHARES OF THE COMPANY ELIGIBLE FOR FUTURE SALE

Prior to the date of this prospectus, there has been a limited public market for our common stock. Sales of substantial numbers of shares of our common stock in the public market following this Offering, or the perception that such sales may occur, could adversely affect prevailing market prices of our shares.

Assuming no exercise of options outstanding, or up 671,994 warrants to purchase shares of our common stock, and assuming exercise of 19,630,588 warrants to purchase shares of our common stock, there are 56,730,045 shares of our common stock issued and outstanding as of the date of this prospectus. These shares of common stock will be deemed to be "*restricted securities*" under Rule 144. Restricted securities may only be sold in the public market pursuant to an effective registration statement under the Act or pursuant to an exemption from registration under Rule 144, Rule 701 or Rule 904 under the Act. These rules are summarized below.

**Eligibility of Restricted Shares for Sale in the Public Market**

As of the date of this prospectus 48,257,540 are eligible for sale under Rule 144 in 2005, 1,069,491 shares of common stock may be eligible for resale under Rule 144 on January 4, 2006, 7,665,606 shares of common stock may be eligible for resale under Rule 144 on January 12, 2006, and 409,401 shares of common stock may be elgible for resale under Rule 144 on May 10, 2006, in each case subject to volume, manner of sale and other limitations under Rule 144.

All shares of Common Stock of shareholders whose shares are included in the foregoing calculations are included in the shares of Common Stock being registered in this Registration Statement.

**Rule 144**

In general, under Rule 144 as currently in effect, a person who has beneficially owned shares of common stock for at least one year is entitled to sell within any three-month period a number of shares that does not exceed the greater of:

- 1.0% of the number of shares of common stock outstanding, which is approximately 376,864 shares of common stock; or
- the average weekly trading volume of the shares of common stock during the four calendar weeks preceding the filing of a notice on Form 144 in connection with the sale.

Sales under Rule 144 are also subject to manner of sale provisions and notice requirements and to the availability of current public information about us. In addition, under Rule 144(k) as currently in effect, a person:

- who is not considered to have been one of our affiliates at any time during the 90 days preceding a sale; and
- who has beneficially owned the shares proposed to be sold for at least two years, including the holding period of any prior owner other than an affiliate,

is entitled to sell his shares without complying with the manner of sale, public information, volume limitation or notice provisions of Rule 144.

**Rule 701**

In general, under Rule 701, any of our employees, directors, officers, consultants, or advisors (other than affiliates) who purchased shares of common stock from us under a compensatory stock option plan or other written agreement before the closing of the Share Exchange is entitled to resell these shares. These shares can be resold 90 days after the effective date of the Share Exchange in reliance on Rule 144, without having to comply with restrictions, including the holding period, contained in Rule 144. However, the 2004 Plan has a lock-up provision and shares issued under it are not eligible for resale at this time. Pursuant to such lock-up provision any common stock or other equity securities issued or issuable upon exercise of an option may not be sold, transferred or disposed of until the earlier of (i) the date that this registration statement has been filed with and declared effective by the SEC, and (ii) November 12, 2005, unless (a) such sale, transfer or distribution is approved in writing by a majority of the investors in the Private Placement, and (b) the transferee of such sold, transferred or distributed securities agrees in writing to be bound by the terms of such lock-up provision to the same extent as if they had originally been a party hereto.

The Securities and Exchange Commission has indicated that Rule 701 will apply to typical share options granted by an issuer before it becomes subject to the reporting requirements of the Securities Exchange Act of 1934, along with the shares acquired upon exercise of these options, including exercises after the date of this prospectus. Securities issued in reliance on Rule 701 are restricted securities and, subject to the contractual restrictions described above, beginning 90 days after the date of this prospectus, may be sold:

- by persons other than affiliates subject only to the manner of sale provisions of Rule 144; and

- by affiliates under Rule 144 without compliance with its one year minimum holding period requirement.

**Options**

We have filed a registration statement on Form S-8 under the Act to register 2,381,525 shares of common stock reserved for issuance under our 2004 Stock Option Plan. The registration statement on Form S-8 will become effective automatically upon filing. As of the date of this prospectus, options to purchase 2,140,339 shares of common stock were issued and outstanding, of which options to purchase approximately 1,715,496 shares of common stock had vested and had not been exercised. Shares of common stock issued upon exercise of a share option and registered under the Form S-8 registration statement will, subject to vesting provisions and Rule 144 volume limitations applicable to our affiliates and the lock-up provision described above, be available for sale in the open market immediately.

We intend to file a registration statement on Form S-8 under the Act to register 5,600,000 shares of common stock reserved for issuance under our 2005 Stock Option Plan. The registration statement on Form S-8 will become effective automatically upon filing. As of the date of this prospectus, options to purchase 2,702,140 shares of common stock were issued and outstanding, of which options to purchase approximately 740,501 shares of common stock have vested and have not been exercised. Shares of common stock issued upon exercise of a share option and registered under the Form S-8 registration statement will, subject to vesting provisions and Rule 144 volume limitations applicable to our affiliates and the lock-up provision described above, be available for sale in the open market immediately.

**Lock Up of Certain Shares**

At the date of this prospectus, none of our shares are subject to a lock up agreement.

## PLAN OF DISTRIBUTION

The selling stockholders, and any of their pledgees, asignees and successors-in-interest, may from time to time, sell any or all of their shares of our common stock on any stock exchange, market or trading facility on which the shares are traded or in private transactions. These sales may be at fixed or negotiated prices. The selling stockholders may use any one or more of the following methods when selling shares:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits Investors;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales (other than short sales established prior to the effectiveness of the Registration Statement to which this Prospectus is a part)
- broker-dealers may agree with the Selling Stockholders to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The selling stockholders may also sell shares under Rule 144 under the Securities Act of 1933, if available, rather than under this prospectus.

Broker-dealers engaged by selling stockholders may arrange for other broker-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the selling stockholders (or, if any broker-dealer acts as agent for the purchaser of shares, from the purchaser) in amounts to be negotiated. Each selling stockholder does not expect these commissions and discounts relating to its sales of shares to exceed what is customary in the types of transactions involved.

The selling stockholders may from time to time pledge or grant a security interest in some or all of the registrable securities owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell shares of common Stock from time to time under this prospectus, or under an amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act of 1933 amending the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus.

Upon us being notified in writing by a selling stockholder that any material arrangement has been entered into with a broker-dealer for the sale of common stock through a block trade, special offering, exchange distribution or secondary distribution or a purchase by a broker or dealer, a supplement to this prospectus will be filed, if required, pursuant to Rule 424(b) under the Securities Act of 1933, disclosing (i) the name of each such selling stockholder and of the participating broker-dealer(s), (ii) the number of shares involved, (iii) the price at which such the shares of common stock were sold, (iv) the commissions paid or discounts or concessions allowed to such broker-dealer(s), where applicable, (v) that such broker-dealer(s) did not conduct any investigation to verify the information set out in this prospectus, and (vi) other facts material to the transaction. In addition, upon us being notified in writing by a selling stockholder that a donee or pledge intends to sell more than 500 shares of common stock, a supplement to this prospectus will be filed if then required in accordance with applicable securities law.

The selling stockholders also may transfer the shares of common stock in other circumstances, in which case the transferees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

The selling stockholders and any broker-dealers or agents that are involved in selling the shares may be deemed to be "underwriters" within the meaning of the Securities Act of 1933 in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the shares purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act of 1933. Each selling stockholder has represented and warranted to us that it does not have any agreement or understanding, directly or indirectly, with any person to distribute the common stock.

We are required to pay all fees and expenses incident to the registration of the shares. We have agreed to indemnify the selling stockholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act of 1933.

## LEGAL MATTERS

The validity of the common stock offered by this prospectus will be passed upon for us by Jody M. Walker, Esq.

## EXPERTS

The financial statements appearing in this prospectus and registration statement have been audited by Goldstein Golub Kessler LLP, independent accountants; to the extent and for the periods indicated in their report appearing elsewhere herein, and are included in reliance upon such report and upon the authority of such firms as experts in accounting and auditing.

## ADDITIONAL INFORMATION

We filed with the SEC a registration statement on Form SB-2 under the Securities Act of 1933 for the shares of common stock in this offering. This prospectus does not contain all of the information in the registration statement and the exhibits and schedule that were filed with the registration statement. For further information with respect to us and our common stock, we refer you to the registration statement and the exhibits that were filed with the registration statement. Statements contained in this prospectus about the contents or any contract or any other document that is filed as an exhibit to the registration statement are not necessarily complete, and we refer you to the full text of the contract or other document filed as an exhibit to the registration statement. A copy of the registration statement and the exhibits and schedules that were filed with the registration statement may be inspected without charge at the Public Reference Room maintained by the SEC at 450 Fifth Street, N.W., Washington, DC 20549, and copies of all or any part of the registration statement may be obtained from the SEC upon payment of the prescribed fee. Information regarding the operation of the Public Reference Room may be obtained by calling the SEC at 800-SEC-0330. The SEC maintains a web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC. The address of the site is www.sec.gov.

We are subject to the information and periodic reporting requirements of the Securities Exchange Act of 1934, and in accordance with the Securities Exchange Act of 1934, we file annual, quarterly and special reports, and other information with the SEC. These periodic reports, and other information are available for inspection and copying at the regional offices, public reference facilities and website of the SEC referred to above.

**FINANCIAL STATEMENTS**

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Board of Directors of
Advaxis, Inc.

We have audited the accompanying balance sheet of Advaxis, Inc. (a development stage company) as of October 31, 2005 the related statements of operations, shareholders' equity (deficiency), and cash flows for the year ended December 31, 2003, the period from January 1, 2004 to October 31, 2004, the year ended October 31, 2005 and the period from March 1, 2002 (inception) to October 31, 2005. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Advaxis, Inc. as of October 31, 2005 the results of its operations and its cash flows for the year ended December 31, 2003, the period from January 1, 2004 to October 31, 2004, the year ended October 31, 2005 and the period from March 1, 2002 (inception) to October 31, 2005 in conformity with United States generally accepted accounting principles.

/s/ GOLDSTEIN GOLUB KESSLER LLP
GOLDSTEIN GOLUB KESSLER LLP
New York, New York

November 29, 2005

**ADVAXIS, INC.**
**(a development stage company)**
**BALANCE SHEET**

| | | October 31, 2005 |
|---|---|---|
| **ASSETS** | | |
| Current Asset - cash | $ | 2,075,206 |
| Fixed Assets (net of depreciation) | | 73,145 |
| Intangible Assets (net of amortization) | | 751,088 |
| Other Assets | | 4,600 |
| **Total Assets** | $ | 2,904,039 |
| | | |
| **LIABILITIES AND SHAREHOLDERS' EQUITY** | | |
| | | |
| Current Liabilities: | | |
| Accounts payable | $ | 651,887 |
| Notes payable, current portion | | 57,577 |
| **Total current liabilities** | | 709,464 |
| | | |
| Notes Payable, net of current portion | | 443,000 |
| **Total liabilities** | | 1,152,464 |
| | | |
| Commitments and Contingencies | | |
| | | |
| Shareholders' Equity (Deficiency): | | |
| Common stock - $0.001 par value; authorized 500,000,000 shares, issued and outstanding 37,686,427 shares at October 31, 2005 | | 37,686 |
| Additional paid-in capital | | 5,178,319 |
| Deficit accumulated during the development stage | | (3,464,430) |
| | | |
| **Shareholders' equity** | | 1,751,575 |
| **Total Liabilities and Shareholders' Equity** | $ | 2,904,039 |

The accompanying notes and the report of independent registered public accounting firm should be read in conjunction with the financial statements.

**ADVAXIS, INC.**
**(a development stage company)**
**STATEMENT OF OPERATIONS**

| | Year ended December 31, 2003 | Ten Month Period ended October 31, 2004 | Year ended October 31, 2005 | Period from March 1, 2002 (inception) to October 31, 2005 |
|---|---|---|---|---|
| Revenue | $ 4,000 | $ 116,406 | $ 552,868 | $ 674,297 |
| Research and development expenses | $ 491,508 | 125,942 | 1,175,536 | 1,843,884 |
| General and administrative expenses | 405,568 | 524,368 | 1,219,792 | 2,266,731 |
| Interest Income (expense) | (17,190) | (4,229) | 36,671 | 15,251 |
| Other income | 521 | 57 | | 521 |
| Net loss | (909,745) | (538,076) | (1,805,789) | (3,420,546) |
| Dividends attributed to preferred stock | | 43,884 | | 43,884 |
| Net loss applicable to common stock | $ (909,745) | $ (581,960) | $ (1,805,789) | $ (3,464,430) |
| Basic and diluted net loss per share | $ (0.06) | ($0.04) | ($0.05) | |
| Weighted-average number of shares; basic and diluted | 15,597,723 | 15,597,723 | 35,783,666 | |

The accompanying notes and the report of independent registered public accounting firm should be read in conjunction with the financial statements.

**Period from March 1, 2002 (inception) to October 31, 2005**

| | Preferred Stock | | Common Stock | | Additional Paid-in Capital | Deficit Accumulated During the Development Stage | Shareholders' Equity (Deficiency) |
|---|---|---|---|---|---|---|---|
| | Number of Shares Outstanding | Amount | Number of shares outstanding | Amount | | | |
| Preferred stock issued | 3,418.18 | $ 235,000 | | | | | $ 235,000 |
| Common Stock Issued | | | 40,000 | 40 | (40) | | |
| Options granted to consultants and professionals | | | | | 10,493 | | 10,493 |
| Net Loss | | | | | | (166,936) | (166,936) |
| Retroactive restatement to reflect recapitalization on November 12, 2004 | (-3,418.18) | (-235,000) | 15,557,723 | 15,558 | 219,442 | | |
| Balance at December 31, 2002 | | | 15,597,723 | 15,598 | 229,895 | (166,936) | 78,557 |
| Note payable converted into preferred stock | 232.27 | 15,969 | | | | | 15,969 |
| Options granted to consultants and professionals | | | | | 8,484 | | 8,484 |
| Net loss | | | | | | (909,745) | (909,745) |
| Retroactive restatement to reflect recapitalization on November 12, 2004 | (-232.27) | (-15,969) | | | 15,969 | | |
| Balance at December 31, 2003 | - 0 - | - 0 - | 15,597,723 | 15,598 | 254,348 | (1,076,681) | (806,735) |
| Stock dividend on preferred stock | 638.31 | 43,884 | | | | (43,884) | |
| Net loss | | | | | | (538,076) | (538,076) |
| Options granted to consultants and professionals | | | | | 5,315 | | 5,315 |
| Retroactive restatement to reflect recapitalization on November 12, 2004 | (638.31) | (43,884) | | | 43,884 | | |
| Balance at October 31, 2004 | - 0 - | - 0 - | 15,597,723 | 15,598 | 303,547 | (1,658,641) | (1,339,496) |

The accompanying notes and the report of independent registered public accounting firm should be read in conjunction with the financial statements.

| | Preferred Stock | | Common Stock | | Additional Paid-in Capital | Deficit Accumulated During the Development Stage | Shareholders' Equity (Deficiency) |
|---|---|---|---|---|---|---|---|
| | Number of Shares Outstanding | Amount | Number of shares outstanding | Amount | | | |
| Common Stock issued to Placement Agent on recapitalization | | | 752,600 | 753 | (753) | | |
| Effect of recapitalization | | | 752,600 | 753 | (753) | | |
| Options granted to consultants and professionals | | | | | 64,924 | | 64,924 |
| Conversion of Note payable to Common Stock | | | 2,136,441 | 2,136 | 611,022 | | 613,158 |
| Issance of Common Stock for cash, net of shares to Placement Agent | | | 17,450,693 | 17,451 | 4,335,549 | | 4,353,000 |
| Issuance of common stock to consultants | | | 586,970 | 587 | 166,190 | | 166,777 |
| Issuance of common stock in connection with the registration statement | | | 409,401 | 408 | 117,090 | | 117,498 |
| Issuance Costs | | | | | (329,673) | | (329,673) |
| Net loss | | | | | | (1,805,789) | (1,805,789) |
| Restatement to reflect recapitalization on November 12, 2004 including cash paid of $44,940 | | | | | (88,824) | | (88,824) |
| **Balance at October 31, 2005** | **$ - 0 -** | **$ - 0 -** | **37,686,428** | **37,686** | **5,178,319** | **(3,464,430)** | **1,751,575** |

The accompanying notes and the report of independent registered public accounting firm should be read in conjunction with the financial statements.

**ADVAXIS, INC.**
**(a development stage company)**
**STATEMENT OF CASH FLOWS**

| | Year ended December 31, 2003 | Tenth Month Period ended October 31 2004 | Year ended October 31, 2005 | Period from March 1, 2002 (inception) to October 31, 2005 |
|---|---|---|---|---|
| Cash flows from operating activities: | | | | |
| Net loss | $(909,745) | $(538,076) | $(1,805,789) | $(3,420,546) |
| Adjustments to reconcile net loss to net cash provided by (used in) operating activities: | | | | |
| Value assigned to options given as payment to consultants and professionals | 8,484 | 5,315 | 64,924 | 89,217 |
| Amortization expense | 3,171 | 15,818 | 33,669 | 52,658 |
| Depreciation expense | | | 7,432 | 7,432 |
| Accrued interest on Notes Payable | | | 12,308 | 12,308 |
| Non cash Charges | | | 166,777 | 166,777 |
| Value of Penalty Shares Issued | | | 117,498 | 117,498 |
| Increase in Other Assets | | | (4,600) | (4,600) |
| Increase (decrease) in accounts payable | 933,111 | 80,307 | (132,149) | 967,093 |
| **Net cash provided by (used in) operating activities** | 35,021 | (436,636) | (1,539,930) | (2,012,163) |
| CASH FLOWS USED IN INVESTING ACTIVITIES: | | | | |
| Cash paid on acquisition of Great Expectations | | | (44,940) | (44,940) |
| Cost of Furniture & Equipment | | | (80,577) | (80,577) |
| Cost of Intangible Assets | (277,243) | (124,469) | (314,953) | (716,665) |
| Net cash used in Investing Activities | (277,243) | (124,469) | (440,470) | (842,182) |
| Cash flows from financing activities: | | | | |
| Proceeds from notes payable | 85,000 | 546,224 | | 671,224 |
| Net proceeds on issuance of preferred stock | | | | 235,000 |
| Net Proceeds on Issuance of Common Stock | | | 4,023,327 | 4,023,327 |
| **Cash provided by financing activities** | 85,000 | 546,224 | 4,023,327 | 4,896,732 |
| Net increase (decrease) in cash | (157,222) | (14,881) | 2,042,927 | 2,075,206 |
| Cash at beginning of period | 204,382 | 47,160 | 32,279 | |
| Cash at end of period | $ 47,160 | $ 32,279 | $ 2,075,206 | $ 2,075,206 |
| SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES: | | | | |
| Common Stock issued to founders | | | | $ 40 |
| Notes Payable and Accrued Interest Converted to Preferred Stock | $ 15,969 | | | $ 15,969 |
| Stock Dividend on Preferred Stock | | $ 43,884 | | $ 43,884 |
| Notes Payable and Accrued Interest Converted to Common | | | $ 613,158 | $ 613,158 |
| Intangible Assets Acquired with Notes Payable | | $ 360,000 | | $ 360,000 |

The accompanying notes and the report of independent registered public accounting firm should be read in conjunction with the financial statements.

**1. PRINCIPAL BUSINESS ACTIVITY AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:**

Advaxis, Inc. (the "Company") was incorporated in 2002 and is a biotechnology company researching and developing new cancer-fighting techniques. The Company is in the development stage and its operations are subject to all of the risks inherent in an emerging business enterprise.

As shown in the financial statements, the Company has incurred losses from operations, which raise doubt as to the ability of the Company to continue as a going concern. Although we believe that the net proceeds received by us from the Private Placement and the private offerings will be sufficient to finance our currently planned operations for approximately the next 12 to 24 months, we do not believe that these amounts will be sufficient to meet our longer-term cash requirements or our cash requirements for the commercialization of any of our existing or future product candidates. We will be required to issue equity or debt securities or to enter into other financial arrangements, including relationships with corporate and other partners, in order to raise additional capital. Depending upon market conditions, we may not be successful in raising sufficient additional capital for our long-term requirements. In such event, our business, prospects, financial condition and results of operations could be materially adversely affected.

In accordance with Securities and Exchange Commission (SEC) Staff Accounting Bulletin (SAB) No. 104, revenue from license fees and grants is recognized when the following criteria are met; persuasive evidence of an arrangement exists, services have been rendered, the contract price is fixed or determinable, and collectibility is reasonably assured. In licensing arrangements, delivery does not occur for revenue recognition purposes until the license term begins. Nonrefundable upfront fees received in exchange for products delivered or services performed that do not represent the culmination of a separate earnings process will be deferred and recognized over the term of the agreement using the straightline method or another method if it better represents the timing and pattern of performance. Since its inception and through October 31, 2005, all of the Company’s revenues have been from grants. For the year ended October 31, 2005, 77% and 13% of the Company’s revenues were received from two grants, respectively. For the ten month period ended October 31, 2004, all of the Company’s revenue was received from one grant.

For revenue contracts that contain multiple elements, the Company will determine whether the contract includes multiple units of accounting in accordance with EITF No. 00-21, *Revenue Arrangements with Multiple Deliverables*. Under that guidance, revenue arrangements with multiple deliverables are divided into separate units of accounting if the delivered item has value to the customer on a standalone basis and there is objective and reliable evidence of the fair value of the undelivered item.

The Company maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits.

Intangible assets, which consist primarily of legal costs in obtaining trademarks and patents, are being amortized on a straight-line basis over 20 years.

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. An asset is considered to be impaired when the sum of the undiscounted future net cash flows expected to result from the use of the asset and its eventual disposition exceeds its carrying amount. The amount of impairment loss, if any, is measured as the difference between the net book value of the asset and its estimated fair value.

Basic loss per share is computed by dividing net loss by the weighted-average number of shares of common stock outstanding during the periods. Diluted earnings per share gives effect to dilutive options, warrants and other potential common stock outstanding during the period. Potential common stock has not been included in the computation of diluted loss per share, as the effect would be antidilutive.

Deferred income taxes are provided for the differences between the bases of assets and liabilities for financial reporting and income tax purposes. A valuation allowance is established when necessary to reduce deferred tax assets to the amount expected to be realized.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the use of estimates by management. Actual results could differ from these estimates.

The estimated fair value of the notes payable approximates the carrying amount based on the rates available to the Company for similar debt.

Accounts payable consists entirely of trade accounts payable.

Research and development costs are charged to expense as incurred.

In December 2004, the Financial Accounting Standards Board (“FASB”) issued Statement of Financial Accounting Standards (“SFAS”) No. 123R, “Share-Based Payment,” which establishes standards for the Accounting for transactions in which an entity exchanges its equity instruments for goods or services. A Key provision of this statement is the requirement of a public entity to measure the cost of employee services received in exchange for an award of equity instruments, including stock options, based on the grant-Dale fair market value of the award. That cost will be recognized over a period during which an employee is required to provide services in exchange for the award. This standard becomes effective in the Company’s net fiscal quarter. The Company cannot estimate the future impact on the financial statements from the implementation SFAS No. 123R.

Management does not believe that any other recently issued, but not yet effective, accounting standards if currently adopted would have a material effect on the accompanying financial statements.

The Company has elected to apply APB Opinion No. 25 and related interpretations in accounting for its stock options granted to employees and has adopted the disclosure-only provisions of SFAS No. 123. Had the Company elected to recognize compensation cost based on the fair value of the options granted at the grant date as prescribed by SFAS No. 123, the Company's net loss would have been as follows:

| | Year ended December 31, 2003 | 10 months ended October 31, 2004 | Year ended October 31 2005 | March 1, 2002 (date of inception) to October 31, 2005 |
|---|---|---|---|---|
| Net Loss as reported | $ (909,745) | $ (538,076) | $ (1,805,789) | $ (3,20,546) |
| Add: Stock based option expense included in recorded net income | 8,484 | 5,315 | 64,924 | 89,217 |
| Deduct stock option compensation expense determined under fair value based method | (41,407) | (75,334) | (200,942) | (328,176) |
| Adjusted Net Loss | $ (942,668) | $ (608,095) | ($1,941,807) | $ (3,659,505) |
| Net Loss per share as reported | $ (0.06) | $ (0.04) | ($0.05) | |
| Net Loss per share pro forma | $ (0.06) | $ (0.04) | ($0.05) | |

The Company accounts for nonemployee stock-based awards in which goods or services are the consideration received for the equity instruments issued based on the fair value of the equity instruments in accordance with the guidance provided in the consensus opinion of the Emerging Issues Task Force ("EITF") Issue 96-18, *Accounting for Equity Instruments that Are Issued to Other than Employees for Acquiring, or in Conjunction With Selling Goods or Services*.

**2. INTANGIBLE ASSETS:** Intangible assets consist of the following at October 31, 2005:

| | |
|---|---|
| Trademarks | $ 51,700 |
| Patents | 263,752 |
| License | 485,123 |
| Less: Accumulated Amortization | (49,487) |
| | $ 751,088 |

Estimated amortization expense is as follows:

| Year ending October 31, | |
|---|---|
| 2006 | $ 40,029 |
| 2007 | 40,029 |
| 2008 | 40,029 |
| 2009 | 40,029 |
| 2010 | 40,029 |

Amortization expense of intangibles amounted to $33,669 and $15,818 for the year ended October 31, 2005 and the ten-month period ended October 31, 2004, respectively.

**3. NOTES PAYABLE:** Notes payable consist of the following at October 31, 2005:

| | |
|---|---|
| Two notes payable with interest at 8% per annum, due on December 17, 2008. The lender has served notice demanding payment pursuant to the November 2004 recapitalization and financing | 57,577 |
| Note payable with no interest payable at the time of the closing of the Company's contemplated $5,000,000 equity financing | 75,000 |
| Note payable with no interest payable at the time of the closing of the Company's contemplated $5,000,000 equity financing | 8,000 |
| Note payable with no interest payable at December 15, 2006, or at the time of the closing of the Company's contemplated $5,000,000 equity financing | 130,000 |
| Note payable with no interest payable at December 15, 2007 or at the time of the closing of the Company's contemplated $8,000,000 equity financing | 230,000 |
| | 500,577 |
| Less current portion | 57,577 |
| | $443,000 |

Aggregate maturities of notes payable at October 31, 2005 are as follows:

| Year ending December 31, | |
|---|---|
| 2005 | 57,577 |
| 2006 | 213,000 |
| 2007 | 230,000 |
| | $ 500,577 |

**4. STOCK OPTIONS:**

The Company has adopted the Advaxis, Inc. 2002 Stock Option Plan (the "Plan"), which allows for grants up to 8,000 shares of the Company's common stock. This Plan was replaced by the Advaxis 2004 Option Plan, which allows for grants up to 2,381,525 shares of the Company's common stock. The board of directors adopted the 2005 stock option plan, which allows for grants up to 5,600,000 shares of the Company's common stock. The 2005 plan is subject to the approval of the Company's shareholders. Both the 2004 plan and the 2005 plan shall be administered and interpreted by the Company's board of directors.

Stock option activity during the periods indicated is as follows:

| | 2004 Plan | | 2005 Plan | | Total | |
|---|---|---|---|---|---|---|
| | Options Granted Under the 2004 plan | Weighted Average Exercise Price | Options Granted Under the 2005 plan | Weighted Average Exercise Price | Options Granted | Weighted Average Exercise Price |
| January 1, 2003 | 1,172,767 | $ 0.20 | | | 1,172,767 | $ 0.20 |
| Granted | 1,084,085 | | | | 1,084,085 | |
| Outstanding at December 31, 2003 | 2,256,852 | $ 0.22 | | | 2,256,852 | $ 0.22 |
| Granted | 132,419 | | | | 132,419 | |
| Outstanding at October 31, 2004 | 2,389,271 | $ 0.23 | | | 2,389,271 | $ 0.23 |
| Granted | 283,730 | $ 0.20 | 2,958,817 | $ 0.29 | 3,242,547 | $ 0.29 |
| Forfeited | 532,602 | $ 0.20 | 256,677 | $ 0.29 | 789,279 | $ 0.23 |
| Outstanding at October 31, 2005 | 2,140,399 | $ 0.24 | 2,702,140 | $ 0.29 | 4,842,539 | $ 0.27 |
| Vested and exercisable at October 31, 2005 | 1,715,496 | $ 0.24 | 740,501 | $ 0.29 | 2,455,997 | $ 0.25 |

At October 31, 2005, the weighted exercise prices and weighted-average remaining contractual life of outstanding options were $0.25 and 9 years, respectively.

The fair value of each option is estimated on the date of grant using the Black-Scholes option-pricing model with the following assumptions used for grants in 2004, 2003 and 2002: dividend yield of 0%; average risk-free interest rates of 6%; volatility of 30%; and an expected life of 10 years in each year.

On November 12, 2004, in connection with the recapitalization (see Note 8), the options granted under the 2003 option plan were canceled, and employees and consultants were granted options of Advaxis under the 2004 plan. The cancellation and replacement had no accounting consequence since the aggregate intrinsic value of the options immediately after the cancellation and replacement was not greater than the aggregate intrinsic value immediately before the cancellation and replacement, and the ratio of the exercise price per share to the fair value per share was not reduced. Additionally, the original options were not modified to accelerate vesting or extend the life of the new options. The table provided in this Note 4 reflects the options on a post recapitalization basis.

**5. SHAREHOLDERS' EQUITY:**

Prior to the recapitalization (see Note 8), the Company had convertible preferred stock with $.001 par value and 50,000 shares authorized. 6,000 of those shares were designated as Series A and 3,418.18, 3,650.45, and 3.640.45 were issued and outstanding at December 31, 2002, December 31, 2003 and October 31, 2004, respectively. The Company also had 100,000 shares authorized of
$.001 par value common stock with 40,000 shares issued and outstanding at December 31, 2002 and 2003, and at October 31, 2004.

The preferred stock and common stock amounts were retroactively restated to reflect the effects of the recapitalization on November 12, 2004 (see Note 8).

**6. COMMITMENTS AND CONTINGENCIES:**

Pursuant to multiple consulting agreements and a licensing agreement, the Company is contingently liable for the following:

The Company is obligated to pay $75,000 to its former patent counsel upon receiving financing of $5,000,000 or greater.

The Company is obligated to pay $8,000 to a consultant upon receiving financing of $5,000,000 or greater.

Under a license agreement, the Company is obligated to pay (a) $525,000 in aggregate, divided over a four-year period as a minimum royalty after the first commercial sale of a product. Such payments are not anticipated within the next five years. (b) The Company is also obligated to pay after the 6th anniversary of the licensing agreement, annual license maintenance fees of $125,000 per year. (c) Upon the achievement of the first sale of a product in certain fields, the Company shall be obligated to pay certain milestone payments, as follows: $2,500,000 shall be due for first commercial sale of the first product in the cancer field (of which $1,000,000 shall be paid within forty-five (45) days of the date of the first commercial sale, $1,000,000 shall be paid on the first anniversary of the first commercial sale; and $500,000 shall be paid on the second anniversary of the date of the first commercial sale). In addition, $1,000,000 shall be due and payable within forty-five (45) days following the date of the first commercial sale of a product in any of the following fields (a) Infectious Disease, (b) Allergy, (c) Autoimmune Disease, and (d) any other therapeutic indications for which licensed products are developed. Therefore, the maximum total potential amount of milestone payments is $6,500,000. Such milestone payments are not expected prior to obtaining a regulatory approval to market and sell the Company’s vaccines, and such regulatory approval is not expected within the next 5 years.

Under a consulting agreement with the Company’s scientific inventor, the Company is obligated to pay $3,000 per month until the Company closes a $3,000,000 equity financing, $5,000 per month pursuant to a $3,000,000 equity financing, $7,000 per month pursuant to a $6,000,000 equity financing, and $9,000 per month pursuant to a $9,000,000 equity financing.

Pursuant to a Clinical Research Service Agreement, the Company is obligated to pay $430,000 to a vendor, of which $215,000 shall be paid pursuant to a $5,000,000 equity financing.

The Company is obligated under a noncancelable operating lease for laboratory and office space expiring in May 2006 with aggregate future minimum payments due amounting to $11,500.

J. Todd Derbin, the President and Chief executive officer of the Company, have entered into a Termination of Employment Agreement effective December 31, 2005 pursuant to which Mr. Derbin's employment by the Company will end on December 31, 2005. Pursuant to such agreement Mr. Derbin's salary for 2005 is set at $225,000 plus a bonus for 2005 of $5,000 in shares of Common Stock of the Company valued at $0.287 per share. Following his resignation Mr. Derbin shall service as a consultant to the Company for a fee of $6,250 per month for 6 months ending June 30, 2006. Mr. Derbin will continue to serve as Chairman and a member of the Board of directors of the Company until at least September 30, 2006.

The Company has entered into a consulting agreement with LVEP Management LLC (LVEP) dated as of January 19, 2005, and amended on April 15, 2005, and October 31, 2005, pursuant to which Mr. Roni Appel will serve as Chief Executive Officer of the Company. LVEP is owned by Scott Flamm, one of our directors and a principal shareholder. LVEP employs Mr. Flamm and Mr. Appel. The initial term of the Consulting Agreement as amended is until December 31, 2007 and thereafter the term of the agreement shall be automatically extended for one year periods unless we notify LVEP at least 60 days prior to the end of term of our intent not to extend. In addition, the Consulting Agreement may be terminated by the Company for any reason upon 60 days prior notice or by LVEP upon 45 days prior notice, Upon such notice all compensation and bonuses payable under the Consulting Agreement shall continue until the later to occur of the end of the term or twelve (12) months from such termination. Under the Consulting Agreement as amended LVEP shall receive compensation of $250,000 per year payable at the rate of $20,833.33 per month for the term of the agreement plus reimbursement of approved expenses in connection with providing the consulting services. LVEP intends to pay all such compensation to Mr. Appel. The Consultant will receive a bonus payment at the end of 2005 not to exceed $75,000. In subsequent years the bonus shall equal 40% of the base consulting compensation. At the election of the Company up to 50% and at the election of Consultant up to 100% of the bonus may be paid in common stock of the Company. Additionally, LVEP shall receive additional options to purchase common stock of the Company bringing options held by LVEP to 5% of the outstanding shares and options of the Company as of December 31, 2005. The incremental options shall vest monthly over four years commencing in April, 2006. LVEP has assigned such options to Mr. Appel

The Company entered into an employment agreement with Dr. Vafa Shahabi PhD to become Head of Director of Science effective March 1, 2005, terminable on 30 days notice. The compensation is $100,000 per annum with a potential bonus of $20,000. In addition, Dr. Shahabi will be granted 150,000 options.

The Company entered into an employment agreement with Dr. John Rothman, Ph.D to become Vice President of Clinical Development effective March 7, 2005 for a term of one year ending February 28, 2006 and terminable on 30 days notice. His compensation is $170,000 per annum, to increase to $180,000 upon the closing of a $15 million equity financing. Upon meeting incentives to be set by the Company, he will receive a bonus of up to $45,000. In addition, Dr. Rothman will be granted 360,000 stock options.

The Company is involved in various claims and legal actions arising in the ordinary course of business. Management is of the opinion that the ultimate outcome of these matters would not have a material adverse impact on the financial position of the Company or the results of its operations.

**7. INCOME TAXES:**

The Company has a net operating loss carryforward of approximately $2,619,000 at October 31, 2005 available to offset taxable income through 2025.

The tax effects of loss carryforwards give rise to a deferred tax asset and a related valuation allowance at October 31, 2005 as follows:

| | |
|---|---|
| Net operating losses | $ 1,047,593 |
| Less valuation allowance | (1,047,593) |
| Deferred tax asset | $ -0- |

The difference between income taxes computed at the statutory federal rate of 34% and the provision for income taxes relates to the following:

| | Year ended December 31, 2003 | Ten-month period ended October 31, 2004 | Twelve-month period ended October 31, 2005 | Period from 1-Mar-02 (inception) to October 31, 2005 |
|---|---|---|---|---|
| Provision at federal statutory rate | 34% | 34% | 34% | 34% |
| Valuation allowance | (34) | (34) | (34) | (34) |
| | -0-% | -0-% | -0-% | -0-% |

**8. RECAPITALIZATION:**

On November 12, 2004, Great Expectations and Associates, Inc. ("Great Expectations") acquired the Company through a share exchange and reorganization (the "Recapitalization"), pursuant to which the Company became a wholly owned subsidiary of Great Expectations. Great Expectations acquired (i) all of the issued and outstanding shares of common stock of the Company and the Series A preferred stock of the Company in exchange for an aggregate of 15,597,723 shares of authorized, but theretofore unissued, shares of common stock, no par value, of Great Expectations; (ii) all of the issued and outstanding warrants to purchase the Company's common stock, in exchange for warrants to purchase 584,885 shares of Great Expectations; and (iii) all of the issued and outstanding options to purchase the Company's common stock in exchange for an aggregate of 2,381,525 options to purchase common stock of Great Expectations, constituting approximately 96% of the common stock of Great Expectations prior to the issuance of shares of common stock of Great Expectations in the private placement described below. Prior to the closing of the Recapitalization, Great Expectations performed a 200-for-1 reverse stock split, thus reducing the issued and outstanding shares of common stock of Great Expectations from 150,520,000 shares to 752,600 shares. Additionally, 752,600 shares of common stock of Great Expectations were issued to the financial advisor in connection with the Recapitalization. Pursuant to the Recapitalization, there were 17,102,923 common shares outstanding in Great Expectations.

As a result of the transaction, the former shareholders of Advaxis are the controlling shareholders of the Company. Additionally, prior to the transaction, Great Expectations had no substantial assets. Accordingly, the transaction is treated as a recapitalization, rather than a business combination. The historical financial statements of Advaxis are now the historical financial statements of the Company. Historical shareholders' equity (deficiency) of Advaxis has been restated to reflect the recapitalization, and include the shares received in the transaction.

November 12, 2004, the Company completed an initial closing of a private placement offering (the “Private Placement”), whereby it sold an aggregate of $2.925 million worth of units to accredited investors. Each unit was sold for $25,000 (the “Unit Price”) and consisted of (a) 87,108 shares of common stock and (b) a warrant to purchase, at any time prior to the fifth anniversary following the date of issuance of the warrant, to purchase 87,108 shares of common stock included at a price equal to $0.40 per share of common stock (a “Unit”). In consideration of the investment, the Company granted to each investor certain registration rights and anti-dilution rights. Also, in November 2004, the Company converted approximately $618,000 of aggregate principal promissory notes and accrued interest outstanding into Units.

On December 8, 2004, the Company completed a second closing of the Private Placement, whereby it sold an aggregate of $200,000 of Units to accredited investors.

On January 4, 2005, the Company completed a third and final closing of the Private Placement, whereby it sold an aggregate of $128,000 of Units to accredited investors.

Pursuant to the terms of a investment banking agreement, dated March 19, 2004, by and between the Company and Sunrise Securities, Corp. (the “Placement Agent”), the Company issued to the Placement Agent and its designees an aggregate of 2,283,445 shares of common stock and warrants to purchase up to an aggregate of 2,666,900 shares of common stock. The shares were issued as part consideration for the services of the Placement Agent, as placement agent for the Company in the Private Placement. In addition, the Company paid the Placement Agent a total cash fee of $50,530.

On January 12, 2005, the Company completed a second private placement offering whereby it sold an aggregate of $1,100,000 of units to a single investor. As with the Private Placement, each unit issued and sold in this subsequent private placement was sold at $25,000 per unit and is comprised of (i) 87,108 shares of common stock, and (ii) a five-year warrant to purchase 87,108 shares of our common stock at an exercise price of $0.40 per share. Upon the closing of this second private placement offering the Company issued to the investor 3,832,753 shares of common stock and warrants to purchase up to an aggregate of 3,832,753 shares of common stock.

The aggregate sale from the four private placements was $4,353,000, which was netted against transaction costs of $329,673 for net proceeds of $4,023,327.

**Warrants outstanding**

Pursuant to the Recapitalization and the closing of the private placement, there are 20,509,219 warrants to purchase the Company's common stock outstanding. A summary of the warrants outstanding are as follows:

| Amount | Exercise Price | Expiration |
|---|---|---|
| 494,220 | $ 0.20 | 2009 |
| 35,218 | $ 0.28 | 2011 |
| 142,555 | $ 0.29 | 2007 |
| 2,341,900 | $ 0.29 | 2009 |
| 17,495,326* | $ 0.40 | 2009 |
| 20,509,219 | | |

* 17,495,326 warrants may be exercised only for cash with an exercise price of $0.40 per share. Should these warrants be exercised, the Company will receive $6,998,130 in cash proceeds. Such warrants are also subject to a forced exercise provision, in the event that the Company’s stock is traded above $1.00 for 30 days with a minimum average trading volume of 100,000 shares per day, and an effective registration statement covering the resale of the underlying common shares is then in effect. The shares underlying these warrants have been registered.

**56,320,114 Shares**

**ADVAXIS, INC.**

**Common Stock**

**_____**

**PROSPECTUS**
**_____, 2006**

**_____**

Until [_____], 2006, all dealers that buy, sell, or trade the common stock, may be required to deliver a prospectus, regardless of whether they are participating in this offering. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

## PART II

## INFORMATION NOT REQUIRED IN PROSPECTUS

### INDEMNIFICATION OF DIRECTORS AND OFFICERS

Our articles of incorporation and by-laws include provisions to (1) indemnify the directors and officers to the fullest extent permitted by the Colorado Revised Statutes, including circumstances under which indemnification is otherwise discretionary and (2) eliminate the personal liability of directors and officers for monetary damages resulting from breaches of their fiduciary duty, except for liability for breaches of the duty of loyalty, acts, or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, violations under Section 7-108-704 of Colorado Law, or for any transaction from which the director derived an improper personal benefit. We believe that these provisions are necessary to attract and retain qualified persons as directors and officers.

We will enter into an indemnification agreement with each of our directors which provides that we will indemnify our directors and advance expenses to our directors, to the extent permitted by the laws of the State of Colorado.

We have directors and officers liability insurance in an amount not less than $1 million.

Insofar as indemnification for liability arising under the Act may be permitted to our directors, officers and controlling persons as stated in the foregoing provisions or otherwise, we have been advised that, in the opinion of the SEC, this indemnification is against public policy as expressed in the Act and is, therefore, unenforceable.

### OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following table sets forth the costs and expenses, other than underwriting discounts and commissions, if any, payable by the Registrant relating to the sale of common stock being registered. All amounts are estimates except the SEC registration fee.

| | | |
|---|---|---|
| SEC registration fee | $ | 6,628.94* |
| Printing and engraving expenses | $ | 10,000* |
| Legal fees and expenses | $ | 25,000* |
| Accounting fees and expenses | $ | 5,000* |
| Transfer agent and registrar’s fees and expenses | $ | 10,000* |
| Miscellaneous expense | $ | 3,371.06* |
| Total | $ | 60,000* |

* Estimates only.

### RECENT SALES OF UNREGISTERED SECURITIES

During the last three years, we have issued unregistered securities to the persons, as described below. None of these transactions involved any underwriters, underwriting discounts or commissions, except as specified below, or any public offering, and we believe that each transaction was exempt from the registration requirements of the Securities Act of 1933 by virtue of Section 4(2) thereof and/or Regulation D promulgated thereunder. All recipients had adequate access, though their relationships with us, to information about us.

We issued on November 12, 2004 pursuant to the Share Exchange, 16,350,323 shares of our common stock, 2,381,525 options to purchase shares of common stock and 584,885 warrants to purchase shares of common stock.

We issued on November 12 ,2004 pursuant to the conversion of $595,000 principal amount of outstanding promissory notes, 2,136,441 shares of our common stock and warrants to purchase 2,136,441 shares of our common stock.

On November 12, 2004 in connection with the first closing of the Private Placement we issued 12,248,798 shares of our common stock and 12,229,966 warrants to purchase shares of our common stock.

On November 12, 2004 we issued a warrant to purchase 60,000 shares of common stock to RB Holdings, LLC, an affilate of Reitler Brown & Rosenblatt LLC in connection with legal services rendered.

On December 8, 2004, in connection with the second closing of the Private Placement we issued 834,843 shares of our common stock and 836,237 warrants to purchase shares of our common stock.

On January 4, 2005, in connection with the third and final closing of the Private Placement we issued 534,299 shares of our common stock and 535,192 warrants to purchase shares of our common stock.

On January 12, 2005, in connection with the closing of a second private placement offering, we issued 3,832,752 shares of our common stock and 3,832,752 warrants to purchase shares of our common stock.

**EXHIBITS**

| EXHIBIT NUMBER | DESCRIPTION OF EXHIBIT |
|---|---|
| Exhibit 3.1 | Amended and Restated Articles of Incorporation.Incorporated by reference to Exhibit 4.2 to Report on Form S-8 filed with the SEC on December 1, 2005. |
| Exhibit 3.2 | Amended and Restated Bylaws. Incorporated by reference to Exhibit 3.1 to Report on Form 8K filed with the SEC on December 27, 2004. |
| Exhibit 4.1 | Form of Warrant issued to purchasers. Incorporated by reference to Exhibit 4.1 to Report on Form 8K filed with the SEC on November 18, 2004. |
| Exhibit 4.2 | Form of Warrant issued to Placement Agent. Incorporated by reference to Exhibit 4.2 to Report on Form 8K filed with the SEC on November 18, 2004. |
| Exhibit 5.1 | Opinion of Jody M. Walker, Esq. |

| | |
|---|---|
| Exhibit 10.1 | Share and Exchange Agreement, dated as of August 25, 2004, by and among the Company, Advaxis and the shareholders of Advaxis. Incorporated by reference to Exhibit 10.1 to Report on Form 8K filed with the SEC on November 18, 2004. |
| Exhibit 10.2 | Form of Securities Purchase Agreement, by and among the Company and the purchasers listed as signatories thereto. Incorporated by reference to Exhibit 10.2 to Report on Form 8K filed with the SEC on November 18, 2004. |
| Exhibit 10.3 | Form of Registration Rights Agreement, by and among the Company and the persons listed as signatories thereto. Incorporated by reference to Exhibit 10.3 to Report on Form 8K filed with the SEC on November 18, 2004. |
| Exhibit 10.4 | Form of Standstill Agreement, by and among the Company and persons listed on Schedule 1 attached thereto. Incorporated by reference to Exhibit 10.4 to Report on Form 8K filed with the SEC on November 18, 2004. |
| Exhibit 10.5 | Amended and Restated Employment Agreement, dated December 20, 2004, by and between the Company and J.Todd Derbin. Incorporated by reference to Exhibit 10.1 to Report on Form 8K filed with the SEC on December 23, 2004. |
| Exhibit 10.6 | 2004 Stock Option Plan of the Company. Incorporated by reference to Exhibit 4.1 to Report on Form S-8 filed with the SEC on December 1, 2005. |
| Exhibit 10.7 | License Agreement, dated as of June 17, 2002, by and between Advaxis and The Trustees of the University of Pennsylvania*. |
| Exhibit 10.8 | Non-Exclusive License and Bailment, dated as of March 17, 2004, betweeen The Regents of the University of California and Advaxis, Inc. |
| Exhibit 10.9 | Consultancy Agreement, dated as of January 19, 2005, by and between LVEP Management, LLC. and the Company. |
| Exhibit 10.10 | Government Funding Agreement, dated as of April 5, 2004, by and between David Carpi and Advaxis, Inc. |
| Exhibit 10.11 | Amended and Restated Consulting and Placement Agreement, dated as of May28, 2003, by and between David Carpi and Advaxis, Inc., as amended |
| Exhibit 10.12 | Consultancy Agreement, dated as of January 22, 2005, by and between Dr. Yvonne Paterson and Advaxis, Inc. |
| Exhibit 10.13 | Consultancy Agreement, dated as of March 15, 2003, by and between Dr. Joy A. Cavagnaro and Advaxis, Inc. |

| | |
|---|---|
| Exhibit 10.14 | Grant Writing Agreement, dated June 19, 2003, by and between DNA Bridges, Inc. and Adavaxis, Inc. |
| Exhibit 10.15 | Consulting Agreement, dated as of July 2, 2004, by and between Sentinel Consulting Corporation and Advaxis, Inc. |
| Exhibit 10.16 | Agreement, dated July 7, 2003, by and between Cobra Biomanufacturing PLC and Advaxis, Inc.* |
| Exhibit 10.17 | Securities Purchase Agreement, dated as of January 12, 2005, by and between the Company and Harvest Advaxis LLC. Incorporated by reference to Exhibit 10.1 to Report on Form 8K filed with the SEC on January 18, 2005. |
| Exhibit 10.18 | Registration Rights Agreement, dated as of January 12, 2005, by and between the Company and Harvest Advaxis LLC. Incorporated by reference to Exhibit 10.2 to Report on Form 8K filed with the SEC on January 18, 2005. |
| Exhibit 10.19 | Letter Agreement, dated as of January 12, 2005 by and between the Company and Robert T. Harvey. Incorporated by reference to Exhibit 10.3 to Report on Form 8K filed with the SEC on January 18, 2005. |
| Exhibit 10.20 | Consultantcy Agreement, dated as of January 15, 2005, by and between Dr. David Filer and the Company. |
| Exhibit 10.21 | Consultancy Agreement, dated as of January 15, 2005, by and between Pharm-Olam International Ltd. and the Company. |
| Exhibit 10.22 | Agreement, dated February 1, 2004, by and between Strategic Growth International Inc. and the Company. |
| Exhibit 10.23 | Letter Agreement, dated February 10, 2005, by and between Richard Berman and the Company. |
| Exhibit 10.24 | Employment Agreement, dated February 8, 2005, by and between Vafa Shahabi and the Company. |
| Exhibit 10.25 | Employment Agreement, dated March 1, 2005, by and between John Rothman and the Company. |
| Exhibit 10.26 | Clinical Research Services Agreement, dated April 6, 2005, between Pharm-Olam International Ltd. and the Company.* |
| Exhibit 10.27 | Amendment to Consultancy Agreement, dated as of April 4, 2005, between LVEP Management LLC and the Company. |
| Exhibit 10.28 | Royalty Agreement, dated as of May 11, 2003, by and between Cobra Bio-Manufacturing PLC and the Company |
| Exhibit 10.29 | Resignation Agreement between J. Todd Durbin and the Company, dated October 31, 2005. Incorporation by reference to Exhibit 10.1 to report on Form 8-K filed with the SEC on November 9, 2005. |
| Exhibit 10.30 | Second Amendment to Consulting Agreement between the Company and LVEP Management LLC, dated October 31, 2005. Incorporation by reference to Exhibit 10.2 to Report on Form 8-K filed with the SEC on November 9, 2005. |
| Exhibit 10.31 | Letter of Agreement between the Company and the Investor Relations Group Inc., dated September 27, 2005. |
| Exhibit 10.32 | Consulting Agreement between the Company and Freemind Group, LLC dated October 17, 2005. |
| Exhibit 10.33 | Strategic Collaboration and Long Term Vaccine Supply Agreement between the Company and Cobra Bio-Manufacturing PLC dated October 31, 2005*. |
| Exhibit 14.1 | Code of Ethics. Incorporated by reference to Exhibit 14.1 to Report on Form 8K filed with the SEC on November 18, 2004. |

| | |
|---|---|
| Exhibit 21.1 | Advaxis, Inc., a Delaware corporation |
| Exhibit 23.1 | Consent of Goldstein Golub Kessler LLP |
| Exhibit 23.2 | Consent of Jody M. Walker, Esq. (included in Exhibit 5.1 above) |
| Exhibit 24.1 | Power of Attorney (Included on the signature page) |

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* Confidential Treatment sought.

**UNDERTAKINGS**

The undersigned small business issuer hereby undertakes to:

(1) For determining any liability under the Securities Act of 1933, treat the information omitted from this form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the small business issuer under Rule 424(b) (1), or (4) or 497(h) under the Securities Act of 1933 as part of this registration statement as of the time the SEC declared it effective.

(2) For determining any liability under the Securities Act of 1933, treat each post-effective amendment that contains a form of prospectus as a new registration statement for the securities offered in this registration statement, and that offering of the securities at that time as the initial BONA FIDE offering of those securities.

The undersigned small business issuer hereby undertakes with respect to the securities being offered and sold in this offering:

(1) To file, during any period in which it offers or sells securities, a post-effective amendment to this Registration Statement to:

(a) Include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(b) Reflect in the prospectus any facts or events which, individually or together, represent a fundamental change in the information in this registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement; and

(c) Include any additional or changed material information on the plan of distribution.

(2) For determining liability under the Securities Act of 1933, treat each post-effective amendment as a new registration statement of the securities offered, and the offering of the securities at that time to be the initial bona fide offering.

(3) File a post-effective amendment to remove from registration any of the securities that remain unsold at the end of the offering.

Insofar as indemnification by the undersigned small business issuer for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the small business issuer pursuant to the foregoing provisions, or otherwise, the small business issuer has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act of 1933, and is, therefore, unenforceable.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Princeton, Mercer County, State of New Jersey, on the 5th day of January, 2006.

**ADVAXIS, INC.**

By: /s/ Roni Appel

Roni Appel, Chief Financial Officer and Chief Executive Officer

**POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitues and appoints Roni Appel as his true and lawful attorney-in-fact and agent, with full power of substitution for him in any and all capcaities, to sign (1) any and all amendments (including post-effective amendments) to this Registration Statement and (2) any registration statement or post-effective amendment thereto to be filed with the Securities and Exchange Commission pursuant to Rule 462(b) under the Securities Act of 1933, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said, attorney-in-fact and agent all power and authority to do and to perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and affirming all that said attorney-in-fact and agent, or his substitues may lawfully do or casue to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

| SIGNATURE | TITLE | DATE |
|---|---|---|
| /s/ Roni Appel<br>Roni Appel | Chief Executive Officer and Director<br>(Principal Executive Officer | January 5, 2006 |
| * /s/ Roni Appel<br>Roni Appel | Chief Financial Officer<br>(Principal Financial and Accounting Officer) | January 5, 2006 |
| * /s/ J. Todd Derbin<br>J. Todd Derbin | Director | January 5, 2006 |
| * /s/ Scott Flamm<br>Scott Flamm | Director | January 5, 2006 |
| * /s/ Thomas McKearn<br>Thomas McKearn | Director | January 5, 2006 |
| * /s/ James Patton<br>James Patton | Director | January 5, 2006 |
| * /s/ Richard Berman<br>Richard Berman | Director | January 5, 2006 |

* By: /s/ Roni Appel

Roni Appel
Attorney-in-fact

Jody M. Walker
Attorney At Law

7841 S. Garfield Way
Littleton, CO 80122

(303) 850-7637
Fax (303) 220-9902

January 2, 2005

Advaxis, Inc.
212 Carnegie Center
Suite 206
Princeton, NJ 08540

Re: Post Effective Amendment No. 1 to Registration Statement on Form SB-2 of Advaxis, Inc.
SEC File Number: 333-04 122504

Gentlemen:

I have acted as special counsel to Advaxis, Inc. a Colorado corporation (the "Company") with respect to Colorado law in connection with the above Registration Statement on Form SB-2 of the Company, as amended ("Registration Statement") relating to shares of its Common Stock (the "Shares"), namely (i) outstanding shares of Common Stock held by certain shareholders of the Company, and (ii) shares of Common Stock to be offered upon exercise of certain outstanding Warrants.

I have received a copy of the Company's Amended and Restated Articles of Incorporation on file with the Colorado Secretary of State, as well as copies of its By-laws, as amended, the Warrants, the minutes of the relevant corporate proceedings and such other documents as we deemed pertinent to this opinion.

I have assumed the accuracy of the information set forth in the Registration Statement without and independent investigation.

Based on the foregoing, it is my opinion that the Shares when offered by means of the prospectus which is part to the Registration Statement will be legally issued, fully paid and nonassessable.

I hereby consent to the reference to my firm under the caption "Legal Matter" in the prospectus and the filing of this opinion as an exhibit to the Registration Statement.

Sincerely yours,

Jody M Walker

Jody M. Walker, Attorney At Law

7650E

**THE INVESTOR RELATIONS GROUP INC.**
**LETTER OF AGREEMENT**
**Date: September 27, 2005**

Section 1. Services to be Rendered. The purpose of this letter is to set forth the terms and conditions on which The Investor Relations Group, Inc. (IRG) agrees to provide Advaxis Inc. (the "Company") investor relations and public relations services. These services may include, but are not limited to: overall management of the corporate communications program; designing a corporate fact sheet that can readily be mass produced for distribution to brokers, analysts, and other industry personnel; securing one-on-one and group appointments with industry professionals for presentations by, for, and about Company management; targeted mailings; assistance with compiling promotional materials; writing and editing news releases and other corporate materials; advice on packaging the Company story; writing pitch letters to and solicitation of the appropriate media and press; syndicated stories; and, daily update reports.

Section 2. Fees. The Company shall pay to IRG for its services hereunder including investor relations and public relations services a maintenance fee of $ 10,000. per month for a renewable term of 12 months beginning October 1, 2005. Additionally, for this Agreement, the Company agrees to deliver to IRG 200,000 restricted shares. issued in the name of The Investor Relations Group, Inc. The shares shall vest over an 18 month period as follows:
33,333 on January 1, 2005
33,333 on April 1, 2006
33,333 on July 1, 2006
33,333 on October 1, 2006
33,333 on January 1, 2006
and 33,335 on April 1, 2007.

If either party terminates this Agreement prior to the complete vesting of all shares, only those shares that have been earned on a pro-rated basis shall be issued.

Fees are payable on or before the 1st day after the beginning of each month which occurs during the Engagement Period. Unless other arrangements have been made and agreed upon in writing, lack of payment for services rendered by the 12$^{th}$ of the month will be considered default of this agreement, and IRG shall be entitled to cease all services on behalf of the Company until such time as payment in full of amounts due is made. IRG's exclusive remedy for any such default shall be an action to recover fees accrued to IRG before ceasing services on behalf of the Company.

Section 3. Expenses. In addition to all other fees payable to IRG hereunder, the Company hereby agrees to reimburse IRG for all reasonable out-of-pocket expenses incurred in connection with the performance of services hereunder. These out-of-pocket expenses shall include, but are not limited to: telephone, photocopying, postage, messenger service, clipping service, maintaining mailing lists, information retrieval service, wire services, monitoring advisory service, all production costs for press releases including paper, envelopes, folding, insertion and delivery to the post office, all reasonable travel and entertainment expenses, and all reasonable meeting expenses including rental of audio/visual equipment. No individual expenses over $500 will be expended without first notifying the Company. The Company agrees to remit upon the signing of this agreement a check for $5,000 to be placed on deposit with IRG and credited to the Company against expenses incurred, on a permanent basis, throughout the program. From time to time, the Company will replenish the expense account as necessary to maintain a balance of $3,500. The balance of said deposit is fully refundable should the program terminate. A running invoice will be maintained of all expenses incurred and will be submitted to the Company each month.

Section 4. Indemnification. The Company and IRG agree to defend, indemnify and hold each other, their affiliates, stockholders, directors officers, agents, employees, successors and assigns (each an "Indemnified Person") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses and disbursements of any kind whatsoever (including, without limitation, reasonable attorneys' fees) arising solely from the Company's or IRG's breach of their obligations, warranties and representations under this Agreement. It is recognized and agreed by IRG and the Company that neither party shall have any liability hereunder to any Indemnified Person arising from the other party's intentional negligence or willful misconduct. It is further agreed that the foregoing indemnity shall be in addition to any rights that either party may have at common law or otherwise, including, but not limited to, any right to contribution.

Section 5. Term of Agreement and Guarantee of Satisfaction. (a) The engagement of IRG under the provisions of this agreement shall continue until notice of termination is received. (b) The Company may terminate IRGs engagement hereunder, with or without cause, immediately at any time during this agreement. Any fees accrued to IRG prior to cancellation will be payable immediately. (c) IRG may terminate its engagement hereunder, with or without cause, at any time during this agreement. The obligations of the Company under Sections 4 and 6 shall survive termination or breach of this agreement, with or without cause, by either party.

Section 6. Solicitation of Employees. For a period commencing two years after the termination of this Agreement, the Company shall not, directly or indirectly: (i) influence or attempt to influence any employee of IRG to leave its employ; (ii) agree to aid any competitor or customer of IRG in any attempt to hire any person who was employed by IRG within the two year period preceding termination of this Agreement; or (iii) solicit or induce any person who was employed by IRG within the two year period preceding the termination of this Agreement to become employed by the Company. The Company acknowledges that the restrictions in this section are reasonable and necessary for the protection of IRG's business.

Section 7. Severability. In case any provision of this letter agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

Section 8. Consent to Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of New York, and the parties hereby consent to the exclusive jurisdiction of the State and Federal Courts, located within the City, County and State of New York to resolve any disputes arising under this Agreement.

Section 9. Other Services. If the Company desires additional services not included in this agreement, any such additional services shall be covered by a separate agreement between the parties hereto.

Please evidence your acceptance of the provisions of this letter by signing the copy of this letter enclosed herewith and returning it to The Investor Relations Group Inc., 11 Stone Street, 3th Floor, New York, NY 10004, Attention: Dian Griesel, Ph.D., Chairman & CEO.

Very truly yours,

Dian Griesel
*Founder & Chairman*
The Investor Relations Group, Inc.

ACCEPTED AND AGREED
AS OF THE DATE FIRST ABOVE WRITTEN:

_____

_____Print Name

# Consultancy Agreement

This Consultancy Agreement (this "**Agreement**") is entered into as of the 17 day of October, 2005, by and between Freemind Group LLC, a Delaware limited liability company with its principal place of business at 423 Brookline Avenue # 124 Boston, MA 02215, USA (the "**Consultant**"), and Advaxis, Inc, with a principal place of business at 675 Route 1, North Brunswick, NJ 08902 (the "**Company**"). Company and Consultant shall hereinafter each be referred to as a "Party," and together as the "Parties".

WHEREAS, the Company is seeking to prepare and file an SBIR application (or applications) for research and development (or other similarly natured) grants from the National Institutes of Health, USA or any of its affiliated entities ("**NIH**"), whether governmental or private (each such grant, a "**NIH Grant**"); and

WHEREAS, the Consultant has the knowledge, expertise and experience required in assisting the Company with the preparation and filing of an NIH Application (as defined below) where the purpose of this engagement of Consultant is to obtain an approval of NIH Grant for the Company (collectively, the "**Purpose**"); and

WHEREAS, the Company desires to receive from the Consultant the Services (as defined below), and Consultant desires to perform the Services for the Company, in accordance with the terms of this Agreement set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties hereby agree as follows:

1. Nature of the Agreement

**1.1 Consultant's Duties.** In performing the Services, Consultant shall have the following duties:

1.1.1 Advise and assist in identifying the most suitable NIH Grant applicable for the Company and advise on the best alternatives to apply for such grant, in the opinion and experience of Consultant;

1.1.2 Assist in preparation of a New Application and other NIH Applications, if required, and in preparation of a Revised Application, where applicable, following rejection of the original application by NIH; Applications will be in agreement with all rules and regulations of the grantor, including, but not limited to, format and content requirements.

It is hereby acknowledged and clarified that the duties of the Consultant, as specified above, are and shall at all times be limited to the Purpose, and Consultant shall in no event be responsible for the draw down process and/or usage of the NIH grant funds by the Company.

**1.2 Company's Duties**.

1.2.1 Company undertakes to cooperate with Consultant and provide any assistance or information required by Consultant in order to provide the Services.

1.2.2 Company and Consultant will mutually agree on a suitable timetable for preparation and delivery of copies of all materials, documents and correspondence with NIH in respect of a project.

1.2.3 It is agreed that the first such project shall be a submission of a Phase II grant consistent with a filing date of December 1, 2005 via electronic submission.

1.2.4 Subsequent projects shall be consistent with filing dates published by NIH or other applicable government or grant agencies.

2. Consideration. As consideration for all the Services provided by the Consultant pursuant to Section 1 above, the Consultant shall be entitled to the following:

2.1 For SBIR Phase I Applications:

2.1.1 Unconditional Fees: The Company shall pay to Consultant the following unconditional payments, at the times specified below, against an invoice duly issued to Company:

2.1.1.1 Initial payment of US$ 2,500 upon receiving positive indication from NIH on each summary submitted.

2.1.1.2 Additional Payment of US$ 2,500 upon the submission to the NIH of each NIH Application (except for a Revised Application, which submission shall not require additional fees).

2.1.2 In the event an SBIR Phase I Project is awarded an NIH Grant, the Company will be obligated to submit a Phase II application. This Phase II application will be prepared with the assistance of the Consultant. Further, If Company does not file a Phase II application within 180 days of the end of the research period as defined in the Phase I grant, the Company shall pay Consultant a conditional success fee of 7% of the grant amount.

2.1.3 There shall be no obligation of Company to submit a Phase II application pursuant to the completion of the Phase I research plan.

2.2 For SBIR Phase II Applications:

2.2.1 Unconditional Fees: The Company shall pay to Consultant the following unconditional payments, at the times specified below, against an invoice duly issued to Company:

2.2.1.1 Initial payment of US$ 2,500 upon initiation of work for each new application.

2.2.1.2 Additional Payment of US$ 3,500 upon the submission to the NIH of each NIH Application (except for a Revised Application, which submission shall not require additional fees).

2.2.2 Conditional Fees:

2.2.2.1 In the event an SBIR Phase II Project is awarded an NIH Grant, the Company shall pay Consultant a success fee ("Success Fee The amount of Success Fee shall be calculated as 7% - (seven percent) of the Approved Grant (The "Total Federal Award Amount" plus the "Recommended Future Years Total Support" as specified in section II of the "Notice of Grant Award" issued by the NIH to the Principle Investigator) in the first grant, 6.5% (six and a half percent) in the second grant and 6% (six percent) in the third or later grant. However, it is hereby clear and acknowledged that such Success Fee shall in no event be payable out of the funds comprising a portion of an NIH Grant.

The Success Fee shall be calculated on a cumulative basis, taking into account any funds granted or promised by NIH to the Company and resulting from any and all NIH Applications in connection with the Project.

2.3 For SBIR Fast Track Applications:

2.3.1 Unconditional Fees. The Company shall pay to Consultant the following unconditional payments, at the times specified below, against an invoice duly issued to Company:

2.3.1.1 Initial payment of US$ 2,000 upon receiving positive indication from NIH on each summary submitted.

2.3.1.2 Additional payment of US$ 5,000 upon the submission to the NIH of each NIH Application (except for a Revised Application, which submission shall not require additional fees).

2.3.2 Conditional Fees.

2.3.2.1 Success Fee. In the event a Project is awarded an NIH Grant, the Company shall pay Consultant a success fee ("Success Fee"). The amount of Success Fee shall be calculated as 6% (six percent) of the Approved Grant (The "Total Federal Award Amount" plus the "Recommended Future Years Total Support" as specified in section II of the "Notice of Grant Award" issued by the NIH to the Principle Investigator) in the first grant, 6.5% (six and a half percent) in the second grant and 6% (six percent) in the third or later grant. However, it is hereby clear and acknowledged that such Success Fee shall in no event be payable out of the funds comprising a portion of an NIH Grant.

2.4 The Success Fee shall be calculated on a cumulative basis, taking into account any funds granted or promised by NIH to the Company and resulting from any and all NIH Applications in connection with the Project.

2.4.1 For the purpose of this agreement, non-SBIR Applications will be regarded as SBIR Fast Track Applications.

2.5 Payment Terms. Payment of Success Fee will be due for payment in 2 annual installments for a 2-year grant, or 3 annual installments, for a 3-year grant or a longer period grant, each installment payable within 30 days after first funds are available for withdrawal by the Company from NIH for the applicable research year. For example, for a $1,000,000 grant paid over 2 years at the rate of $500,000/year, the success fee shall be paid in 2 annual installments of $30,000 each. It is hereby clear and agreed by all parties that any failure to draw down of funds by the Company will not derogate from Consultant's entitlement to the appropriate Success Fee or from the payment terms specified hereunder.

2.6 Should the Company decide not to continue with the NIH Grant Application writing process, after Consultant has already started preparing an application, or in any event of termination of this Agreement by the Company for any reason while Consultant is working on an application, then (i) Company will pay (a) 100% of the applicable unconditional fee for such application to Consultant less any amount already paid to Consultant if such grant or agreement termination occurred less than 4 weeks from the applicable grant deadline, or (b) no additional unconditional fee if such grant or agreement termination occurred more than 4 weeks from the applicable grant deadline; and (ii) in the event Company is eventually entitled to NIH Grant on this Project or Similar Projects (projects sharing at least two of the specific aims with the project which was terminated) at any time thereafter, Consultant shall be entitled to the full Success Fees (as specified above). The payment by the Company of the consideration of (i) and (ii) above shall be deemed full and final mutually agreed compensation

3. Term and Termination

3.1 This Agreement shall commence on the date hereof and shall be effective for a period of twelve (12) months (the "**Term of the Agreement**"). The Term of the Agreement may be extended by the mutual written consent of the parties.

3.2 Termination by the Company. Company may terminate this Agreement at any time by providing Consultant with a 30 (thirty) days prior written notice. Such voluntary termination shall be subject to the provisions of Section 3.4 below.

3.3 Termination by Consultant. Consultant may terminate this Agreement by providing Company with a 30 (thirty) days prior written notice. Consultant shall be entitled to cease any activity provided by it under this Agreement upon delivery of said written notice. In the event that the Consultant, at its sole discretion, decides not to proceed with the New Application preparation and/or submission for any reason whatsoever, Company shall be entitled to a refund of the consideration actually paid to Consultant except for expenses.

3.4 Survival. The termination of this Agreement shall not affect the Company's obligation to pay the Consultant fees and commissions due pursuant to Section 2, 5.2, and 5.5 including a case where the Company terminates this Agreement due to a breach or an alleged breach by Consultant of this Agreement.

4. LIMITATION OF LIABILITY. CONSULTANT WILL IN NO EVENT BE LIABLE TO THE COMPANY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR BREACH.

5. Miscellaneous

5.1 NO GUARANTEE. The Services rendered hereunder are rendered without any guarantee or representation regarding the success or chances of the applications to be prepared, submitted and/or approved. Both Parties hereto agree that Consultant provides the Services hereunder for certain consideration to be paid solely by Company, but in no event shall Consultant be liable for any unsuccessful applications, competency, quality or fitness to purpose, losses, claims, punitive damages or any other damages Company may suffer due to rejection by NIH of any application, failure to comply with any applicable regulations or instructions, or otherwise in connection with this Agreement.

**5.2** CONFIDENTIAL INFORMATION (a) Consultant agrees to maintain in strict confidence all Confidential Information (as defined below) provided to, or learned or developed by, Consultant during the course of Consultant's performance of the Services. Consultant shall not disclose or disseminate any Confidential Information to any person or entity, except with the prior written consent of Company. In addition, Consultant shall not use or copy any Confidential Information for any purpose other than in connection with performance of the Services hereunder. (b) The term "**Confidential Information**" shall mean all trade secrets, processes, formulae, data and know-how, improvements, inventions, chemical or biological materials, techniques, marketing plans, strategies, customer lists, or other information that has been created, discovered, or developed by Company, or has otherwise become known to Company, or which proper rights have been assigned to Company, as well as any other information and materials that are deemed confidential or proprietary to or by Company (including, without limitation, all information and materials of Company's customers and any other third party and their consultants), regardless of whether any of the foregoing are marked "confidential" or "proprietary" or communicated to Consultant by Company in oral, written, graphic or electronic form. (c) **Exceptions to Confidential Information**. Notwithstanding the foregoing paragraph, "Confidential Information" shall not include any information or materials that: (i) are or become known to the general public through no act or omission of Consultant or any other person with an obligation of confidentiality to Company, or (ii) are required to be disclosed pursuant to applicable law (provided, however, that prior to any disclosure of Confidential Information as required by applicable law, Consultant shall advise Company of such required disclosure promptly upon learning thereof and shall cooperate with Company in order to afford them a reasonable opportunity to contest or limit such disclosure). (d) **Consultant-Restricted Information**. Consultant agrees that Consultant will not improperly use or disclose to the Company any proprietary or confidential information or trade secrets of any person or entity with whom Consultant has an agreement or duty to keep such information or secrets confidential (e) Consultant's confidentiality obligation under this agreement shall survive termination for any reason.

5.3 Non Exclusive: This agreement is non exclusive. Company or Consultant at their sole discretion may enter into similar agreements with one or several third parties.

5.4 Omitted.

5.5 Assignment of Inventions: Consultant agrees that Consultant will promptly make full written disclosure to Company, will hold in trust for the sole right and benefit of Company, and hereby assigns, transfers and conveys to Company, or its designee, all of Consultant's worldwide right, title, and interest in and to any and all inventions, original works of authorship, findings, conclusions, data, discoveries, developments, concepts, improvements, trade secrets, techniques, processes and know-how, whether or not patentable or registerable under copyright or similar laws, which Consultant may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, in the performance of the Services or which result, to any extent, from use of Company's premises or property (collectively, the "Inventions"), including, without limitation, any and all intellectual property rights inherent in the Inventions and appurtenant thereto including, without limitation, all patent rights, copyrights, trademarks, know-how and trade secrets (collectively, "Intellectual Property Rights"). Consultant acknowledges and agrees that certain of the Inventions (whether made solely by Consultant or jointly with others) may be "works made for hire," as that term is defined in the United States Copyright Act, and therefore Company would be deemed the owner of such Inventions. For purposes of clarification, to the extent any Invention is not a "work made for hire," such Invention would be subject to the assignment in the first sentence of this Section.

5.6 Governing Law. This agreement shall be governed by and construed under the laws of the State of New York. Any dispute arising from this agreement in the amount of up to $50,000 shall be mediated by the parties in good faith by a mediator determined by a mutual agreement of both parties. If such mediation does not lead to successful resolution within 45 days, or if the disputed amount is greater than $50,000, or in any other dispute, then section 5.7 below shall apply.

5.7 Notwithstanding the above, any and all disputes arising out of or in connection with the execution, interpretation, performance, or nonperformance of this Agreement or any other certificate, agreement, or other instrument between, involving, or affecting the parties (including the validity, scope, and enforceability of this arbitration agreement) shall be solely and finally settled by a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association (the "Rules"); provided, however, that in the event of a conflict between the Rules and the terms of this Agreement, the terms of this Agreement shall govern. The place of arbitration shall be the City of New York, and the law applicable to the arbitration procedure shall be the Federal Arbitration Act (9 USC § 2).

5.8 To commence arbitration of any such dispute, the party desiring arbitration shall notify the other party in writing in accordance with the Rules. In the event that the parties fail to agree on the selection of an arbitrator within fifteen (15) days after the delivery of such notice, the arbitrator, upon request of either party, shall be selected by the American Arbitration Association.

5.9 The failure of either party at any time to require the performance by the other party of any provision of this Agreement shall not affect in any way the right to require such performance at any later time, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be an implied waiver of that provision.

5.10 In the event any provision of this Agreement shall be determined to be unenforceable, because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision(s) held to be unenforceable.

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

| | |
|---|---|
| _____ | _____ |
| **FreeMind Group LLC** | |
| By: Eyal Schmidt | By: |
| Title: President | Title: |

**Confidential Treatment Request**
**[ * ] indicates information that has been omitted pursuant to a confidential treatment request and this information has been filed under separate cover with the Commission**

**DATED OCTOBER31, 2005**

**(1) COBRA BIO-MANUFACTURING PLC**

**(2) ADVAXIS INC**

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# STRATEGIC COLLABORATION AND LONG TERM VACCINE SUPPLY AGREEMENT

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**THIS AGREEMENT** is made the 31 day of October 2005

**BETWEEN**

(1) **COBRA BIOLOGICS Ltd** (a wholly owned subsidiary of Cobra Biomanufacturing Plc) whose principal place of business is at Stephenson Building, The Science Park, University of Keele, Keele, Staffordshire, ST5 5SP ("Cobra"); and

(2) **ADVAXIS INC** whose principal place of business is 212 Carnegie Center Suite 206, Princeton, NJ 08540 USA ("Advaxis").

**BACKGROUND**

(A) The parties have agreed to enter an agreement for Cobra to manufacture and supply products in the field of live or dead wild type attenuated or recombinant Listeria based vaccines for use in cancer and other indications to Advaxis and for Advaxis and/or its affiliates to undertake clinical trials and commercial sales in respect of such vaccines.

(B) The parties have agreed that Cobra will have the right of first refusal to manufacture and supply Clinical Product and Bulk Product (as defined hereinafter) for use in the program of research and development, clinical trials and commercial exploitation. If Cobra is unwilling, or unable to supply and manufacture either Clinical Product or Bulk Product under the terms herein, Cobra will transfer the necessary Vaccine Process (as defined hereinafter) to enable a third party to manufacture and supply any part of the Clinical Product and/or Bulk Product to Advaxis. The parties have further agreed that Cobra shall not supply, provide or manufacture the Bulk Product to or for any third party.

(C) In exchange for the rights granted in (B) above Cobra will provide Advaxis a discount on the cost of the manufacture and supply by Cobra of all Clinical Product required by Advaxis for clinical trial purposes. For the avoidance of doubt, this provision is not applicable to the supply of Bulk Product to Advaxis for commercial sale.

(D) The parties have agreed that Advaxis will have care and conduct of the exploitation of the Programme Deliverable (as defined below).

**IT IS AGREED** as follows:

## 1 Definitions

1.1 In this Agreement the following words have the following meanings:

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| "Advaxis IP" | means any and all existing and/or future Intellectual Property Rights in the Programme Deliverable, Vaccine Process and the existing Intellectual Property Rights set out in Schedule 2 but excluding any Cobra Know How; |
| Drug Product | Programme Deliverable |
| "Bulk Drug Substance " | means any bulk quantities of Drug Substance required by Advaxis for the commercial exploitation of the Programme Deliverable; |
| "Bulk Product" | means any and all Bulk Drug Substance, Drug Product and/or Programme Deliverable supplied by Cobra to Advaxis under this Agreement for commercial use; |
| "Clinical Product" | means the Programme Deliverable which is to be used in the development phase of the Programme and/or the Clinical Trials; |
| "Clinical Trials" | means FDA Phase I, II and III clinical trials, or corresponding regulatory trials in another jurisdiction to be undertaken by Advaxis (if commercially viable) to test the safety and/or efficacy of the Programme Deliverable; |
| "Cobra Know How" | means any of the Know How of Cobra and Intellectual Property Rights of Cobra in the same which can be demonstrated to have been in existence before this agreement and any preceeding agreements with Advaxis came into force. |
| "Cobra Terms and Conditions" | means the standard terms and conditions of Cobra from time to time, the current version of which is set out in Schedule 3; |
| "Confidential Information" | means in relation to each party, any information about the other party's business and/or given by one party to the other party and/or generated by one party from the other party's Confidential Information, including but not limited to any information relating to the other party's Intellectual Property Rights and/or Know How; |
| "Cost" | means the actual and direct aggregate costs and/or expenses (with no non-program related overhead) associated with the production of Bulk Product based on the cost of raw materials plus the cost of project specific equipment plus direct costs of labour plus the Facility Occupancy Charge, or in the absence of agreement, as determined in accordance with section 21; |

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| “Discount” | means the discount granted by Cobra to Advaxis based on total sales by Cobra of the Clinical Product to Advaxis for [ * ] as detailed in Schedule 1. Any Discount will be applied to orders placed by Advaxis for the Clinical Product in the following [ * ]; |
| “Drug Substance” | means the active component of the Drug Product as defined in the “Field”. |
| “Drug Product” | means any quantities of the formulated dosage form incorporating a defined quanitity of the “Drug Substance”required by Advaxis for the commercial exploitation of the vaccine; |
| “Exploit” | means any use, research, development, manufacture, production, distribution, sale, marketing, licensing, assignment and/or import and the term “exploitation” and “exploited” shall be interpreted accordingly; |
| “Facility Occupancy Charge” | means the cost of running that part of the production line used to produce the Bulk Product to be supplied by Cobra under this Agreement as calculated in accordance with Schedule 4; |
| “Field” | means in the field of live or dead cell based wild type or attenuated or recombinant Listeria vaccine(s) with a therapeutic and/or preventative effect; |
| “First Commercial Sale” | shall mean, in respect of any Resale Products, the first sale by Advaxis on a commercial basis in an arm's length transaction of any Resale Products for use in a country where the governing health regulatory authority of such country has granted regulatory approval of such Resale Products (to the extent such regulatory approval is required in such country). Any Drug Product, Drug Substance and/or Programme Deliverable distributed or used for clinical trial purposes shall not be considered sold, marketed or made publicly available for sale and shall not constitute first commercial sale; |

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| “Force Majeure” | means any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under this Agreement including act of God, fire, flood, lightning, war, revolution, act of terrorism, riot or civil commotion, strikes, lock-outs or other industrial action, whether of the affected party’s own employees or others, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services; |
| “Increased Order Level” | means any material increase required in the output levels of Bulk Product for commercial exploitation of the Programme Deliverable; |
| “Initial Order Level” | means the initial output levels required of Bulk Product for commercial exploitation ; |
| “Intellectual Property Rights” | means all know how, inventions, conceptions, patents, methods, materials, compositions, formulations, isomers, metabolites, processes, any copyright, trade marks, design rights and any other intellectual property rights and/or industrial property rights (whether registered or unregistered) anywhere in the world and (a) any applications for the protection of any intellectual property rights; (b) any and all corresponding foreign intellectual property rights and applications; (c) provisionals, substitutions, divisionals, reexaminations, reissues, renewals, extensions, term restorations, continuations, continuations-in-part, substitute applications and inventors’ certificates, arising from, or based upon, any of such intellectual property rights, and (d) intellectual property rights issuing from any such patent applications; |
| “Know-How” | means any and all data, know-how, methods, process, or experience (whether patentable or not) including but not limited to manufacturing and/or production techniques, operating instructions, raw material, intermediate material, specifications, formulations, and any other technical and commercial information relating to the research, development, testing, manufacture and/or production of the Clinical Product, Bulk Product and/or the Programme Deliverable; ; |

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| "Manufacture Specifications" | means the agreed specification for the manufacture of the Clinical Product and/or the Bulk Product as set forth in the Programme; |
| "Mark Up" | means the mark up to be applied to the Cost in relation to production of Bulk Product being the greater of [ * ] or [ * ]; |
| "Net Sales" | means in relation to any Resale Products : |

(a) where the Resale Products are sold on arm's length terms, the amount received by Advaxis less:

(i) taxes, any value added tax or other sales tax duties or other governmental tariffs (other than income taxes) and,
(ii) any packing, freight, warehousing, carriage and insurance charges,
(iii) trade discounts, credits or allowances,
(iv) credits or allowances additionally granted upon returns, rejections or recalls, and
(v) government mandated rebates.

(b) where the Resale Products are not sold on arm's length terms, but are subsequently sold on arm's length terms, the price charged under the first such arm's length sale, calculated in accordance with paragraph (a) above; and

(c) where the Resale Products are not sold on arm's length terms but are used or otherwise disposed of on a commercial basis, the price that would have been charged on the first arm's length sale, calculated in accordance with paragraph (a) above;

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| “Programme” | means the interactions between Cobra and Advaxis in the planning and implementation of the research and development work, toxicology study and/or the manufacture, production and exploitation relating to any Clinical Product, Drug Product, Bulk Drug Substance, Programme Deliverable, Vaccine Process or any amendment of such collaboration as may be agreed in writing between the parties but excluding the conduct of the Clinical Trials; |
| “Programme Data” | means all data, records, analysis, assays, notes regulatory applications, approvals, certificates, authorizations, letters and documents, inventions, practices, methods, knowledge, know-how, skill, experience, test data including pharmacological, manufacture, stability, safety, toxicological, pre-clinical studies and clinical test data, analytical and quality control data, marketing, manufacturing, and compounds, compositions of matter, assays and biological materials related thereto, and any other information stored and/or kept in whatever media produced during the Programme other than Cobra Know How; |
| “Programme IP” | means any and all Intellectual Property Rights arising under, developed or resulting from the Programme other than the Cobra Know How; |
| “Resale Products” | means any and all Drug Product, Bulk Drug Substance and/or Programme Deliverable commercially exploited by Advaxis which is produced by any Third Party Product Manufacturer; |
| “Technology Transfer” | means the transfer by Cobra of the Cobra Know-How to a Third Party Product Manufacturer solely as necessary to enable the Third Party Product Manufacturer to manufacture the Bulk Product for Advaxis; |

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| “Third Party Product Manufacturer” | means any third party drug product manufacturer approved in writing by Cobra (such approval not to be unreasonably withheld or delayed) and Advaxis which is to supply Bulk Product to Advaxis instead of or in addition to Cobra; |
| “Programme Deliverable” | means i) the end form vaccine made from the Drug Substance and/or the Drug Product ; ii) the Master Cell Bank, Working Cell Bank, and Cell Bank Characterization, any biological material made or developed under the Programme; and iii) Vaccine Process. |
| “Vaccine Process” | means the process, methods, synthesis for making, using or exploiting the Drug Substance to produce the Drug Product for inclusion within the Programme Deliverable; . |

1.2 The headings to clauses are inserted for convenience only and shall not affect the interpretation or construction of this Agreement.

1.3 Words imparting the singular shall include the plural and vice versa. Words imparting a gender include every gender and references to persons include an individual, company, corporation, firm or partnership.

1.4 The words and phrases “other”, “including” and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

1.5 References to any statute or statutory provision shall include: any subordinate legislation made under it; any provision which it has superseded or re-enacted (whether with or without modification); and any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

**2 Conduct of the Programme and Clinical Trials**

2.1 Cobra and Advaxis agree that they shall conduct and undertake the Programme on the terms and conditions of this Agreement.

2.2 Each of Cobra and Advaxis shall perform the obligations for which they are responsible under this Agreement and the Programme.

2.3 Cobra shall manufacture and supply Clinical Product to Advaxis in accordance with the Manufacture Specifications. Cobra may not change the Manufacture Specifications without the prior written approval of Advaxis unless such change is required in order to comply with any legislative and/or regulatory requirements. Any such approval is not to be unreasonably withheld and/or delayed by Advaxis.

2.4 For the avoidance of doubt Advaxis shall be solely responsible for the planning and conduct of any Clinical Trials and for determining whether to proceed with and/or terminate any Clinical Trials.

2.5 For the duration of this Agreement Advaxis grants to Cobra, solely for use in the manufacture of Clinical Product and/or Bulk Product, a non-exclusive royalty free licence in the UK (with the right to sub-licence to any of Cobra's affiliates and/or sub-contractors whether inside or outside the UK) of any Advaxis IP used in the production of the Clinical Product and/or Bulk Product to the extent required by Cobra in order to perform its obligations under this Agreement. Where all Bulk Product is to be produced by a third party under section 10, the licence to Cobra under this clause shall no longer be required.

2.6 Cobra agrees to provide Advaxis within twenty (20) days of a written request from Advaxis with a cross-reference letter to any Cobra regulatory applications and approvals relating to the Clinical Product, Bulk Product or Vaccine Process. The cross-reference letter shall be without limitation to clinical phase of the ongoing study. Any such cross-reference letter shall remain in effect and may not be revoked by Cobra unless this Agreement is terminated.

**3 Programme Data**

3.1 Cobra shall ensure that all Programme Data created by Cobra:

3.1.1 is accurate and complete; and

3.1.2 complies with all legal and regulatory requirements

3.2 At the request of Advaxis from time to time, Cobra shall within twenty days (20) of Advaxis' request provide to Advaxis a copy of all Programme Data and/or Programme Data as may be requested by Advaxis . Any and all Programme Data shall belong to Advaxis and form part of Advaxis' Confidential Information.

**4 Supply of Clinical Product**

4.1 Advaxis will only use Clinical Product supplied by Cobra for the research and development stage of the Programme and any Clinical Trials. Advaxis shall place orders for all its requirements for the Clinical Product with Cobra.

4.2 The parties acknowledge that Advaxis has already placed orders for the Clinical Product with Cobra as at the date of this Agreement. Repeat orders for any further batches of Clinical Product required for the Clinical Trials shall be placed by Advaxis with Cobra as soon as reasonably practicable.

4.3 Advaxis will place further orders for the Clinical Product with Cobra at least 3 months in advance of the date of commencement of the production slot of the relevant Clinical Product.

4.4 Advaxis will pay a deposit [ * ] of the gross order value with each order for Clinical Product.

4.5 Cobra shall, on accepting any further order placed by Advaxis for Clinical Product, allocate a production slot for the production of such Clinical Product included within the order and notify Advaxis of the allocated production slot and anticipated delivery date. Cobra shall use all reasonable endeavours to obtain for Advaxis the earliest production slot for such order of Clinical Product.

4.6 Cobra will use its reasonable endeavours to deliver the Clinical Product within 3 months of the commencement of the allocated production slot(s) for the Clinical Product.

4.7 All Clinical Product shall be supplied to Advaxis on Cobra's Terms and Conditions. If there is any conflict between such terms and the terms in the main body of this Agreement then the terms in the main body of this Agreement shall prevail.

4.8 Cobra warrants and represents that the Clinical Product manufactured by Cobra, its affiliates and/or its sub-contractors and delivered to Advaxis or its affiliates hereunder for clinical use shall (i) from the date of shipment until the end of the specified shelf-life conform to the Manufacturing Specifications and shall also be manufactured in accordance with U.S. FDA Good Manufacturing Practices and Good Laboratory Practices; and (ii) be transferred free and clear of any security interests, liens and encumbrances.

4.9 Cobra shall furnish Advaxis with a certificate of analysis, in the form required by law for each batch of Clinical Product supplied hereunder with shipment of each such batch.

4.10 Advaxis shall inspect and analyze a representative sample of the Clinical Product from batches supplied by Cobra within thirty days (30) after receipt. If, after inspection, Advaxis reasonably believes the shipment does not meet the Manufacturing Specifications, Advaxis shall notify Cobra in writing within forty five (45) days after Advaxis' receipt of any such Clinical Product. If Advaxis does not so notify Cobra within the specified timescales, Advaxis shall be deemed to have accepted the Clinical Product and waived all claims against Cobra for said Clinical Product delivered, except for any latent defects that could not have been reasonably discovered upon such inspection, which defects must be notified by Advaxis to Cobra within fourteen (14) days from discovery of same. Any claims by Advaxis regarding any Clinical Product delivered shall specify in reasonable detail the nature and basis for the claim and cite relevant Cobra lot numbers or other information to enable specific identification of the goods involved. Advaxis shall not be required to accept Clinical Product having a shelf-life of less than ninety percent (90%) of the stated expiration dating on the date of shipment by Cobra.

4.11 So long as Advaxis provides Cobra with its forecast for short term and long term requirements for the Clinical Product in a regular and timely fashion (and in any event at least [once] a month), Cobra shall cooperate to anticipate Advaxis' short term and long-term requirements for Clinical Product supply and will take reasonable measures to ensure that Advaxis' and its sublicensees requirements as set forth in Advaxis' forecast can be met. Cobra shall make best efforts to ensure Advaxis is given the highest priority for supply of the Clinical Product by Cobra or Cobra's solo contractor (as appropriate).

4.12 Cobra shall allow Advaxis and/or representatives of the U.S. FDA and any other regulatory agency or authority with jurisdiction over the manufacture, marketing and distribution of the Clinical Product, at a mutually agreed time and date, to tour and inspect all facilities utilized by such party in the manufacture, testing, packaging, storage, and shipment of Clinical Product sold under this Agreement, and shall co-operate with such representatives in every reasonable manner. Each party shall also provide the other party with a copy of any U.S. FDA Form 483 notices of adverse findings, regulatory letters or similar notifications it receives from any other governmental authority setting forth adverse findings or non - compliance with any applicable laws, regulations or standards relating to the items supplied by it hereunder within five (5) days of its own receipt thereof. Each party shall also provide the other party with a copy of its proposed written response to such governmental authority before submission and shall incorporate any changes thereto which the other party may reasonably request.

4.13 Clinical Product sales will be subject to the Discount dependent on the volume of orders placed by Advaxis. The level of Discount shall be determined as set out in **Schedule 1**. Any Discount shall apply to all sales of the Clinical Product to Advaxis in the next 12 months.

4.14 The prices for the services connected with the manufacture of Clinical Product are set out in Schedule 1. These prices will be subject to review and Cobra reserves the right to increase these price by up to 2% above the rate of inflation current at the time of the price review. The current rate of inflation is defines as the UK retail price index (RPI) as published by the UK Office of National Statistics.

4.15 The price review will take place [ * ] providing the RPI [ * ]. Under those circumstances where the RPI is greater than [ * ].

4.16 Advaxis is allowed to establish or contract with a third party back up manufacturing source for any Program Deliverable provided that Advaxis shall not manufacture more than 1% of the Program Deliverable with such third party in the absence of a non Performance Event by Cobra.

**5 Change in Production Dates for Clinical Product**

5.1 Cobra has already allocated a production slot for the manufacture of the first batch of Clinical Product. Advaxis may request in writing a change of production slot for the Clinical Product already ordered at the date of this Agreement by giving written notice to Cobra not less than 2 calendar months before the date of commencement of production under the existing production slot allocated to the Clinical Product. Cobra will use its reasonable endeavours to accept any such request provided that the requested new production slot is available.

5.2 If Advaxis requests a change or cancellation of a production slot for Clinical Product already ordered at the date of this Agreement which is less than 2 calendar months' prior to the planned date of commencement of production under the existing production slot then:

5.2.1 Cobra shall use its reasonable endeavours to accept any such request provided that the requested new production slot is available;

5.2.2 Advaxis shall forfeit the amount of the deposit paid to Cobra and such deposit shall be unconditionally released to Cobra and not be creditable against the price of that Clinical Product; and

5.2.3 Advaxis shall be obliged to pay a further deposit in relation to the rescheduled production slot for that Clinical Product to which the provisions of clauses 5.1 and 5.2 shall again apply.

5.3 Advaxis may request in writing a change of production slot for any further future orders of Clinical Product not less than 6 calendar months before the date of commencement of production under the production slot allocated to the Clinical Product. Cobra will use its reasonable endeavours to accept any such request provided that the requested new production slot is available.

5.4 If Advaxis requests a change or cancellation of a production slot for any further future orders of Clinical Product and such request is made fewer than 6 calendar months' prior to the planned date of commencement of production under the production slot allocated to that Clinical Product then:

5.4.1 Cobra shall use its reasonable endeavours to accept any such request provided that the requested new production slot is available;

5.4.2 Advaxis shall forfeit

5.4.2.1 20% of the deposit where the request is made fewer than 6 months but more than 5 months before the date of commencement of production under the existing production slot allocated to that Clinical Product;

5.4.2.2 40% of the deposit where the request is made fewer than 5 months but more than 4 months before the date of commencement of production under the existing production slot allocated to that Clinical Product;

5.4.2.3 60% of the deposit where the request is made fewer than 4 months but more than 3 months before the date of commencement of production under the existing production slot allocated to that Clinical Product;

5.4.2.4 80% of the deposit where the request is made fewer than 3 months but more than 2 months before the date of commencement of production under the existing production slot allocated to that Clinical Product; or

5.4.2.5 100% of the deposit where the request is made fewer than 2 months before the date of commencement of production under the existing production slot allocated to that Clinical Product;

and the amount of the deposit paid to Cobra which is forfeited shall be unconditionally released to Cobra and not be creditable against the price of that Clinical Product; and

5.4.3 Advaxis shall be obliged to pay a further deposit in relation to the rescheduled production slot for that Clinical Product to which the provisions of clauses 5.3 and 5.4 shall again apply.

## 6 Reporting

6.1 Cobra shall ensure that regular written reports on the manufacture of the Clinical Product are provided to Advaxis.

6.2 Each party will promptly notify the other party of any material developments, progress and/or adverse events which arise in the performance of its aspects of the Clinical Trials and/or the Programme.

6.3 Each party will promptly respond with a full and proper response to any queries raised by the other party from time to time in relation to the current status of the Programme.

**7 Cobra's Right of First Refusal for Bulk Drug Substance and Drug Product**

7.1 Advaxis will notify Cobra in advance of the anticipated order level for Bulk Product for each 12 calendar months (commencing each October) by the end of the March preceding that period.

7.2 Cobra will advise Advaxis in writing within 3 calendar months following the determination of the anticipated order level for Bulk Product whether Cobra will supply:

7.2.1 all the Initial Order Level from Cobra's own production facilities;

7.2.2 all the Initial Order Level from sub-contractors of Cobra;

7.2.3 all the Initial Order Level partly from Cobra's own production facilities and partly by sub-contractors of Cobra;

7.2.4 part only of the Initial Order Level; or

7.2.5 none of the Initial Order Level.

7.3 Advaxis will notify Cobra as soon as reasonably practicable of any Increased Order Level.

7.4 Cobra will confirm in writing within 3 calendar months following notification of the anticipated Increased Order Level whether Cobra will supply:

7.4.1 all of the Increased Order Level from Cobra's own production facilities;

7.4.2 all of the Increased Order Level from sub-contractors of Cobra;

7.4.3 all of the Increased Order Level partly from Cobra's own production facilities and partly by sub-contractors of Cobra;

7.4.4 part only of the Increased Order Level; or

7.4.5 none of the Increased Order Level.

7.5 Advaxis shall ensure that all orders for requirements for Bulk Product are placed with Cobra to the extent that Cobra has indicated under clauses 7.2 and 7.4 above that it wishes to supply any Initial Order Level and/or Increased Order Level by itself and/or in conjunction with its subcontractors.

7.6 Advaxis shall ensure that only its orders for requirements for Bulk Product which Cobra has indicated under clauses 7.2 and 7.4 that it does not wish to accept will be placed with a Third Party Product Manufacturer.

7.7 All Bulk Product supplied by Cobra to Advaxis (or Advaxis' nominee) shall be supplied on Cobra's Terms and Conditions. If there is any conflict between such terms and the terms in the main body of this Agreement then the terms in the main body of this Agreement shall prevail.

7.8 Cobra shall use its reasonable endeavours to deliver any Bulk Product as soon as reasonably possible after firm orders have been placed with Cobra.

**8 Requirements for Cobra's Product Subcontractors**

8.1 If Cobra wishes to sub-contract all or any part of the production of the Clinical Product and/or the Bulk Product for the Programme, it will consult with Advaxis and obtain the prior written approval of Advaxis in respect of the identity of each sub-contractor. Advaxis shall not unreasonably refuse and/or delay such approval. Advaxis may also nominate a sub-contractor but such sub-contractor shall not be appointed without the prior written approval of Cobra, which it shall not unreasonable refuse.

8.2 Cobra will use its reasonable endeavours to conclude any sub-contracting agreements within 9 months of receiving Advaxis' notification of the Initial Order Level and/or Increased Order Level.

8.3 Any sub-contract shall conform to the same terms and conditions of this Agreement. Cobra shall forward to Advaxis any sub-contract for review by Advaxis that the terms and conditions of the sub-contract are compatible with the terms of this Agreement. If material terms are not compatible or for other reasonable commercial reasons Advaxis objects to the sub-contract, Advaxis may refuse approval to Cobra entering into the sub-contract. Cobra will ensure that adequate quality control provisions are included within any of its contracts with sub-contractors, including a specification for the production of the Clinical Product and/or the Bulk Product (as relevant).

8.4 The parties agree that, where Cobra elects to sub-contract all or part of the production of Bulk Product and/or Clinical Product, it is Cobra's intention to give preference to any eligible sub-contractor on condition that:

8.4.1 such sub-contractor has sufficient capacity, facilities and experience to produce the Bulk Product and can demonstrate accreditation for the manufacture of biological licensed materials; and

8.4.2 such sub-contractor is, as far as Cobra is aware, sufficiently financially stable, trustworthy and reputable.

8.5 Cobra shall be liable for the acts and/or omissions of its sub-contractors as if they were its own acts and/or omissions under this Agreement except where any such sub-contractor has been nominated by Advaxis as being a suitable sub-contractor in which case, as a condition of Cobra's consent to the appointment of such sub-contractor, the parties shall agree the appropriate sharing of risk in relation to the activities of such sub-contractor.

**9 Price for Bulk Product**

9.1 The price Advaxis will pay Cobra for the supply of Bulk Product is an amount equal to the Cost for the Bulk Product plus the Mark Up plus any freight, shipping, insurance, packaging and other similar costs.

9.2 Cobra shall use its reasonable endeavours to minimise the Cost of any Bulk Product which is produced by Cobra's sub-contractors. Such Cost detailed and itemized shall be presented to Advaxis.

9.3 Sections 4.8- 4.12 above shall also apply to supply of Bulk Product as if all references to "Clinical Product" were references to "Bulk Product".

9.4 Recall Notification: Each Party shall promptly notify the other Party in writing of any facts relating to the advisability of the recall, destruction or withholding from the market of the Bulk Product anywhere in the world (collectively, "**Recall**").

9.5 Recall Implementation: If at any time (a) any governmental or regulatory authority issues a request, directive or order for a Recall; (b) a court of competent jurisdiction orders a Recall; or (c) Advaxis reasonably determines that a Recall is necessary or advisable, Advaxis shall take all appropriate corrective actions to effect the Recall and Cobra shall provide Advaxis with such cooperation in connection with the Recall as Advaxis may reasonably request

9.6 Recall Costs and Expenses: Advaxis shall bear the costs and expenses of any Recall (including any costs and expenses incurred by Cobra in assisting Advaxis under clause 9.5 above) to the extent such Recall is the result of any fault or omission attributable to Advaxis or its affiliates; and Cobra shall bear all reasonable costs and expenses of any Recall to the extent such Recall is the result of any fault or omission attributable to Cobra or its affiliates.

**10 Technology Transfer**

10.1 If Cobra:

10.1.1 confirms that it will not, either itself or by using sub-contractors, supply all of Advaxis's requirements for Bulk Product; and/or

10.1.2 confirms that it will supply any and/or all of Advaxis' requirements for Bulk Product using sub-contractors and Cobra then fails to conclude any sub-contracting agreement in relation to such supply of such Bulk Product within 9 months of the date of Advaxis's notification in respect of the Initial Order Requirements and/or Increased Order Requirements (as the case may be); and/or

10.1.3 has not scaled up for commercial volume production of Bulk Product in respect of Advaxis 's Initial Order Requirements and/or Increased Order Requirements within 9 months of Advaxis notifying Cobra of Advaxis' Initial Order Requirements and/or Increased Order Requirements (as the case may be);

then Advaxis at its sole option may require Cobra to enter into a Technology Transfer to a Third Party Product Manufacturer so that the Third Party Product Manufacturer can produce the Bulk Product solely for supply to Advaxis or its nominee for use in the Programme and/or solely in the commercial exploitation of the Programme Deliverable.

10.2 Cobra and ADVAXIS shall consult in respect of the identity of any Third Party Product Manufacturer to which a Technology Transfer is to occur.

10.3 The identity of any Third Party Product Manufacturer shall be subject to Cobra's prior written consent (such consent not to be unreasonably withheld or delayed).

10.4 The Technology Transfer will:

10.4.1 be negotiated by Cobra in good faith;

10.4.2 incorporate such commercial terms as Cobra reasonably requires in order to protect its Intellectual Property Rights and/or materials in relation to Cobra Know How;

10.4.3 provide for Cobra to train the Third Party Product Manufacturer at the then current market rates for such training to produce Bulk Product.

10.5 Any costs and expenses to Cobra associated with the Technology Transfer shall be borne and paid for by Advaxis except to the extent that they are borne and paid for by the Third Party Product Manufacturer.

10.6 Advaxis at its sole discretion may instruct Cobra to enter into a Technology Transfer in accordance with this Section 10 as it relates to one or several Programme Deliverables, in one or several disease indications, and with one or several Third Party Product Manufacturers.

**11 Royalty on Technology Transfer**

11.1 Where a Technology Transfer to cover production of Bulk Product takes place (except for in a Non Performance Event as defined below), Advaxis shall pay to Cobra a [ * ] (three quarters of one percent) of the Net Sales. Such Royalty shall be capped at a maximum aggregate royalty [ * ].

11.2 A "**Non Performance Event**" shall be defined as any of the following: (a) Cobra is unable to initiate manufacture of any material required by Advaxis within 90 days due to scheduling issues, (b) Cobra is unable or causes unreasonable delays in manufacture or development of any product required by Advaxis; and/or (c) due to regulatory reasons Cobra cannot manufacture/supply material; (d) Cobra is unable to meet the quantities required by Advaxis in relation to orders accepted by Cobra.

**12 General Financial**

12.1 The payment of all sums payable under this Agreement shall be made in US Dollars based on the applicable exchange rate as published from time to time by the Wall Street Journal at the day of transfer, by telegraphic transfer to a bank account nominated from time to time by Cobra. Any applicable banking charges on such payments shall be borne by Advaxis.

12.2 Where it is necessary to calculate the exchange rate for the purposes of payment of any sums due under this Agreement, the exchange rate used shall be the exchange rate at which any monies received by Advaxis are actually converted to pounds sterling or if they are not so converted during the relevant period the exchange rate shall be the spot exchange rate for pounds sterling quoted by Advaxis's bankers at close of business on the business day preceding the due date for payment of each such sum.

12.3 All sums payable under this Agreement are exclusive of any value added tax or other applicable taxes or duties which shall be payable in addition.

12.4 All monies payable under this Agreement shall be paid in cleared funds without any set-off, deduction or withholding except any tax which Advaxis is required by law to deduct or withhold.

12.5 If Advaxis is required by law to make any tax deduction or withholding, Advaxis shall do all things in its power which may be necessary to enable or assist Cobra to claim exemption from or (if that is not possible) a credit for the deduction or withholding under any applicable double taxation or similar agreement from time to time in force, and shall from time to time give Cobra proper evidence of the deduction or withholding and payment over of the tax deducted or withheld.

12.6 If Cobra is not able to obtain a full credit under any applicable double taxation or similar agreement for any tax deduction or withholding made from monies payable to Cobra by Advaxis under this Agreement then the amount of monies payable to Cobra shall be grossed up and increased so that, after the tax deduction or withholding, Cobra actually receives the net amount that would have been due if no tax deduction or withholding was being made.

12.7 If any party fails to pay in full any monies payable under this Agreement on the date specified for payment, the amount outstanding shall bear interest, both before and after any judgement, from that date until that amount is paid in full to Cobra at the rate of 2% above the 6 month Libor rate as published in the Wall Street Journal.

12.8 Each party shall:

12.8.1 keep (and procure that third parties engaged directly and/or indirectly by it keep) true and accurate accounts and records in sufficient detail to enable the Net Sales, the Facility Occupancy Charge, the Cost of supply of Bulk Product, the Mark Up and the amount of any monies payable under this Agreement to be determined and/or verified; and

12.8.2 at the reasonable request of the other party from time to time, allow (and procure that third parties engaged directly and/or indirectly by it allow) the other party or its auditors (at its expense) to inspect such accounts and records referred to in clause 12.8.1 above and, to the extent that they relate directly or indirectly to the calculation of any monies payable under this Agreement, to take copies of them.

12.9 If, following any inspection pursuant to clause 12.8.2 above, either party's auditors certify to that party and the other party that the amount of monies paid in respect of any period falls short of the amount of the monies which were properly payable in respect of that period, the party owing the shortfall shall within 7 days of being served with a copy of the certificate pay the shortfall plus interest on that sum to the other party.

12.10 The provisions of this Section 12 shall remain in full force and effect after the termination of this Agreement for any reason until the settlement of all subsisting claims between the parties under this Agreement.

## 13 Confidentiality

13.1 For the purposes of this Agreement, any Confidential Information relating to Programme Deliverable, Vaccine Process, Bulk Product, Programme, Programme Data, Programme IP, or the Clinical Trials shall be treated as Advaxis Confidential Information.

13.2 For the purposes of this Agreement, any Confidential Information relating to the Cobra Know How shall belong to Cobra and shall be treated as Cobra's Confidential Information.

13.3 Each of the parties undertakes to the other, in respect of the other party's Confidential Information that it (and it will procure that its employees, ex-employees, consultants, and/or sub-contractors) shall:-

13.3.1 only use the other party's Confidential Information which is disclosed and/or acquired by it for the direct purposes of the Programme under this Agreement;

13.3.2 not disclose Confidential Information to any third party and maintain as confidential all the other party's Confidential Information which may come into its possession in any manner;

13.3.3 allow access to the other party's Confidential Information only to such of its employees, consultants and/or sub-contractors who need to see and use it for the purposes of the Programme under this Agreement;

13.3.4 upon request by the other party made at any time deliver up to the other party all documents, material and/or other media which is in its possession, custody or control which comprises or contains any part of the other party's Confidential Information provided that it shall be entitled to retain one copy of such Confidential Information for archive purposes; and

13.3.5 not incorporate any Confidential Information of the other party in a patent application, and may not submit any Confidential Information of the other party in any regulatory application without the express prior written authority of the other party.

13.4 Confidential Information shall not include any information which:-

13.4.1 the other party can prove by documentary evidence produced by it was information already in its possession and at its free disposal;

13.4.2 the other party can prove by documentary evidence produced by it was information independently developed by it without reference to Confidential Information of the other party;

13.4.3 is after the date of this Agreement disclosed to the other party without any obligations of confidentiality by a third party who has not derived it directly or indirectly from the party whose Confidential Information it was;

13.4.4 is or becomes available to the public through no act or default on the part of the other party; or

13.4.5 is required to be disclosed by law or the rules of any stock exchange and/or regulatory authority provided where possible the disclosing party gives not less than 7 days' advance notice of any such disclosure to the other party whose Confidential Information it is and discusses with them the form and content of such disclosure.

13.5 If a party reasonably requests that any Confidential Information of the other party be disclosed because of regulatory purposes, the party making the disclosure shall seek confidential treatment of the materials proposed to be disclosed and shall use commercially reasonable efforts to request confidential treatment of such information pursuant to Rule 406 of the Securities Act of 1933 or Rule 25b-2 of the Securities Exchange Act of 1934, as applicable (or any other applicable regulation relating to the confidential treatment of information), except to the extent that the party making the disclosure receives advice from its legal counsel that such Confidential Information is required to be disclosed under applicable laws or regulations. The party making the disclosure shall give reasonable advance notice to the other party of such disclosure and use efforts to secure confidential treatment of such information at least as diligent as such party would use to protect its own confidential information, but in no event less than reasonable efforts. In any event, the parties agree to take all reasonable action to avoid disclosure of Confidential Information hereunder. The parties will consult with each other on the provisions of this Agreement to be redacted in any filings made by the parties with the Securities and Exchange Commission or as otherwise required by law and on any disclosure to third parties.

13.6 Subject to clause 13.4 and 13.5 above, either party is allowed to disclose the other party's Confidential Information solely for regulatory purposes.

13.7 Neither party may disclose the existence of this Agreement or the terms and conditions of this Agreement without the prior written consent of another, except for regulatory purposes as set forth in Section 13. Any press release shall be coordinated by the parties subject to final review and approval by both parties.

13.8 For the avoidance of doubt either party shall be entitled to disclose the other party's Confidential Information to any sub-contractor which is performing all or part of the work under the Programme subject to it imposing duties of confidentiality and non use on the sub-contractor which are no less onerous than those contained in this Agreement.

13.9 Each party shall be liable to the other for the acts and/or omissions of its employees, ex-employees, consultants and/or sub-contractors as if they were its own acts and/or omissions under this Agreement.

13.10 The obligations of confidentiality and non use in this Agreement shall continue for 10 years after the termination of this Agreement.

13.11 Each party recognizes that violation of confidentiality results in irreparable harm and agree to injunctive relief and damages.

**14 Intellectual Property**

**14.1 A**ny and all Programme Deliverable, Programme IP and Programme Data under this Agreement shall be solely owned by Advaxis. Cobra agrees to assign and will assign to Advaxis, the sole and exclusive ownership of the Programme IP.

**14.2 Prosecution and Maintenance of Programme Intellectual Property Rights.** Advaxis shall control, prosecute and maintain all Programme IP. Advaxis shall be responsible for all costs, fees and expenses incurred from and after the Effective Date in connection with the filing, prosecution and maintenance of such Programme IP.

14.3 The disclosure or provision to Cobra of any Confidential Information of Advaxis or other information or items shall not be deemed to transfer or grant to Cobra, or any other person or entity any right, title, interest, or license in, to or under any patent or patent application of Advaxis or other intellectual property or other right of Advaxis or in or to any information, discoveries, knowledge, experience, processes, procedures, devices, compositions of matter, skills, know-how, samples, trade secrets, designs, formulae, specifications, methods, techniques, compilations, programs, devices, technical information, concepts, developments, inventions or improvements, whether patentable or not, or other technology, inventions or property of Advaxis other than any rights and/or licence granted under the terms of this Agreement.

14.4 Cobra agrees (and shall ensure that all employees and agents do the same) that all information, materials, master cell banks, regulatory reports, discoveries, knowledge, experience, processes, procedures, devices, compositions of matter, skills, know-how, samples, trade secrets, designs, formulae, specifications, methods, techniques, compilations, programs, devices, technical information, concepts, developments, inventions or improvements, whether patentable or not) arising from Cobra's performance of its obligations under this Agreement shall promptly be made known to Advaxis in writing (subject to obligations of confidentiality). Cobra willexecute any and all documents and do any and all things reasonably requested by to vest and perfect Advaxis interest in the Programme IP.

14.5 Cobra hereby assigns, and shall cause all investigators and clinical sites to assign, to Advaxis all right, title and interest, including copyrights and other Intellectual Property Rights, in and to all Programme Data.

**14.6 Enforcement of Licensed Intellectual Property Rights and Missapropriation of Know-How and Programme Deliverable.** Each party shall promptly notify the other in writing of any alleged or threatened infringement of any Programme IP of which such party becomes aware.

**14.6.1 W**ith respect to any infringement in any territory of any Programme IP, Advaxis has the sole right to direct, control and bring any action or proceeding in its own name, with respect to such infringement at its own expense and by counsel of its own choice, and Cobra shall have the right, at its own expense, to be represented in any such action by counsel of its own choice. In the event Advaxis brings an infringement action in accordance with this Section, Cobra shall cooperate fully, including if required to bring such action, the furnishing of a power of attorney provided that Advaxis pays Cobra's costs of doing the same.

14.6.2 With respect to any misappropriation, conversion or other federal, state, or local cause of action in any territory of any Programme Deliverable, and Programme Data, Advaxis has the sole right to direct, control and bring any action or proceeding in its own name, with respect to such misappropriation at its own expense and by counsel of its own choice, and Cobra shall have the right, at its own expense, to be represented in any such action by counsel of its own choice. In the event Advaxis brings an misappropriation action in accordance with this Section, Cobra shall cooperate fully, including if required to bring such action, the furnishing of a power of attorney provided that Advaxis pays Cobra's costs of doing the same.

14.7 T**hird Party Infringement Claims.** Each party shall promptly notify the other in writing of any allegation by a third party that the activity of either of the parties pursuant to this Agreement infringes or may infringe the Intellectual Property Rights of such third party. Advaxis shall have the sole right to control, direct or defend in its own name any defense, action, appeal of any such claim, action, proceeding at its own expense and by counsel of its own choice. Advaxis shall act in good faith in the conduct of any such third party claim. During the pendency of any such proceeding or any appeal thereof where the proceedings are as a result of any default of Cobra under this Agreement, any payment hereunder to Cobra shall be paid by Advaxis into an interest-bearing escrow account pending the outcome of such proceeding. Upon a favorable final resolution of such proceeding or any appeal thereof retaining the full rights, Advaxis shall resume paying Cobra the full royalties, and all funds in such escrow account shall be paid to Cobra plus any interest which has accrued on such sum. Upon an unfavorable final resolution of such proceeding or any appeal thereof, the funds in such escrow account shall be applied toward the damage award in such action, if any, and the balance plus interest, if any, paid to Cobra.

14.8 **Cooperation of the Parties.** Each party agrees to cooperate fully in the preparation, filing, and prosecution of any Programme IP under this Agreement and in the obtaining and maintenance of any patent extensions, supplementary protection certificates and the like with respect to any Intellectual Property Rights being developed or commercialized by Advaxis. Such cooperation includes, but is not limited to, promptly informing the other party of any matters coming to such party's attention that may affect the preparation, filing, prosecution or maintenance of any Intellectual Property Rights.

14.9 Cobra shall not co-mingle any Programme Deliverable and/or Programme IP and/or Programme Data with any compositions, data, information, materials, and methods which are proprietary to a third party; and/or with any Cobra Know- How.

## 15 Representations and Warranties

15.1.1 Cobra represents and warrants to Advaxis that:

**(a)** it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder;

**(b)** this Agreement is a legal and valid obligation binding upon it and enforceable in accordance with its terms; and

**(c)** the execution, delivery and performance of this Agreement do not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

**(d)** Cobra has the ability, capacity to perform, manufacture and supply the Bulk Product under the terms and conditions of this Agreement

## 16 Indemnities

16.1 With respect to any indemnification obligations of either party to the other party under this Agreement, the following conditions must be met for such indemnification obligations to become applicable where a third party is involved: (a) the indemnified party shall notify the indemnifying party promptly in writing of any claim which may give rise to an obligation on the part of the indemnifying party hereunder; (b) the indemnifying Party shall be allowed to timely undertake the sole control of the defense of any such action and claim, including all negotiations for the settlement, or compromise of such claim or action at its sole expense; and (c) the indemnified party shall render reasonable assistance, information, co-operation and authority to permit the indemnifying Party to defend such action, it being agreed that any out-of-pocket expenses or other expenses incurred by the indemnified party in rendering the same shall be borne or reimbursed promptly by the indemnifying party. These conditions shall not apply where the claim for which a party may seek indemnification from the other party under this section 16 is a claim as between the two parties.

16.2 Advaxis will indemnify and keep indemnified Cobra against any and all claims, damages, awards, costs (including legal costs on a full indemnity basis), compensation, actions, expenses, proceedings and any other losses and/or liabilities that may be caused by and/or arise as a result of the conduct of the Clinical Trials by Advaxis and/or its employees, sub-contractors and/or agents, use of the Advaxis IP and/or the Clinical Product and Bulk Product (apart from the Cobra Know How) and/or any of the foregoing infringing and/or being alleged to infringe any third party Intellectual Property Rights except to the extent that such matters are due to i) manufacture or supply of Clinical Product and/or Bulk Product not in accordance with Manufacture Specifications; ii) breach of the representations and warranties of this Agreement; iii) a willfull or grossly negligent act by Cobra; or iv) an inherent defect in the Cobra Know How and/or a defect in the manufacture of Bulk Product supplied by Cobra.

16.3 Cobra will indemnify and keep indemnified Advaxis from and against any and all claims, damages, awards, costs (including legal costs on a full indemnity basis), compensation, actions, expenses, proceedings and any other losses and/or liabilities that may be caused by and/or arise as a result of a defect in the production of the Bulk Product provided by Cobra and/or its employees, sub-contractors (except to the extent that risk is agreed not to borne by Cobra under clause 8.5) and/or agents.

16.4 If the parties are not able to resolve which party is liable to indemnify the other party then the matter shall be determined by an expert in accordance with section 21.

## 17 Force Majeure

17.1 If either party is affected by Force Majeure it shall immediately notify the other party of its nature and extent.

17.2 Neither party shall be deemed to be in breach of this Agreement or otherwise be liable to the other, by reason of any delay in the performance, or the non-performance, of any of its obligations under this Agreement (other than in respect of payment), to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended by a period equal to the period of the Force Majeure.

17.3 If the Force Majeure in question prevails for a continuous period in excess of 6 months, the party not affected by the Force Majeure shall, for so long as the Force Majeure continues, have the right to immediately terminate this Agreement by written notice served on the other party.

**18 Duration and Termination**

18.1 This Agreement shall come into force on the date of this Agreement and shall, unless terminated earlier for any reason, continue in force for as long as the Programme continues.

18.2 Either party may terminate this Agreement forthwith by giving written notice to the other if:

18.2.1

18.2.2 the other party breaches any of its obligations under this Agreement (and, if the party fails to remedy it within 45 days after being given a written notice containing full particulars of the breach and requiring it to be remedied); or

18.2.3 the other party persistently breaches its obligations under this Agreement and does not cure such breaches after being provided with reasonable notice and an opportunity to cure such breaches; or

18.2.4 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the other party; or

18.2.5 the other party becomes subject to an administration order, a moratorium is declared in respect of its debts or it makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986); or

18.2.6 the other party goes into liquidation (except for the purposes of amalgamation or reconstruction and so that the resulting company effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement); or

18.2.7 the other party suffers or undergoes any procedure analogous to any event specified in clauses 18.2.3 to 18.2.5 above or any other procedure available in the country in which the other party is constituted or established against or to an insolvent debtor or available to the creditors of such a debtor.

18.2.8 In the event Advaxis determines that patient safety considerations or due to regulatory considerations that the supply/manufacture of the Bulk Product or Programme Deliverable should immediately cease and the Bulk Product or Programme Deliverable withdrawn from the market, Advaxis shall promptly inform Cobra of such determination and the reasons therefore and the Supply/Manufacture shall terminate.

18.3 For the purposes of clause 18.2.2 above, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that the time of performance is not of the essence).

18.4 [ * ].

**19 Effects of Termination**

19.1 If this Agreement is terminated by Cobra under clauses 18.2.1 to 18.2.7, Cobra shall transfer to Advaxis any and all Programme Deliverable, Vaccine Process, Programme IP, Programme Data, and Know-How and any information and materials reasonably requested by Advaxis so as to allow them to continue with the Programme and the development, trials and/or exploitation of the Programme Deliverable.

19.2 The termination of this Agreement by Advaxis shall not affect any existing contracts for the supply of Clinical Product and/or Bulk Product which shall remain in force unless Advaxis also terminates such contracts in accordance with their terms. On termination of this Agreement by Advaxis , Cobra may at its option terminate any outstanding orders for Clinical Product and/or Bulk Product without any liability to Cobra.

19.3 Upon the termination of this Agreement for any reason any provisions which expressly and/or impliedly survive the such termination shall continue in full force and effect including sections 4 to 14, 16, 17, 18, 19 and 20.

19.4 Termination of this Agreement shall not affect any pre-existing claims and/or rights of the parties arising and/or in force prior to such termination.

19.5 Any and all payments due as at the date of termination shall immediately become due and payable.

**20 General**

**20.1 Relationship Between the Parties.** The parties' relationship, as established by this Agreement, is solely that of independent contractors. This Agreement does not create any partnership, joint venture or similar business relationship between the parties. Neither party is a legal representative of the other party, and neither party can assume or create any obligation, representation, warranty or guarantee, express or implied, on behalf of the other party for any purpose whatsoever.

20.2 Any notice required or provided for by the terms of this Agreement shall be in writing, addressed to the address at the head of this Agreement or such other address as may be notified in writing, and sent by registered or certified mail, return receipt requested, postage prepaid, or by express courier service providing evidence of delivery or by facsimile transmission. The effective date of any notice shall be the date of receipt by the Cobra.

20.3 This Agreement may be executed in two counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

20.4 All rights of any third party to enforce the terms of this Agreement are excluded. This shall not apply to members of each party's group in relation to which it gives its consent who shall be entitled to enforce the terms of this Agreement in addition to that party. All rights of third parties to enforce the terms of this Agreement may be varied and/or extinguished by the agreement of the parties to this Agreement without the consent of any such third party.

20.5 This Agreement shall take effect from the date of the last party to sign this Agreement or date upon which signed copies are exchanged by the parties.

20.6 Nothing in this Agreement is intended or will be construed as constituting a partnership, agency or joint venture relationship between the parties. All activities by the parties under this Agreement will be performed by them as independently.

20.7 Waiver by either party of a breach of, or failure to comply with, this Agreement by the other party is of no effect unless it is in writing and signed by or on behalf of the first mentioned party.

20.8 If any term or provision of this Agreement can sustain two or more interpretations, one of which results in the terms or provision being valid, legal or enforceable, that term or provision will be given that interpretation rather than an interpretation which would or be likely to result in the term or provision being invalid, illegal or unenforceable.

20.9 If any term or provision of this Agreement is to any extent held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining terms or provisions (and any application of the said terms or provisions) will not in any way be affected or impaired.

20.10 If any term or provision of this Agreement is to any extent held to be invalid, illegal or unenforceable, the parties will negotiate in good faith and, if legally possible, will agree on an alternate term or provision having regard to the original intention of the parties.

20.11 Advaxis has the right to assign its rights in this Agreement. Cobra does not have the right to assign its right in this agreement.

20.12 This Agreement represents the entire understanding between the parties and supersedes any and all previous understandings both written and oral with respect to the subject matter of this Agreement with the exception of the discount and royalty terms applied to contracts agreed before January 2005.

20.13 This Agreement may not be amended, varied, supplemented or otherwise modified except by an instrument in writing signed by both parties.

20.14 Cobra shall ensure that, in addition to this Agreement between Cobra and Advaxis, any successor to Cobra is bound by an agreement with Advaxis on the same terms as this Agreement as if such successor were Cobra under this Agreement

20.15 Each party shall from time to time do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of this Agreement.

20.16 Except as otherwise provided in this Agreement, the parties shall bear their own costs of and incidental to the preparation, execution and implementation of this Agreement

**21 Experts**

21.1 If the parties are unable to agree on the calculation of Cost in relation to any matter and/or the calculation of Net Sales from exploitation of the Resale Products within 30 days then the calculation shall be determined by an independent chartered accountant selected by the agreement of the parties. If the parties have not agreed upon the identity of such accountant within 14 days then, upon the application of either party, he shall be selected by the President of the Institute of Chartered Accountants of England and Wales at the relevant time. Such accountant shall be appointed on behalf of the parties jointly and each party shall initially pay half his professional fees. In determining the relevant Cost and/or division of Net Sales such accountant shall act as an expert and not as an arbitrator and may make any award as to costs as he sees fit in his absolute discretion. His decision shall be final and binding on the parties save in the case of manifest error.

21.2 If the parties are unable to agree on the cause of any defect in the Programme Deliverable for the purposes of the indemnities in section 16 within 30 days then the cause shall be determined by an independent biological engineering expert selected by the agreement of the parties. If the parties have not agreed upon the identity of such expert within 14 days then, upon the application of either party, he shall be selected by the President of the Institute of Chemical Engineers in England and Wales at the relevant time. Such expert shall be appointed on behalf of the parties jointly and each party shall initially pay half his professional fees. In determining the relevant cause such expert shall act as an expert and not as an arbitrator and may make any award as to costs as he sees fit in his absolute discretion. His decision shall be final and binding on the parties save in the case of manifest error.

**22 Disputes**

22.1 English law shall apply to the whole of this Agreement, and each party agrees to submit to the non-exclusive jurisdiction of the English courts.

**23 Intellectual Property**

23.1 The terms as agreed in the existing Phase I and II agreements between Cobra and Advaxis shall apply and remain in full force and effect. If there is any conflict between the terms of this Agreement and the terms of the existing Phase I and II agreements, the terms of this Agreement shall prevail.

**24 Exclusive supply**

24.1 Cobra shall not provide, supply, license, transfer, convey, or disclose, Programme Deliverable, Vaccine Process, Programme Data, Programme IP, to any third party for research or development pre-clinical or clinical trials, importing, distribution, sales or any other commercial purpose, or any other purpose, without the prior written consent of Advaxis. This section shall survive termination of this Agreement for any reason. Cobra shall not manufacture or supply any live or dead, or recombinant Listeria product to any third party for any commercial purpose without the prior written consent of Advaxis. This section shall survive the termination of this agreement for any reason.

**IN WITNESS OF THE ABOVE** the parties have signed this Agreement on the date written at the head of this Agreement.

**SCHEDULE 1**
**Price for Clinical Product and Retrospective Discount**

[ * ]

[ * ]

[ * ]

**SCHEDULE 2**
**ADVAXIS Intellectual Property**

**To be added by Advaxis**

**DRAFT for Discussion Only**

**SCHEDULE 3**
**Cobra's Terms and Conditions**

Any order given to Cobra to conduct contract manufacturing services shall be deemed to constitute an acceptance of the following terms and conditions of business.

The terms and conditions of business detailed below shall be automatically incorporated into any contract between Cobra and the Customer and shall override and exclude any conditions of purchase which are in any way in conflict with same notwithstanding, the date or dates of any purchase order incorporating any conflicting conditions of purchase, and an acceptance by Cobra of a purchase order from the Customer shall not be deemed to be an acceptance of any such conflicting conditions of purchase.

**1. CONFIDENTIALITY**

Cobra undertakes as follows:

1.1 to regard the material, information and results as confidential and the property of the Customer;

1.2 to take all practical steps possible to ensure that the work, material, information and results are kept secure and not subject to unauthorised disclosure;

1.3 to disclose the material, information and results only to those of its employees who need to know the same and Cobra shall take all steps reasonably practicable to ensure that such employees will comply with the requirements and restrictions herein contained.

The foregoing provisions shall not apply to that part of information or the results which Cobra can clearly demonstrate:

1.1 was known to it from its own activities prior to disclosure by the Customer as evidenced by written records of Cobra predating the date of such disclosure by the Customer; or

1.2 was part of the public domain or the subject to public knowledge at the date of disclosure by the Customer; or

1.3 becomes part of the public domain or the subject of public knowledge after the date of disclosure by the Customer without breach of any obligation owed by Cobra to the Customer; or

1.4 are furnished to Cobra by a third party without breach of any obligation of confidentiality owed by that third party to the Customer; or

1.5 .

**2. SUB-CONTRACTING**

Cobra shall have the authority to sub-contract all or any part of the work to be carried out in terms of its contract with a Customer, with consent of the Customer, not to be unreasonably withheld, subject to the sub-contractor entering into a confidentiality agreement with Cobra on standard terms. (TO BE AMENDED AS ABOVE )

**3. QUALITY ASSURANCE**

3.1 Cobra undertakes that it shall conduct the work with all reasonable skill and care and where applicable under the prevailing norms for Good Manufacturing Practice and Good Laboratory Practice as applied to the manufacture of biotherapeutic products for Phase I/II clinical trial purposes.

3.2 Subject to clause 3.1 above, Cobra does not give any guarantee or assurance that the product in question shall be successfully produced.

**4. HEALTH AND SAFETY**

To allow Cobra to comply with the Health and Safety at Work Act (1974) or any subsequent or amending legislation the Customer shall provide Cobra with all available information regarding known or potential hazards associated with the use of any materials supplied to Cobra by the Customer.

**5. VARIATIONS**

It is recognised that during the work minor variations from intended methodology may become advisable because of results observed, and at the Customer’s request. Any change in the contract price resulting therefrom will be incorporated in the final account.

Major changes to the intended methodology required by the Customer must be made in writing to Cobra and will be the subject of a mutually agreed price which will be substituted for or charged in addition to the original contract price. Any dispute as to price will be resolved by written mutual agreement between authorised representatives/directors of Cobra and the Customer. HOW DO WE TEST THIS?

**6. REPORTS**

Cobra will provide a Final Report on completion of the work. Additional copies of Reports will be provided at the Customer’s request and expense.

Cobra shall publish any Report or data prepared for the Customer by Cobra without the prior written consent of Advaxis .

The name of Cobra or the names of any of its staff shall not be used for any advertising, promotional or other public purposes without the prior written consent of Cobra.

All results arising from the work shall be provided to the Customer and shall be the property of the Customer. Cobra shall make no use of the results without obtaining the Customer's written permission; such permission not to be unreasonably withheld.

**7. PROTOCOLS AND CONTRACTS**

The Customer shall not make any use of this contract, the protocols or any related documents for negotiations or discussions with third parties other than Regulatory Authorities, Licensees, associate companies or members of the Customer's consortium funding the work without the prior written approval of Cobra. The Customer has a duty of confidentiality to Cobra in relation to such documentation.

**8. PAYMENT**

All invoices are payable within 30 days of the invoice date or as stated in the quotation for the work to be performed. After due notice Cobra reserves the right to cease or suspend all work on a project on which payment remains in arrears, and to hold the Customer in breach of contract. Cobra shall have the right to dispose of any saleable stock or other items employed in connection with the project and to set off the proceeds of such disposal against unpaid accounts.

**9. INTEREST**

If the Customer fails to pay any sum due under these terms and conditions, then, subject to this clause, interest shall be charged thereon from the due date until the date payment is made at the rate of [two] per cent per annum over the base rate of HSBC Bank from time to time in force.

**10. PRICES**

The contract price excludes the cost of importation of samples or specimens and freight charges associated with their return shipment.

Prices are exclusive of VAT which will be charged, where appropriate, at the prevailing rate.

**11. INTELLECTUAL PROPERTY RIGHTS AND INVENTIONS**

All discoveries and patentable inventions excepting methodological innovation arising during the project shall be the property of the Customer.

**12. OWNERSHIP OF MATERIALS**

Where the contract involves the use by Cobra of material provided to it by the Customer or on the Customer's behalf, whether for the purposes of evaluation, validation, testing or manufacture, the Customer shall be deemed to have provided to Cobra either (1) the necessary authority of the Customer as a proprietor of such material or (2) the necessary authority of the proprietor of such material, to enable and authorise Cobra to use such material for the purposes of the contract. The onus shall be on the Customer to take all steps reasonably necessary to satisfy itself that the appropriate authority is in place, and the Customer shall indemnify Cobra in respect of any claims made against Cobra by any third party as a result of the Customers breach of its obligations herein contained.

Such material shall be used by Cobra solely for the purposes of evaluation, validation, testing or manufacture whichever is applicable as agreed with the Customer and for no other purpose.

## 13. CUSTOMERS CONFIDENTIALITY OBLIGATIONS

In that the Customer (which shall include their employees and representatives) may come into possession of information relating to Cobra's development and research activities or their manufacturing or commercial interests in general terms, or more particularly details of Cobra's study Protocols or testing methods or related information either through discussions or correspondence with Cobra or during visits to Cobra's premises the Customer hereby undertakes to regard such information as confidential and the property of Cobra, to take all practical steps to ensure that the said information is kept secure and not subject to unauthorised disclosure, and to disclose the said information only to those of its employees who need to know the same and who are bound by similar confidentiality obligations.

Section 1, subsection 2 shall apply mutatis mutandis.

## 14. ARCHIVAL STORAGE

At the conclusion of the work and within thirty (30) days of the receipt by Cobra of a written request from the Customer to do so, Cobra shall arrange for the destruction or return to the Customer of any remaining material or any sub-units or derivatives thereof, together with any information and Results relating thereto, but subject always to Cobra being entitled to retain such material, or copies of information and Results, as will enable it to comply with GLP, GMP or any other relevant regulations. In the event of no such request from the Customer, Cobra shall retain in its archive for a period of ten years following the date of the Final Report all slides, blocks, original data and other materials arising out of the project, or for such shorter period as, in the opinion of Cobra, the quality of the material affords evaluation. Cobra reserves the right to make a charge for such storage or for the transport of materials. At the end of the ten years referred to above, Cobra shall contact the Customer for instructions on the transfer, retention or disposal of materials.

**15. TERMINATION**

15.1 Subject to clause 15.2 below, either the Customer or Cobra shall be entitled to terminate the contract by giving the other three months written notice. In the event of termination by the Customer, for any reason not the fault of Cobra, Cobra reserves the right to charge for all costs associated with the termination.

15.2 Either party may terminate these terms and conditions forthwith by written notice to the other party if:

15.2.1 the other party shall commit a material breach of any of its obligations under these terms and conditions and shall not have remedied such a breach within thirty days of receiving written notice of the breach; or

15.2.2 the other party shall become bankrupt or enter into liquidation (other than the reconstruction of amalgamation) or have a receiver appointed of its assets or any part thereof or any administrative order is served upon it.

15.2.3 In the event Advaxis determines that patient safety considerations or due to regulatory considerations that the supply/manufacture should cease, Advaxis shall promptly inform Cobra of such determination and the reasons therefore and the Supply/Manufacture shall terminate.

15.3 Termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

15.4 For the avoidance of doubt, termination shall not affect any property or intellectual property rights vested in the Customer under these terms and conditions.

**16. FORCE MAJEURE**

16.1 Cobra shall not be liable for any delay in meeting or for failure to meet any of its obligations under these terms and conditions due to any cause outside of its reasonable control, including without limitation, strikes and lock-outs (but excluding strikes and lock-outs of the affected party and its subcontractors), acts of God, war, riot, malicious acts of damage (but excluding malicious damage involving the employees of the affected party or its subcontractors), fire, acts of any government authority or failure of the public electricity supply. [The exception being a decision by the Medicines Control Agency, which indicates that the material provided, has been produced without appropriate GMP or GLP controls/documentation].

16.2 If Cobra is prevented from meeting any of its obligations due to an event described in 16.1, it shall promptly notify the Customer in writing of the circumstances and if Cobra shall have been so prevented from meeting its obligations for more than thirty days following the date of giving such notice, then either party may terminate these terms and conditions forthwith upon written notice.

16.3 In the event of termination by either party by reason of Cobra suffering an event described in clause 16.1 which prevents Cobra from meeting its obligations for more than thirty days from the date which Cobra gave notice of the event to the Customer, then subject to clause 15.3, the Customer shall be under no obligation to pay Cobra any sum.

**17. LIMITATION OF LIABILITY AND INDEMNITY - same as Section 16 above**

**18. CONTINUING OBLIGATIONS**

Notwithstanding termination of the contract or completion of the work these Terms and Conditions shall remain in full force and effect and may be founded upon by either Cobra or the Customer and that for a period of ten years after such termination or completion.

**19. NOTICES**

19.1 Any notice, which expression includes any other communication whatsoever which is made in accordance with these terms and conditions, should reference the Cobra contract shown at the head of these terms and conditions and shall, without prejudice to any other method of giving it, be sufficiently given if it is sent by registered or recorded delivery first class post to the other party to the address stated on the signature page of these terms and conditions or to such other address as the respective party may advise by notice in writing from time to time.

19.2 Notices shall be deemed to have been properly given after three working days in the case of notices posted in the United Kingdom to a destination therein and eight working days in the case of all other notices posted internationally.

19.3 Any written notices or instructions to make variations under clause 5 shall be sent to each party’s project manager.

**20. WAIVER**

No delay or failure of either party in enforcing against the other party any term or condition hereunder and no partial exercise by either party any right hereunder, shall be deemed to be a waiver of any right of that party under these terms and conditions.

## 21. CONSTRUCTION OF THESE TERMS AND CONDITIONS

21.1 If the scope of any of the provisions of these terms and conditions is too broad in any respects to permit enforcement to its full extent, then the parties agree that such a provision shall be enforced to the maximum extent permitted by law and that such provision shall be deemed to be varied accordingly.

21.2 No purported variations of these terms and conditions shall take effect unless made in writing and signed by an authorised representative of each party.

## 22. PROPER LAW OF CONTRACT

These terms and conditions shall be governed by and construed in accordance with English law.

## SCHEDULE 4

### Facility Occupancy Charge

The Facility Occupancy Charge ("FCC") will be calculated as follows:

$$FCC = \frac{\text{Total Annual Facility Cost} \times \text{Programme Area} \times \text{number of weeks of occupancy}}{\text{Total area of production facility} \times 46}$$

Where:

Total Annual Facility Cost equals the total annual cost of operating and maintaining the relevant production facility (including depreciation and any interest payments paid on debts incurred after investment in Product specific facility and or equipment modifications required by any regulatory authority); and

Programme Area is the area of the relevant production facility used in the production of Product for the Programme.

…….....
for and on behalf of
**COBRA BIOLOGICS LTD**

Name: …….

Title: ……..…….

…….....
for and on behalf of
**ADVAXIS INC**

Name: …….

Title: …….

# GOLDSTEIN GOLUB KESSLER LLP

Certified Public Accountants and Consultants

NEXIA INTERNATIONAL

## CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors
Advaxis, Inc.

We hereby consent to incorporation by reference in the Registration Statement (No. 333-122504) on Form SB-2 of our report dated November 29, 2005 on the balance sheet of Advaxis, Inc. (a development stage company) as of October 31, 2005, and the related statements of operations, stockholders' equity (deficiency), and cash flows for the year ended December 31, 2003, the period from January 1, 2004 to October 31, 2004, the year ended October 31, 2005, and the period from March 1, 2002 (inception) to October 31, 2005. We also consent to the reference to our Firm under the caption "Experts".

Goldstein Golub Kessler LLP

**GOLDSTEIN GOLUB KESSLER LLP**
New York, New York

December 28, 2005