

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549

**FORM S-8**  
Registration Statement  
Under the Securities Act of 1933

**ADVAXIS, INC.**  
(Name of Registrant in its charter)

**COLORADO**  
(State or jurisdiction of  
incorporation or organization)

**84 - 1521955**  
(I.R.S. Employer  
Identification No.)

**212 CARNEGIE CENTER #206**  
**PRINCETON, NJ 08546**  
**(609) 895-7150**  
(Address, including zip code, and telephone number,  
including area code, of Registrant's principal executive offices)

**2004 Stock Option Plan**  
(Full Title of the Plan)

**MR. TODD DERBIN**  
**ADVAXIS, INC.**  
**212 CARNEGIE CENTER # 206**  
**PRINCETON, NJ 08546**  
**(609) 895-7150**  
(Name, address, including zip code, and telephone number,  
including area code, of agent for service)

With copies to:

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

CALCULATION OF REGISTRATION FEE

		<b>Proposed</b>	<b>Proposed</b>	
		<b>Maximum</b>	<b>Maximum</b>	
	<b>Amount</b>	<b>Offering</b>	<b>Aggregate</b>	<b>Amount of</b>
<b>Title of Securities</b>	<b>To be</b>	<b>Price per</b>	<b>Offering</b>	<b>Registration</b>
<b>to be Registered</b>	<b>Registered</b>	<b>Share</b>	<b>Price</b>	<b>Fee</b>
Common Stock, par value \$.001 per share	2,381,525	\$.22 <sup>(1)</sup>	\$523,875	\$56.00 <sup>(1)</sup>

(1) The proposed maximum offering price per share has been estimated/determined pursuant to Rule 457(h), and is based on the ask price of the Company's Common Stock on the Over the Counter Bulletin Board on November 30, 2005.

## PART I

### INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

#### ITEM 1. PLAN INFORMATION

The documents containing the information specified in this Item 1 will be sent or given free of charge to employees, directors or consultants who have been awarded options under the Advaxis, Inc. (f/k/a Great Expectations and Associates, Inc.) 2004 Stock Option Plan (the "2004 Plan"), and are not being filed with, or included in, this Registration Statement on Form S-8 (this "Registration Statement"), in accordance with the rules and regulations of the Securities and Exchange Commission (the "Commission").

#### ITEM 2. REGISTRANT INFORMATION AND EMPLOYEE PLAN ANNUAL INFORMATION

The documents containing the information specified in this Item 2 will be sent or given free of charge to employees, directors or consultants who have been awarded options under the Plan and are not being filed with, or included in, this Registration Statement, in accordance with the rules and regulations of the Commission.

## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents, which heretofore have been filed with the Commission by Advaxis, Inc., a Colorado corporation (the "Company" or "Registrant"), are incorporated by reference in this Registration Statement:

- (a) the Registrant's Quarterly Report on Form 10-QSB for the fiscal quarter ended July 31, 2005;
- (b) the Registrant's Quarterly Report on Form 10-QSB for the fiscal quarter ended April 30, 2005;
- (c) the Registrant's Quarterly Report on Form 10-QSB for the fiscal quarter ended January 31, 2005;
- (d) the Registrant's Annual Report on Form 10-KSB for the fiscal year ended October 31, 2004;
- (e) the Registrant's Current Reports on Form 8-K filed on August 4, 2005; August 8, 2005; September 1, 2005; September 7, 2005; September 28, 2005; October 7, 2005; October 14, 2005; and November 9, 2005;
- (f) the description of the Company's Common Stock, par value \$.001 per share (the "Common Stock"), which is contained in the Company's Registration Statement filed under the Securities Exchange Act of 1933, as amended (the "'33 Exchange Act"), including any amendment or report filed with the Commission for the purpose of updating such description of Common Stock.

All documents filed by the Registrant with the Commission pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "'34 Exchange Act"), subsequent to the date hereof and prior to the filing of a post-effective amendment, which indicates that all securities offered have been sold or which deregisters all such securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents. Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is incorporated or deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

**ITEM 4. DESCRIPTION OF SECURITIES.**

Not applicable.

**ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.**

Not applicable.

**ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.**

The Company's Articles of Incorporation, as amended, provides that the personal liability of all of its directors of the Company shall be eliminated to the fullest extent permitted by the Colorado Revised Statutes ("C.R.S.").

In addition, the Company's Articles of Incorporation, as amended, and its Bylaws, as amended, provide that the Company shall indemnify its officers and directors, and any employee who serves as an officer or director of any corporation at the Company's request, to the fullest extent permitted under and in accordance with the C.R.S. Under the C.R.S., directors and officers as well as employees and individuals may be indemnified against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with specified actions, suits or proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation as a derivative action) if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful.

**ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.**

Not Applicable

**ITEM 8. EXHIBITS.**

Exhibit

- 4.1 2004 Stock Option Plan
- 4.2 Certificate of Incorporation
- 5 Opinion of Jody M. Walker, Esq. regarding the legality of the securities being registered.
- 23.1 Consent of Tannenbaum & Company P.C., independent auditors of Registrant.

**ITEM 9. UNDERTAKINGS.**

(a) The undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
  - (i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
  - (ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement; and

- (iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.
- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers, and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer, or controlling person of the Registrant in the successful defense of any action, suit, or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on December 1, 2005.

**ADVAXIS, INC**

By: /s/ J. Todd Derbin

\_\_\_\_\_  
J. Todd Derbin, President and Chief Executive Officer

**COMPANY NAME CORPORATION**

By: /s/ Roni A. Appel

\_\_\_\_\_  
Roni A. Appel, Chief Financial Officer and Secretary  
Title

**SIGNATURE PAGE  
AND  
POWER OF ATTORNEY**

The undersigned directors of Advaxis, Inc. by their execution of this signature page hereby constitute and appoint J. Todd Derbin with power to act one without the other, as our true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for us and in our stead, in any and all capacities to sign any and all amendments (including post-effective amendments) to this Registration Statement and all documents relating thereto, 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, full power and authority to do and perform each and every act and thing necessary or advisable to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitutes, may lawfully do or cause to be done by virtue hereof.

<u>Signatures</u>	<u>Title</u>	<u>Date</u>
<u>/s/ J. Todd Derbin</u>	CEO & President, Director	December 1, 2005
<u>/s/ Roni A. Appel</u>	CFO & Secretary, Director	December 1, 2005
<u>/s/ James Patton</u>	Director	December 1, 2005
<u>/s/ Scott Flamm</u>	Director	December 1, 2005
<u>/s/ Thomas McKearn</u>	Director	December 1, 2005
<u>/s/ Richard Berman</u>	Director	December 1, 2005

GREAT EXPECTATIONS AND ASSOCIATES, INC.  
2004 STOCK OPTION PLAN

(Effective as of November 12, 2004)

1. Purpose.

The purposes of this 2004 Stock Option Plan (the "*Plan*") are to induce certain individuals to remain in the employ or service of Great Expectations and Associates, Inc., a Colorado corporation (the "*Company*") and its present and future subsidiary corporations (each a "*Subsidiary*"), as defined in Section 425(f) of the Internal Revenue Code of 1986, as amended (the "*Code*"), to attract new individuals to enter into such employment and service and to encourage such individuals to secure or increase on reasonable terms their stock ownership in the Company. The Board of Directors of the Company (the "*Board*") believes that the granting of stock options (the "*Options*") under the Plan will promote continuity of management and increased incentive and personal interest in the welfare of the Company and aid in securing its continued growth and financial success. Options will be either (a) "incentive stock options" (which term, when used herein, shall have the meaning ascribed thereto by the provisions of Section 422 (b) of the Code) or (b) options which are not incentive stock options ("non-incentive stock options"), as determined at the time of the grant thereof by the Administrator referred to in Section 3(A) hereof.

2. Shares Subject to Plan.

Options may be granted to purchase up to Two Million Three Hundred Eighty One Five Hundred Twenty Five (2,381,525) shares of the common stock, par value \$0.001 per share (the "*Common Stock*") of the Company. Of the options to purchase up to Two Million Three Hundred Eighty One Five Hundred Twenty Five (2,381,525) such shares shall be initially reserved for options to holders of options of the Advaxis, Inc., a Delaware corporation, 2002 Stock Option Plan as amended on February 19, 2003 (the "*2003 Plan*") in substitution for cancellation of the 2003 Plan.

3. Administration.

(A) The Plan shall be administered by either the Board or, at the option of the Board, a stock option committee (the "*Committee*"), which, if appointed, shall consist of two or more members of the Board, both or all of whom shall be "disinterested persons" within the meaning of Rule 16b-3(c)(2)(i) promulgated under Section 16(b) of the Securities Exchange Act of 1934 (the "*Exchange Act*"). The Committee, if appointed, shall be appointed annually by the Board, which may at any time and from time to time remove any member or members of the Committee, with or without cause, appoint additional members to the Committee and fill vacancies, however caused, in the Committee. A majority of the members of the Committee shall constitute a quorum. All determinations of the Committee shall be made by a majority of its members present at a meeting duly called and held. Any decision or determination of the Committee reduced to writing and signed by all of the members of the Committee shall be fully as effective as if it had been made at a meeting duly called and held. The Committee, or if a Committee has not been appointed, the Board, in its capacity as administrator of the Plan, is hereinafter referred to as the "*Administrator*".

(B) Subject to the express provisions of the Plan, the Administrator shall have complete authority, in its discretion, to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to it, to determine the terms and provisions of the respective option agreements or certificates (which need not be identical), to determine the individuals (each a "*Participant*") to whom and the times and the prices at which Options shall be granted, the periods during which each Option shall be exercisable, the number of shares of the Common Stock to be subject to each Option and whether such Option shall be an incentive stock option or a non-incentive stock option and to make all other determinations necessary or advisable for the administration of the Plan. In making such determinations, the Administrator may take into account the nature of the services rendered by the respective Participants, their present and potential contributions to the success of the Company and the Subsidiaries and such other factors as the Administrator in its discretion shall deem relevant. The Administrator's determination on the matters referred to in this Section 3(B) shall be conclusive. Any dispute or disagreement which may arise under or as a result of or with respect to any Option shall be determined by the Administrator, in its sole discretion, and any interpretations by the Administrator of the terms of any Option shall be final, binding and conclusive.

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4. Eligibility.

An Option may be granted to (1) employees and consultants of the Company or a Subsidiary, (2) directors of the Company or a Subsidiary who are not employees of the Company or a Subsidiary (“*Outside Directors*”), and (3) employees and consultants of a corporation which has been acquired by the Company or a Subsidiary as provided in Section 17.

5. Option Prices.

(A) Except as otherwise provided in Section 17 hereof, the initial per share option price of any Option which is an incentive stock option shall not be less than the fair market value of a share of the Common Stock on the date of grant; provided, however, that, in the case of a Participant who owns more than 10% of the total combined voting power of the Common Stock at the time an Option which is an incentive stock option is granted to him, the initial per share option price shall not be less than 110% of the fair market value of a share of the Common Stock on the date of grant.

(B) Except as otherwise provided in Section 17 hereof, the initial per share option price of any Option which is a non-incentive stock option shall not be less than 85% of the fair market value of a share of the Common Stock on the date of grant.

(C) For all purposes of this Plan, the fair market value of a share of the Common Stock on any date shall be equal to, if the Common Stock is listed on a national securities exchange or traded on the NASDAQ National Market System, the closing sale price of a share of the Common Stock on such date or, if there is no sale of the Common Stock on such date, the average of the bid and asked prices on such exchange or system at the close of trading on such date or, if the shares of the Common Stock are not listed on a national securities exchange or such system on such date, the last per share sales price of Common Stock on the market or system of the NASD on which the Common Stock is then traded or listed (the “*Relevant Market System*”) during the three business days ending on the date of grant or exercise as reported in the market report for the Relevant Market System or if no sale has been reported for such period, the higher of the (i) closing bid price on the Relevant Market System on the date of grant or exercise or (ii) the average of the closing bid prices on the Relevant Market System for the three business days immediately preceding the date of grant or exercise, in each case as reported in the Market Report for the Relevant Market System or, if the shares of the Common Stock are not traded or listed on a market or system of the NASD, as shall be determined in good faith by the Administrator.

6. Option Term.

Options shall be granted for such term as the Administrator shall determine, not in excess of ten years from the date of the granting thereof; provided, however, that, except as otherwise provided in Section 17 hereof, in the case of a Participant who owns more than 10% of the total combined voting power of the Common Stock at the time an Option which is an incentive stock option is granted to him, the term with respect to such Option shall not be in excess of five years from the date of the granting thereof; and provided, further, however, that the term of an Option granted to an Outside Director shall be ten years from the date of the granting thereof.



7. Limitation on Amount of Incentive Stock Options Granted.

Except as otherwise provided in Section 17 hereof, the aggregate fair market value of the shares of the Common Stock for which any Participant may be granted incentive stock options which are exercisable for the first time in any calendar year (whether under the terms of the Plan or any other stock option plan of the Company) shall not exceed \$100,000.

8. Exercise of Options.

(A) Except as otherwise provided in Section 17 hereof and except as otherwise determined by the Administrator at the time of the grant thereof, a Participant may (i) during the period commencing on the first anniversary of the date of the granting of an Option to him and ending on the day preceding the second anniversary of such date, exercise such Option with respect to one-quarter of the shares granted thereby, (ii) during the period commencing on such second anniversary and ending on the day preceding the third anniversary of the date of the granting of such Option, exercise such Option with respect to such number of shares as when added to the number of shares previously purchased under the Option does not exceed one-half of the shares granted thereby, and (iii) during the period commencing on such third anniversary, and ending on the day preceding the fourth anniversary of the date of the granting of such Option, exercise such Option with respect to such number of shares as when added to the number of shares previously purchased under the Option does not exceed three-quarters of the shares granted thereby, and (iv) during the period commencing on such fourth anniversary, exercise such Option with respect to all of the shares granted thereby.

(B) To the extent exercisable, an Option may be exercised either in whole at any time or in part from time to time.

(C) An Option may be exercised only by a written notice of intent to exercise such Option with respect to a specific number of shares of Common Stock and payment of the option price to the Company for the number of shares of Common Stock specified in any one or a combination of the following: in cash, by cashless exercise, or in kind by the delivery of shares of the Common Stock having a fair market value on the date of delivery equal to the portion of the option price so paid; provided, further, however, that, subject to the requirements of Regulation T promulgated under the Exchange Act, the Administrator may implement procedures to allow a broker chosen by a Participant to make payment of all or any portion of the option price payable upon the exercise of an Option and receive, on behalf of such Participant, all or any portion of the shares of the Common Stock issuable upon such exercise.

(D) The Administrator may, in its discretion, permit any Option to be exercised, in whole or in part, prior to the time when it would otherwise be exercisable.

9. Transferability.

No Option shall be assignable or transferable except by will and/or by the laws of descent and distribution and, during the life of any Participant, each Option granted to him may be exercised only by him.

10. Termination of Service.

(A) Except as otherwise provided by the Administrator, in the event that, other than by reason of death or disability (as such term is defined in Section 22(e)(3) of the Code), a Participant leaves the employ or service of the Company and the Subsidiaries or, in the case of an Outside Director, does not stand for re-election or is not reelected, whether voluntarily or otherwise, each Option theretofore granted to him shall be exercisable to the extent exercisable immediately prior to the date of termination of employment or service (or the date the Director does not stand for reelection or is not reelected) within the period ending the earlier to occur of (i) the expiration of the period of three months after the date of such termination of services or failure to stand for or be reelected a Director and (ii) the date specified in such Option.

(B) In the event a Participant's employment or service (including the service of an Outside Director) with the Company and the Subsidiaries terminates by reason of his death, each Option theretofore granted to him shall become immediately exercisable in full and shall terminate upon the earlier to occur of (i) the expiration of the period of one year after the date of such Participant's death and (ii) the date specified in such Option.

(C) Except as otherwise provided by the Administrator, in the event that, a Participant leaves the employ or service of the Company and the Subsidiaries by reason of his or her disability (as such term is defined in Section 22(e)(3) of the Code), each Option theretofore granted to him shall become immediately exercisable in full and shall terminate upon the earlier to occur of (i) the expiration of the period of three months after the date of such termination, resignation or failure to stand for election or to be reelected and (ii) the date specified in such Option.

11. Adjustment of Number of Shares.

(A) In the event that a dividend shall be declared upon the Common Stock payable in shares of the Common Stock, the number of shares of the Common Stock then subject to any Option and the number of shares of the Common Stock which may be purchased upon the exercise of Options granted under the Plan but not yet covered by an Option shall be adjusted by adding to each share the number of shares which would be distributable thereon if such shares had been outstanding on the date fixed for determining the stockholders entitled to receive such stock dividend. In the event that the outstanding shares of the Common Stock shall be changed into or exchanged for a different number or kind of shares of stock or other securities of the Company or of another corporation, whether through reorganization, recapitalization, stock split-up, combination of shares, sale of assets, merger or consolidation in which the Company is the surviving corporation, then, there shall be substituted for each share of the Common Stock then subject to any Option and for each share of the Common Stock which may be purchased upon the exercise of Options granted under the Plan but not yet covered by an Option, the number and kind of shares of stock or other securities into which each outstanding share of the Common Stock shall be so changed or for which each such share shall be exchanged.

(B) In the event that there shall be any change, other than as specified in Section 11(A) hereof, in the number or kind of outstanding shares of the Common Stock, or of any stock or other securities into which the Common Stock, shall have been changed, or for which it shall have been exchanged, then, if the Administrator shall, in its sole discretion, determine that such change equitably requires an adjustment in the number or kind of shares then subject to any Option and the number or kind of shares available for issuance in accordance with the provisions of the Plan but not yet covered by an Option, such adjustment shall be made by the Administrator and shall be effective and binding for all purposes of the Plan and of each Option.

(C) In the case or any substitution or adjustment in accordance with the provisions of this Section 11, the option price in each Option for each share covered thereby prior to such substitution or adjustment shall be the option price for all shares of stock or other securities which shall have been substituted for such share or to which such share shall have been adjusted in accordance with the provisions of this Section 11.

(D) No adjustment or substitution provided for in this Section 11 shall require the Company to sell a fractional share under any Option.

(E) In the event of the dissolution, liquidation, sale of substantially all of the assets of the Company or the sale of the Company of more than 50% of the voting securities of the Company, the Board, in its discretion, may accelerate the exercisability of each Option and/or terminate the same within a reasonable time thereafter.

12. Purchase for Investment, Withholding and Waivers.

(A) Unless the delivery of the shares upon the exercise of an Option by a Participant shall be registered under the Securities Act of 1933, as amended, such Participant shall, as a condition of the Company's obligation to deliver such shares, be required to give a representation in writing that he is acquiring such shares for his own account as an investment and not with a view to, or for sale in connection with, the distribution of any thereof.

(B) In the event of the death of a Participant, an additional condition of exercising any Option shall be the delivery to the Company of such tax waivers and other documents as the Administrator shall determine.

(C) An additional condition of exercising any non-incentive stock option shall be the entry by the Participant into such arrangements with the Company with respect to withholding as the Administrator shall determine; provided, however, that such Participant may direct the Company to satisfy all or a portion of such withholding obligation by withholding from the shares of the Common Stock issuable to him on such exercise shares of the Common Stock having a fair market value equal to the portion of the withholding obligation so satisfied.

13. Declining Market Price.

In the event the fair market value of the Common Stock declines below the option price set forth in any Option, the Administrator may, subject to the approval of the Board, at any time, adjust, reduce, cancel and re-grant any unexercised Option or take any similar action it deems to be for the benefit of the Participant in light of the declining fair market value of the Common Stock.

14. No Stockholder Status; No Restrictions on Corporate Acts; No Employment Right.

(A) Neither any Participant nor his legal representatives, legatees or distributees shall be or be deemed to be the holder of any share of the Common Stock covered by an Option unless and until a certificate for such share has been issued. Upon payment of the purchase price therefore, a share issued upon exercise of an Option shall be fully paid and non-assessable.

(B) Neither the existence of the Plan nor any Option shall in any way affect the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the Common Stock or the rights thereof, or dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding whether of a similar character or otherwise.

(C) Neither the existence of the Plan nor the grant of any Option shall require the Company or any Subsidiary to continue any Participant in the employ or service of the Company or such Subsidiary.

15. Termination and Amendment of the Plan.

The Board may at any time terminate the Plan or make such modifications of the Plan as it shall deem advisable; provided, however, that the Board may not, without further approval of the holders of the shares of the Common Stock, increase the number of shares of the Common Stock as to which Options may be granted under the Plan (as adjusted in accordance with the provisions of Section 11 hereof), or change the class of persons eligible to participate in the Plan, or change the manner of determining the Option prices, or extend the period during which an Option may be granted or exercised. Except as otherwise provided in Section 16 hereof, no termination or amendment of the Plan may, without the consent of the Participant to whom any Option shall theretofore have been granted, adversely affect the rights of such Participant under such Option.

16. Expiration and Termination of the Plan.

The Plan shall terminate on November 12, 2014 or at such earlier time as the Board may determine. Options may be granted under the Plan at any time and from time to time prior to its termination. Any Option outstanding under the Plan at the time of termination of the Plan shall remain in effect until such Option shall have been exercised or shall have expired in accordance with its terms.

17. Options Granted in Connection With Acquisitions.

The Administrator may determine, in connection with the acquisition by the Company or a Subsidiary by way of exchange or purchase of stock, purchase of assets, merger or reverse merger or otherwise of another corporation which will become a Subsidiary or division of the Company (such corporation being hereafter referred to as an "Acquired Subsidiary"), that Options may be granted hereunder to employees or consultants and other personnel of an Acquired Subsidiary in exchange for then outstanding options to purchase securities of the Acquired Subsidiary. The Administrator, at its discretion shall determine as to such Options, the option prices, may be exercisable immediately or at any time or times either in whole or in part, and such other provisions not inconsistent with the Plan, or the requirements set forth in Section 15 hereof that certain amendments to the Plan be approved by the stockholders of the Company.

18. Lock-Up.

A Participant agrees not to effect any sale, transfer or distribution of any Option granted hereunder or any common stock or other equity securities issued or issuable upon exercise of an Option granted hereunder, or any interest therein, until the earlier of (a) the date that a registration statement with respect to the Company's equity securities purchased by certain of the Company's investors pursuant to that certain Securities Purchase Agreement, dated as of September 14, 2004, by and among the Company and the investors signatory thereto has been filed with and declared effective by the Securities and Exchange Commission, and (b) November 12, 2005, unless (i) such sale, transfer or distribution is approved in writing by a Majority of the Investors (as such term is defined in the aforementioned Securities Purchase Agreement), and (ii) the transferee of such sold, transferred or distributed Option, common stock, equity securities or other interest agrees in writing to be bound by the terms of this Section 18.

\* \* \*

Amended and Restated Articles of Incorporation  
of  
Great Expectations and Associates, Inc.

Filed pursuant to Section 7-90-301, et.seq. and Section 7-110-107 and Section 7-90-304.5  
of the Colorado Revised Statutes (C.R.S.)

The undersigned hereby certifies that:

A. The original name of this corporation is Great Expectations, Inc. and the date of filing the original Articles of Incorporation of this corporation with the Department of State of the State of Colorado was July 5, 1987, as amended by the Articles of Amendment of Articles of Incorporation of this corporation filed on September 22, 1987, as further amended by the Articles of Amendment of the Articles of Incorporation filed on January 3, 1989, as further amended by a Certificate of Assumed or Trade Name filed on December 8, 1992, as further amended by a Certificate of Assumed or Trade Name filed on December 30, 1992, as further amended by a Statement of Change of Registered Office or Registered Agent or both filed on November 18, 1993, as further amended by an Application for Reinstatement filed of June 18, 1998, as further amended by a Statement of Change of Registered Office or Registered Agent or both filed on November 15, 1999; as further amended by a Certificate of Withdrawal of Trade Name filed November 15, 1999, as further amended by a Certificate of Withdrawal of Trade Name filed November 15, 1999, as further amended by Statement of Change of Registered Office or Registered Agent or both filed June 26, 2002, as further amended by Articles of Merger filed April 14, 2003, as further amended by Articles of Amendment filed April 30, 2003, as further amended by Articles of Amendment of the Articles of Incorporation filed August 22, 2003, as further amended by the Statement of Change filed September 1, 2004.

B. He is the duly elected and acting President of Great Expectations and Associates, Inc., a Colorado corporation.

C. The Articles of Incorporation of this corporation is hereby further amended and restated in its entirety to read as follows:

**I.**

**FIRST:** The name of the corporation is Advaxis, Inc. (the “*Corporation*”).

**SECOND:** The address of the registered office of the Corporation is located 1675 Broadway, Denver, Colorado 80202. The name of its registered agent at that address is The Corporation Company.

**THIRD:** The principal office address of the Corporation’s principal office is 212 Carnegie Center, Ste 206, Princeton, NJ 08540.

**FOURTH:** The purposes for which the Corporation is formed are to engage in any lawful act or activity for which a corporation may be organized under the Colorado Revised Statutes.

FIFTH: The total number of shares of stock which the Corporation shall have authority to issue is (i) five hundred million (500,000,000) shares of Common Stock, each having a par value of \$.001 per share (the “*Common Stock*”) and (ii) five million (5,000,000) shares of preferred stock, each having a par value of \$.001 per share (the “*Preferred Stock*”). Subject to the provisions of Section 7-106-102 of the Colorado Revised Statutes, the Board of Directors of the Corporation is authorized to issue the shares of Preferred Stock in one or more series and determine the number of shares constituting each such series, the voting powers of shares of each such series and the designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions as set forth in a resolution or resolutions of the Board of Directors providing for the issue of such stock.

SIXTH: The Corporation shall, to the fullest extent permitted by Section 7-109-102 of the Colorado Revised Statutes, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said Section from and against any and all expenses, liabilities, or other matters referred to in or covered by said Section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which any person may be entitled under any By-Law, resolution of stockholders, resolution of directors, agreement, or otherwise, as permitted by said Section, as to action in any capacity in which he or she served at the request of the Corporation.

SEVENTH: The Corporation shall, to the fullest extent permitted by Section 7-108-402 of the Colorado Revised Statutes, as the same may be amended and supplemented, eliminate or limit the personal liability of a director to the Corporation or to its shareholders.

EIGHTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter or repeal the by-laws of the Corporation in accordance with the terms thereof.

\* \* \* \*

D. This Amended and Restated Articles of Incorporation has been duly approved by the Board of Directors of this Corporation.

E. This Amended and Restated Articles of Incorporation has been duly adopted in accordance with the provisions of Sections 7-107-104, 7-110-107 and 7-110-103 of the Colorado Revised Statutes by the Board of Directors and the stockholders of the Corporation.

F. The Amended and Restated Articles of Incorporation was adopted by the shareholders and the number of votes cast for the amendment by each voting group entitled to vote separately on the Amended and Restated Articles of Incorporation was sufficient for approval by that voting group.

IN WITNESS WHEREOF, this Amended and Restated Articles of Incorporation has been executed by the Corporation by its President as of this 12th day of November, 2004.

**GREAT EXPECTATIONS ASSOCIATES, INC.**

Date:

By: /s/ J. Todd Derbin

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J. Todd Derbin

Title: President

**Jody M. Walker**

Attorney At Law

7841 S. Garfield Way  
Littleton, CO 80122

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

November 23, 2005

Advaxis, Inc.  
212 Caregis Center #206  
Princeton, NJ 08546  
(609) 895-7150

Re: Opinion of Counsel - Registration Statement on Form S-8

Gentleman:

I have acted as special counsel for Advaxis, Inc. (the "Company"), in connection with the preparation and filing of the Company's Registration Statement on Form S-8 under the Securities Act of 1933, as amended, (the "Registration Statement"), relating to 2,381,525 shares of the Company's common stock, .001 par value, (the "Common Stock"), issuable pursuant to the 2004 Stock Option Plan, (the "Plan").

I have examined the Certificate of Incorporation, as amended, and the By-Laws of the Company and all amendments thereto, the Registration Statement and originals, or copies certified to my satisfaction, of such records and meetings, written actions in lieu of meetings, or resolutions adopted at meetings, of the directors of the Company, and such other documents and instruments as in my judgment are necessary or appropriate to enable me to render the opinions expressed below.

Based on the foregoing examination, I am of the opinion that the shares of Common Stock issuable with the Plan are duly authorized and, when issued in accordance with the Plan, will be validly issued, fully paid and non assessable.

Further, I consent to the filing of this opinion as an exhibit to the Registration Statement.

Very truly yours,

/s/ Jody M. Walker

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Jody M. Walker  
Attorney-At-Law



**Tannenbaum & Company P.C.**  
Certified Public Accountants

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated January 27, 2005, which appears on page 9 of the annual report on Form 10-K of Advaxis, Inc. for the year ended October 31, 2004.

/s/ Tannenbaum & Company P.C.

Tannenbaum & Company P.C.