

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-KSB

ANNUAL REPORT UNDER SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE FISCAL YEAR ENDED - OCTOBER 31, 2008

OR

TRANSITION REPORT Under SECTION 13 OR 15 d)
OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE TRANSITION PERIOD FROM _____ TO _____

COMMISSION FILE NUMBER 000-28489

ADVAXIS, INC.

(Name of Small Business Issuer in Its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

02-0563870
(I.R.S. Employer Identification No.)

Technology Centre of New Jersey
675 US Highway One
North Brunswick, New Jersey
(Address of Principal Executive Offices)

08902
(Zip Code)

(732) 545-1590
(Issuer's Telephone Number)

Securities registered under Section 12(b) of the Exchange Act:

Common Stock - \$.001 par value
The Common Stock is listed on the Over-The-Counter
Bulletin Board (OTC:BB)

Securities registered under Section 12(g) of the Exchange Act:

[None]

Check whether the Registrant (1) filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the past 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Check if there is no disclosure of delinquent filers in response to Item 405 of Regulation S-B contained in this form, and no disclosure will be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-KSB or any amendment to this Form 10-KSB.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

State issuer's revenues for its most recent fiscal year \$65,737

The aggregate market value of the voting common equity held by non-affiliates of the registrant as of December 31, 2008 was approximately \$1,961,200 based upon the closing bid price of the registrant's Common Stock on the Over the Counter Bulletin Board, at December 31, 2008. (For purposes of determining this amount, only directors, executive officers, and 10% or greater stockholders and their respective affiliates have been deemed affiliates).

Registrant 111,915,464 shares of Common Stock, par value \$0.001 per share, issued and outstanding as of 1/23/09.

PART I	3
Item 1: Description of Business	3
Item 2: Description of Property.	33
Item 3: Legal Proceedings.	33
Item 4: Submission of Matters to a Vote of Security Holders.	34
PART II	34
Item 5: Market For Common Equity, Related Stockholder Matters and Small Business Issuer Purchases of Equity Securities.	34
Item 6: Management’s Discussion and Analysis or Plan of Operation	34
Item 7: Financial Statements	45
Item 8: Changes In and Disagreements With Accountants on Accounting and Financial Disclosure	65
Item 8A: Controls And Procedures	65
Item 8 B: Other Information.	66
PART III	66
Item 9: Directors, Executive Officers, Promoters, Control Persons and Corporate Governance; Compliance With Section 16(a) of the Exchange Act.	66
Item 10: Executive Compensation	70
Item 11: Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.	77
Item 12: Certain Relationships and Related Transactions, and Director Independence.	79
Item 13: Exhibits	81
Item 14: Principal Accountant Fees and Services	84

PART 1

FORWARD LOOKING STATEMENTS

This Annual Report on Form 10-KSB contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Company, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. When used in this Annual Report, statements that are not statements of current or historical fact may be deemed to be forward-looking statements. Without limiting the foregoing, the words “plan”, “intend”, “may,” “will,” “expect,” “believe”, “could,” “anticipate,” “estimate,” or “continue” or similar expressions or other variations or comparable terminology are intended to identify such forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. Except as required by law, the Company undertakes no obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise.

Item 1: Description of Business

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 on 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”). We were a publicly-traded “shell” company without any business until November 12, 2004 when 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. On June 6, 2006 our shareholders approved the reincorporation of the company from the state of Colorado to the state of Delaware by merging the Company into its wholly-owned subsidiary. As used herein, the words “Company” and “Advaxis” refer to the current Delaware corporation only unless the context references such entity prior to the June 26, 2006 reincorporation into Delaware. Our principal executive offices are located at Technology Centre of NJ, 675 US Highway One, North Brunswick, NJ 08902 and our telephone number is (732) 545-1590.

On July 28, 2005 we began trading on the Over-The-Counter Bulletin Board (OTC:BB) under the ticker symbol ADXS.

Recent Developments

On January 13, 2009 the European Patent Office (“EPO”) Board of Appeals in Munich, Germany ruled in favor of The Trustees of the University of Pennsylvania and its exclusive licensee Advaxis and reversed a patent ruling that revoked a technology patent that had resulted from an opposition filed by Anza Therapeutics, Inc. (“Anza”), formerly Cerus Corp (NASDAQ: CERS). The ruling of the EPO Board of Appeal is final and can not be appealed. The granted claims, the subject matter of which was discovered by Dr. Yvonne Paterson, scientific founder of Advaxis, are directed to the use of recombinant bacteria expressing a tumor antigens for treatment of patients with cancer.

On January 5, 2009, in a letter received from the United States Food and Drug Administration (“FDA”), the Company was notified that it removed its clinical hold on our Investigational New Drug Application (“IND”). Under this IND the Company will now be able to commence its phase II cervical intraepithelial neoplasia (“CIN”) trial once we complete our equity raise that commenced in January 2009 and respond to two requests for additional manufacturing lot measurements from the FDA.

On January 7, 2009 the Company made the decision to discontinue its use of the Trademark Lovaxin and write-off of its intangible assets for trademarks resulting in an asset impairment of \$91,453 as of October 31, 2008. The Company is currently developing a low cost and more classic coding system for our constructs. The rationale for this decision stemmed from several legal challenges to the Lovaxin name over the last two years and 21CFR rules not permitting companies to use names that are assigned to drugs in development after marketing approval. We will therefore focus company resources on product development and not the defense the Lovaxin name.

In a letter dated November 13, 2008 from the New Jersey Economic Development Authority we were notified that our application for the New Jersey Technology Tax Certificate Transfer Program was preliminarily approved. Under the State of New Jersey Program for small business we received a net cash amount of \$922,020 on December 12, 2008 from the sale of our State Net Operating Losses (“NOL”) through December 31, 2007 of \$1,084,729. In the future we intend to apply for additional benefits under the program including the sale of research tax credits.

On September 22, 2008, Advaxis entered into a Note Purchase Agreement (the “Agreement”) with the Company’s Chief Executive Officer, Thomas Moore, pursuant to which the Company agreed to sell to Mr. Moore, from time to time, one or more senior promissory notes (each a “Note” and collectively the “Notes”) with an aggregate principal amount of up to \$800,000.

The Agreement was reviewed and recommended to the Company's Board of Directors (the "Board") by a special committee of the Board and was approved by a majority of the disinterested members of the Board. The Note or Notes, if and when issued, will bear interest at a rate of 12% per annum, compounded quarterly, and will be due and payable on the earlier of the close of the Company's next equity financing resulting in gross proceeds to the Company of at least \$5,000,000 (the "Subsequent Equity Raise") or February 15, 2009 (the "Maturity Date"). The Note(s) may be prepaid in whole or in part at the option of the Company without penalty at any time prior to the Maturity Date.

In consideration of Mr. Moore's agreement to purchase the Notes, the Company agreed that concurrently with the Subsequent Equity Raise, the Company will issue to Mr. Moore a warrant to purchase the Company's common stock, which will entitle Mr. Moore to purchase a number of shares of the Company's common stock equal to one share per \$1.00 invested by Mr. Moore in the purchase of one or more Notes. Such warrant would contain the same terms and conditions as warrants issued to investors in the Subsequent Equity Raise.

As of October 31, 2008 and pursuant to the Agreement, Mr. Moore has loaned the Company \$475,000. Mr. Moore informed the Company that based on the funds generated by the NOL received on December 12, 2008 that he doesn't intend to lend the full amount of the loans. On December 15, 2008 the Board approved an amendment of the Agreement's repayment terms from February 15, 2009 to June 15, 2009. In consideration for revising the repayment term the Company repaid Mr. Moore \$50,000 from the \$475,000 outstanding Notes thus reducing the balance to \$425,000.

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.

General

We are a development stage biotechnology company with the intent to develop safe and effective cancer vaccines that utilize multiple mechanisms of immunity. We are developing a live *Listeria* vaccine technology under license from the University of Pennsylvania ("Penn") which secretes a protein sequence containing a tumor-specific antigen. We believe this vaccine technology is capable of stimulating the body's immune system to process and recognize the antigen as if it were foreign, generating an immune response able to attack the cancer. We believe that this to be a broadly enabling platform technology that can be applied to the treatment of many types of cancers infectious diseases and auto-immune disorders.

The discoveries that underlie this innovative technology are based upon the 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 both arms of the adaptive immune system, as well as supporting the immune response by stimulating systems like the vascular system and the development of specific blood cells that underlie a strong therapeutic immune response.

We have focused our initial development efforts upon therapeutic cancer vaccines targeting cervical, head and neck, breast, prostate, and other cancers. Our lead products in development are as follows:

Product	Indication	Stage
ADXS11-001 (Lovaxin C)	Cervical Cancer	Phase I Company sponsored & completed in 2007.
ADXS11-001	Cervical Cancer	Phase II The Gynecologic Oncology Group of the National Cancer Institute has agreed to conduct a study timing to be determined.
ADXS11-001	Cervical Cancer	Phase II The Gynecologic Oncology Group of the National Cancer Institute has agreed to conduct a study timing to be determined
ADXS11-001	Cervical intraepithelial neoplasia	Phase II Company sponsored study anticipated to commence in June '09.
ADXS11-001	Head and Neck	Phase II The Cancer Research United Kingdom sponsored study in the United Kingdom anticipated to start in October '10
ADXS31-142 (Lovaxin P)	Prostate cancer	Phase I study Company sponsored to commence timing to be determined.
ADXS31-164 (Lovaxin B)	Breast cancer	Phase I study Company sponsored timing to be determined.

See "Item 1. Description of Business - Research and Development Programs".

Since our formation, we have had a history of losses that as of October 31, 2008 have aggregated to \$17,489,160, and because of the long development period for new drugs, we expect to continue to incur losses for an extended period of time. 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, clinical studies 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 receives FDA approval or becomes commercially viable we are not certain that we will ever become a profitable business.

Strategy

Based upon the results of our pre-clinical work and our Phase I clinical trial we have initiated the collaborations process with both the National Cancer Institute's ("NCI") Gynecologic Oncology Group ("GOG") The Cancer Research United Kingdom ("CRUK") and to fund clinical development work using our ADX11-001 agent (formally called Lovaxin C). These collaborations when finalized involve the treatment of recurrent metastatic cervical cancer patients with ADX11-001 in the US, and the treatment of Human Papilloma Virus ("HPV") positive head and neck cancer patients with a combination of chemotherapy and radiotherapy and ADX11-001 in the UK. Assuming that the results of this Phase II clinical research are favorable, we intend to conduct Phase III clinical studies to demonstrate safety, efficacy and the potency of the investigational immunotherapy. 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, to minimize regulatory risks during this clinical development process.

During the next 12 to 24 months our strategic focus is to develop sufficient human clinical data on ADX11-001, our first *Listeria* construct, to demonstrate conclusively the effectiveness of this technology. A technology based on attenuated *Listeria* that secrete an antigen LLO fusion protein that can be an effective platform for multiple therapies against cancer and infectious disease. Our anticipated success with ADX11-001 will demonstrate that the company has the potential to be one of the world's leading immunotherapy companies. We plan on initiating the ADXS11-001 Phase II trial single blind, placebo controlled with three arms in CIN by June 2009. At the conclusion of the first arm we expect to generate an interim assessment of efficacy by December 2010 and depending on the preliminary outcome, complete the final two arms of the trial by December 2011. In series with the CIN trial we also are targeting the development of ADXS11-001 as an Orphan Drug for the treatment of late stage cervical cancer both in the US and Worldwide. In this program we intend to apply for an Orphan Drug designation by the FDA. The projected date for filling this application is the February or March 2009 time frame. A trial in this indication underwritten by the GOG (NCI) is anticipated to begin in 2009, as well as anticipating starting international studies designed to confirm the safety and effectiveness of this therapy in late stage cervical cancer in huge markets outside North American and Europe. If we are not successful in achieving the orphan status we still plan on pursuing this indication as outlined although the timelines would take 3 to 5 years longer.

Once the above programs are underway then we will enter our prostate construct ADXS31-142 (formerly called Lovaxin P) into human clinical trials as funds or partnerships are secured.

Given our expertise to genetically modify a host of *Listeria* vaccines, our longer term strategy will be to license the commercial development of ADXS11-001 for the indications of CIN and cervical cancer. On a global basis, these indications are extremely large and will require significant partner or partners. Based in these partnerships or licenses, we anticipate the generation of funds will provide will providing the financial platform to develop the preclinical and clinical development of prostate construct, breast cancer construct, and combination constructs which combine specific tumor antigens and anti-angiogenesis antigens into a single *Listeria* vector. It is not our intent to engage in commercial development beyond Phase II without entering into partnerships or a license agreement.

The GOG has agreed to conduct the field work for an additional Phase II multi-center study in cervical cancer at its own expense (an estimated value of about \$2,500,000 to \$3,000,000). While we will contribute financially to this trial the majority of the cost is underwritten by the NCI. Similarly, in the UK, we are planning to collaborate in a 2 center study at The Royal Marsden (London) and Aintree (Liverpool) hospitals that is underwritten in full by Cancer Research United Kingdom.

Following Phase III studies, in collaboration with our partner(s) we intend to file a Biologics License Application ("BLA") with the FDA. Prior to submission of the BLA, depending upon the data, we intend to possibly seek a Special Protocol Assessment and/or a Fast Track designation from the FDA, which shortens the internal FDA review process. As we accrue clinical data demonstrating the safety, efficacy and potency of ADX11-001 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 immunotherapy.

We intend to continue to devote a portion of our resources to the continued pre-clinical development and optimization of our technology so as to develop it to its full potential and to find appropriate new drug candidates. Specifically, we intend to focus upon research relating to combining our *Listeria* technology with new and additional tumor antigens, and newly developed strains of *Listeria*, which, if successful, may lead to additional cancer and infectious disease vaccines therapeutic products, to improve the *Listeria* platform by developing new *Listeria* mutants that are more suitable as live vaccine vectors, and to continue to develop the use of the *Listeria* virulence factor LLO as a component of a fusion protein based vaccine. These activities may 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 Penn and UCLA. See "Business - Partnerships and Agreements - University of Pennsylvania."

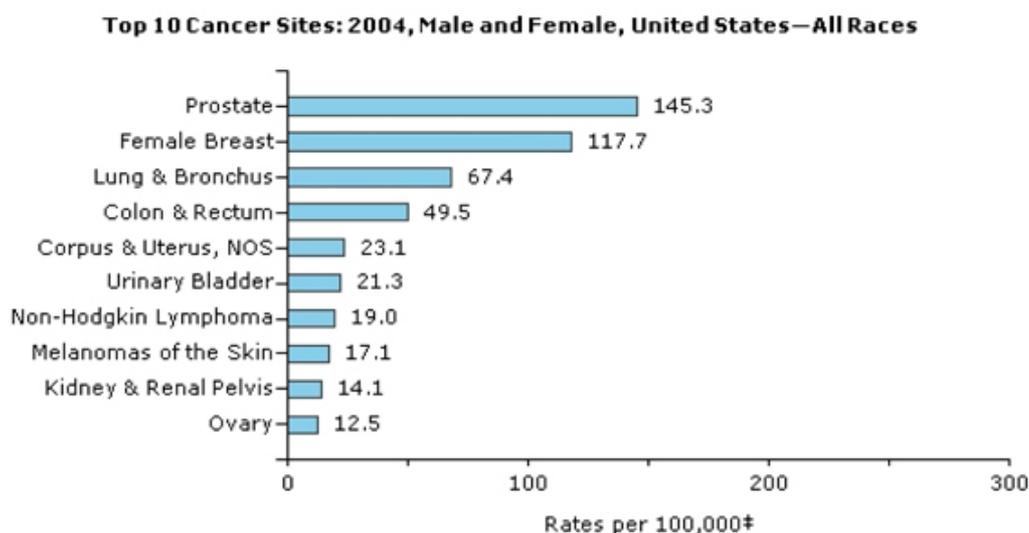
Background

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. In 2004, the last year for which we have reliable numbers, 1,437,180 cases of invasive cancer were diagnosed according to the American Cancer Society, and 565,650 patients are expected to die from cancer annually.

Cancer is the second largest cause of death in the United States, exceeded only by heart disease. The cost of treating cancer patients in 2007 is estimated to be \$219.2 billion in healthcare costs and another \$18.2 billion in indirect costs resulting from morbidity and lost productivity (source: Facts & Figures 2008, American Cancer Society). The NIH estimates the overall cost for cancer in the year 2005 at \$209.9 billion: \$74.06 billion for direct medical costs, \$17.5 billion for indirect morbidity costs (loss of productivity due to illness) and, \$118.4 billion for indirect mortality costs (cost of lost productivity due to premature death). (Source: cancer facts & figures 2006, American Cancer Society). The incidence of newly diagnosed cervical cancer in the US in 2007 was 11,070 (ibid) and numbers for newly diagnosed CIN are approximately about 250,000 patients per year based on 3.5 million abnormal Pap smears (source: Jones HW, Cancer 1995;76:1914-18; Jones BA and Davey, Arch Pathol Lab Med 2000; 124:672-81)

US Cancer Rates (2004)



Immune System and Normal Antigen Processing

Living creatures, including humans, are continually confronted with potentially infectious agents. The immune system has evolved multiple mechanisms that allow 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 and will eliminate them.

Innate Immunity:

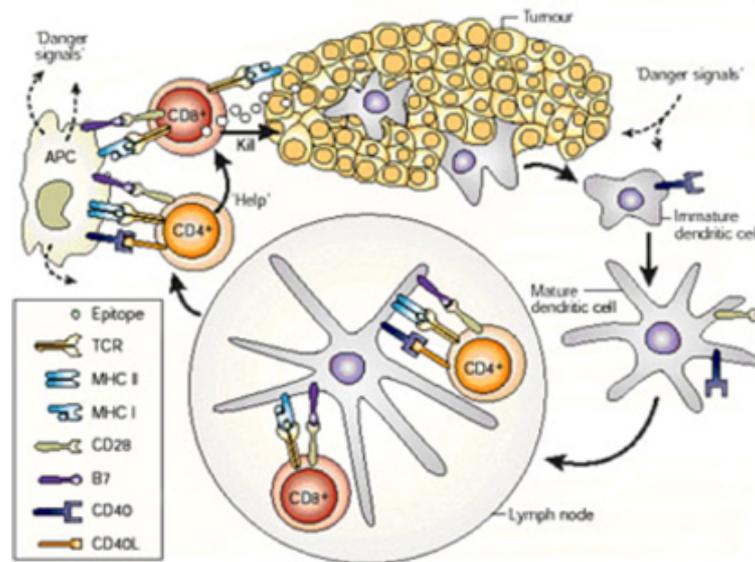
Innate immunity is the first step in the recognition of a foreign antigen, and underlies an adaptive (antigen specific) response by lymphocytes. This non-specific ingestion Phagocytosis by these cells results in their activation and the release of various soluble mediators of immune response such as cytokines, chemokines and co-stimulatory molecules.

Exogenous pathway of Adaptive Immunity (Class II pathway):

Proteins and foreign molecules ingested by Antigen Processing Cells ("APC") are broken down inside digestive vacuoles into small pieces, called peptides, and the pieces are combined with proteins called Class 2 MHC (for Major Histocompatibility Complex) in a part of the cell called the endoplasmic reticulum. The MHC-peptide, termed and MHC-2 complex from the Class 2 (or exogenous) pathway, is then pushed out to the cell surface where it interacts with certain classes of lymphocytes (CD4+) such as helper T-cells that produce induce a proliferation of stimulate B-cells, which produce antibodies, or helper T cells that assist in the maturation of cytotoxic T-lymphocytes. This system is called the exogenous pathway, since it is the prototypical response to an exogenous antigen like bacteria. (*Listeria* generated MHC-2 responses are directed at the activation of helper T cell activation, as *Listeria* tends not to stimulate antibody formation.)

Endogenous pathway of Adaptive Immunity (Class I pathway):

There exists another adaptive immune pathway, called the endogenous pathway. In this system, when one of the body's cells begins to create unusual proteins within the cytoplasm (as opposed to within the digestive phagosome), the protein is broken up into peptides in the cytoplasm and directed into the endoplasmic reticulum, where it is incorporated into an MHC-1 protein and trafficked to the cell surface. This signal then calls effector cells of the cellular immune system, especially CD8⁺ cytotoxic T-lymphocytes, to come and kill the cell. The endogenous pathway is primarily for elimination of virus-infected or cancerous cells.



Listeria based vaccines are unique for many reasons, one of which is that unlike viral vectors, DNA or peptide antigens or other vaccines, *Listeria* stimulates all of the above mechanisms of immune action. Our technology allows 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 utilizing a number of biologic characteristics of the *Listeria* bacteria and Advaxis proprietary antigen-fusion protein technology to stimulate multiple therapeutic immune mechanisms simultaneously in an integrated and coordinated manner.

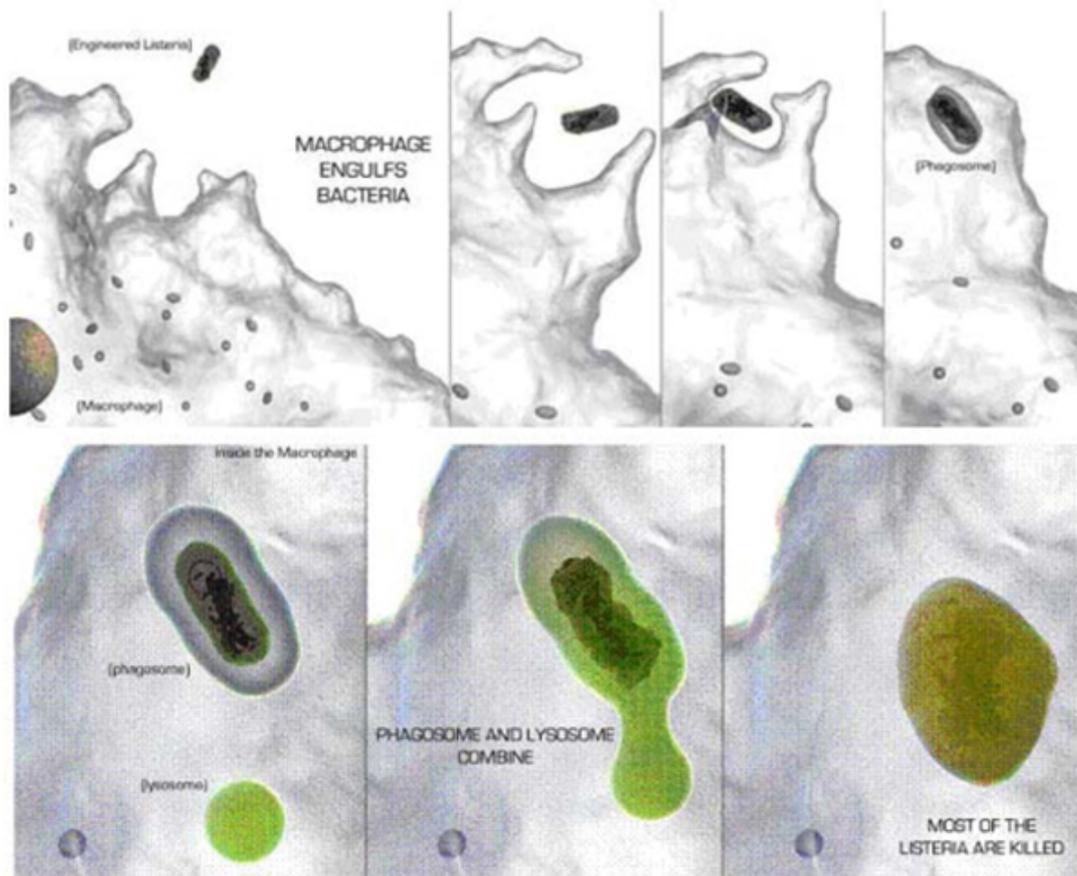
Mechanism of Action

Listeria is a bacterium well known to medical science because it can cause an infection in humans. *Listeria* is a pathogen that causes food poisoning, typically in the very old, the very young, people who are either immunocompromised or who eat a large quantity of the microbe as can occur in spoiled dairy products. It is not laterally transmitted from person to person, and is a common microbe in our environment. Most people ingest *Listeria* without being aware of it, but in high quantities or in immune suppressed people *Listeria* can cause various clinical conditions, including sepsis, meningitis and placental infections in pregnant women. Fortunately, many common antibiotics can kill and sterilize *Listeria*.

Because *Listeria* is a live bacterium it stimulates the innate immune system, thereby priming the adaptive immune system to better respond to the specific antigens that the *Listeria* carries, which viruses and other vectors do not do. This is a non-specific stimulation of the overall immune system that results when certain classes of pathogens such as bacteria (but not viruses) are detected. It provides some level of immune protection and also serves to prime the elements of adaptive immunity to respond in a stronger way to the specific antigenic stimulus. *Listeria* stimulates a strong innate response which engenders a strong adaptive response.

Antigen Presenting Cells (APC) are the scavengers' in the body that circulate looking for foreign invaders. When they find one they ingest it, break it down, and provide the fragments as molecular targets for the immune system to attack. In this way they are the cells that direct a specific immune response, and *Listeria* has the ability to infect them.

When *Listeria* enters the body, it is seen as foreign by the antigen processing cells and ingested into cellular compartments called phagolysosomes, whose destructive enzymes kill most of the bacteria. A certain percentage of these bacteria, however, are able to break out of the phagolysosomes 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 move to its cell surface so it can push into neighboring cells and spread.



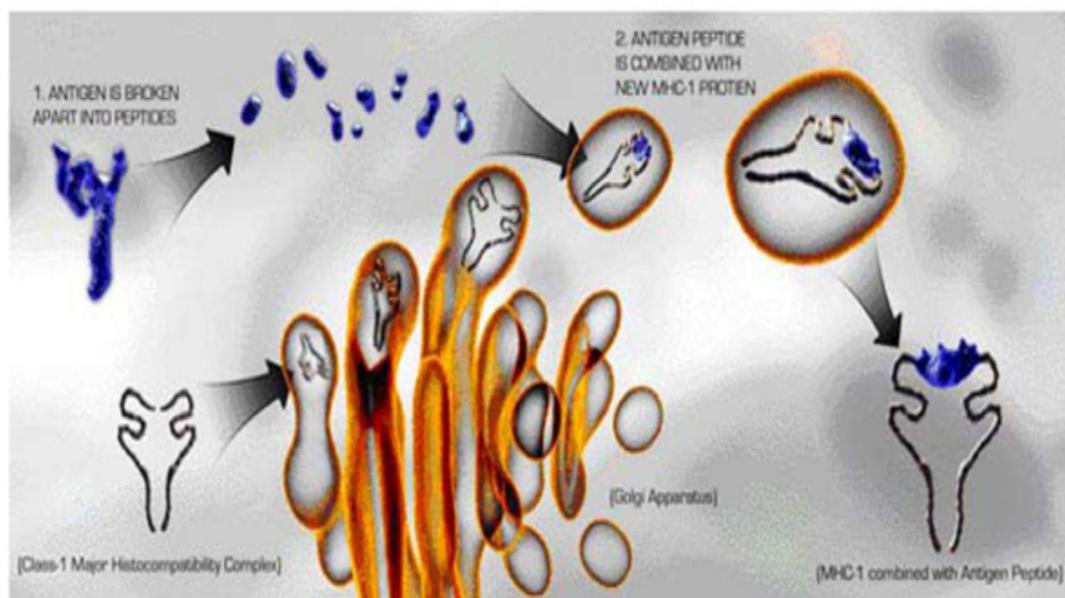
Figs 1-7. When *Listeria* enters the body, it is seen as foreign by the antigen processing cells and ingested into cellular compartments called phagolysosomes, whose destructive enzymes kill most of the bacteria, fragments of which are then presented to the immune system via the exogenous pathway.



Figs 8-10 A certain percentage of bacteria are able to break out of the lysosomes and enter into the cytoplasm of the cell, where they are safe from lysosomal destruction. The bacteria multiply in the cell, and the *Listeria* is able to migrate into neighboring cells and spread without entering the extracellular space. Antigen produced by these bacteria enter the Class I pathway and directly stimulate a cytotoxic T cell response.

It is the details of *Listeria* intracellular activity that are important for understanding Advaxis technology. Inside the lysosome, *Listeria* produces listeriolysin-O (“LLO”), a protein that digests a hole in the membrane of the lysosome that allows the bacteria to escape into the cytoplasm. Once in the cytoplasm, however, LLO is also capable of digesting a hole in the outer cell membrane. This would destroy the host cell, and spill the bacteria back out into the intercellular space where it would be exposed to more immune cell attacks and destruction. To prevent this, the body has evolved a mechanism for recognizing enzymes with this capability based upon their amino acid sequence. The sequence of approximately 30 amino acids in LLO and similar molecules is called the PEST sequence (for the predominant amino acids it contains) and it is used by normal cells to force the termination of proteins that need only have a short life in the cytoplasm. This PEST sequence serves as a routing tag that tells the cells to route the LLO in the cytoplasm and to the proteasome for digestion, which terminates its action and provides fragments that then go to the endoplasmic reticulum, where it is processed just like a protein antigen in the endogenous pathway to generate MHC-1 complexes.

This mechanism is used by *Listeria* to its benefit because the actions of LLO enable the bacteria to avoid digestion in the lysosome and escape to the cytosol where they can multiply and spread and then be neutralized so that it does not kill the host cell. Advaxis is using a technology that co-opts this mechanism by creating a protein that is comprised of the cancer antigen fused to a non-hemolytic portion of the LLO molecule that contains the PEST sequence. This serves to route the molecule for accelerated proteolytic degradation which accelerates both the rate of antigen breakdown and the amount of antigen fragments available for incorporation into MHC-1 complexes; thus increasing the stimulus to activate cytotoxic T cells against a tumor specific antigen.



Other mechanisms that Advaxis vaccines employ include *Listeria*'s ability to increase the synthesis of myeloid cells such as Antigen Presenting Cells ("APC") and T cells, and to stimulate the maturation of immature myeloid cells to increase the number of available activated immune cells that underlie a cancer killing response. Immature myeloid cells actually inhibit the immune system and *Listeria* removes this inhibition within the actual tumor. Also, *Listeria* and LLO both stimulate the synthesis, release, and expression of various chemicals which stimulate a therapeutic immune response. These chemicals are called cytokines, chemokines and co-stimulatory molecules. By doing this, not only are immune cells activated to kill cancers and clear them from the body, but local environments within tumors is created that support and facilitate a therapeutic response. Finally, in a manner that appears to be unique to Advaxis vaccines, our proprietary antigen-LLO fusion proteins, when delivered by *Listeria* do not stimulate cells caused regulatory T cells ("Tregs") which are known to inhibit a therapeutic anticancer response. This does not occur when *Listeria* is engineered to deliver only a tumor specific antigen. The ability to reduce the effect of Tregs is currently under clinical investigation by other companies and is believed to be a significant mechanism of achieving a therapeutic response.

Advaxis live *Listeria* vaccines have many diverse salutary effects, not the least of which is the ability to reduce regulatory Tregs within tumors. Over the past few years it has become known that the reason many previous immunologic cancer treatments have failed is that although they were able to strongly activate the immune system, they were rendered ineffective by endogenous sources of immune inhibition within the tumors themselves. Tregs have the ability to turn off activated immune cells so that they no longer function within the tumor. We have published on 2 occasions that our live *Listeria* vaccines that secrete a proprietary fusion protein comprised of a non-hemolytic fragment of the *Listeria* virulence factor LLO fused to a tumor specific antigen will reduce these inhibitory cells within tumors. In this way, our vaccines not only strongly stimulate the immune system, but also modify the tumor micro-environment in a manner that allows the immune system to kill and clear tumor cells.

Advaxis live *Listeria* vaccines also have the ability to modify the function of vascular endothelial cells in a way that facilitates the trafficking of activated immune cells out of the blood and into the tumor, where they are therapeutically effective. One property of cancer is the modification of vascular cells to prevent activated immune cells from transiting into the tumor. Our vaccines appear to overcome this source of anti-tumor inhibition.

Many of the immune effector cells, such as dendritic cells, macrophages, mast cells, Langerhans cells and others are myeloid cells. Our vaccines have the ability to accelerate the synthesis and maturation of these cells, as well as their antigen specific activation, to increase the power and efficiency of the immune response.

It should also be noted that the live *Listeria* vaccines Advaxis creates are attenuated from 10,000 to 100,000 times in order that they will not cause disease themselves.

Thus, *Listeria* vaccines stimulate every immune pathway simultaneously, and in an integrated manner. It has long been recognized that cytotoxic T lymphocytes (“CTL”) are the elements of the immune system that kill and clear cancer cells. The amplified CTL response to *Listeria* vaccines are arguably the strongest stimulator of CTL yet developed, but just as important is the ability Advaxis vaccines have to create a local environment in which these cells can be effective. This efficacy likely results in part from the fusion of LLO to the secreted tumor antigen since many investigators have shown that LLO is a very strong source of immune stimulation independent of *Listeria*. By fusing a molecule with strong adjuvant properties to a tumor antigen, and then having it synthesized and secreted by live bacteria directly into the cytoplasm of Antigen Presenting Cells, vascular endothelium and other relevant tissues an unusually powerful and complete immune response is generated.

Thus, what makes Advaxis live *Listeria* vaccines so effective are a combination of effects that stimulate multiple arms of the immune system simultaneously in a manner that generates an integrated physiologic response conducive to the killing and clearing of tumor cells. These mechanisms include:

1. Very strong innate immune response
2. Stimulates inordinately strong killer Tregs response
3. Stimulates helper Tregs
4. Stimulates release of and/or up-regulates immuno-stimulatory cytokines, chemokines, co-stimulatory molecules
5. Adjuvant activity creates a local tumor environment that supports anti-tumor efficacy
6. Minimizes inhibitory Tregs and inhibitory cytokines and shifts to Th-17 pathway
7. Stimulates the development and maturation of all Antigen Presenting Cells and effector Tregs & reduces immature myeloid cells
8. Eliminates sources of endogenous inhibition present within tumors that suppress activated immune cells and prevent them from working within tumors
9. Effecting non-immune systems that support the immune response, like the vascular system, the marrow, and the maturation of cells in the blood stream.

Research and Development Program

Overview

We use genetically engineered and highly attenuated *Listeria monocytogenes* as a therapeutic agent. We start with an attenuated strain of *Listeria*, and then add to this bacterium multiple copies of a plasmid that encodes a fusion protein sequence that includes a fragment of the LLO molecule joined to the tumor antigen of interest. This protein is secreted by the *Listeria* inside the antigen processing cells, and other cells that *Listeria* infects which then results in the immune response as discussed above.

We can use different tumor, infectious disease, or other antigens in this system. By varying the antigen, we create different therapeutic agents. Our lead agent, ADX11-001, uses a HPV 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. See “Item 1. Description of Business - -Research and Development Programs”.

Partnerships and Agreements

University of Pennsylvania

On July 1, 2002 (effective date) we entered into a 20-year exclusive worldwide license, with the 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 dendritic cells, macrophages and natural killer cells, that respond to pathogens non-specifically. This agreement has been amended from time to time and has been amended and restated as of February 13, 2007.

This license, unless sooner terminated in accordance with its terms, terminates upon the later (a) expiration of the last to expire Penn patent rights; or (b) twenty years after the effective date. The license provides us with the exclusive commercial rights to the patent portfolio developed at Penn as of the effective date, in connection with Dr. Paterson and requires us to raise capital, pay various milestone, legal, filing and licensing payments to commercialize the technology. In exchange for the license, Penn received shares of our common stock which currently represents approximately 5.8% of our common stock outstanding on a fully-diluted basis. In addition, Penn is entitled to receive a non-refundable initial license fee, license fees, royalty payments and milestone payments based on net sales and percentages of sublicense fees and certain commercial milestones, as follows: Under the licensing agreement, Penn is entitled to receive 1.5% royalties on net sales in all countries. Notwithstanding these royalty rates, we have agreed to pay Penn a total of \$525,000 over a three-year period as an advance minimum royalty after the first commercial sale of a product under each license (which we are not expecting to begin paying within the next five years). In addition, under the license, we are obligated to pay an annual maintenance fee on December 31, in 2008, 2009, 2010, 2011 and 2012 and each December 31st thereafter for the remainder of the term of the agreement of \$50,000, \$70,000, \$100,000, \$100,000 and \$100,000, respectively until the first commercial sale of a Penn licensed product. Overall the amended and restated agreement payment terms reflect lower near term requirements but the savings are offset by higher long term milestone payments for the initiation of a Phase III clinical trial and the regulatory approval for the first Penn Licensed Product. We are responsible for filing new patents and maintaining and defending the existing patents licensed to use and 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. In addition, \$1,000,000 will be due upon the date of first commercial sale of a product in each of the secondary strategic fields sold.

As a result of our payment obligations under the license assuming we have net sales in the aggregate amount of \$100 million from our cancer products, our total payments to Penn over the next ten years could reach an aggregate of \$5,420,000. If over the next 10 years our net sales total an aggregate amount of only \$10 million from our cancer products, total payments to Penn could be \$4,445,000.

This license also grants us exclusive negotiation and exclusive options until June 17, 2009 to obtain exclusive licenses to new inventions on therapeutic vaccines developed by Drs' Paterson and Fred Frankel and their lab. Each option is granted to us at no cost and provides a six month exercise period from the date of disclosure. Once exercised we have a 90 day period to negotiate in good faith a comprehensive license agreement at licensing fees up to \$10,000. We exercised the option under this agreement resulting in approximately 50 patent applications. The license fees, legal expense, and other filing expenses for such applications cost approximately \$376,000.

Strategically we continue to enter into sponsored research agreements with Dr. Paterson and Penn to generate new intellectual property and to exploit all existing intellectual property covered by the license.

Penn is not involved in management of our company or in our decisions with respect to exploitation of the patent portfolio.

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 written over 140 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 40 post-doctoral and doctoral students in the fields of Biochemistry and Immunology, many of whom are research leaders in academia and industry. She was recently elected a fellow of the American Association for the Advancement of Science.

Dr. Paterson is currently the principal investigator on grants from the federal government and charitable trusts totaling approximately \$560,000 per year and the program director of training grants totaling approximately \$1.8 million 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 on January 28, 2005 with an initial term expiring on January 31, 2006 with automatic renewals for up to six additional periods of six months each pursuant to which we have had access to Dr. Paterson's consulting services for one full day per week. We are currently in our fourth renewal period. 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, as of October 17, 2007, Dr. Paterson receives \$7,000 per month. Upon the closing of an additional of \$9 million in equity capital, Dr. Paterson's rates shall increase to \$9,000 per month. In addition, on February 1, 2005, Dr. Paterson received options to purchase 400,000 shares of our common stock at an exercise price of \$0.287 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. She holds a total of 704,365 shares of Common Stock and options to purchase 569,048 shares of Common Stock of which 546,548 are options exercisable within 60 days of October 31, 2008.

Sponsored Research Agreement.

We entered into a sponsored research agreement on December 6, 2006 with Penn and Dr. Paterson under which we were obligated to pay \$159,598 per year for a total period of 2 years covering the development of potential vaccine candidate based on our Listeria technology as well as other basic research projects. This Agreement was concluded on October 31, 2008.

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

Dr. Paterson is also the chairman of our Scientific Advisory Board ("SAB").

The Sage Group

On January 7, 2009 we signed an Agreement with The Sage Group ("Sage") in a program to partner the Company's vaccines. They do licensing deals and are based in New Jersey. Sage has worked with immunotherapies and believes in the Company's promising vaccines. Their Agreement is for \$5,000 per month starting in January through April 2009 and \$10,000 per month from May 1 through February 2010 plus 5% of the deal, if completed in the first 24 months, 2 1/2% in the 12 months thereafter.

Dr. David Filer

On January 7 2005 we have entered a consulting agreement with Dr. David Filer, a biotech consultant. The Agreement provides that Dr. Filer spend three days per month assisting us with our development efforts, reviewing our scientific technical and business data and materials and introducing us to industry analysts, institutional investor collaborators and strategic partners. In consideration for the consulting services we pay Dr. Filer \$2,000 per month. In addition, Dr. Filer received options to purchase 40,000 shares of common stock which are currently vested. As of October 1, 2007 we entered into a new two year agreement at a monthly fee of \$5,000 including 1,500,000 \$0.20 Warrants exercisable at \$0.20 per warrant as consideration for his assistance in the raise on October 17, 2007 as well a his advisory services and assistance. This agreement is cancelable within 90 days notice.

Freemind Group LLC ("Freemind")

We have entered into an agreement with Freemind to develop and manage our grant writing strategy and application program with Advaxis to 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 opportunities, the national SBIR and related NIH/NCI programs. Freemind has assisted us in the past to file grant applications with NIH covering the use of ADX11-001 for cervical dysplasia. We have paid Freemind as of October 31, 2008, fees aggregating \$29,500. We currently have no future plans to use this Group.

University of California

On March 14, 2004 we entered into a nonexclusive license and bailment agreement with the Regents of the University of California ("UCLA") to commercially develop products using the XFL7 strain of *Listeria monocytogenes* in humans and animals. The agreement is effective for a period of 15 years and is renewable by mutual consent of the parties. Advaxis paid UCLA an initial licensee fee and continues to pay annual maintenance 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 ("Cobra")

In July 2003, we entered into an agreement with Cobra for the purpose of manufacturing our cervical cancer vaccine ADX11-001. 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 Good Manufacturing Practices ("GMP") manufacturing of DNA, recombinant protein, viruses, mammalian cell products and cell banking. Cobra's manufacturing plan for us involves 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 to manufacture expired in December 2005 upon the delivery and completion of stability testing of the GMP material for the Phase I trial. Cobra has agreed to surrender the right to \$300,000 of its existing fees for manufacturing in exchange for future royalties from the sales of ADX11-001 at the rate of 1.5% of net sales, with royalty payments not to exceed \$1,950,000.

In November 2005, in order to secure production of ADXS11-001 on a long-term basis as well as other drug candidates which we are developing, 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 ADXS11-001. This agreement leaves the existing agreement in place with respect to the studies contemplated therein, and 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.

In October 20, 2007 we entered into a production agreement with Cobra to manufacture our Phase II clinical materials using a new methodology now required by the United Kingdom, and likely to be required by other regulatory bodies in the future. The contract is for £274,500 plus consumables and as of October 31, 2008 we have we have recorded \$543,620 in full excluding consumables. In addition, we entered into a contract for £47,250 to fill the *Listeria* in vials and as of October 31, 2008, we have recorded \$107,793 in full payment. We also have several other small contracts to cover, testing, stability and storage of our clinical supplies.

LVEP Management, LLC (“LVEP”)

The Company entered into a consulting agreement with LVEP dated as of January 19, 2005, and amended on April 15, 2005, and October 31, 2005, pursuant to which Mr. Roni Appel served as Chief Executive Officer, Chief Financial Officer and Secretary of the Company and was compensated by consulting fees paid to LVEP. LVEP is owned by the estate of Scott Flamm (deceased January 2006) previously, one of our directors and a principal shareholder. Pursuant to an amendment dated December 15, 2006 (“effective date”) Mr. Appel resigned as President and Chief Executive Officer and Secretary of the Company on the effective date, but remains as a board member and consultant to the company until December 15, 2007. The term of the agreement as amended is 24 months from effective date. Mr. Appel will devote 50% of his time over the first 12 months of the consulting period to support the company. Also as a consultant, he will be paid at a rate of \$22,500 per month in addition to benefits as provided to other company officers. He will receive severance payments over an additional 12 months at a rate of \$10,416.67 per month and shall be reimbursed for family health care. All his stock options became fully vested on the effective date and are exercisable over the term. Also, Mr. Appel was issued 1,000,000 shares of our common stock on January 2, 2007. He received a \$250,000 bonus with \$100,000 paid on January 3, 2007 and the remainder was paid in October 2007.

On February 11, 2008 the Company and LVEP agreed to satisfy the balances of the LVEP Agreement with cash payments of \$130,000 and \$20,000 in the Company’s common stock (153,846 shares). The cash payment was made on February 12, 2008 and the shares were issued on April 4, 2008 and recorded at the market value of \$14,615.

Pharm-Olam International Ltd. (“POI”)

In April 2005, we entered into a consulting agreement with POI, whereby POI is to execute and manage our Phase I clinical trial in ADXS11-001 for a fee of \$430,000 plus reimbursement of certain expenses of \$181,060. On December 13, 2006 we approved a change order reflecting the changes to the protocol the cost of which is estimated at \$92,000 for a total contractual obligation of \$522,000 excluding certain pass through expenses. On February 20, 2008, we approved change order 2 reflecting changes in the study for \$175,000 in additional service fees for a total contractual service fee of \$697,000. As of October 31, 2008 we have paid \$440,650 toward the \$697,000 portion of the agreement. In total the pass-through expenses (\$119,346), patient cost (\$135,272) and service fees totaled \$951,618.

The Investor Relations Group, Inc (“IRG”)

We entered into an agreement with IRG whereby IRG is to serve as an investor relations and public relations consultant. In consideration for performing its services, IRG was paid \$10,000 per month plus out of pocket expenses, and 200,000 common shares. On December 1, 2008, we terminated this agreement.

Biologics Consulting Group, Inc. (“BCG”)

On June 1, 2006 we entered into an agreement with BCG and on June 11, 2007, we entered into an amendment No. 1 to provide biologics regulatory consulting services to the Company in support of the IND submission to the FDA. The tasks to be performed under this Agreement will be agreed to in advance by the Company and BCG. The term of the amendment No. 1 was from June 1, 2007 to June 1, 2008. This was a time and material agreement.

MediVector, Inc. (“MI”)

In May 2007 we entered into a Master Service Agreement with MI covering three projects to serve in clinical study planning, management and execution for our upcoming Phase II clinical study. We paid MI \$71,000 for its services. In early 2008 we terminated all agreements.

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 on July 1, 2002 (effective date) we entered into a 20-year exclusive worldwide license and a right to grant sublicenses pursuant to our license agreement with Penn. Penn currently has 12 issued and 67 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 lead in the United States in the field of *Listeria* - based therapy.

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.” 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.” Expires November 8, 2014.

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, Attenuated 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, Frankel et al. Divisional Application No. 09/520,207 “Isolated Nucleic Acids Comprising *Listeria* DAL And DAT Genes”. Filed March 7, 2000, Expires November 18, 2017.

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

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

US Patent No. 6,855,320 issued February 15, 2005, Paterson. Patent Application No. 09/537,642 for “Fusion of Non-Hemolytic, Truncated Form of Listeriolysin o to Antigens to Enhance Immunogenicity.” Filed March 29, 2000. Expires March 29, 2020.

US Patent No. 7,135,188 issued November 14, 2006, Paterson, Patent Application No. 10/441,851 for “Methods and compositions for immunotherapy of cancer.” Filed May 20, 2003. Expires November 8, 2014.

Patent Applications

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

U.S. Patent Application No. 10/835,662, “Compositions and methods for enhancing the immunogenicity of antigens,” Filed April 30, 2004, Paterson et al

U.S. Patent Application No. 20060135457 Methods for constructing antibiotic resistance free bacterial vaccines. Filed June 22, 2006

U.S. Patent Application No. 10/949,667, “Methods and Compositions for Immunotherapy of Cancer,” Filed September 24, 2004, Paterson et al.

U.S. Patent Application No. 11/223,945, “*Listeria*-based and LLO-based Vaccines,” Filed September 13, 2005, Paterson et al.

U.S. Patent Application No. 11/727,889, “Compositions and Methods Comprising a MAGE-B Antigen” Filed March 28, 2007, Gravekamp, Paterson, Maciag.

U.S. Patent Application No. PCT/US08/06048. for “Compositions and Methods Comprising KLK3, PSCA, FOLH1 Antigen”. Filed May 12, 2008, Paterson et al

U.S. Patent Application No. 11/798,177 “Compositions and Methods Comprising KLK3 or FOLH1 Antigen” Filed May, 10, 2007. Paterson et al.

U.S. Patent Application No. 11/376,564, “Compositions and Methods for Enhancing the Immunogenicity of Antigens,” Filed March 16, 2006, Paterson et al.

U.S. Patent Application No. 11/376,572, “Compositions and Methods for Enhancing the Immunogenicity of Antigens,” Filed March 16, 2006, Paterson et al.

U.S. Patent Application No. 11/373,528, “Compositions and Methods for Enhancing Immunogenicity of Antigens,” Filed March 13, 2006, Paterson et al.

U.S. Patent Application No. 11/415,271, “Methods and Compositions for Treatment of Non-Hodgkin’s Lymphoma, “ Filed May 2, 2006, Paterson et al.

U.S. Patent Application No. 10/541,614 for “Enhancing the Immunogenicity of Bioengineered *Listeria* Monocytogenes by Passing through Live Animal Hosts.” Filed January 8, 2004.

U.S. Patent Application No. 12/213,696 for “Non-Hemolytic LLO Fusion Proteins and Methods of Utilizing same.” Filed June 23, 2008, Paterson et al.

U.S. Patent Application No. 11/715,497 for “Compositions and Methods for Treatment of Cervical Cancer.” Filed March 8, 2007, Paterson et al.

U.S. Patent Application No. 11/203,408 for “Methods for Constructing Anitbiotic Resistance Free Vaccines.” Filed August 15, 2005. Paterson et al.

U.S. Patent Application No. 11/203,415 for “Methods for Constructing Anitbiotic Resistance Free Vaccines.” Filed August 15, 2005. Paterson et al.

U.S. Patent Application No. 2005/0048081 for “Immunogenic Compositions Comprising DAL/DAT Double Mutant, Auxotrophoic Attenuated Strains of *Listeria* and their Methods of Use”, Filed September 11, 2003

U.S. Patent Application No. 12/216,806 for “Immunogenic Compositions Comprising DAL/DAT Double Mutant, Auxotrophoic Attenuated Strains of *Listeria* and their Methods of Use”, Filed July 10, 2008, Frankel et al.

U.S. Application No. 11/785,249 for “Antibiotic Resistance Free Vaccines and Methods for Constructing and Using Same”, Filed April 16, 2007, Paterson et al.

U.S. Application No. 11/818,965 for “Antibiotic Resistance Free *Listeria* Strains and Methods for Constructing and Using Same”, Filed April 27, 2007, Paterson et al.

U.S. Application No. 12/084,829 for “LLO-Encoding DNA/Nucleic Acid Vaccines and Methods Comprising Same”, Filed May 12, 2008, Paterson et al.

U.S. Application No. 12/084,969 for “Methods for Producing, Growing, and Preserving *Listeria* Vaccine Vectors”, Filed May 14, 2008, Paterson et al.

U.S. Application No. 11/882,782 for “Methods and Compositions for Treating IGE-Mediated Diseases”, Filed August 6, 2007, Paterson et al.

U.S. Application No. 11/822,870 for “Methods for Administering Tumor Vaccines”, Filed July 10, 2007, Paterson et al.

U.S. Application No. 11/889,715 for “Compositions Comprising HMW-MAA and Fragments Thereof, and Methods of Use Thereof”, Filed August 15, 2007, Paterson et al.

U.S. Application No. 61/071,792 for “Dual Delivery System for Heterologous Antigens”, Filed May 19, 2008, Maciag et al.

U.S. Application No. 12/244,828 for “Compositions Comprising HMW-MAA and Fragments Thereof, and Methods of Use Thereof, Filed October 3, 2008, Paterson 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.” Issued November 13, 1998, Frankel, et al. Expires November 13, 2018.

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. Issued January 9, 2007.

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. Issued August 10, 2007

Patent Applications

- 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. 1928324.1 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 November 13, 1998, 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. 2001-570290 for “Compositions and Methods for Enhancing Immunogenicity of Antigens.” Filed March 26, 2001, Paterson, et al.
- Canadian Patent Application No. PCT 2,581,331 for *Listeria*-Based and LLO Based Vaccines.” Filed September 14, 2005, Paterson et al.
- PCT International Patent Application No. PCT/US07/18091 for “Compositions Comprising HMW-MAA and Fragments Thereof, and Methods of Use Thereof.” Filed August 15, 2007, Paterson et al.
- European Patent Application No. 5811815.9 for “*Listeria*-Based and LLO-Based Vaccines.” Filed September 14, 2005, Paterson et al.
- Japanese Patent Application No. 2007-533537 for “*Listeria*-Based and LLO-Based Vaccines.” Filed September 14, 2005, Paterson et al.
- Australian Patent Application No. 20044204751 for “Enhancing the Immunogenicity of Bioengineered *Listeria* Monocytogenes by Passing through Live Animal Hosts.” Filed January 8, 2004.
- Canadian Patent Application No. 2,512,812 for “Enhancing the Immunogenicity of Bioengineered *Listeria* Monocytogenes by Passing through Live Animal Hosts.” Filed January 8, 2004
- European Patent Application No. EP04700858.6 for “Compositions, Methods and Kits for Enhancing the Immunogenicity of a Bacterial Vaccine Vector.” Filed
- Hong Kong Patent Application No. 06104227.1 for “Compositions, Methods and Kits for the Enhancing the Immunogenicity of a Bacterial Vaccine Vector.” Filed January 8, 2004
- Israeli Patent Application No. 169553 for “Enhancing the Immunogenicity of Bioengineered *Listeria* Monocytogenes by Passing through Live Animal Hosts.” Filed January 8, 2004
- Japanese Patent Application No. 2006-500840 for “Enhancing the Immunogenicity of Bioengineered *Listeria* Monocytogenes by Passing through Live Animal Hosts.” Filed January 8, 2004
- Australian Patent No. 2005271247 for “Antibiotic Resistance Free DNA Vaccines.” Filed August 15, 2005, Paterson et al.
- Canadian Patent Application No. 2577270 for “Antibiotic Resistance Free DNA Vaccines.” Filed August 15, 2005, Paterson et al.
- European Patent Application No. 5810446.4 for “Antibiotic Resistance Free DNA Vaccines.” Filed August 15, 2005, Paterson et al.
- Japanese Patent Application No. 2007-525862 for “Antibiotic Resistance Free DNA Vaccines.” Filed August 15, 2005, Paterson et al.
- Australian Patent Application No. 2005271246 for “Methods for Constructing Antibiotic Resistance Free Vaccines.” Filed August 15, 2005. Paterson et al.
- Canadian Patent Application No. 2,577,306 for “Methods for Constructing Antibiotic Resistance Free Vaccines.” Filed August 15, 2005. Paterson et al.

European Patent Application No. EP05808671.1 for “Methods for Constructing Antibiotic Resistance Free Vaccines.” Filed August 15, 2005, Paterson et al.

PCT International. Patent Application No. PCT/US07/10635 for “Compositions and Methods for Treatment of Non-Hodgkins Lymphoma.” Filed May 2, 2007, Paterson et al.

PCT International Patent Application No. PCT/US08/03067 for “Compositions and Methods for Treatment of Cervical Cancer.” Filed March 7, 2008, Paterson et al.

Canadian Patent Application No. 2204666 for “Specific Immunotherapy of Cancer using a live Recombinant Bacterial Vaccine Vector”, Filed November 3, 1995, Paterson

Japanese Patent Application No. 2007-125462 for “Specific Immunotherapy of Cancer using a Live Recombinant Bacterial Vaccine Vector”, Filed May 10, 2007, Paterson.

Australian Patent Application No. 2005289957 for “*Listeria*-based and LLO-based Vaccines”, Filed September 14, 2005, Paterson et al

Japanese Patent Application No. 2007-525861 for “Methods for Constructing Antibiotic Resistance Free Vaccines”, Filed August 15, 2005, Paterson et al.

PCT International Application No. PCT/US08/04861 for “Antibiotic Resistance Free *Listeria* Strains and Methods for Constructing and Using Same”, Filed April 15, 2008, Paterson et al.

PCT International Application No. PCT/US07/17479 for “Methods and Compositions for Treating IGE-Mediated Diseases”, Filed August 6, 2007, Paterson et al.

PCT International Application No. PCT/US07/15686 for “Methods for Administering Tumor Vaccines”, Filed July 10, 2007, Paterson et al.

European International Application No. 95939926.2 for “Specific Immunotherapy If Cancer Using a Live Recombinant Bacterial Vaccine Vector, Filed November 3, 1995. Paterson

Belgium Application No. 95939926.2 for “Specific Immunotherapy If Cancer Using a Live Recombinant Bacterial Vaccine Vector, Filed November 3, 1995. Paterson

Switzerland Application No. 95939926.2 for “Specific Immunotherapy If Cancer Using a Live Recombinant Bacterial Vaccine Vector, Filed November 3, 1995. Paterson

Germany Application No. 95939926.2 for “Specific Immunotherapy If Cancer Using a Live Recombinant Bacterial Vaccine Vector, Filed November 3, 1995. Paterson

France Application No. 95939926.2 for “Specific Immunotherapy If Cancer Using a Live Recombinant Bacterial Vaccine Vector, Filed November 3, 1995. Paterson

United Kingdom Application No. 95939926.2 for “Specific Immunotherapy If Cancer Using a Live Recombinant Bacterial Vaccine Vector, Filed November 3, 1995. Paterson

Ireland No. 95939926.2 for “Specific Immunotherapy If Cancer Using a Live Recombinant Bacterial Vaccine Vector, Filed November 3, 1995. Paterson

Lithuania No. 95939926.2 for “Specific Immunotherapy If Cancer Using a Live Recombinant Bacterial Vaccine Vector, Filed November 3, 1995. Paterson

Sweden No. 95939926.2 for “Specific Immunotherapy If Cancer Using a Live Recombinant Bacterial Vaccine Vector, Filed November 3, 1995. Paterson

United States

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 GlaxoSmithKline 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 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 an option to license from Penn any new future invention conceived by either Dr. Yvonne Paterson or by Dr. Fred Frankel in the vaccine area until June 17, 2009. We intend to expand our intellectual property base by exercising this option and gaining access to 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. See “Item 1. Description of Business -Partnerships and agreements -Penn.”

Our approach to the intellectual property portfolio is to 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 are aware of a private company, Anza Therapeutics Inc (“Anza”) (formerly Cerus Corporation), which has also been developing *Listeria* vaccines. We believe that through our exclusive license with Penn we have earliest known and dominant patent position in the U S for the use of recombinant *Listeria monocytogenes* expressing proteins or tumor antigens as a vaccine for the treatment of infectious diseases and tumors. We contested a challenge made by Anza to our patent position in Europe on a claim not available in the US that would limit Anza’s ability to conduct business in Europe but not materially affect Advaxis irrespective of the outcome. The EPO Board of Appeals in Munich, Germany has ruled in favor of The Trustees of the University of Pennsylvania and its exclusive licensee Advaxis Inc. and set aside a patent ruling that prevented the issuance of an approved technology patent as a result of an opposition filed by Anza. The ruling of the EPO Board of Appeal is final and can not be appealed. The granted claims, the subject matter of which was discovered by Dr. Yvonne Paterson, scientific founder of Advaxis, are directed to the use of recombinant bacteria expressing a tumor antigens for treatment of patients with cancer.

Based on searches of publicly available databases, we do not believe that Anza Therapeutics 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 in the field of recombinant *Listeria monocytogenes*. Additionally, our proprietary position that is based on 12 issued patents and over 67 additional applications restricts anyone from using plasmid based *Listeria* constructs, or those that are bioengineered to deliver antigens fused to LLO or fragments of LLO.

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. Cerus’ allegations in the Opposition are 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.

On November 29, 2006, following oral proceedings, the Opposition Division of the EPO determined that the claims of the patent as granted should be revoked due to lack of inventive step under EPO rules based on certain prior art publications. We reviewed the formal written decision and filed an appeal on May 29, 2007. On January 13, 2009 the EPO Board of Appeals in Munich, Germany ruled in favor of The Trustees of Penn and its exclusive licensee Advaxis Inc. and reversed a patent revocation that had resulted from an opposition filed by Anza. While this patent does not affect the manner in which Advaxis makes or uses its cancer vaccine products however by Anza’s failure to prevail precludes them from using certain methodologies they require in their anti-infective vaccines under development.

As of November 20, 2007, Cerus spun its immunotherapy/*Listeria* development effort off into a separate, privately financed company Anza Therapeutics, Inc. For more information about Anza Therapeutics, Inc. and its claims with respect to *Listeria*-based technology, you should visit their web site at www.anzatherapeutics.com or to view Cerus’ publicly filed documents prior to November 20, 2007.

On January 7, 2009 the Company made the decision to discontinue its use of the Trademark Lovaxin and write-off of its intangible assets for trademarks resulting in an asset impairment of \$91,453 as of October 31, 2008. The Company is currently developing a low cost and more classic coding system for our constructs. The rationale for this decision stemmed from several legal challenges to the Lovaxin name over the last two years and 21CFR rules not permitting companies to use names that are assigned to drugs in development after marketing approval. We will therefore focus company resources on product development and not the defense the Lovaxin name.

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 typically receive governmental and institutional approval. In the US, Federal approval is obtained by submitting 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, and how 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 (Ethics Committee). 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 is convened by the institution where the protocol will be conducted and its role is to protect the rights of the participants in the clinical studies. It must approve the protocols to be used, and then oversees the conduct of the study, including: the communications which the company or contract research organization conducting the study at that specific site 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 prior to Federal approval are generally done in three stages known as Phase I through Phase III testing. The names of the phases are derived from the CFR 21 that regulates 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. Cancer drugs, however, are a special case, as they are not given to normal healthy people. Typically, cancer therapeutics are initially tested on very late stage cancer patients.

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 three 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. It is during phase II that everything that goes into a phase III test is determined.

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 six 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") or BLA. Following the completion of Phase III studies, assuming the sponsor of a potential product in the US believes it has sufficient information to support the safety and effectiveness of its product, it submits an NDA or BLA 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 preclinical and clinical studies, information about the drug's composition, and the sponsor's plans for producing, packaging, labeling and testing 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 US, subject to any conditions imposed by the FDA.

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 FDA 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 accelerated 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.

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 US 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.

There is a series of international harmonization treaties, known as the ICH treaties that enable drug development to be conducted on an international basis. These treaties specify the manner in which clinical trials are to be conducted, and if trials adhere to the specified requirements, then they are accepted by the regulatory bodies of in the signatory countries. In this way the Advaxis phase I study conducted outside of the US was accepted by the FDA.

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 a Long Term Vaccine Supply Agreement with Cobra 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 and Phase II trials.

We have entered into a GMP compliant filing of ADXS11-001 agreement with Vibalogics GmbH, Zeppelinstr. 2, 27472 Cuxhaven, Germany to fill up to 5,000 vials of our clinical supplies. This agreement was for €84,800 and is near completion in preparation for our Phase II CIN 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., Anza Therapeutics, Inc., Avi BioPharma, Inc., Biomira, Inc., Cellgenesis Inc., Biovest International, Cell Genesys, Inc., Dendreon Corporation, Pharmexa-Epimmune, Inc., Genzyme Corp., Progenics Pharmaceuticals, Inc., and Vical Incorporated 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 preclinical 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 "Item 1. Description of Business - Research and Development Programs" and "Item 1. Description of Business - Competition".

We are aware of a private company, Anza (formerly Cerus Corporation), which has also been developing *Listeria* vaccines. We believe that through our exclusive license with Penn we have earliest known and dominant patent position in the US for the use of recombinant *Listeria* monocytogenes expressing proteins or tumor antigens as a vaccine for the treatment of infectious diseases and tumors. We contested a challenge made by Anza to our patent position in Europe on a claim not available in the US that would limit Anza's ability to conduct business in Europe but not materially affect Advaxis irrespective of the outcome. The EPO Board of Appeals in Munich, Germany has ruled in favor of The Trustees of the University of Pennsylvania and its exclusive licensee Advaxis Inc. and reversed a patent ruling that revoked a technology patent that had resulted from an opposition filed by Anza. The ruling of the EPO Board of Appeal is final and can not be appealed. The granted claims, the subject matter of which was discovered by Dr. Yvonne Paterson, scientific founder of Advaxis, are directed to the method of creation and composition of matter of recombinant bacteria expressing a tumor antigens for treatment of patients with cancer. Based on searches of publicly available databases, we do not believe that Anza Therapeutics 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 in the field of recombinant *Listeria* monocytogenes. Additionally, our proprietary position that is based on 12 issued patents and over 67 additional applications restricts anyone from using plasmid based *Listeria* constructs, or those that are bioengineered to deliver antigens fused to LLO or fragments of LLO.

Merck has developed the drug Gardasil and GSK has developed the drug Cervarix which can prevent cervical cancer by vaccinating women against the virus HPV, the cause of the disease. Gardasil is directed against four HPV species while Cervarix is directed against two. Neither of these agents works in women who have a prior exposure to the HPV strains that they prophylax against, nor are women protected from other strains of HPV that the drugs do not treat. It has been written that these are cancer vaccines, which is not true. They are anti-virus vaccines intended to prophylax against strains of the HPV virus.

The presence of these agents in the market does not eliminate the market for a therapeutic vaccine directed against invasive cervical cancer and cervical intraepithelial neoplasia for a number of reasons:

- HPV is the most common sexually treated disease in the US, and since prior exposure to the virus renders these anti-viral agents ineffective they tend to be limited to younger women and do not offer protection for women who are already infected. This is estimated to be as much as (or more than) 25% of the female population of the US.
- There are believed to be approximately 10 high risk species of HPV, but these agents only protect against the most common 2-4 strains. If a woman contracts a high risk HPV species that is not one of those the drugs won't work.
- Women with HPV are typically infected for over 20 years or more before they manifest cervical cancer. Thus, the true prophylactic effect of these agents can only be inferred at this time. There currently exists a significant population of young woman who have not received these agents, or for whom they will not work, and who will manifest HPV related cervical disease for the next 40+ years.
- With the exception of the campaign to eradicate polio in which vaccination was mandatory for all school age children, vaccination is a difficult model to accomplish because it is virtually impossible to treat everyone in any given country, much less the entire world. This is especially true for cervical cancer as the incentive for men to be vaccinated is small, and infected men keep the pathogen circulating in the population.

Taken together, experts believe that there will be a cervical cancer and CIN market for the foreseeable future.

Scientific Advisory Board ("SAB")

We maintain a SAB consisting of internationally recognized scientists who advise us on scientific and technical aspects of our business. The SAB meets on an as needed basis 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.; Bennett Lorber, M.D. David Weiner, Ph.D. and Mark Einstein, MD

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

Carl June, M.D. Dr. June is currently Facility Director, Human Immunology Center and Professor, Pathology and Laboratory Medicine Translational Research at the Abramson Cancer Center at Penn, and previously a Director of Translational Research at the Center and 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. Lorber 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 served as the Chief of the Section of Infectious Diseases until 2006. 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.

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 Penn 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 Penn. 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.

Mark Einstein MD. Dr. Einstein received his BS degree in Biology from the University of Miami, where he also received his MD with Research Distinction in Clinical Immunology. He also has an MS in Clinical Research Methods, which he received with Distinction. Dr. Einstein completed his residency in OB/GYN at Saint Barnabus Medical Center, and was a Galloway Fellow in Gynecologic Oncology at the Sloan-Kettering Cancer Center. Dr. Einstein has been at the Albert Einstein Cancer Center and Montefiore Medical Center since 1999, where he has been an attending physician, Assistant Professor of Gynecologic Oncology, and currently the Director of Clinical Research of the Division of Gynecologic Oncology at the Albert Einstein College of Medicine and Cancer Center, and at the Montefiore Medical Center. He is a Fellow of the American College of Obstetrics and Gynecology and the American College of Surgeons, as well as belonging to various research groups such as the American Association for Cancer Research and the American Society for Clinical Oncology. Dr. Einstein's honors and awards include; American Cancer Society Research Scholar, American Professors in Gynecology and Obstetrics McNeil Faculty Award, ACOG/3M Research Award, ACOG/Solvay Research Award, Berlex Oncology Foundation Scholar Award, and others. Dr. Einstein is a member of the Gynecologic Oncology Group (NCI) Vaccine subcommittee, he chairs the Gynecologic Cancer Foundation National Cervical Cancer Education Campaign, he sits on the Translational Research Working Group Roundtable at NIH/NCI, the NHI AIDS malignancy Consortium, the Gynecologic Cancer Foundation Task Force for Cervical Cancer Screening and Prevention, as well as 3 separate committees for the Society of Gynecologic Oncologists. Dr. Einstein is very active in the clinical assessment of new immunological technologies for the treatment of gynecologic cancers.

Employees

As of October 31, 2008, we have full time nine employees. Of these nine employees eight employees hold the following degrees: 1 MD/JD, 1 MD/PhD, 3 PhD's 1 MS & 2 BS, four serve in the research area two serve in the clinical/regulatory development area, and three serve in the general and administration area.

Our Chairman and Chief Executive Officer, Mr. Tom Moore joined our company on December 15, 2006. Mr. Roni Appel previously served as our President and Chief Executive Officer during the fiscal year 2006 resigned from this position on December 15, 2006. Mr. Appel still serves as a board of director member and remained as consultant to the company until December 15, 2007.

Dr. John Rothman our Executive Vice President of Science and Operations and Officer joined the company on March 7, 2005. Fred Cobb our Vice President, Finance and Principal Financial Officer joined the company on February 20, 2006. Doctor Vafa Shahabi our Director of Research and Development joined the company on March 1, 2005. Christine Chansky, MD, JD, FCLM, Executive Director, Product Development joined the company on March 24, 2008. Both of our Senior Scientists joined the company from Doctor Paterson's lab at Penn.

We do not anticipate any significant increase in the number of employees in the clinical area and the research and development area to support clinical requirements, and in the general and administrative and business development areas over the next two years.

Compensation of Officers and Directors

Commencing in Fiscal 2008 the compensation plan for all non-employee Board is a combination of cash compensation per board meeting of \$2,000 per meeting attended in person and \$750 for each telephonic meeting and an annual issuance of company stock. For each non-employee director who attends a least 75% of the meetings on an annual basis will be issued 20,000 shares of the Company stock annually in Fiscal Year 2008 and, retrospectively for Fiscal Year 2007. All committee meetings are be compensated at \$2,000 per meeting attended in person held on days other than Board meeting days and all telephonic meetings are also set at \$750 per meeting. This plan is contingent upon Shareholder Approval at the company's next Annual Meeting and the compensation allowed under this plan is accrued not paid until approval is granted. Mr. Berman is an exception to this plan because he receives \$2,000 a month in company stock priced on the average monthly closing market price per share. Prior to Fiscal 2008 all of our non employee directors other than Mr. Berman didn't received any compensation for their services as a director other than stock options and reimbursement of expenses.

The aggregate compensation paid to our directors and executive officers, including stock based compensation option value and other compensation for the twelve months ended October 31, 2006, 2007 and 2008 was approximately \$970,669, \$2,071,941 and \$1,674,699, respectively. This amount has no amounts set aside or accrued to provide pension, severance, retirement, or similar benefits or expenses, and does benefits commonly reimbursed or paid by similarly situated companies.

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.

RISK FACTORS

Risks Specific to Us

We are a development stage company.

We are an early stage 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 product. 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 five to ten or more years. As of October 31, 2008, we had an accumulated deficit of \$17,533,044 and shareholders' deficiency of \$839,311. We expect to spend substantial additional sums on the continued administration and research and development of proprietary products and technologies with no certainty that our products will become commercially viable or profitable as a result of these expenditures.

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

As of October 31, 2008, \$475,000 in Notes were provided by our CEO Thomas Moore to enable the Company to stay in operations. In addition, as a result of our application to the New Jersey Technology Business Tax Certificate Transfer Program we applied for and received \$922,020 from the sale of our Net Operating Loss ("NOL") on December 12, 2008. These proceeds along with reductions in all highly compensated employees salaries as of January 4, 2009 are estimated to provide funds to allow the company to operate through early March 2009 allowing us time to raise additional funds. If successful in our raise of \$8,000,000 we expect these funds to meet the needs for our Phase II CIN trial and operating plans, in part, over the next twelve to fifteen months. On December 15, 2008 Mr. Moore informed the Company that based on the funds generated by the NOL and personal considerations that he may not provide the full amount of funds. On December 15, 2008 the Board approved the revision of the repayment terms of his Agreement from the earlier of February 15, 2009 or when a major financing is concluded to June 15, 2009 or when a major financing is concluded. In consideration for this repayment extension, the company repaid \$50,000 from the \$475,000 he previously loaned.

We will be required to sell additional equity or debt securities or enter into other financial arrangements, including relationships with corporate and other partners, to raise substantial additional capital during the immediate term as well as the next two-to ten-year period of product development and FDA testing through Phase III testing. Depending upon market conditions, we may not be successful in raising sufficient additional capital for our short or 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 or cease operations altogether. 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, or cease to operate. We may not be able to conduct our Phase II clinical trial for ADX11-001. See "Management's Discussion and Analysis and Results 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 our Phase II clinical trial in CIN.

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. Immunotherapy and vaccine products that we may develop are not likely to be commercially available until five to ten or more years. 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 “Item 1. Description of Business - Research and Development Program.”

Our research and development expenses are subject to uncertainty.

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

- 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 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 manage and execute our next trial. We are not certain that we will successfully conclude our recruitment for the completion of our next clinical trial. Delay in concluding recruitment and such agreements would delay the initiation of the Phase II CIN trial.

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 ADX11-001.

We or our 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:

- Preclinical 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 preclinical or clinical data, or unexpected safety or manufacturing issues.
- Manufacturing costs, formulation issues, 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 preclinical 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 products are subject to regulation, primarily by the FDA in the U.S. 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 U.S. include: (1) the successful conclusion of preclinical 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, or IND, 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 NDA, for a drug product or a 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.

In 2007, we completed a phase I trial of ADXS11-001 that demonstrated both safely administered doses and a dosage ceiling in end-stage cervical cancer patients. Based in part upon this work, we opened a U.S. IND in 2008 for our Phase II CIN trial.

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

In February 2006 we received permission from the appropriate governmental agencies in Israel, Mexico and Serbia to conduct in those countries Phase I clinical testing of *ADXS11-001*, our *Listeria*-based cancer vaccine that targets cervical cancer in women. The study was completed in the fourth fiscal quarter of 2007. However, the testing, marketing and manufacturing of any product for sale or distribution in the U.S. will require filing of an IND. Based on information from this trial and other pre-clinical information we filed on our Phase II CIN Trial. On January 5, 2009 we received the FDA's approval for our IND and that we are no longer on clinical hold. However, even though we are allowed to continue in the process of executing the trial we can always be placed on clinical hold by the FDA at any time as our product may have effects on humans are not fully understood or documented. There can be 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 U.S. that perform roles similar to that of the FDA, uncertainties similar to those stated above will also exist. See "Item 1. Description of 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 twelve patents that have been issued and sixty-seven patents are pending 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 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 rights. Given the high cost of obtaining, maintaining and defending these patents we are always at risk of losing our agreement with Penn because of periodically and currently not having sufficient funds to meet these expenses.

We are aware of a private company, Anza (formerly Cerus Corporation), which has also been developing *Listeria* vaccines. We believe that through our exclusive license with Penn we have earliest known and dominant patent position in the US for the use of recombinant *Listeria* monocytogenes expressing proteins or tumor antigens as a vaccine for the treatment of infectious diseases and tumors. We contested a challenge made by Anza to our patent position in Europe on a claim not available in the US that would limit Anza's ability to conduct business in Europe but not materially affect Advaxis irrespective of the outcome. The EPO Board of Appeals in Munich, Germany has ruled in favor of The Trustees of the University of Penn and its exclusive licensee Advaxis and reversed a patent ruling that revoked a technology patent that had resulted from an opposition filed by Anza. The ruling of the EPO Board of Appeal is final and can not be appealed. The granted claims, the subject matter of which was discovered by Dr. Yvonne Paterson, scientific founder of Advaxis, are directed to the method of preparation and composition of matter of recombinant bacteria expressing a tumor antigens for treatment of patients with cancer. Based on searches of publicly available databases, we do not believe that Anza 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 in the field of recombinant *Listeria* monocytogenes. Additionally, our proprietary position that is based on 12 issued patents and over 67 additional applications restricts anyone from using plasmid based *Listeria* constructs, or those that are bioengineered to deliver antigens fused to LLO or fragments of LLO.

Cerus has filed an opposition against European Patent Application Number 0790835 (EP 835 Patent) which was granted by the EPO and which is assigned to The Trustees of the University of Penn and exclusively licensed to us. Cerus' allegations in the Opposition are 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.

On November 29, 2006, following oral proceedings, the Opposition Division of the EPO determined that the claims of the patent as granted should be revoked due to lack of inventive step under EPO rules based on certain prior art publications.

We reviewed the formal written decision and filed an appeal on May 29, 2007. On January 13, 2009 the EPO Board of Appeals in Munich, Germany has ruled in favor of The Trustees of Penn and its exclusive licensee Advaxis and reversed a patent revocation that had resulted from an opposition filed by Anza. The ruling of the EPO Board of Appeal is final and can not be appealed. While this patent does not affect the manner in which Advaxis makes or uses its cancer vaccine products however by Anza's failure to prevail will preclude them from using certain methodologies they require in their anti-infective vaccines under development. See "Item 1. Description of Business—Patents and Licenses

As of November 20, 2007, Cerus spun its immunotherapy/*Listeria* development effort off into a separate, privately financed company Anza Therapeutics, Inc. For more information about Anza Therapeutics, Inc. and its claims with respect to *Listeria*-based technology, you should visit their web site at www.anzatherapeutics.com or to view Cerus' publicly filed documents prior to November 20, 2007.

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 licenses will be obtained on commercially reasonable terms. Also, given the high cost of obtaining, maintaining and defending these patents we are always at risk of losing our agreement with Penn because of periodically and currently not having sufficient funds to meet these expenses.

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, 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 us from Penn. GSK, Penn and we expect that the issue will be resolved through a correction of inventorship to add certain GSK inventors, where necessary and appropriate, an assignment of GSK's possible rights under these patent rights to Penn, and 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. See "Item 1. Description of 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 "Item 1. Description of Business -Partnerships and Agreements - Penn."

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 for production of our immunotherapies and vaccines for research and development and testing purposes. We also have an agreement with Vibalogsics to provide ADXS11-001 in vials for clinical supplies. 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 proves 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 , 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 must bind insurance coverage before our Phase II CIN trial begins for each clinical trial site. We do not have product liability insurance because we do not have products on the market. 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 report, we have nine employees. We do not intend to significantly expand our operations and staff unless we get adequate financing. If funded then our new employees may include key managerial, technical, financial, research and development and operations personnel who will not have been fully integrated into our operations. We don't 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 any new employees into our operations could have a material adverse effect on our business, prospects, financial condition and results of operations.

Commencing January 1, 2009 we are operating under an agreement with AlphaStaff, a Professional Employment Organization ("PEO"). They provide a full-services of payroll and Human Resources company to focus on our human resource needs as a small organization but now with the effectiveness and benefits of larger company. 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 clinical trials of ADXS11-001 and other products, and unable to adequately address our management needs. As of the pay period ending January 4, 2009 we reduced the salary of the highly compensated employees to meet the economic challenges and our cash flow needs. See "Item 6. Management's Discussion and Analysis or Plan of Operations," "Item 1. Description of Business - Strategy," and "Item 1. Description of 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 executives, 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 "Item 10. Executive Compensation—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 U.S., 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 Anza Therapeutics, Inc in particular, as well as Cell Genesys Inc., Antigenics, Inc., Avi BioPharma, Inc., Biomira, Inc., Biovest International, Dendreon Corporation, Pharmexa-Epimmune, Inc., Genzyme Corp., Progenics Pharmaceuticals, Inc., Vical Incorporated, and other firms with more resources than we have are currently developing or testing immune therapeutic agents in the same indications we are targeting.

We expect that our products under development and in clinical trials will address major markets within the cancer sector with a superior technology that is both safer and more effective than our competitors. 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 preclinical testing, clinical trials and approval processes and supply commercial quantities to market is 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 "Item 1. Description of Business - Research and Development Programs" and "Item 1. Description of 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 net loss 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 or quoted on the Nasdaq Stock Market, American Stock Exchange 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;
- the dilution effect of options, warrants, or the ratchet of subsequent financings triggered by lower stock prices.

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.

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

Our common stock may be deemed to be a "penny stock" as that term is defined in Rule 3a51-1, promulgated under 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 there under 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.

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

Our common stock began trading on the OTC:BB on July 28, 2005 and is quoted under the symbol ADXS.OB. The quotation of our common stock on the OTC: BB 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. Also there are large blocks of restricted stock that have met the holding requirements under Rule 144 that can be unrestricted and sold. Our stock is thinly traded due to the limited number of shares available for trading on the market thus causing large swings in price.

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 effect on the OTC:BB of these rule changes and other proposed changes cannot be determined at this time. The OTC:BB 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:BB 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:BB may be difficult to obtain and holders of common stock may be unable to resell their securities at or near their original 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 industries generally; and
- general economic and other national conditions.

Our common stock is quoted on the OTC:BB. 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 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.

If we fail to remain current on our reporting requirements, we could be removed from the OTC:BB, which would limit the ability of broker-dealers to sell our securities and the ability of stockholders to sell their securities in the secondary market.

Companies trading on the OTC:BB, such as us, must be reporting issuers under Section 12 of the Exchange Act, as amended, and must be current in their reports under Section 13, in order to maintain price quotation privileges on the OTC:BB. If we fail to remain current on our reporting requirements, we could be removed from the OTC:BB. As a result, the market liquidity for our securities could be severely adversely affected by limiting the ability of broker-dealers to sell our securities and the ability of stockholders to sell their securities in the secondary market.

We may be exposed to potential risks resulting from new requirements under Section 404 of the Sarbanes-Oxley Act of 2002.

Pursuant to Section 404 of the Sarbanes-Oxley Act of 2002, we will be required, beginning with our year ending October 31, 2009, to include in our annual report our assessment of the effectiveness of our internal control over financial reporting for fiscal years ending on or after December 15, 2008. Furthermore, our independent registered public accounting firm will be required to attest to whether our assessment of the effectiveness of our internal control over financial reporting is fairly stated in all material respects and separately report on whether it believes we have maintained, in all material respects, effective internal control over financial reporting for fiscal years ending on or after December 15, 2009. We have not yet completed our assessment of the effectiveness of our internal control over financial reporting. We expect to incur additional expenses and diversion of management's time as a result of performing the system and process evaluation, testing and remediation required in order to comply with the management certification and auditor attestation requirements.

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, as of October 31, 2008, 16.9% 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 matters 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.

We expect to continue to incur product development and selling, general and administrative costs, and to satisfy our funding requirements, we will need to sell additional equity securities, which may be subject to 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, new equity securities issued may have greater rights, preferences or privileges than our existing common stock. With the current market price at lower levels than the historical prices shareholders are exposed to significant dilution both from additional raises and the triggering of the ratchet clauses in the existing warrants.

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 October 31, 2008, we had 109,319,520 shares of our common stock issued and outstanding, excluding shares issuable upon exercise of our outstanding warrants and options. As of October 31, 2008, we had outstanding 8,812,841 options to purchase shares of our common stock at a weighted exercise price of \$0.215 per share and outstanding warrants to purchase 97,187,400 shares of our common stock, with exercise prices ranging from \$0.162 to \$0.287 per share including 3,333,333 warrants purchased for \$0.149 with an exercise price of \$0.001 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, 5,600,000 shares of common stock are reserved for issuance under the plan. In addition, we have granted 1,001,399 options as non-plan options. 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.

Sales of a significant number of shares of our common stock in the public market could harm the market price of our common stock. The Company's most recent prospectus covered 109,482,917 issued and outstanding shares of our common stock, which represented approximately 100.15% of our outstanding shares of our common stock as of October 31, 2008. As additional shares of our common stock become available for resale in the public market pursuant to this offering, and otherwise, the supply of our common stock will increase, which could decrease its price. Some or all of the shares of common stock may be offered from time to time in the open market pursuant to Rule 144, and these sales may have a depressive effect on the market for our shares of common stock. In general, a person who has held restricted shares for a period of at least six months from the date of purchase may, upon filing with the SEC a notification on Form 144, sell into the market common stock in an amount equal to the greater of 1% of the outstanding shares or the average weekly number of shares sold in the last four weeks prior to such sale. Such sales may be repeated once each three months, and any of the restricted shares may be sold by a non-affiliate after they have been held two years.

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 Certification of Incorporation provide for the authorization of 5,000,000 shares of "blank check" preferred stock. Pursuant to our Certificate 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. Such issuances can dilute the tangible net book value of shares of our common stock.

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.

Item 2: Description of Property.

Our corporate offices are currently located at a biotech industrial park located at 675 Route 1, North Brunswick, NJ 08902. We have entered into a lease effective June 1, 2005; and certain lease amendments as of November 15, 2005 and a Certain Lease Amendment as of March 15, 2006; and a Certain Lease Amendment as of October 1, 2006; and a Certain Lease Extension Agreement as of October 1, 2007; and a Lease Amendment Agreement as of March 1, 2008 with the New Jersey Economic Development Authority ("NJEDA") which will continue on a monthly basis at for two research and development Laboratory units (total of 1,600 s.f.) and one office (total of 655 s.f.). Our facility will be sufficient for our near term purposes and the facility offers additional space for our foreseeable future. Our monthly payment on this facility is approximately \$6,286 per month. The term of the lease expires on May 31, 2009 and upon mutual consent, this lease may be renewed for one year. NJEDA billed the company for a one time Milestone Rent based on raising greater than \$1MM but less than \$5MM equity raise. The company paid \$2,500 for this milestone for the conversion of the debenture into the equity. In the event that our facility should, for any reason, become unavailable, we believe that alternative facilities are available at competitive rates.

Item 3: Legal Proceedings.

We are aware of a private company, Anza (formerly Cerus Corporation), which has also been developing *Listeria* vaccines. We believe that through our exclusive license with Penn we have earliest known and dominant patent position in the US for the use of recombinant *Listeria* monocytogenes expressing proteins or tumor antigens as a vaccine for the treatment of infectious diseases and tumors. We are contesting a challenge made by Anza to our patent position in Europe on a claim not available in the US that would limit Anza's ability to conduct business in Europe but not materially affect Advaxis irrespective of the outcome. The EPO Board of Appeals in Munich, Germany has ruled in favor of The Trustees of the of Penn and its exclusive licensee Advaxis and reversed a patent ruling that revoked a technology patent that had resulted from an opposition filed by Anza. The ruling of the EPO Board of Appeal is final and can not be appealed. Based on searches of publicly available databases, we do not believe that Anza Therapeutics 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 in the field of recombinant *Listeria* monocytogenes. Additionally, our proprietary position that is based on 12 issued patents and over 67 additional applications restricts anyone from using plasmid based *Listeria* constructs, or those that are bioengineered to deliver antigens fused to LLO) or fragments of LLO.

On January 7, 2009 the Company made the decision to discontinue the use of the Trademark Lovaxin and write-off of its intangible assets for trademarks resulting in an asset impairment of \$91,453 as of October 31, 2008. The Company is currently developing a low cost and more classic coding system for our constructs. The rationale for this decision stemmed from several legal challenges to the Lovaxin name over the last two years and 21CFR rules not permitting companies to use names that are assigned to drugs in development after marketing approval. We will therefore focus company resources on product development and not the defense the Lovaxin name.

As of the date hereof, 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.

Item 4: Submission of Matters to a Vote of Security Holders.

NONE

PART II**Item 5: Market For Common Equity, Related Stockholder Matters and Small Business Issuer Purchases of Equity Securities.**

Since July 28, 2005, our Common Stock has quoted on the OTC:BB symbol ADXS. The following table shows, for the periods indicated, the high and low sales prices per share of our Common Stock as reported by the OTC:BB. As of January 23, 2009 there were approximately 129 stockholders of record and the closing sale price of Advaxis common stock \$0.035 per share as reported by the OTC:BB.

Common Stock

	Fiscal 2008		Fiscal 2007	
	High	Low	High	Low
First Quarter November 1-January 31	\$.20	\$.13	\$ 0.21	\$ 0.14
Second Quarter February 1- April 30	\$.15	\$.09	\$ 0.54	\$ 0.15
Third Quarter May 1 -July 31	\$.135	\$.058	\$ 0.36	\$ 0.24
Fourth Quarter August 1 - October 31	\$.07	\$.03	\$ 0.27	\$ 0.10

Item 5(a)

Equity Compensation Plan (1)

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (1)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	7,811,442(2)	\$ 0.22	170,083
Equity compensation plans not approved by security holders	1,001,399(3)	\$ 0.143	-
Total	8,812,841		170,083

(1) As of October 31, 2008

(2) The Company's 2004 and 2005 Stock Option Plan

(3) Options granted outside of plans

Item 6: Management's Discussion and Analysis or Plan of Operation

This Management's Discussion and Analysis or Plan of Operation and other portions of this Annual Report contain forward-looking information that involves 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 Annual Report under the heading "Risk Factors". This Management's Discussion and Analysis or Plan of Operation should be read in conjunction with our financial statements and the related notes included elsewhere in this Annual Report.

Overview

We are a biotechnology company utilizing multiple mechanisms of immunity with the intent to develop therapeutic 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 enable 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 four lead compounds and completed a Phase I clinical study of ADXS11-001, a potential cervical cancer vaccine, in the fourth fiscal quarter 2007. To initiate our US based Phase II clinical study of ADXS11-001 in the therapeutic treatment of CIN by June 2009.

A substantial part of our efforts in 2007 consisted of obtaining additional financing in order to continue our research and development efforts. This included taking the following actions:

On August 24, 2007, we issued and sold an aggregate of \$600,000 principal amount promissory notes bearing interest at a rate of 12% per annum and warrants to purchase an aggregate of 150,000 shares of our common stock to three investors including Thomas Moore, our Chief Executive Officer. Mr. Moore invested \$400,000 and received warrants for the purchase of 100,000 shares of Common Stock. The promissory note and accrued but unpaid interest thereon are convertible at the option of the holder into shares of our common stock upon the closing by the Company of a sale of its equity securities aggregating \$3,000,000 or more in gross proceeds to the Company at a conversion rate which shall be the greater of a price at which such equity securities were sold or the price per share of the last reported trade of our common stock on the market on which the common stock is then listed, as quoted by Bloomberg LP. At any time prior to conversion, we have the right to prepay the promissory notes and accrued but unpaid interest thereon.

On October 17, 2007, we effected a private placement to accredited investors for approximately 49,228,334 shares of common stock and warrants to purchase 36,921,250 additional shares. Concurrent with the closing of the private placement, we sold for \$1,996,667 to CAMOFI Master LDC and CAMHZN Master LDC an aggregate of (i) 10,000,000 shares of Common Stock, (ii) 10,000,000 exercisable at \$0.20 Warrants, and (iii) 5-year warrants to purchase an additional 3,333,333 shares of Common Stock at a purchase price of \$0.001 per share. Both warrants provide that they may not be exercised if, following the exercise, the holder will be deemed to be the beneficial owner of more than 9.99% of Registrant's outstanding shares of Common Stock.

Pursuant to an advisory agreement dated August 1, 2007 with Centrecourt, Centrecourt provided various strategic advisory services to the Company in consideration thereof. The Company paid Centrecourt \$328,000 in cash and issued 2,483,333 \$0.20 Warrants to Centrecourt, which Centrecourt assigned to the two affiliates.

At the closing of the private placement, we exercised our right under an agreement dated August 23, 2007 with YA Global Investments, L.P. f/k/a Cornell Capital Partners, L.P. ("Yorkville"), to redeem the outstanding \$1,700,000 principal amount of our Secured Convertible Debentures due February 1, 2009 owned by Yorkville, and to acquire from Yorkville warrants expiring February 1, 2011 to purchase an aggregate of 4,500,000 shares of Common Stock. We paid an aggregate of (i) \$2,289,999 to redeem the debentures at the principal amount plus a 20% premium and accrued and unpaid interest, and (ii) \$600,000 to repurchase the warrants.

On September 22, 2008, Advaxis entered into a Note Purchase Agreement (the "Agreement") with the Company's CEO, Thomas Moore, pursuant to which the Company agreed to sell to Mr. Moore, from time to time, one or more senior promissory notes (each a "Note" and collectively the "Notes") with an aggregate principal amount of up to \$800,000.

The Agreement was reviewed and recommended to the Company's Board by a special committee of the Board and was approved by a majority of the disinterested members of the Board. The Note or Notes, if and when issued, will bear interest at a rate of 12% per annum, compounded quarterly, and will be due and payable on the earlier of the close of the Company's next equity financing resulting in gross proceeds to the Company of at least \$5,000,000 (the "Subsequent Equity Raise") or February 15, 2009 (the "Maturity Date"). The Note(s) may be prepaid in whole or in part at the option of the Company without penalty at any time prior to the Maturity Date.

In consideration of Mr. Moore's agreement to purchase the Notes, the Company agreed that concurrently with the Subsequent Equity Raise, the Company will issue to Mr. Moore a warrant to purchase the Company's common stock, which will entitle Mr. Moore to purchase a number of shares of the Company's common stock equal to one share per \$1.00 invested by Mr. Moore in the purchase of one or more Notes. Such warrant would contain the same terms and conditions as warrants issued to investors in the Subsequent Equity Raise.

As of October 31, 2008 and pursuant to the Agreement, Mr. Moore has loaned the Company \$475,000.

In a letter dated November 13, 2008 from the NJEDA, we were notified that our application for the New Jersey Technology Tax Certificate Transfer Program was preliminarily approved. Under the State of New Jersey Program for small business we received a net cash amount of \$922,020 on December 12, 2008 from the sale of our State NOL through December 31, 2007 of \$1,084,729. In the future we intend to apply for additional benefits under the program including the sale of research tax credits.

Mr. Moore informed the Company that based on the funds generated by the NOL received on December 12, 2008 and personal considerations, that he may not provide full funding. On December 15, 2008 the Board approved an amendment of the Agreements repayment terms from February 15, 2009 to June 15, 2009. In consideration for revising the repayment term the Company repaid Mr. Moore \$50,000 from the \$475,000 outstanding Notes thus reducing the balance to \$425,000.

In a letter received from the FDA, on January 5, 2009 the Company was notified that it removed its clinical hold. on our IND. While the FDA letter released our clinical hold it also stated that we must provide two additional responses to their questions prior to commencing our CIN trial. The company believes these requests will be filled in the near future. Under this IND, subject to the before mentioned FDA request, the Company will now be able to commence its Phase 2 CIN trial subject to its successful equity raise commencing in January 2009. Effectively as of pay period ending January 4, 2009 we reduced the salary all our highly compensated employees to meet the current economic climate and to meet our current cash flow needs.

Plan of Operations

We intend to use a significant portion of the proceeds of the raise currently under way to conduct our Phase II CIN trial using ADXS11-001, one of our lead product candidates in development using our *Listeria* System. We also anticipate using the funds to further our clinical, research and development efforts in developing product candidates and to maintain our preclinical capabilities and 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 the following objectives:

- Publish our results in a peer review journal of our completed Phase I clinical study of ADXS11-001 in the therapeutic treatment of cervical cancer;
- Raise funding to pursue our US based Phase II clinical study of ADXS11-001 in the therapeutic treatment of CIN;
- Initiate our Phase II clinical study of ADXS11-001 in the therapeutic treatment of CIN;
- Initiate government funded or subsidized research both in the US and the UK in the treatment of cervical cancer & head and neck cancer
- Initiate strategic and development collaborations with biotechnology and pharmaceutical companies
- Continue the development work necessary to bring ADXS31-142 in the therapeutic treatment of prostate cancer into clinical trials, and initiate that trial;
- Continue the development work necessary to bring ADXS32-168 in the therapeutic treatment of breast cancer into clinical trials, and initiate that trial, and;
- continue the pre-clinical development of other product candidates, as well as continue research to expand our technology platform; and

The annual cost to maintain our current staff, overhead and preclinical expense is estimated to be in the range of \$2.4 to \$2.6 million in fiscal year 2009. We estimate the cost of our current Phase II clinical study in therapeutic treatment of CIN to be in the range of \$5.5 to \$6.0 million over the next 27 month period. Therefore we anticipate our target cash raise of \$8,500,000 will meet our needs through the February 2010 but not over the entire Phase II CIN trial. Our phase II ADXS11-001 clinical study is estimated to commence in June 2009. If we can raise additional funds we intend to commence the clinical work in prostate by late 2009 and breast cancer by 2010. The timing and estimated costs of these projects are difficult to predict and depends on factors such as our ability to raise funds and enter into a corporate partnership. In fiscal 2009 our anticipated needs for equipment, personnel and space should not be significant.

Overall given the development stage of our business our financial needs are driven, in large part, by the progress of our clinical trials and those of the GOG and CRUK as well as preclinical programs. The cost of these clinical trial projects is significant. As a result we will be required to raise additional debt or equity commencing in January 2009 and in the future. If the clinical progress continues to be successful and the value of the Company increases it is more than likely we will attempt to accelerate the timing of the required financing and, conversely if the trial or trials aren't successful we may slow our spending and the timing of additional financing will be deferred. While we will attempt to attract a corporate partnership and grants we have not assumed the receipt of any additional financial resources in our cash planning.

For more information about Penn and commitments see "Item 1. Description of Business - Partnerships and agreements - Penn."

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 12 months ended October 31, 2009.

Revenue. We do not anticipate that we will record any material revenues during at least the twelve months ending October 31, 2009. When we recognize revenues, we anticipate that they will be principally grants and licensing fees.

Expenses. We recorded operating expenses for the years ended October 31, 2006, 2007 and 2008 of \$3,481,226, \$4,757,190 and \$5,517,520, respectively.

The preparation of financial statements in accordance with Generally Accepted Accounting Principals (“GAAP”) involves the use of estimates and assumptions that affect the recorded amounts of assets and liabilities as of the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results may differ substantially from these estimates. Significant estimates include the fair value and recoverability of the carrying value of intangible assets (patents and licenses) the fair value of options, the fair value of embedded conversion features, warrants, recognition of on-going clinical trial, 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 estimates and judgment. We amortize license 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, licenses 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.

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 an arrangement exists, services have been rendered, the contract price is fixed or determinable, and collectability 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 straight-line 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 years ended October 31, 2006, 2007 and 2008, we recorded research and development expenses of \$1,404,164, \$2,128,096 and 2,481,840. Such expenses were principally comprised of manufacturing scale up and process development, license fees, sponsored research, clinical trial and consulting expenses. We recognize research and development expenses as incurred.

Commencing with the year ending October 31, 2009, we anticipate that our research and development expenses will increase significantly as a result of our expanded development and commercialization efforts related to clinical trials, product development, and development of strategic and other relationships required ultimately for the licensing, manufacture and distribution of our product candidates. We regard three of our product candidates as major research and development projects. The timing, costs and uncertainties of those projects are as follows:

ADXS11-001 - - Phase II CIN Trial Summary Information

- Cost incurred to date: approximately \$1,117,000
- Estimated future costs: Phase II \$5,500,000 to \$6,000,000
- Anticipated completion date of Phase II: September 2011 or beyond
- Uncertainties:
 - The FDA (or relevant foreign regulatory authority) may place the project on clinical hold or stopped.
 - One or more serious adverse events in patients enrolled in the trial.
 - Difficulty in recruiting patients.
 - Delays in the program.
- Commencement of material cash flows:
 - Unknown at this stage and dependent upon a success at fund raising, entering a licensing deal or pursuant to a marketing collaboration subject to regulatory approval to market and sell the product.

ADXS31-142 - Pre Clinical and Phase I Trial Summary Information (Prostate Cancer)

- Cost incurred to date: approximately \$200,000
- Estimated future costs: \$2,500,000
- Anticipated completion dates: fourth quarter of fiscal 2010 or beyond

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

ADX31-164 - - Phase I trial Summary Information (Breast Cancer)

- Cost incurred to date: \$450,000
- Estimated future costs: \$3,000,000
- Anticipate completion dates: Fiscal 2011 or beyond
- Risks and uncertainties: See ADXS31-164 (above)
- Commencement of material cash flows:
 - Unknown at this stage, dependent upon a licensing deal or to a marketing collaboration subject to regulatory approval to market and sell the product.

General and Administrative Expenses. During the years ended October 31, 2006, 2007 and 2008, we recorded general and administrative expenses of \$2,077,062, \$2,629,094 and \$3,035,680, respectively. General and administrative costs primarily include the salaries and expenses for executive, consultants, finance, facilities, insurance, 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. For the year ending October 31, 2009 and beyond, we anticipate that our general and administrative costs will increase due to the increased compliance requirements (SOX 404), including, without limitation, legal, accounting, and insurance expenses, to comply with periodic reporting and other regulations applicable to public companies.

Other Income (Expense). During the years ended October 31, 2006, 2007 and 2008 we recorded interest expense \$437,299, \$607,193 and \$11,263, respectively. Interest expense, relates primarily to our outstanding secured convertible debenture commencing at the closing dates of our Two Tranche Private Placement on February 2 and March 8, 2006 extinguished on October 17, 2007. During the years ended October 31, 2006, 2007 and 2008 we recorded interest income of \$90,899, \$63,406 and \$46,629, respectively, earned on investments. During the years ended October 31, 2006, 2007 and 2008 we recorded changes due to the fair market value of common stock warrants and embedded derivative as a (\$2,802,078) loss, as a \$1,159,846 gain and \$0, respectively. As of October 17, 2007, the extinguishment date, the changes due to the fair market value of common stock warrants and embedded derivative was recorded as a \$1,159,846 gain compared to a \$(2,802,078) loss recorded as of October 31, 2006. There were no gains or losses recorded as of October 31, 2008 due to the extinguishments in the Fiscal 2007 Period. Due to the eliminations of the convertible debenture in the Fiscal 2007 Period, we also recorded a gain on extinguishment of the Debenture of \$1,212,510 in addition to \$319,967 gain on retirement of a note with Penn totaling \$1,532,477. There were no gains on retirement in the Fiscal 2006 Period nor the Fiscal 2008 Period. We anticipate moderately higher interest expense and interest income due to the interest on the Notes and the additional cash investment.

Recently Issued Accounting Pronouncements.

In September 2006, the FASB issued SFAS No. 157, *Fair Value Measurement*. This statement does not require any new fair value measurement, but it provides guidance on how to measure fair value under other accounting pronouncements. SFAS No. 157 also establishes a fair value hierarchy to classify the source of information used in fair value measurements. The hierarchy prioritizes the inputs to valuation techniques used to measure fair value into three broad categories. This standard is effective for the Company beginning in fiscal 2009. The Company is currently evaluating the impact of this pronouncement on its financial statements.

In February 2007, the FASB issued SFAS No. 159, *The Fair Value Option for Financial Assets and Financial Liabilities*. SFAS No. 159 permits companies to choose to measure certain financial instruments and certain other items at fair value. The election to measure the financial instrument at fair value is made on an instrument-by-instrument basis for the entire instrument, with few exceptions, and is irreversible. SFAS No. 159 is effective for the Company beginning in the fiscal year ending October 31, 2009. The Company is currently evaluating the impact of this pronouncement on its financial statements.

In June, 2008, The FASB ratified Emerging Issues Task Force (EITF) Issue No 07-05, "Determining Whether an Instrument (or Embedded Feature) is Indexed to an Entity's Own Stock" (EITF 07-5). EITF 07-5 mandates a two-step process for evaluating whether an equity-linked financial instrument or embedded feature indexed to the entity's own stock. It is effective for fiscal years beginning after December 15, 2008, and interim periods within those fiscal years, which is our first quarter of fiscal 2010. Many of the warrants issued by the Company contain a strike price adjustment feature, which upon adoption of EITF 07-5, will result in the instruments no longer being considered indexed to the Company's own stock. Accordingly, adoption of EITF 07-5 will change the current classification (from equity to liability) and the related accounting for many warrants outstanding at that date. The Company is currently evaluating the impact the adoption of EITF 07-5 will have on its financial position, results of operation, or cash flows.

Results of Operations

Year ended October 31, 2008 compared to the year ended October 31, 2007

Revenue. Our revenue decreased by \$88,465, or 57%, from \$154,201 during the Fiscal 2007 Period to \$65,736 as compared with the Fiscal 2008 Period primarily due to the decreased grant money of \$133,850 received from the NCI in the Fiscal 2007 Period not repeated in the Fiscal 2008 Period partially offset by the increased grant money received from the State of New Jersey in the Fiscal 2008 Period as compared to the Fiscal 2007 Period.

Research and Development Expenses. Research and development expenses increased by \$353,744, or 17%, from \$2,128,096 for the Fiscal 2007 Period to \$2,481,840 for the Fiscal 2008 Period, principally attributable to the following:

- Clinical trial expenses decreased by \$117,014, or 29%, from \$401,783 to \$284,769 due to our higher clinical trial activity in the Fiscal 2007 Period compared to the close out phase in the Fiscal 2008 Period.
- Wages, options and lab costs increased by \$309,756, or 37%, from \$832,757 to \$1,142,513 principally due to our expanded research & development efforts, the hiring of an Executive Director of Product Development, a wage increase on November 1, 2007 and an increase in bonuses.
- IND development consulting expenses increased by \$7,512 or 4%, from \$174,960 to \$182,472 primarily due to the submission cost of our IND in Fiscal 2008 period compared to Fiscal period 2007.
- Subcontracted research expenses decreased by \$128,062, or 43%, from \$300,535 to \$172,473 primarily reflecting the decreased subcontract work performed by Dr. Paterson at Penn, pursuant to our sponsored research agreement in the Fiscal 2008 Period compared to the same period last year.
- Manufacturing expenses increased by \$319,194 or 90%, from \$353,780 to \$672,974 as a result of the ongoing clinical supply program for our upcoming Phase II trial in Fiscal 2008 Period compared to the manufacturing program in the Fiscal 2007 Period.
- Toxicology study expenses decreased by \$37,640, or 59%, from \$64,280 to \$26,640 due to expenses incurred in the Fiscal 2007 Period as a result of a toxicology study by Pharm Olam in connection with our ADXS11-001 product candidates in anticipation of clinical studies in 2008.

We anticipate a continued increase in Research and Development expenses as a result of the start-up of our Phase II CIN trial and other costs. Additionally, we expect expenses to be incurred in the development of strategic and other relationships required if the licensing, manufacture and distribution of our product candidates are ultimately undertaken.

General and Administrative Expenses. General and administrative expenses increased by \$406,586, or 15%, from \$2,629,094 for the Fiscal 2007 Period to \$3,035,680 for the Fiscal 2008 Period, primarily attributable to the following:

- Wages, Options and benefit expenses increased by \$369,991, or 44%, from \$835,935 to \$1,205,926 primarily due to the increase of the CEO's base pay by \$100,000 and stock compensation of \$71,250 per his employment agreement, overall higher wages of \$47,000 for employees, increased board compensation of \$45,000 and benefits due to a wage increase on November 1, 2007.
- Consulting fees and expenses decreased by \$370,618, or 46%, from \$798,536 to \$427,918. This decrease was primarily attributed to an amendment to Mr. Appel's (LVEP) consulting agreement in the Fiscal 2007 Period partially offset by a settlement agreement in the Fiscal 2008 Period which resulted in: (i) a decrease of \$251,269 in option expense recorded primarily due to an amendment of Mr. Appel's consulting agreement compared to no option expense recorded in the Fiscal 2008 Period; (ii) a decrease of \$200,000 primarily due to the issuance to Mr. Appel of 2 million shares in the Fiscal 2007 Period also due to the amendment, (iii) a net decrease of \$256,747 in Mr. Appel's consulting expenses recorded in the Fiscal 2008 Period compared to the Fiscal 2007 Period and (iv) a decrease of \$41,667 in Mr. Appel's bonus accrual in the Fiscal 2007 Period partially offset by (v) his \$130,000 settlement payment in cash in the Fiscal 2008 Period along with a \$14,615 payment in shares of the Company. Mr. Appel's net decreases (i-v) were partially offset by the increase in other consulting expenses due to higher financial advisor fees of \$234,450 recorded in the Fiscal 2008 Periods versus the fees for other consultants in the Fiscal 2007 Period.
- Legal, accounting, professional, tax preparation and public relations expenses increased by \$46,555, or 9%, from \$517,810 to \$564,365, primarily as a result of higher patent, tax preparation and accounting expenses partially offset by lower legal and public relations costs due to fewer security filings in the Fiscal 2008 Period versus the Fiscal 2007 Period.
- Recruiting fees for the Executive Director of Product Development increased by \$62,295 from \$1,100 in the Fiscal 2007 Period to \$63,395 in the Fiscal 2008 Period.

Analyst research cost increased by \$101,708 from \$240 in Fiscal 2007 Period to \$101,948 in Fiscal 2008 Period. This increase primarily consists of \$55,240 in warrant expense recorded based on the Black-Scholes calculation with the balance in cost for fees, cash payment of \$40,000 and printing expense.

Offering expense increased by \$49,744 from \$3,774 to \$53,518 due primarily to penalty expense of \$31,778 paid in company stock recorded during the Fiscal 2008 Period due to the delay of effectiveness of the registration statement on Form SB-2, File No. 333-147752.

Overall costs for occupancy, dues, subscriptions and travel in the Fiscal 2008 Period increased by \$26,718 or 11%, from \$247,304 to \$274,022 primarily due to increased travel and related expense for scientific and investor conferences compared to the Fiscal 2007 Period.

Amortization of intangibles and depreciation of fixed assets increased by \$111,256 or 129%, from \$86,089 to \$197,345 primarily due to the companies decision to discontinue its use of its Trademark and write-off if its intangible assets \$91,453 and increase in fixed assets and intangibles in the Fiscal 2008 Period compared to the Fiscal 2007 Period.

Overall conference expenses and investor conferences in Fiscal 2008 Period increased by \$8,938 or 6%, from \$138,306 to \$147,244.

Other Income (expense). Other Income (expense) decreased by \$2,113,170 from income of \$2,148,536 for the Fiscal 2007 Period to income of \$35,366 income for the Fiscal 2008 Period.

During the years ended October 31, 2008 and 2007 we recorded interest expense \$11,263 and \$607,193, respectively. Interest expense, relates primarily to our then outstanding secured convertible debenture commencing at the closing dates of our Two Tranche Private Placement on February 2 and March 8, 2006 extinguished on October 17, 2007. During the years ended October 31, 2008 and 2007 we recorded interest income of \$46,629 and \$63,406, respectively, earned on investments. During the years ended October 31, 2008 and 2007 we recorded changes due to the fair market value of common stock warrants and embedded derivative as a \$0 and 1,159,846 gain, respectively. As of October 17, 2007, the extinguishment date, the changes due to the fair market value of common stock warrants and embedded derivative was recorded as a \$1,159,846 gain. There were no gains or losses recorded as of October 31, 2008 due to the extinguishments in the Fiscal 2007 Period. Due to the eliminations of the convertible debenture in the Fiscal 2007 Period, we also recorded a gain on extinguishment of the Debenture of \$1,212,510 in addition to \$319,967 gain on retirement of a note with Penn totaling \$1,532,477. There were no gains on retirement in the Fiscal 2008 Period.

Year Ended October 31, 2007 Compared to the Year Ended October 31, 2006

Revenue. Our revenue decreased by \$277,760, or 64%, from \$431,961 for the year ended October 31, 2006 to \$154,201 for the year ended October 31, 2007 primarily due to the completion of the HER-2 SBIR, FUSION and FLAIR grants in fiscal 2006 partially offset by a new grant and the continuation of a State of New Jersey grant.

Research and Development Expenses. Research and development expenses increased by \$723,932, or 52%, from \$1,404,164 for the twelve months ended October 31, 2006 to \$2,128,096 for the twelve months ended October 31, 2007. This increase was principally attributable to the following:

Clinical trial expenses decreased \$20,132, or 5%, from \$421,915 to \$401,783 due to the higher start-up expenses of our clinical trial in March 2006 partially offset by the lower expenses incurred at the end of the trial in fiscal 2007.

Wages, salaries and related lab costs increased by \$183,650, or 31%, from \$600,329 to \$783,979 principally due to adding one research and development staff at the end of fiscal 2006 and a higher bonus payment in fiscal 2007.

IND/NDA and developmental consulting expenses increased \$130,466 or 293% from \$44,494 to \$174,960 primarily due to costs related to the preparation to file an IND and establishing the Phase II clinical trial protocol.

Subcontracted expenses increased by \$51,220, or 21%, from \$249,315 to \$300,535 reflecting the additional subcontract work performed by Dr. Paterson, pursuant to certain grants.

Manufacturing expenses increased \$327,625, or 1253%, from \$26,155 to \$353,780; primarily the result of the fiscal 2007 manufacturing program in anticipation of the ADXS11-001 Phase II clinical trial planned in fiscal 2008.

Toxicology study expenses increased \$30,722, or 92%, from \$33,558 to \$64,280; principally as a result of the initiation of additional toxicology studies by Pharm Olam in connection with our ADXS11-001 clinical trial in anticipation of our IND filing in fiscal 2008.

General and Administrative Expenses. General and administrative expenses increased by \$552,032, or 27%, from \$2,077,062 for the year ended October 31, 2006 to \$2,629,094 for the year ended October 31, 2007, primarily attributable to the following:

- Wages, option expense and benefits increased by \$453,409 or 119% from \$382,526 to \$835,935 primarily due to hiring a CEO in fiscal 2007 previously filled by a consultant (LVEP) these costs did not occur in the fiscal 2006.
- All other costs increased by \$84,319 or 24% from \$354,042 to \$438,361 primarily due to higher depreciation expense, insurance, accounting and other operating costs.
- Consulting fees and related expenses decreased by \$86,813, or 104%, from \$885,349 for the twelve months ended October 31, 2006 to \$798,536 for the same period in 2007 arising from a lower bonus expense and consulting fees primarily for LVEP (prior Chief Executive Officer) and consultants partially offset by a \$251,269 increase in option expense due to accelerated vesting of the previous CEO options (LVEP).
- A decrease in legal fees and public relations expenses of \$23,666, or 5%, from \$441,621 for the twelve-months ended October 31, 2006 to \$417,955 for the same period in 2007, primarily as a result of lower legal costs.
- Conference expenses increased by \$124,779 or 922% from \$13,527 to \$138,306 due to increased fund raising activities and communication efforts.

Other Income (expense). Other Income (expense) improved by \$5,297,014 from (\$3,148,478) recorded as expense for the twelve months ended October 31, 2006 to \$2,148,536 recorded as income for the twelve months ended October 31, 2007. The breakdown is as follows:

- Interest income earned on investments decreased by \$27,492 in fiscal year 2007 from \$90,899 in fiscal year 2006 to \$63,407 in 2007.
- Gain on Note Retirements in the fiscal year 2007 totaled \$1,532,477 compared to no gain recorded in fiscal 2006. There were two gains; the first was a gain due to the amendment and restatement of a license agreement that involved a note with Penn of \$319,967 which was forgiven as well as a gain recorded on the early extinguishment of the Debentures with Cornell Partners of \$1,212,510. In the case of the debentures, the reacquisition price was less than the net carrying value and therefore a gain on extinguishment was recorded.
- Change in fair value of common stock warrants & embedded derivatives recorded in fiscal 2007 improved by \$3,961,924 from an expense recorded in fiscal 2006 of (\$2,802,078) to income of \$1,159,846 in fiscal year 2007. This change primarily resulted from this early extinguishment of the debenture on October 17, 2007 and a decrease in fair value as recorded in fiscal 2007 compared to fiscal 2006.
- Interest expense increased by \$169,894, or 39% from fiscal year 2006 of (\$437,299) to (\$607,193) for fiscal year 2007. Interest expense, relates primarily to our then outstanding secured convertible debenture that commenced at the closing dates of February 2 and March 8, 2006 and were extinguished on October 17, 2007.

No provision for income taxes was made for the year ended October 31, 2006 or 2007 due to significant tax losses during and prior to such periods.

Liquidity and capital resources

At October 31, 2006, 2007 and 2008, our cash was \$2,761,166, \$4,041,984 and \$59,738 and we had working capital of \$1,254,651, \$3,069,172 and (\$2,066,918), respectively.

To date, our principal source of liquidity has been cash provided by private placements of our securities. Some of these offerings have been structured so as to be exempt from the prospectus delivery requirements under the Securities Act. Principal uses of our cash have been to support research and development, clinical study, financing and working capital. We anticipate these uses will continue to be our principal uses 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 are our financial statements for reporting purposes. Advaxis, Inc has changed its fiscal year to the year ended October 31st and as a result is providing herein its audited financial statements for the years ended October 31, 2007 and 2008.

The net proceeds received by us from the: October 17, 2007 private placement, \$425,000 in Notes, \$922,020 NOL provided by the NJEDA on December 12, 2008 along with the reduction of salaries of our highly compensated employees effective as of January 4, 2009 is estimated to be sufficient to finance our currently planned operations to March 2009. We believe this is enough time to allow us to raise \$8,500,000 capital as we are scheduled to start the raise in early January 2009. If successful these funds should meet our financial needs over the next twelve to fifteen months thus allowing us time to perform one arm of our Phase II CIN trial and to access the potential outcome of the trial. However, in order to fund the second two arms of the CIN trial and our longer-term cash requirements or our cash requirements for the commercialization of any of our existing or future product candidates will require significant funds. Therefore, we will be required to sell 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 accompanying financial statements have been prepared assuming the Company will continue as a going concern, The Company has suffered losses that raise substantial doubt about its ability to continue as a going concern. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

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 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 October 17, 2007, pursuant to a Securities Purchase Agreement, we completed a private placement resulting in \$7,384,235 in gross proceeds, pursuant to which we sold 49,228,334 shares of common stock at a purchase price of \$0.15 per share solely to institutional and accredited investors and warrants to purchase 36,921,250 additional shares at a purchase price of \$0.20 per share. Each investor received a five-year warrant to purchase an amount of shares of common stock that equals 75% of the number of shares of common stock purchased by such investor in the offering. Concurrent with the closing of the private placement, we sold for \$1,996,666 to CAMOFI Master LDC and CAMHZN Master LDC an aggregate of (i) 10,000,000 shares of Common Stock, (ii) 10,000,000 \$0.20 Warrants, and (iii) 5-year warrants to purchase an additional 3,333,333 shares of Common Stock at a purchase price of \$0.001 per share. Both warrants provide that they may not be exercised if, following the exercise, the holder will be deemed to be the beneficial owner of more than 9.99% of Registrant's outstanding shares of Common Stock.

Pursuant to an advisory agreement dated August 1, 2007 with Centrecourt, Centrecourt provided various strategic advisory services to the Company in consideration thereof. Registrant paid Centrecourt \$328,000 in cash and issued 2,483,333 \$0.20 Warrants to Centrecourt, which Centrecourt assigned to the two affiliates.

At the closing of the private placement, we exercised our right under an agreement dated August 23, 2007 with YA Global Investments, L.P. f/k/a Cornell Capital Partners, L.P. ("Yorkville"), to redeem the outstanding \$1,700,000 principal amount of our Secured Convertible Debentures due February 1, 2009 owned by Yorkville, and to acquire from Yorkville warrants expiring February 1, 2011 to purchase an aggregate of 4,500,000 shares of Common Stock. We paid an aggregate of (i) \$2,289,999 to redeem the debentures at the principal amount plus a 20% premium and accrued and unpaid interest, and (ii) \$600,000 to repurchase the warrants. As a result the Company recorded a gain on retirement in October 2007 of \$1,221,510. As of October 17, 2007 after giving the effect of interest, amortization, fair value changes of the common stock warrants and the embedded derivative the net carrying value of the deferred commissions asset was \$63,728, embedded derivative liability was \$1,640,207, common stock warrant liability was \$729,840 and the discount on the value of the note of \$217,537.

On September 22, 2008, Advaxis, entered into a Note Purchase Agreement (the "Agreement") with the Company's CEO, Thomas Moore, pursuant to which the Company agreed to sell to Mr. Moore, from time to time, one or more senior promissory notes (each a "Note" and collectively the "Notes") with an aggregate principal amount of up to \$800,000.

The Agreement was reviewed and recommended to the Company's Board by a special committee of the Board and was approved by a majority of the disinterested members of the Board. The Note or Notes, if and when issued, will bear interest at a rate of 12% per annum, compounded quarterly, and will be due and payable on the earlier of the close of the Company's next equity financing resulting in gross proceeds to the Company of at least \$5,000,000 (the "Subsequent Equity Raise") or February 15, 2009 (the "Maturity Date"). The Note(s) may be prepaid in whole or in part at the option of the Company without penalty at any time prior to the Maturity Date.

In consideration of Mr. Moore's agreement to purchase the Notes, the Company agreed that concurrently with the Subsequent Equity Raise, the Company will issue to Mr. Moore a warrant to purchase the Company's common stock, which will entitle Mr. Moore to purchase a number of shares of the Company's common stock equal to one share per \$1.00 invested by Mr. Moore in the purchase of one or more Notes. Such warrant would contain the same terms and conditions as warrants issued to investors in the Subsequent Equity Raise.

As of October 31, 2008 and pursuant to the Agreement, Mr. Moore has loaned the Company \$475,000. Mr. Moore informed the Company that based on the funds generated by the NOL received on December 12, 2008 that he may not make full funding. On December 15, 2008 the board of director's approved a repayment of \$50,000 and a repayment was made to Mr. Moore from the \$475,000 loaned in consideration for revising the repayment terms from February 15, 2009 or financing is concluded to June 15, 2009 or when a major financing is concluded. The Note balance is now \$425,000.

In a letter dated November 13, 2008 from the NJEDA we were notified that our application for the New Jersey Technology Tax Certificate Transfer Program was preliminarily approved. Under the State of New Jersey Program for small business we received a net cash amount of \$922,020 on December 12, 2008 from the sale of our State NOL through December 31, 2007 of \$1,084,729. In the future we intend to apply for additional benefits under the program including the sale of research tax credits.

We are party to a license agreement, dated July 1, 2002 (effective date), as amended and restated, between Advaxis and Penn. For more information about Penn and commitments see "Item 1. Description of Business - Partnerships and agreements - Penn"

For a description of material employment agreements to which we are party, see "Item 12. Certain Relationships and Related Party Transactions".

Critical Accounting Policies

The preparation of financial statements in accordance with GAAP involves the use of estimates and assumptions that affect the recorded amounts of assets and liabilities as of the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results may differ substantially from these estimates. Significant estimates include the fair value and recoverability of carrying value of intangible asset (patents and licenses) the fair value of options, the fair value of embedded conversions features, warrants, recognition of on-going clinical trial, and related disclosures 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 license 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 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. 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.

Intangible assets consist of patents, and licenses which are amortized on a straight-line basis over their remaining useful lives, which are estimated to be twenty years. Capitalized license costs represent the value assigned to the Company's 20 year exclusive worldwide license with the Penn. The value of the license is based on management's assessment regarding the ultimate recoverability of the amounts paid and the potential for alternative future uses. This license includes the exclusive right to exploit 12 issued and 67 pending patents. As of October 31, 2008, capitalized costs associated with patents filed and granted are estimated to be \$624,324 and the estimated costs associated with patents pending are estimated to be \$718,501. The expirations of the existing patents range from 2014 to 2020. Capitalized costs associated with patent applications that are abandoned are charged to expense when the determination is made not to pursue the application. Amortization expense for licensed technology and capitalized patent cost is included in general and administrative cost. There have been no patent applications abandoned and charged to expense in the current or prior year that were material in value.

On January 7, 2009 the Company made the decision to discontinue the use of the Trademark Lovaxin and write-off of its intangible assets for trademarks resulting in an asset impairment of \$91,453 as of October 31, 2008. The Company is currently developing a low cost and more classic coding system for our constructs. The rationale for this decision stemmed from several legal challenges to the Lovaxin name over the last two years and 21CFR rules not permitting companies to use names that are assigned to drugs in development after marketing approval. We will therefore focus company resources on product development and not the defense the Lovaxin name.

Accounting for Warrants and Convertible Securities

The Company evaluates whether warrants issued should be accounted for as liabilities or equity based on the provisions of EITF 00-19, *Accounting for Derivative Financial Instruments Indexed to, and potentially Settled in, a Company's Own Stock*. The EITF lists conditions under which warrants are required to be classified as liabilities, including the existence of registration rights where significant penalties could be required to be paid to the holder of the instrument in the event the issuer fails to register the shares under a preset time frame, or where the registration statement fails to remain effective for a preset time period. Warrants accounted for as liabilities are required to be recorded at fair value, with changes in fair value recorded in operations.

For convertible debt instruments, the Company determines whether the conversion feature must be bifurcated and accounted for as a derivative liability in accordance with the provisions of EITF 00-19. The first step of the analysis is to determine whether the debt instrument is a conventional convertible instrument, in which case the embedded conversion option would qualify for equity classification and would not be bifurcated from the debt instrument. If the debt does not meet the definition of a conventional convertible instrument, the Company will analyze whether the conversion feature should be accounted for as a liability or equity under the provisions of EITF 00-19. The most common reason a debt instrument would not be considered to be a conventional convertible instrument is where the conversion price is variable. If the conversion feature does qualify for equity classification, the Company will assess whether there is a beneficial conversion feature that must be accounted for under the provisions of EITF 98-5, *Accounting for Convertible Securities with Beneficial Conversion Features or Contingently Adjustable Conversion Ratio*, and EITF 00-27, *Application of Issue No. 98-5 to Certain Convertible Instruments*.

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.

Off-Balance Sheet Arrangement

The Company is obligated under a non-cancelable operating lease for laboratory and office space expiring in May 31, 2009 with aggregate future minimum payments due amounting to \$44,005.

ADVAXIS, INC.

FINANCIAL STATEMENTS

INDEX

	<u>Page</u>
Advaxis, Inc.	
Report of Independent Registered Public Accounting Firm	46
Balance Sheet as of October 31, 2008	47
Statements of Operations for the years ended October 31, 2007 and 2008 and the period from March 1, 2002 (Inception) to October 31, 2008	48
Statements of Stockholders' Equity (Deficiency) for the Period from March 1, 2002 (Inception) to October 31, 2008	49
Statements of Cash Flows for the years ended October 31, 2007 and 2008 and the period from March 1, 2002 (Inception) to October 31, 2008	50
Notes to the Financial Statements	52

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders
Advaxis, Inc.

We have audited the balance sheet of Advaxis, Inc. (a development stage company) as of October 31, 2008, and the related statements of operations, shareholders' equity (deficiency) and cash flows for each of the two years in the period ended October 31, 2008 and the for the cumulative period from March 1, 2002 to October 31, 2008. 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. The financial statements for the period from March 1, 2002 (inception) to October 31, 2006 were audited by other auditors and our opinion, insofar as it relates to cumulative amounts included for such prior periods, is based solely on the reports of such other auditors.

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, based on our audit and the reports of other auditors, the financial statements referred to above present fairly, in all material respects, the financial position of Advaxis, Inc. as of October 31, 2008 and the results of its operations and its cash flows for each of the two years in the period ended October 31, 2008 and the amounts included in the cumulative period from March 1, 2002 to October 31, 2008 in conformity with accounting principles generally accepted in the United States.

We were not engaged to examine management's assertion about the effectiveness of Advaxis Inc.'s internal control over financial reporting as of October 31, 2008 included in the accompanying "Management's Report on Internal Control over Financial Reporting" and, accordingly, we do not express an opinion thereon.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, the Company's products are being developed and have not generated significant revenues. As a result, the Company has suffered recurring losses and its liabilities exceed its assets. This raises substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

MCGLADREY & PULLEN LLP
New York, NY

January 29, 2009

ADVAXIS, INC.
(A Development Stage Company)
Balance Sheet

October 31, 2008

ASSETS	
Current Assets:	
Cash	\$ 59,738
Prepaid expenses	38,862
Total Current Assets	98,600
Property and Equipment (net of accumulated depreciation of \$92,090)	91,147
Intangible Assets (net of accumulated amortization of \$205,428)	1,137,397
Other Assets	3,876
TOTAL ASSETS	\$ 1,331,020
LIABILITIES AND SHAREHOLDERS' DEFICIENCY	
Current Liabilities:	
Accounts payable	\$ 998,856
Accrued expenses	603,345
Notes payable - current portion, including interest payable	563,317
Total Current Liabilities	2,165,518
Notes payable - net of current portion	4,813
Total Liabilities	\$ 2,170,331
Shareholders' Deficiency:	
Preferred stock, \$0.001 par value; 5,000,000 shares authorized; no shares issued and outstanding	-
Common Stock - \$0.001 par value; authorized 500,000,000 shares, issued and outstanding 109,319,520	109,319
Additional Paid-In Capital	16,584,414
Deficit accumulated during the development stage	(17,533,044)
Total Shareholders' Deficiency	(839,311)
TOTAL LIABILITIES & SHAREHOLDERS' DEFICIENCY	\$ 1,331,020

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 October 31, 2007	Year Ended October 31, 2008	Period from March 1, 2002 (Inception) to October 31, 2008
Revenue	\$ 154,201	\$ 65,736	\$ 1,325,172
Research & Development Expenses	2,128,096	2,481,840	7,857,984
General & Administrative Expenses	2,629,094	3,035,680	10,008,567
Total Operating expenses	4,757,190	5,517,520	17,866,551
Loss from Operations	(4,602,989)	(5,451,784)	(16,541,379)
Other Income (expense):			
Interest expense	(607,193)	(11,263)	(1,084,483)
Other Income	63,406	46,629	246,457
Gain on note retirement	1,532,477	-	1,532,477
Net changes in fair value of common stock warrant liability and embedded derivative liability	1,159,846	-	(1,642,232)
Net loss	(2,454,453)	(5,416,418)	(17,489,160)
Dividends attributable to preferred shares			43,884
Net loss applicable to Common Stock	\$ (2,454,453)	\$ (5,416,418)	\$ (17,533,044)
Net loss per share, basic and diluted	\$ (0.05)	\$ (0.05)	
Weighted average number of shares outstanding basic and diluted	46,682,291	108,715,875	

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 SHAREHOLDERS' EQUITY (DEFICIENCY)
Period from March 1, 2002 (inception) to October 31, 2008

	<u>Preferred Stock</u>		<u>Common Stock</u>			<u>Deficit Accumulated During the Development Stage</u>	<u>Shareholders' Equity (Deficiency)</u>
	<u>Number of Shares of Outstanding</u>	<u>Amount</u>	<u>Number of shares of outstanding</u>	<u>Amount</u>	<u>Additional Paid- in Capital</u>		
Preferred stock issued	3,418	\$ 235,000					\$ 235,000
Common Stock Issued			40,000	\$ 40	\$ (40)		
Options granted to consultants & professionals					10,493		10,493
Net Loss						(166,936)	(166,936)
Retroactive restatement to reflect re-capitalization on Nov. 12, 2004	(3,481)	(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	15,969					15,969
Options granted to consultants and professionals					8,484		8,484
Net loss						(909,745)	(909,745)
Retroactive restatement to reflect re-capitalization on Nov. 12, 2004	(232)	(15,969)			15,969		
Balance at December 31, 2003			15,597,723	\$ 15,598	\$ 254,348	\$ (1,076,681)	\$ (806,735)
Stock dividend on preferred stock	638	43,884				(43,884)	
Net loss						(538,076)	(538,076)
Options granted to consultants and professionals					5,315		5,315
Retroactive restatement to reflect re-capitalization on Nov. 12, 2004	(638)	(43,884)			43,884		
Balance at October 31, 2004			15,597,723	\$ 15,598	\$ 303,547	\$ (1,658,641)	\$ (1,339,496)
Common Stock issued to Placement Agent on re- capitalization			752,600	753	(753)		
Effect of re-capitalization			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
Issuance 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 re- capitalization on Nov. 12, 2004 including cash paid of \$44,940					(88,824)		(88,824)
Balance at October 31, 2005			37,686,428	\$ 37,686	\$ 5,178,319	\$ (3,464,430)	\$ 1,751,575
Options granted to consultants and professionals					172,831		172,831
Options granted to employees and directors					71,667		71,667
Conversion of debenture to Common Stock			1,766,902	1,767	298,233		300,000
Issuance of Common Stock to employees and directors			229,422	229	54,629		54,858
Issuance of common stock to consultants			556,240	557	139,114		139,674
Net loss						(6,197,744)	(6,197,744)
Balance at October 31, 2006			40,238,992	40,239	5,914,793	(9,662,173)	(3,707,141)
Common Stock issued			55,226,334	55,228	8,725,674		8,780,902
Offering Expenses					(2,243,535)		(2,243,535)
Options granted to consultants and professionals					268,577		268,577
Options granted to employees and directors					222,501		222,501
Conversion of debenture to Common Stock			10,974,202	10,974	1,593,026		1,600,000
Issuance of Common Stock to employees and directors			446,417	416	73,384		73,800
Issuance of common stock to consultants			1,100,001	1,100	220,678		221,778
Warrants issued on conjunction with issuance of common stock					1,505,550		1,505,550
Net loss						(2,454,453)	(2,454,453)
Balance at October 31, 2007			107,957,977	\$ 107,957	\$ 16,276,648	\$ (12,116,626)	\$ 4,267,979
Common Stock Penalty Shares			211,853	212	31,566	-	31,778
Offering Expenses					(78,013)		(78,013)
Options granted to consultants and professionals					(42,306)		(42,306)
Options granted to employees and directors					257,854		257,854
Issuance of Common Stock to employees and directors			995,844	996	85,005		86,001
Issuance of common stock to consultants			153,846	154	14,462		14,616
Warrants issued to consultant					39,198		39,198

Net loss				(5,416,418)	(5,416,418)
Balance at October 31, 2008	<u>109,319,520</u>	<u>\$ 109,319</u>	<u>\$ 16,584,414</u>	<u>\$ (17,533,044)</u>	<u>\$ (839,311)</u>

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 October 31, 2007	Year ended October 31, 2008	Period from March 1 2002 (Inception) to October 31, 2008
OPERATING ACTIVITIES			
Net loss	\$ (2,454,453)	\$ (5,416,418)	\$ (17,489,160)
Adjustments to reconcile net loss to net cash used in operating activities:			
Non-cash charges to consultants and employees for options and stock	786,656	355,364	1,853,230
Amortization of deferred financing costs	177,687	-	260,000
Non-cash interest expense	280,060	7,907	518,185
(Gain) Loss on change in value of warrants and embedded derivative	(1,159,846)	-	1,642,232
Value of penalty shares issued	-	31,778	149,276
Depreciation expense	31,512	36,137	92,090
Amortization expense of intangibles	54,577	161,208	313,511
Gain on note retirement	(1,532,477)	-	(1,532,477)
(Increase) decrease in prepaid expenses	(161,817)	161,055	(38,862)
Decrease (increase) in other assets	724	-	(3,876)
Increase in accounts payable	99,076	211,559	1,436,062
(Decrease) increase in accrued expenses	(217,444)	298,322	587,158
(Decrease) increase in interest payable	(117,951)	-	18,291
(Decrease) in Deferred Revenue	(20,350)	-	-
Net cash used in operating activities	<u>(4,234,046)</u>	<u>(4,153,088)</u>	<u>(12,194,340)</u>
INVESTING ACTIVITIES			
Cash paid on acquisition of Great Expectations	-	-	(44,940)
Purchase of property and equipment	(37,632)	(10,842)	(137,657)
Cost of intangible assets	(358,336)	(200,470)	(1,525,860)
Net cash used in Investing Activities	<u>(395,968)</u>	<u>(211,312)</u>	<u>(1,708,457)</u>
FINANCING ACTIVITIES			
Proceeds from (repayment of) convertible secured debenture	(2,040,000)	-	960,000
Cash paid for deferred financing costs	-	-	(260,000)
Proceeds from notes payable	600,000	475,000	1,746,224
Payment on notes payable	(92,087)	(14,832)	(106,919)
Net proceeds of issuance of Preferred Stock	-	-	235,000
Payment on cancellation of Warrants	(600,000)	-	(600,000)
Net proceeds of issuance of Common Stock	8,042,917	(78,014)	11,988,230
Net cash provided by Financing Activities	<u>5,910,830</u>	<u>382,154</u>	<u>13,962,535</u>
Net increase in cash	1,280,818	(3,982,246)	59,738
Cash at beginning of period	2,761,166	4,041,984	-
Cash at end of period	<u>\$ 4,041,984</u>	<u>\$ 59,738</u>	<u>\$ 59,738</u>

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

Supplemental Schedule of Noncash Investing and Financing Activities

	Year ended October 31, 2007	Year ended October 31, 2008	Period from March 1, 2002 (Inception) to October 31, 2008
Equipment acquired under notes payable	\$ 45,580	\$ -	\$ 45,580
Common Stock issued to Founders	\$ -	\$ -	\$ 40
Notes payable and accrued interest converted to Preferred Stock	\$ -	\$ -	\$ 15,969
Stock dividend on Preferred Stock	\$ -	\$ -	\$ 43,884
Notes payable and accrued interest converted to Common Stock	\$ 1,600,000	\$ -	\$ 2,513,158
Intangible assets acquired with notes payable	\$ -	\$ -	\$ 360,000
Debt discount in connection with recording the original value of the embedded derivative liability	\$ -	\$ -	\$ 512,865
Allocation of the original secured convertible debentures to warrants	\$ -	\$ -	\$ 214,950
Warrants issued in connection with issuance of Common Stock	\$ 1,505,550	\$ -	\$ 1,505,550

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)
NOTES TO 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.

The preparation of financial statements in accordance with GAAP involves the use of estimates and assumptions that affect the recorded amounts of assets and liabilities as of the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results may differ substantially from these estimates. Significant estimates include the fair value and recoverability of the carrying value of intangible assets (patents and licenses) the fair value of options, the fair value of embedded conversion features, warrants, recognition of on-going clinical trial, 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.

The Company's products are being developed and not generated significant revenues. As a result, the Company has suffered recurring losses and its liabilities exceed its assets. These losses are expected to continue for an extended period of time. The Company is in default on two notes listed in notes payable. The Company plans to obtain sufficient financing so it can develop and market its products. On January 5, 2009, in a letter received from the United States Food and Drug Administration ("FDA"), the Company was notified that it removed its clinical hold on its Investigational New Drug Application ("IND"). The Company will now be able to commence its phase II cervical intraepithelial neoplasia ("CIN") trial. The net proceeds received by us from the: \$425,000 in Notes, \$922,020 NOL provided by the New Jersey Economic Development Administration on December 12, 2008 (see Note 11) along with the reduction of salaries of our highly compensated employees effective as of January 4, 2009 is estimated to be sufficient to finance operations to March 2009. We believe we can raise \$8,500,000 capital in 2009. If successful, these funds should meet our financial needs over the next twelve to fifteen months allowing time to perform one arm of our Phase II CIN trial and to access the potential outcome of the trial. These events raise substantial doubt about its ability to continue as a going concern. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

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 straight line method or another method if it better represents the timing and pattern of performance. Since its inception and through October 31, 2008 all of the Company's revenues have been from grants. For the year ended October 31, 2008 and 2007 all of the Company's revenues were received from one grant and two grants, respectively.

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 Deliverable*. 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 (money market) that at times exceed federally insured limits.

Property and Equipment: Equipment is stated at cost. Depreciation and amortization are provided for on a straight-line basis over the estimated useful life of the asset ranging from 3 to 5 years. Expenditures for maintenance and repairs that do not materially extend the useful lives of the respective assets are charged to expense as incurred. The cost and accumulated depreciation or amortization of assets retired or sold are removed from the respective accounts and any gain or loss is recognized in operations.

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

Impairment of Long-Lived Assets

In accordance with Statement of Financial Accounting Standards No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets", we review our long-lived assets for impairment whenever events and circumstances indicate that the carrying value of an asset might not be recoverable and its carrying amount exceeds its fair value, which is based upon estimated undiscounted future cash flows. For all periods presented, there have been no impairment losses incurred. Net assets recorded on the balance sheet for patents and licenses related to ADXS11-001, ADXS31-142, ADXS31-164 and other products are in development. However, if a competitor were to gain FDA approval for a treatment before us or if future clinical trials fail to meet the targeted endpoints, we would likely record an impairment related to these assets. In addition, if an application is rejected or fails to be issued we would record an impairment of its estimated book value. In January 2009 the company decided to discontinue its use of the Trademark Lovaxin and write-off of its intangible assets for trademarks resulting in an asset impairment of \$91,453 as of October 31, 2008.

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, convertible debt and other potential common stock outstanding during the period. Therefore, the impact of the potential common stock resulting from warrants and outstanding stock options are not included in the computation of diluted loss per share, as the effect would be anti-dilutive. The table sets forth the number of potential shares of common stock that have been excluded from diluted net loss per share.

	<u>October 31, 2008</u>	<u>October 31, 2007</u>
Warrants	97,187,400	87,713,770
Stock Options	8,812,841	8,512,841
Total	<u>106,000,241</u>	<u>96,226,611</u>

No deferred income taxes are provided for the differences between the bases of assets and liabilities for financial reporting and income tax purposes. Future ownership changes may limit the future utilization of these net operating loss and research and development tax credit carry-forwards as defined by the Internal Revenue Code. The amount of any potential limitation is unknown. The net deferred tax asset has been fully offset by a valuation allowance due to our history of taxable losses and uncertainty regarding our ability to generate sufficient taxable income in the future to utilize these deferred tax assets.

The estimated fair value of the notes payable approximates the principal 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 September 2006, the FASB issued SFAS No. 157, *Fair Value Measurement*. This statement does not require any new fair value measurement, but it provides guidance on how to measure fair value under other accounting pronouncements. SFAS No. 157 also establishes a fair value hierarchy to classify the source of information used in fair value measurements. The hierarchy prioritizes the inputs to valuation techniques used to measure fair value into three broad categories. This standard is effective for the Company beginning fiscal year ending October 31, 2009. The Company is currently evaluating the impact of this pronouncement on its financial statements.

In February 2007, the FASB issued SFAS No. 159, *The Fair Value Option for Financial Assets and Financial Liabilities*. SFAS No. 159 permits companies to choose to measure certain financial instruments and certain other items at fair value. The election to measure the financial instrument at fair value is made on an instrument-by-instrument basis for the entire instrument, with few exceptions, and is irreversible. SFAS No. 159 is effective for the fiscal year ending October 31, 2009. The Company is currently evaluating the impact of this pronouncement on its financial statements.

In June, 2008, The FASB ratified Emerging Issues Task Force (EITF) Issue No 07-05, "Determining Whether an Instrument (or Embedded Feature) is Indexed to an Entity's Own Stock" (EITF 07-5). EITF 07-5 mandates a two-step process for evaluating whether an equity-linked financial instrument or embedded feature indexed to the entity's own stock. It is effective for fiscal years beginning after December 15, 2008, and interim periods within those fiscal years, which is our first quarter of fiscal 2010. Many of the warrants issued by the Company contain a strike price adjustment feature, which upon adoption of EITF 07-5, will result in the instruments no longer being considered indexed to the Company's own stock. Accordingly, adoption of EITF 07-5 will change the current classification (from equity to liability) and the related accounting for many warrants outstanding at that date. The Company is currently evaluating the impact the adoption of EITF 07-5 will have on its financial position, results of operation, or cash flows.

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.

2. SHARE-BASED COMPENSATION EXPENSE

The Company adopted SFAS 123(R) using the modified prospective transition method, which requires the application of the accounting standard as of November 1, 2005, the first day of the Company's fiscal year 2006. In accordance with the modified prospective transition method, the Company's Financial Statements for prior periods were not restated to reflect, and do not include the impact of SFAS 123(R). The Company began recognizing expense in an amount equal to the fair value of share-based payments (stock option awards) on their date of grant, over the requisite service period of the awards (usually the vesting period). Under the modified prospective method, compensation expense for the Company is recognized for all share based payments granted and vested on or after November 1, 2005 and all awards granted to employees prior to November 1, 2005 that were unvested on that date but vested in the period over the requisite service periods in the Company's Statement of Operations. Prior to the adoption of the fair value method, the Company accounted for stock-based compensation to employees under the intrinsic value method of accounting set forth in Accounting Principles Board Opinion No. 25, *Accounting for Stock Issued to Employees*, and related interpretations. Therefore, compensation expense related to employee stock options was not reflected in operating expenses in any period prior to the fiscal year of 2006 and prior period results have not been restated. Since the date of inception to October 31, 2005 had the Company adopted the fair value based method of accounting for stock-based employee compensation under the provisions of SFAS No. 123, Stock Option Expense would have totaled \$328,176 for the period March 1, 2002 (date of inception) to October 31, 2008, and the effect on the Company's net loss would have been as follows:

	March 1, 2002 (date of inception) to October 31, 2008
Net Loss as reported	\$ (17,489,160)
Add: Stock based option expense included in recorded net loss	89,217
Deduct stock option compensation expense determined under fair value based method	(328,176)
Adjusted Net Loss	<u>\$ (17,728,119)</u>

The fair value of each option granted from the Company's stock option plans during the years ended October 31, 2007 and 2008 was estimated on the date of grant using the Black-Scholes option-pricing model. Using this model, fair value is calculated based on assumptions with respect to (i) expected volatility of the Company's Common Stock price, (ii) the periods of time over which employees and Board Directors are expected to hold their options prior to exercise (expected lives), (iii) expected dividend yield on the Company's Common Stock, and (iv) risk-free interest rates, which are based on quoted U.S. Treasury rates for securities with maturities approximating the options' expected lives. Expected volatility for a development stage biotechnology company is very difficult to estimate as such; the company considered several factors in computing volatility. The company used their own historical volatility in determining the volatility to be used. Expected lives are based on contractual terms given the early stage of the business, lack of intrinsic value and significant future dilution along typical of early stage biotech. The expected dividend yield is zero as the Company has never paid dividends and does not currently anticipate paying any in the foreseeable future.

	Year Ended October 31, 2007	Year Ended October 31, 2008
Expected volatility	119.0%	110.1%
Expected Life	7.0 years	5.9 years
Dividend yield	0	0
Risk-free interest rate	4.3%	3.6%

Stock-based compensation expense recognized during the period is based on the value of the portion of share-based payment awards that vested during the period. Stock-based compensation expense for the twelve months ended October 31, 2008 includes compensation expense for share-based payment awards granted prior to, but not yet vested as of October 31, 2005 based on the grant date fair value estimated in accordance with the provisions of SFAS 123 and compensation expense for the share-based payment awards granted subsequent to October 31, 2005 based on the grant date fair value estimated in accordance with the provisions of SFAS 123(R). Compensation expense for all share-based payment awards to be recognized using the straight line method over the requisite service period. As stock-based compensation expense for the twelve months of 2007 and 2008 is based on awards granted and vested, it has been reduced for estimated forfeitures (4.4%). SFAS 123(R) requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. In the Company's pro forma information required under SFAS 123 for the periods prior to fiscal 2006, the Company accounted for forfeitures as they occurred.

Warrant Expense

Pursuant to the November 21, 2007 Letter of Agreement between Crystal Research Associates and Advaxis, Inc. we issued 400,000 warrants expiring in four years to purchase Advaxis stock at \$0.20 per share and \$40,000 for providing a fee-based research document. The company recorded a fair value of \$39,198 in Fiscal 2008. In addition, the company accrued for the 475,000 warrants earned but not be issued from Mr. Moore's Note of \$475,000 per the terms and conditions of the Note he earned one warrant for each \$1.00 loaned. The fair market value recorded in Fiscal 2008 Period of \$16,340 was based on the Advaxis common stock closing price as of October 31, 2008 or \$0.04.

On or about the October 17, 2007 (the closing date of the private placement) the following transactions took place:

Pursuant to the related Placement Agency Agreement with Carter Securities, LLC, the Company paid the placement agent \$354,439 in cash commissions and reimbursement of expenses and issued to it 2,949,333 warrants exercisable at \$0.20 per share. The fair value of the warrants is estimated to be \$574,235. The fair value of the warrants was calculated using the black-scholes valuation model with the following assumptions: 2,949,333 warrants, market price of common stock on the date of sale of \$0.23 per share October 17, 2007, exercise price of \$0.20, risk-free interest rate of 4.16%, expected volatility of 119% and expected life of 5 years. The value of the warrants and cash are included in APIC as a reduction to net proceeds from the October 2007 private placement.

In accordance with a consulting agreement with Centrecourt Asset Management they were paid \$328,000 in cash commissions and issued 2,483,333 warrants exercisable at \$0.20 per share. The fair value of the warrants is estimated to be \$483,505. The fair value of the warrants was calculated using the black-scholes valuation model with the following assumptions: 2,483,333 warrants, market price of common stock on the date of sale of \$0.23 per share on October 17, 2007, an exercise price of \$0.20, risk-free interest rate of 4.16%, expected volatility of 119% and expected life of 5 years. The value of the warrants and one half of the cash was included in APIC as a reduction to net proceeds from the October 2007 private placement. The other half of the cash was recorded as prepaid expense for advisory consulting services to be amortized over the balance of the term of the one- year agreement.

In accordance with a consulting agreement with BridgeVentures they were paid \$51,427 in cash commissions and issued 800,000 warrants exercisable at \$0.20 per share. The fair value of the warrants is estimated to be \$155,760. The fair value of the warrants was calculated using the black-scholes valuation model with the following assumptions: 800,000 warrants, market price of common stock on the date of sale of \$0.23 per share on October 17, 2007, an exercise price of \$0.20, risk-free interest rate of 4.16%, expected volatility of 119% and expected life of 5 years. The value of the warrants and the cash was included in APIC as a reduction to net proceeds from the October 2007 private placement. The future consulting payments of cash will recorded as consulting expense for advisory consulting services over the balance of the agreement.

In accordance with a consulting agreement with Dr. Filer, he was issued 1,500,000 warrants exercisable at \$0.20 per share. The fair value of the warrants is estimated to be \$292,050. The fair value of the warrants was calculated using the black-scholes valuation model with the following assumptions: 1,500,000 warrants, market price of common stock on the date of sale of \$0.23 per share on October 17, 2007, an exercise price of \$0.20, risk-free interest rate of 4.16%, expected volatility of 119% and expected life of 5 years. The value of the warrants was included in APIC as a reduction to net proceeds from the October 2007 private placement. He receives a monthly fee of \$5,000 for consulting recorded as consulting expense for advisory consulting services over the balance of the agreement.

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*.

3. INTANGIBLE ASSETS:

Intangible assets consist of legal and filing costs associated with obtaining patents, and licenses which are amortized on a straight-line basis over their remaining useful lives, which are estimated to be twenty years. Capitalized license costs represent the value assigned to the Company's 20 year exclusive worldwide license with the Penn. The value of the license is based on management's assessment regarding the ultimate recoverability of the amounts paid and the potential for alternative future uses. This license includes the exclusive right to exploit 12 issued and 67 pending patents according to the signing of Second Amendment and Restated Agreement payment. The Company exercised its option under the Second Amended and Restated Patent License Agreement to license a majority of these pending patents for a fee of \$297,000. As of October 31, 2008, all gross capitalized costs associated with licenses, patents filed and granted as well as costs associated with patents pending are \$1,342,825 as shown under license and patents on the table below. The \$1,342,825 includes the capitalized cost of the patents and licenses issued of \$624,324 and the costs associated with patents pending of \$718,501. The expirations of the existing patents issued range from 2014 to 2020. Capitalized costs associated with patent applications that are abandoned are charged to expense when the determination is made not to pursue the application. Amortization expense for licensed technology and capitalized patent cost is included in general and administrative costs. There have been no patent applications abandoned and charged to expense in the current or prior year that were material in value. In January 2009 the company made the decision to discontinue its use of Trademark Lovaxin and write-off of its intangible assets for trademarks resulting in an asset impairment loss of \$91,453 as of October 31, 2008.

Under the Amended and Restated Agreement we are billed actual legal and filing costs as they are passed through from Penn. Intangible assets consist of the following at October 31, 2008.

Patents	\$ 812,910
License	529,915
Less: Accumulated Amortization	(205,428)
	<u>\$ 1,137,397</u>

Estimated amortization expense is as follows:

Year ending October 31,	
2009	\$ 70,000
2010	70,000
2011	70,000
2012	70,000
2013	70,000

Amortization expense of intangibles amounted to \$69,755 and \$54,577 for the year ended October 31, 2008 and 2007, respectively

4. ACCRUED EXPENSES:

The following table represents the major components of accrued expenses:

Salaries and other compensation	\$ 430,256
Sponsored Research Agreement	119,698
Consultants	24,000
Warrants	16,340
Clinical Research Organization	11,166
Other	1,885
	<u>\$ 603,345</u>

5. NOTES PAYABLE:

Notes payable consist of the following at October 31, 2008:

Two notes payable with interest at 8% per annum, due on December 17, 2008. The lender has served notice demanding repayment on the due date pursuant to the November 2004 recapitalization and financing agreement The notes have not been paid as of January 29, 2009.	\$ 69,588
Notes payable (Mr. Moore) with interest at 12% per annum compounded quarterly	478,897
Installment purchase agreement on equipment with interest at 11.75% per annum	19,645
Total	<u>568,130</u>
Less current portion	<u>(563,317)</u>
	<u>\$ 4,813</u>

As of October 31, 2008 and pursuant to the Agreement, Mr. Moore has loaned the Company \$475,000. Mr. Moore informed the Company that based on the funds generated by the NOL received on December 12, 2008 (see Note 11) and personal considerations that he may not make full funding. On December 15, 2008 the Board approved an amendment of the Agreements repayment terms from February 15, 2009 to June 15, 2009. In consideration for revising the repayment term the Company repaid Mr. Moore \$50,000 from the \$475,000 outstanding Notes thus reducing the balance to \$425,000.

6. SECURED CONVERTIBLE DEBENTURE:

Pursuant to a Securities Purchase Agreement dated February 2, 2006 (\$1,500,000 principal amount) and March 8, 2006 (\$1,500,000 principal amount) we issued to Cornell Capital Partners, LP ("Cornell") \$3,000,000 principal amount of the Company's Secured Convertible Debentures due February 1, 2009 (the "Debentures") at face amount, and five year Warrants to purchase 4,200,000 shares of Common Stock at the price of \$0.287 per share and five year B Warrants to purchase 300,000 shares of Common Stock at a price of \$0.3444 per share.

The Debentures were convertible at a price equal to the lesser of (i) \$0.287 per share ("Fixed Conversion Price"), or (ii) 95% of the lowest volume weighted average price of the Common Stock on the market on which the shares were listed or traded during the 30 trading days immediately preceding the date of conversion ("Market Conversion Price"). Interest was payable at maturity at the rate of 6% per annum in cash or shares of Common Stock valued at the conversion price then in effect.

Cornell agreed that (i) it would not convert the Debenture or exercise the Warrants if the effect of such conversion or exercise would result in its and its affiliates' holdings of more than 4.9% of the outstanding shares of Common Stock, (ii) neither it nor its affiliates would maintain a short position or effect short sales of the Common Stock while the Debentures are outstanding, and (iii) no more than \$300,000 principal amount of the Debenture could be converted at the Market Conversion Price during a calendar month.

The Company could call the Debentures for redemption at the Redemption Price at any time or from time to time but not more than \$500,000 principal amount could be called during any 30 consecutive day period. The Redemption Price would be 120% of the principal redeemed plus accrued interest. The Company also granted the holder an 18-month right of first refusal assuming the Debentures were still outstanding with respect to the Company's issuance or sale of shares of capital stock, options, warrants or other convertible securities. Pursuant to Registration Rights Agreement, the Company registered at its expense under the Securities Act of 1933, as amended (the "Act") for reoffering by the holders of the Debentures and of the Warrants and B Warrants shares of Common Stock received upon conversion or exercise.

The Company granted the holders a first security interest on its assets as security for payment of the Company's obligations.

The Company also agreed that as long as there was outstanding at least \$500,000 principal amount of Debentures it would not, without the consent of the Debenture holder, issue or sell any securities at a price or warrants, options or convertible securities with an exercise or conversion price less than the bid price, as defined, immediately prior to the issuance; grant a further security interest in its assets or file a registration statement on Form S-8.

In the event of a Debenture default the Debenture would, at the holder's election, become immediately due and payable in cash or, at the holder's option, could be converted into shares of Common Stock. Events of default included failure to pay principal when due or interest within five days following due date; failure to cure breaches or defaults of covenants, agreements or warrants within 10 days following written notice of such breach or default; the entry into a change of control transaction meaning (A) the acquisition of effective control of more than 50% of the outstanding voting securities by an individual or group (not including the holder or its affiliates), or (B) the replacement of more than one-half of the Directors not approved by a majority of the Company's directors as of February 2, 2006 or by directors appointed by such directors or (C) the Company entering into an agreement to effect any of the foregoing; bankruptcy or insolvency acts; breach or default which results in acceleration of the maturity of other debentures, mortgages or credit facilities, indebtedness or factor agreements involving outstanding principal of at least \$100,000; breach of the Registration Rights Agreement as to the maintaining effectiveness of the registration statement which results in an inability to sell shares by holder for a designated period; failure to maintain the eligibility of the Common Stock to trade on at least the Over-the-Counter Bulletin Board, and failure to make delivery within five trading days of certificates for shares to be issued upon conversion or the date the Company publicly announced its intention not to comply with requests for conversion in accordance with the Debenture terms.

Debenture Accounting

The Debentures were settled in October, 2007. In accounting for the Debentures and the warrants described above the Company considered the guidance contained in EITF 00-19, "Accounting for Derivative Financial Instruments Indexed To, and Potentially Settled In, a Company's Own Common Stock," and SFAS 133 "Accounting for Derivative Instruments and Hedging Activities." In accordance with the guidance provided in EITF 00-19, the Company determined that the conversion feature of the convertible debentures represented an embedded derivative since the debenture was convertible into a variable number of shares based upon the conversion formula which could require the Company to issue shares in excess of its authorized amount. The convertible debentures were not considered to be "conventional" convertible debt under EITF 00-19 and thus the embedded conversion feature must be bifurcated from the debt host and accounted for as a derivative liability.

The Company continued to measure the fair value of the warrants and embedded conversion features at each reporting date using the Black-Scholes valuation model based on the current assumptions at that point in time. This calculation resulted in a fair market value significantly different than previous reporting periods. The increase or decrease in the fair market value of the warrants and embedded conversion feature at each period resulted in a non-cash income or loss to the other income or loss line item in the Statement of Operations along with a corresponding change in liability.

The Company was required to measure the fair value of the warrants calculated using the Black-Scholes valuation model on the date of each reporting period until the debt was extinguished. On October 31, 2006 the fair value of the warrants was calculated by using the Black-Scholes valuation model with the following assumptions: (i) 4,200,000 warrants at market price of common stock on the date of sale of \$0.20 per share, exercise price of \$0.287 and (ii) 300,000 warrants at the market price of common stock of \$0.20 per share, exercise price of \$0.3444 both at risk-free interest rate of 4.56%, expected volatility of 122% and expected life of 4.33 years. The fair value of the warrants was \$714,600 or an increase of \$499,650 over the \$214,950 recorded at inception. This increase of the fair value of the warrants was charged to the Statements of Operations as expenses to Net Change in Fair Value of Common Stock Warrant and Embedded Derivative Liability and credited to Balance Sheet: Common Stock Warrants Liabilities. On October 17, 2007 the value of the warrants increased by \$15,240 over the \$714,600 fair value as of October 31, 2006 to a fair value of \$729,840. The Company purchased the warrants on October 17 2007 for \$600,000 and recorded a gain on extinguishment of \$129,840.

Likewise the Company was also required to measure the fair value of the embedded conversion feature allocated to the Debentures liability based upon the Black-Scholes valuation model on the date of each reporting period. On October 31, 2006 the fair value of this feature was based on the following assumptions: (i) the market price convertible at the price equal to 95% of the lowest volume weighted average price of the Common Stock on the market on which the shares are listed or traded during the 30 trading days immediately preceding the date of conversion or \$0.141 on October 31, 2006, (ii) the conversion price of \$0.20, (iii) the risk free interest rate of 4.62%, (iv) expected volatility of 127.37% and (v) expected life of 2.333 years. The fair value of the embedded conversion feature was \$2,815,293 or an increase of \$2,302,428 over the \$512,865 recorded at inception. This increase of the fair value of the embedded conversion feature was charged to the Statements of Operations expensed as Net Change in Fair Value of Common Stock Warrant and Embedded Derivative Liability and credited to Balance Sheet was credited to the Embedded Derivative Liability. On October 17, 2007 the value of the embedded derivative decreased by \$1,175,086 from the \$2,815,293 fair value as of October 31, 2006 to a fair value of \$1,640,207. The Company purchased the Debenture on October 17 2007 for \$340,000 Premium over the principal but still recorded a gain on extinguishment of \$1,300,207.

The Company was required to measure the fair value of the warrants and the embedded conversion feature to be calculated using the Black-Scholes valuation model on the date of each reporting period until the debt was extinguished. The Company allocated the proceeds from the sale of the Debentures between the relative fair values at the date of origination of the sale for the warrants, embedded derivative and the debenture. The fair value of the warrants was calculated by using the Black-Scholes valuation model with the following assumptions: (i) 4,200,000 warrants at market price of common stock on the date of sale of \$0.21 per share, exercise price of \$0.287 and (ii) 300,000 warrants at the market price of common stock of \$0.21 per share, exercise price of \$0.3444 both at risk-free interest rate of 4.5%, expected volatility of 25% and expected life of five years. The initial fair value of the warrants of \$214,950 was recorded as a reduction to the Debenture liability and will be amortized over the loan period and charged to interest expense. The portion of the fair value of the warrants charged to interest expense since inception to October 17, 2007 (extinguishment) was \$122,803 the \$92,147 balance partially offset gain on extinguishment.

The fair value of the embedded conversion feature allocated to the Debentures liability was based on the Black-Scholes valuation model with the following assumptions: (i) the market price convertible at the price equal to 95% of the lowest volume weighted average price of the Common Stock on the market on which the shares are listed or traded during the 30 trading days immediately preceding the date of conversion or \$0.2293 on the date of origination (most beneficial conversion rate), (ii) the conversion price of \$0.287, (iii) the risk free interest rate of 4.5%, (iv) expected volatility of 30% and (v) expected life of three years. The initial fair value of the embedded conversion feature of \$512,865 was recorded as a reduction to the Debenture liability and will be amortized over the loan period and charged to interest expense. The portion of the fair value of the embedded conversion feature charged to interest expense since inception to October 17, 2007 (extinguishment) was \$387,477. The \$125,388 balance partially offsets the gain on extinguishments.

The Company paid Yorkville Advisor, LLC a fee of 8% of the principal amount of the Debentures sold or \$240,000 and structuring and due diligence fees of \$15,000 and \$5,000, respectively. The amount paid to Yorkville Advisor, LLC in connection with the Debentures was capitalized and charged to interest expense over the three-year term of the Debentures since Yorkville is related to the holders of the Debentures by virtue of common ownership. The amount charged as interest since inception to October 17, 2007 was \$196,272 however, the balance was written off to interest due to early extinguishment of the debt amounting to \$260,000.

Debenture Extinguishments

At the closing of this private placement, we exercised our right under an agreement dated August 23, 2007 with YA Global Investments, L.P. f/k/a Cornell Capital Partners, L.P. ("Yorkville"), to redeem the outstanding \$1,700,000 principal amount of our Secured Convertible Debentures due February 1, 2009 owned by Yorkville, and to acquire from Yorkville warrants expiring February 1, 2011 to purchase an aggregate of 4,500,000 shares of our common stock. We paid an aggregate of (i) \$2,289,999 to redeem the debentures at the principal amount plus a 20% premium of accrued and unpaid interest, and (ii) \$600,000 to repurchase the warrants.

	Principal \$	Discount \$	Interest \$	Warrant Liability \$	Embedded Derivative Liability \$
Original (Fiscal Year 2006)	3,000,000	(727,815)(1)	-	-	-
Fiscal year 2006	(300,000)(2)	230,218(3)	119,934	714,600(4)	2,815,293(4)
Book Value at October 31, 2006	2,700,000	(497,597)	119,934	714,600	2,815,293
Fiscal year 2007	(1,000,000)(2)	280,062(3)	130,065	15,240(5)	(1,175,086)(5)
Cash paid at October 17, 2007	(1,700,000)	-	(249,999)	(600,000)	(340,000)
Gain (Loss)	-	(217,535)	-	129,840	1,300,207

1. Embedded derivative's warrant value at origination of debenture
2. Principal converted into common stock
3. Amortized discount to interest expense
4. Change in Fair value of the Company's common stock warrants from inception expensed to the statement of operations.
5. Change in fair value for fiscal 2007 until extinguishment

The \$1,300,000 principal was converted into 8,741,105 shares of Advaxis, Inc. common stock at an average value of \$0.1487 per share.

As of October 31, 2007, the Company reported a net gain on extinguishment of \$1,212,512 resulting from the elimination of the warrant liability of \$729,840 and the embedded derivative liability of \$1,640,207 less the premium paid for the early extinguishment of \$340,000 and \$600,000 paid for the elimination of all warrants and the write-off of the discount.

Penn and the Company entered into the amended and restated license agreement on February 13, 2007 that eliminated the \$482,000 obligation under the prior agreement. This obligation was recorded in fiscal year 2005 as an intangible asset and as of January 31, 2007 it remained as an intangible asset with the liabilities recorded as: a notes payable-current portion \$130,000, notes payable-net of current portion \$230,000 and the balance as accounts payable. As a result of this transaction, \$319,967 was recorded as a gain on note retirement and was reflected in other income in fiscal 2007.

7. STOCK OPTIONS:

2004 Stock Option Plan

In November 2004, our board of directors adopted and stockholders approved the 2004 Stock Option Plan (“2004 Plan”). The 2004 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, in addition to employees, to non-employee directors, and consultants. Except as determined by the Administrator at the time of the grant of the Options, a participant Options vest over four years, twenty-five percent of the granted amount on or after the first year anniversary of the date of the granting of an Options and the balance to vest an additional one twelfth of the Options granted for each additional three-month period following the first anniversary over a next three years.

The 2004 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 price 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.

We must grant options under the 2004 Plan within ten years from the effective date of the 2004 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 2004 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. As of October 31, 2008 all options were granted.

2005 Stock Option Plan

In June 2006, our board of directors adopted and stockholders approved on June 6, 2006, the 2005 Stock Option Plan (“2005 Plan”).

The 2005 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 2005 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.

We must grant options under the 2005 Plan within ten years from the effective date of the 2005 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 2005 Plan cannot exercise these options more than ten years from the date of grant. Options granted under the 2005 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. As of October 31, 2008 there were 170,083 options that were not granted.

On November 12, 2004, in connection with the recapitalization (see Note 9), the options granted under the 2002 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 6 reflects the options on a post recapitalization basis.

A summary of the grants, cancellations and expirations (none were exercised) of the Company's outstanding options for the periods starting with October 31, 2006 through October 31, 2008 is as follows:

	Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life In Years	Aggregate Intrinsic Value
Outstanding as of October 31, 2006	6,959,077	\$ 0.25	8.1	18,867
Granted	2,910,001	\$ 0.15		-
Cancelled or Expired	(1,356,237)	\$ 0.22		-
Outstanding as of October 31, 2007	8,512,841	\$ 0.22	7.8	167,572
Granted	300,000	\$ 0.09		-
Exercised	-	-		-
Cancelled or Expired	-	-		-
Outstanding as of October 31, 2008	8,812,841	\$ 0.22	6.3	\$ -
Vested & Exercisable at October 31, 2008	7,399,563	\$ 0.22	6.2	\$ -

The fair value of options granted for the year ended October 31, 2008 amounted to \$25,650

The following table summarizes significant ranges of outstanding and exercisable options as of October 31, 2008 (number outstanding and exercisable in thousands):

Range of Exercise Prices	Options Outstanding			Options Exercisable			
	Number Outstanding (000's)	Weighted-Average Remaining Contractual Life (in Years)	Weighted-Average Exercise Price per Share	Aggregate Intrinsic Value	Number Exercisable (000's)	Weighted-Average Exercise Price per Share	Aggregate Intrinsic Value
\$ 0.09-0.10	300	9.4	0.09	\$ 0	-	-	\$ 0
0.14-0.17	3,150	8.1	\$ 0.15	0	2,519	0.15	0
0.18-0.21	1,739	5.0	0.21	0	1,705	0.21	0
0.22-0.25	310	7.5	0.25	0	173	0.24	0
0.26-0.29	2,992	6.6	0.28	0	2,681	0.28	0
0.30-0.43	322	4.3	0.37	0	322	0.37	0
Total	8,813	6.3	\$ 0.22	\$ 0	7,400	\$ 0.22	\$ 0

The aggregate intrinsic value in the preceding table represents the total pretax intrinsic value, based on options with an exercise price less than the Company's closing stock price of \$0.04 as of October 31, 2008 which would have been received by the option holders had those option holders exercised their options as of that date.

A summary of the status of the Company's nonvested shares as of October 31, 2008, and changes during the year ended October 31, 2008 are presented below:

	Number of Shares	Weighted Average Exercise Price at Grant Date	Weighted Average Remaining Contractual Term (in years)
Non-vested shares at October 31, 2006	3,203,167	\$ 0.25	9.0
Options granted	2,910,001	\$ 0.15	8.9
Options vested	(3,032,863)	\$ 0.19	8.5
Non-vested shares at October 31, 2007	3,080,305	\$ 0.19	8.5
Options granted	300,000	\$ 0.09	9.4
Options vested	(1,967,027)	\$ 0.18	7.5
Non-vested shares at October 31, 2008	1,413,278	\$ 0.18	7.5

As of October 31, 2008, there was approximately \$183,009 of unrecognized compensation cost related to non-vested stock option awards, which is expected to be recognized over a remaining average vesting period of 1.3 years.

8. COMMITMENTS AND CONTINGENCIES:

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

Under an amended and restated 20-year exclusive worldwide (July 1, 2002 effective date) license agreement, the Company is obligated to pay (a) \$525,000 in aggregate, divided over a three-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) On December 31, 2008 the Company is also obligated to pay annual license maintenance fees of \$50,000 increasing to a maximum of \$100,000 per year until the first commercial sale of a licensed product. As of the date of this filing the Company didn't pay this fee. (c) Upon the initiation of a phase III clinical trial and the regulatory approval for the first Licensor product the Company is obligated to pay milestone payments of \$400,000 and \$600,000, respectively. (d) 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 each 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 \$3,500,000 in a cancer field. The milestone payments related to first sales 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. In addition, the Licensor is entitled to receive a non-refundable \$157,134 payment of historical license costs. Under a licensing agreement, the Licensor is also entitled to receive royalties of 1.5% on net sales in all countries. In addition, we are obligated to reimburse the Licensor for all attorneys fees, expenses, official fees and other charges incurred in the preparation, prosecution and maintenance of the patents licensed from the Licensor.

Also pursuant to our restated and amended license agreement our option terms to license from the Licensor any new future invention conceived by either Dr. Paterson or Dr. Fred Frankel in the vaccine area were extended until June 17, 2009. 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 Licensor, and we will have access to those inventions under license agreements to be negotiated. With each license (or docket and, there can be several patents per docket) an initiation fee up to \$10,000 each can be negotiated. We exercised the option under this agreement twice resulting in approximately 50 patent applications. The license fees, legal expense, and other filing expenses for such applications cost approximately \$376,000.

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. Currently the scientific inventor is earning \$7,000 per month based on the agreement and milestones achieved.

Pursuant to a Clinical Research Service Agreement, the Company is obligated to pay service fees totaling of \$697,000. As of October 31, 2008 we've paid \$440,650 toward the \$697,000 portion of the agreement. In total the pass-through expenses was \$119,346 and patient cost ran \$135,272 in addition to the \$697,000 service fees for a total of \$951,618.

The Company is obligated under a non-cancelable operating lease for laboratory and office space expiring in May 31, 2009 with aggregate future minimum payments due amounting to \$44,348.

We have entered a consulting agreement with a biotech consultant. The Agreement commenced on January 7, 2005 and has a six month term, which was extended upon the agreement of both parties. The consultant provides three days per month service during the term of the agreement with assistance on its development efforts, reviewing our scientific technical and business data and materials and introducing us to industry analysts, institutional investor collaborators and strategic partners. As of October 1, 2007 we entered into a new two year agreement at a monthly fee of \$5,000 including 1,500,000 warrants exercisable at \$0.20 per share as consideration for his assistance in the equity raise on October 17, 2007 as well his advisory services and assistance. This agreement is cancelable within 90 days notice.

We have entered into a nonexclusive license and bailment agreement with the Regents of the University of California (“UCLA”) to commercially develop products using the XFL7 strain of *Listeria monocytogenes* in humans and animals. The agreement is effective for a period of 15 years and is renewable by mutual consent of the parties. Advaxis is to pay UCLA an initial license fee and annual maintenance 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.

On January 7, 2009 the Company entered into an Agreement with a business development firm in a program to partner the Company’s vaccines. They do licensing deals and are based in New Jersey. They have experience in immunotherapies and similar to the Company’s vaccines. Their Agreement is for \$5,000 per month starting in January through April 2009 and \$10,000 per month from May 1 through February 2010 plus 5% of the deal, if completed in the first 24 months, 2 1/2% in the 12 months thereafter.

We have entered into a GMP compliant filing of ADXS11-001 agreement with German manufacturer to fill up to 5,000 vials of our clinical supplies. This agreement was for €84,800 and is near completion in preparation for our Phase II CIN trial.

We have entered into a master service agreement with a firm in India on September 20, 2006, a contract research organization (“CRO”) for the purpose of providing us with clinical trial management services in the country of India in connection with our Phase I clinical trial in ADXS11-001. Under the agreement we will pay Apothecaries amounts based on certain criteria detailed in the agreement such as clinical sites qualified (\$1,500 per site), submitting and obtaining regulatory approval (\$17,000), and numbers of patients enrolled to the clinical trial (\$7,500 for each treated patient). If regulatory approval shall be obtained and 10 patients shall be recruited and treated in 6 clinical sites, we shall pay Apothecaries a total of \$101,000. This project was placed on hold until our next clinical trial.

The CEO of the Company agreed to terms with the Company whereby he was named CEO and Chairman effective December 15, 2006. He may also nominate one additional Board Member of his choice subject to the By-Laws. Mr. Moore according to the terms is to receive a salary annual salary of \$250,000 to increase to \$350,000, subject to a successful sale by the Company of its securities for at least \$4,000,000. He is also to receive 750,000 shares of the Company stock upon the completion of sales or a sale of securities for gross proceeds of an additional \$4,000,000 to be issued based on the terms of his employment agreement and the amount of the financial raise. He is eligible to receive an additional grant of 750,000 shares upon the raise of an additional \$6,000,000. He will contribute up to \$500,000 personally to the raise. He received a grant of 2,400,000 options at the price of \$0.143 per share as of December 15, 2006 to vest monthly over 2 years. Mr. Moore is eligible to receive an additional grant of 1,500,000 shares if the company stock is \$0.40 per share or higher over 40 consecutive days. He will receive a health care plan at no cost to him. In the event of a change of control and his termination by the company, he will receive one-year severance of \$350,000.

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. Her compensation is to be \$115,000 per annum with a potential bonus of \$20,000.

The Company entered into an employment agreement with Dr. John Rothman, PhD 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.

The Company entered into an employment agreement with Fred Cobb to become Vice President of Finance effective February 20, 2006 terminable on 30 days notice. His compensation is \$140,000 per annum. Upon meeting incentives to be set by the Company, he will receive a bonus of up to \$28,000. In fiscal year 2007, he was paid a \$28,000 bonus.

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.

9. INCOME TAXES:

The Company has a net operating loss carry forward of approximately \$16,528,502 at October 31, 2008 available to offset taxable income through 2028. Due to change in control provisions, the Company’s utilization of these losses may be limited. The tax effects of loss carry forwards give rise to a deferred tax asset and a related valuation allowance at October 31, 2008 as follows:

Net operating losses	\$ 6,611,401
Stock based compensation	103,142
Less valuation allowance	(6,714,543)
Deferred tax asset	<u>\$ -0-</u>

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

	<u>Year ended October 31, 2006</u>	<u>Year ended October 31, 2007</u>	<u>Period from March 1, 2002 (inception) to October 31, 2008</u>
Provision at federal statutory rate	34%	34%	34%
Valuation allowance	(34)	(34)	(34)
	<u>-0-%</u>	<u>-0-%</u>	<u>-0-%</u>

We adopted Financial Interpretation Number 48, "Accounting for Uncertain Tax Positions" ("FIN 48") on November 1, 2007. FIN 48 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements in accordance with FASB Statement No. 109, "Accounting for Income Taxes." FIN 48 prescribes a recognition threshold and measurement of a tax position taken or expected to be taken in a tax return. We did not establish any additional reserves for uncertain tax liabilities upon adoption of FIN 48. There were no adjustments for uncertain tax positions in the current year.

We have not recognized any interest and penalties in the statement of operations because our net operating losses and tax credits are available to be carried forward.

We will account for interest and penalties related to uncertain tax positions as part of our provision for federal and state income taxes.

We do not expect that the amounts of unrecognized benefits will change significantly within the next 12 months.

We are currently open to audit under the statute of limitations by the Internal Revenue Service and state jurisdictions for various years from our inception through 2007.

10. 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.

On 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.

Pursuant to a Securities Purchase Agreement dated February 2, 2006 (\$1,500,000 principal amount) and March 8, 2006 (\$1,500,000 principal amount) we issued to Cornell Capital Partners, LP ("Cornell") \$3,000,000 principal amount of the Company's Secured Convertible Debentures due February 1, 2009 (the "Debentures") at face amount, and five year Warrants to purchase 4,200,000 shares of Common Stock at the price of \$0.287 per share and five year B Warrants to purchase 300,000 shares of Common Stock at a price of \$0.3444 per share.

The Debentures were convertible at a price equal to the lesser of (i) \$0.287 per share ("Fixed Conversion Price"), or (ii) 95% of the lowest volume weighted average price of the Common Stock on the market on which the shares are listed or traded during the 30 trading days immediately preceding the date of conversion ("Market Conversion Price"). Interest was payable at maturity at the rate of 6% per annum in cash or shares of Common Stock valued at the conversion price then in effect.

Cornell agreed that (i) it would not convert the Debenture or exercise the Warrants if the effect of such conversion or exercise would result in its and its affiliates' holdings of more than 4.9% of the outstanding shares of Common Stock, (ii) neither it nor its affiliates will maintain a short position or effect short sales of the Common Stock while the Debentures are outstanding, and (iii) no more than \$300,000 principal amount of the Debenture could be converted at the Market Conversion Price during a calendar month.

On August 24, 2007, we issued and sold an aggregate of \$600,000 principal amount promissory notes bearing interest at a rate of 12% per annum and warrants to purchase an aggregate of 150,000 shares of our common stock to three investors including Thomas Moore, our Chief Executive Officer. Mr. Moore invested \$400,000 and received warrants for the purchase of 100,000 shares of Common Stock. The promissory note and accrued but unpaid interest thereon are convertible at the option of the holder into shares of our common stock upon the closing by the Company of a sale of its equity securities aggregating \$3,000,000 or more in gross proceeds to the Company at a conversion rate which shall be the greater of a price at which such equity securities were sold or the price per share of the last reported trade of our common stock on the market on which the common stock is then listed, as quoted by Bloomberg LP. At any time prior to conversion, we have the right to prepay the promissory notes and accrued but unpaid interest thereon. Mr. Moore converted his \$400,000 bridge investment into 2,666,667 shares of common stock and 2,000,000 \$0.20 Warrants based on the terms of the Private Placement. He was paid \$7,101 interest in cash.

On October 17, 2007, pursuant to a Securities Purchase Agreement, we completed a private placement resulting in \$7,384,235.10 in gross proceeds, pursuant to which we sold 49,228,334 shares of common stock at a purchase price of \$0.15 per share solely to institutional and accredited investors. Each investor received a five-year warrant to purchase an amount of shares of common stock that equals 75% of the number of shares of common stock purchased by such investor in the offering.

Concurrent with the closing of the private placement, the Company sold for \$1,996,700 to CAMOFI Master LDC and CAMHZN Master LDC, affiliates of its financial advisor, Centrecourt Asset Management ("Centrecourt"), an aggregate of (i) 10,000,000 shares of Common Stock, (ii) 10,000,000 warrants exercisable at \$0.20 per share, and (iii) 5-year warrants to purchase an additional 3,333,333 shares of Common Stock at a purchase price of \$0.001 per share (the "\$0.001 Warrants"). The Company and the two purchasers agreed that the purchasers would be bound by and entitled to the benefits of the Securities Purchase Agreement as if they had been signatories thereto. The \$0.20 Warrants and \$0.001 Warrants contain the same terms, except for the exercise price. Both warrants provide that they may not be exercised if, following the exercise, the holder will be deemed to be the beneficial owner of more than 9.99% of the Company's outstanding shares of Common Stock. Pursuant to a consulting agreement dated August 1, 2007 with Centrecourt with respect to the anticipated financing, in which Centrecourt was engaged to act as the Company's financial advisor, Registrant paid Centrecourt \$328,000 in cash and issued 2,483,333 warrants exercisable at \$0.20 per share to Centrecourt, which Centrecourt assigned to the two affiliates.

All of the \$0.20 Warrants and \$0.001 Warrants provide for adjustment of their exercise prices upon the occurrence of certain events, such as payment of a stock dividend, a stock split, a reverse split, a reclassification of shares, or any subsequent equity sale, rights offering, *pro rata* distribution, or any fundamental transaction such as a merger, sale of all of its assets, tender offer or exchange offer, or reclassification of its common stock. If at any time after October 17, 2008 there is no effective registration statement registering, or no current prospectus available for, the resale of the shares underlying the warrants by the holder of such warrants, then the warrants may also be exercised at such time by means of a "cashless exercise."

In connection with the private placement, we entered into a registration rights agreement with the purchasers of the securities pursuant to which we agreed to file a registration statement with the Securities and Exchange Commission with an effectiveness date within 90 days after the final closing of the offering. The resale of 49,228,334 shares of common stock and 36,921,250 shares underlying the warrants is being registered in its prospectus. The registration statement was declared effective on January 22, 2008. See Item 1: "Description of Business - - Recent Developments."

At the closing of this private placement, we exercised our right under an agreement dated August 23, 2007 with YA Global Investments, L.P. f/k/a Cornell Capital Partners, L.P. ("Yorkville"), to redeem the outstanding \$1,700,000 principal amount of our Secured Convertible Debentures due February 1, 2009 owned by Yorkville, and to acquire from Yorkville warrants expiring February 1, 2011 to purchase an aggregate of 4,500,000 shares of our common stock. We paid an aggregate of (i) \$2,289,999 to redeem the debentures at the principal amount plus a 20% premium and accrued and unpaid interest, and (ii) \$600,000 to repurchase the warrants.

On September 22, 2008, Advaxis, Inc. (the "Company") entered into a Note Purchase Agreement (the "Agreement") with the Company's Chief Executive Officer, Thomas Moore, pursuant to which the Company agreed to sell to Mr. Moore, from time to time, one or more senior promissory notes (each a "Note" and collectively the "Notes") with an aggregate principal amount of up to \$800,000.

The Agreement was reviewed and recommended to the Company's Board of Directors (the "Board") by a special committee of the Board and was approved by a majority of the disinterested members of the Board. The Note or Notes, if and when issued, will bear interest at a rate of 12% per annum, compounded quarterly, and will be due and payable on the earlier of the close of the Company's next equity financing resulting in gross proceeds to the Company of at least \$5,000,000 (the "Subsequent Equity Raise") or February 15, 2009 (the "Maturity Date"). The Note(s) may be prepaid in whole or in part at the option of the Company without penalty or any time prior to the Maturity Date.

In consideration of Mr. Moore's agreement to purchase the Notes, the Company agreed that concurrently with the Subsequent Equity Raise, the Company will issue to Mr. Moore a warrant to purchase the Company's common stock, which will entitle Mr. Moore to purchase a number of shares of the Company's common stock equal to one share per \$1.00 invested by Mr. Moore in the purchase of one or more Notes. Such warrant would contain the same terms and conditions as warrants issued to investors in the Subsequent Equity Raise.

As of October 31, 2008 and pursuant to the Agreement, Mr. Moore has loaned the Company \$475,000. Mr. Moore informed the Company that based on the funds generated by the NOL received on December 12, 2008 (see Note 11) and personal considerations that he may not make full funding. On December 15, 2008 the Board approved an amendment of the Agreements repayment terms from February 15, 2009 to June 15, 2009. In consideration for revising the repayment term the Company repaid Mr. Moore \$50,000 from the \$475,000 outstanding Notes thus reducing the balance to \$425,000.

11. SUBSEQUENT EVENT:

In a letter dated November 13, 2008 from the New Jersey Economic Development Authority we were notified that our application for the New Jersey Technology Tax Certificate Transfer Program was preliminarily approved. Under the State of New Jersey Program for small business we received a net cash amount of \$922,020 on December 12, 2008 from the sale of our State Net Operating Losses ("NOL") through December 31, 2007 of \$1,084,729.

Item 8: Changes In and Disagreements With Accountants on Accounting and Financial Disclosure

NONE

Item 8A: Controls And Procedures

Management's Report on Internal Control Over Financial Reporting.

Our company's management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) for our company. Our company's internal control over financial reporting is designed to provide reasonable assurance, not absolute assurance, regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles in the United States of America. Internal control over financial reporting includes those policies and procedures that: (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our company's assets; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles in the United States of America, and that our company's receipts and expenditures are being made only in accordance with authorizations of our management and directors; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. In addition, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions and that the degree of compliance with the policies or procedures may deteriorate.

As required by Rule 13a-15(c) promulgated under the Exchange Act, our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our internal control over financial reporting as of October 31, 2008. Management’s assessment was based on criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in Internal Control over Financial Reporting —Guidance for Smaller Public Companies. Management, under the supervision and with the participation of the Company’s Chief Executive Officer and Chief Financial Officer, assessed the effectiveness of the company’s internal control over financial reporting as of October 31, 2008 and concluded that it is effective.

This Annual Report does not include an attestation report of our registered public accounting firm regarding internal control over financial reporting. Management’s report was not subject to attestation by our registered public accounting firm pursuant to temporary rules of the Securities Exchange Commission that permit the Company to provide only management’s report in this Annual Report.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting during the fourth quarter of our fiscal year ended October 31, 2008 that have materially affected or are reasonably likely to materially affect, our internal control over financial reporting.

Item 8 B: Other Information.

NONE

PART III

Item 9: Directors, Executive Officers, Promoters, Control Persons and Corporate Governance; Compliance With Section 16(a) of the Exchange Act.

Executive Officers, Directors, and Key Employees

The following are our executive officers and directors and their respective ages and positions as of October 31, 2008:

Name	Age	Position
Thomas Moore (1)	57	Chief Executive Officer and Chairman of the Board of Directors
Dr. James Patton (2)	51	Director
Roni A. Appel (4)	41	Director
Dr. Thomas McKearn (3)	57	Director
Richard Berman (1) (2) (3) (4)	64	Director
Dr. John Rothman	60	Executive Vice President of Clinical and Scientific Operations
Fred Cobb	61	Vice President, Finance and Principal Financial Officer

(1) Member of the Nominating and Corporate Governance Committee

(2) Member of the Audit Committee

(3) Member of the Compensation Committee

(4) Member of the Finance Committee

Thomas A. Moore. Effective December 15, 2006, Thomas Moore was appointed our Chairman and Chief Executive Officer. He is currently also a Director of El Dorado Inc., a targeted marketer to unassimilated Hispanics; Medmeme, which conducts key medical opinion leader profiling; MD Offices, an electronic medical records provider; and Opt-e-scrip, Inc., which markets a clinical system to compare multiple drugs in the same patient. He has also served as Chairman of the Board of Directors of Mayan Pigments, Inc., which has developed and patented Mayan pigment technology. Previously, from June 2002 to June 2004 Mr. Moore was President and Chief Executive Officer of Biopure Corporation, a developer of oxygen therapeutics that are intravenously administered to deliver oxygen to the body's tissues. From 1996 to November 2000 he was President and Chief Executive Officer of Nelson Communications. Prior to 1996, Mr. Moore had a 23-year career with the Procter & Gamble Company in multiple managerial positions, including President of Health Care Products where he was responsible for prescription and over-the-counter medications worldwide, and Group Vice President of the Procter & Gamble Company.

Mr. Moore is subject to a five year injunction, which came about because of a civil action captioned Securities & Exchange Commission v. Biopure Corp. et al., No. 05-11853-PBS (D. Mass.), filed on September 14, 2005, which alleged that Mr. Moore made and approved misleading public statements about the status of FDA regulatory proceedings concerning a product manufactured by his former employer, Biopure Corp. Mr. Moore vigorously defended the action. On December 11, 2006, the SEC and Mr. Moore jointly sought a continuance of all proceedings based upon a tentative agreement in principle to settle the SEC action. The SEC's Commissioners approved the terms of the settlement, and the Court formally adopted the settlement.

Dr. James Patton. Dr. Patton, a Director since February 2002 served as Chairman of our Board of Directors from November 2004 until December 31, 2005 and as Advaxis' Chief Executive Officer from February 2002 to November 2002. Since February 1999, Dr. Patton has been the Vice President of Millennium Oncology Management, Inc., which provides management services for radiation oncology care to four sites. In addition, he has been President of Comprehensive Oncology Care, LLC since 1999, a company which owned and operated a cancer treatment facility in Exton, Pennsylvania until its sale in 2008. From February 1999 to September 2003, Dr. Patton also 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 director 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 been a Director since November 2004. He was President and Chief Executive Officer from January 1, 2006 and Secretary and Chief Financial Officer from November 2004, until he resigned as Chief Financial Officer on September 7, 2006 and as President, Chief Executive Officer and Secretary on December 15, 2006. He has provided consulting services to us through LVEP Management, LLC, since January 19, 2005. From 1999 to 2004, he has been a partner and managing director of LVEP Equity Partners (f/k/a LibertyView Equity Partners). From 1998 until 1999, he was a 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 July 2002. He brings to us a 25 plus year experience in the translation of biotechnology science into oncology products. 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 of Strategic Medical Affairs at GPC-Biotech, he has worked at bringing the most innovative laboratory findings into the clinic and through the FDA regulatory process for the benefit of cancer patients who need better ways to cope with their afflictions. Prior to entering the then-nascent biotechnology industry in 1981, Dr. 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.

Richard Berman. Mr. Berman has been a Director since September 1, 2005. In the last five years, he served as a professional director and/or officer of about a dozen public and private companies. He is currently Chairman of Nexmed, a public biotech company, National Investment Managers, and Secure Fortress Technology. Mr. Berman is a director of eight public companies: Dyadic International, Inc., Broadcaster, Inc., Easy Link Services International, Inc., NexMed, Inc., National Investment Managers, Advaxis, Inc., NeoStem, Inc., and Secure Fortress Technology Systems, Inc. Previously, Mr. Berman worked at Goldman Sachs and 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.

John Rothman, Ph.D. Dr. Rothman joined us in March 2005 as Vice President of Clinical Development and as of December 12, 2008 he was appointed to Executive Vice President of Clinical and Scientific Operations. From 2002 to 2005, Dr. Rothman was Vice President and Chief Technology Officer of Princeton Technology Partners. Prior to that he was involved in the development of the first interferon at Schering Inc, was director of a variety of clinical development sections at Hoffman LaRoche, and the Senior Director of Clinical Data Management at Roche. While at Roche his work in Kaposi's Sarcoma became the clinical basis for the first filed BLA which involved the treatment of AIDS patients with interferon.

Fredrick D. Cobb. Mr. Cobb joined us in February 2006 as the Vice President of Finance and on September 7, 2006 was appointed Principal Financial Officer (PFO) and Assistant Secretary. He was the PFO and Corporate Controller for Metaphore Pharmaceuticals Inc., a private company, from June 2004 to December 2005 and PFO and Corporate Controller at the public company Emisphere Technologies, Inc. from 2001 until 2004. Prior thereto he served as Vice President and Chief Financial Officer at MetaMorphix, Inc from 1997 to 2000. Formerly Mr. Cobb served as Group Director of Bristol Myers-Squibb Science and Technology Group, where he had a 12-year career in senior financial roles. Mr. Cobb holds an M.S. in Accounting from Seton Hall University in 1997 and a B.S. degree in Management from Cornell University.

Board of Directors and Officers

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. The compensation plan for all other non-employee Board of Directors is a combination of cash compensation per board meeting of \$2,000 per meeting attended in person and \$750 for each telephonic meeting and stock. Each non-employee director who attends a least 75% of the meetings on an annual basis will be issued 20,000 shares of the Company stock annually in Fiscal Year 2008 and retrospectively for Fiscal Year 2007. All committee meetings are compensated at \$2,000 per meeting attended in person held on days other than Board meeting days and all telephonic meetings are also set at \$750 per meeting. This plan is contingent upon Shareholder Approval at the company's next Annual Meeting. The board of directors may also appoint additional directors up to the maximum number permitted under our by-laws, currently nine. A director 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 subject to the terms of his employment agreement 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 year ended October 31, 2008 our board of directors held seven meetings and during the year ended October 31, 2007, our board of directors held seven meetings.

Audit Committee

Audit Committee

The Audit Committee of the board of directors consists of Mr. Berman and Dr. Patton with Mr. Berman serving as the Audit Committee's financial expert as defined under Item 401(e) of Regulation S-B of the Securities Act of 1933. The Board of Directors has determined that the audit committee financial expert is independent as defined in (i) Rule 10A-3(b)(i)(ii) under the Securities Exchange Act of 1934 (the "Exchange Act") and (ii) under Section 121 B(2)(a) of the AMEX Company Guide (although our securities are not listed on the American Stock Exchange but are listed on the Over-The-Counter Bulletin Board (OTC:BB)). The Audit Committee held four meetings during the year ended October 31, 2008.

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 suggesting 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

The Compensation Committee of the board of directors consists of Mr. Berman and Dr. McKearn. The Compensation Committee held two meetings during the years ended October 31, 2007 and 2008. The Compensation Committee determines the salaries, incentive compensation of our officers subject to applicable employment agreements, and provides recommendations for the salaries and incentive compensation of our other employees and consultants.

Compensation Issuance and Analyses

The Committee's goal is to structure our compensation program to attract, motivate, reward and retain the management talent required to achieve corporate objectives and thereby increase stockholder value. Its policy is 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. Accordingly, the program seeks to provide a competitive base salary, cash incentive bonuses and stock-based compensation.

Stock options have been granted to our senior executive officers by the board of directors or the Compensation Committee both under the Stock Option Plans and outside the plans. The Committee believes 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. The Compensation Committee reserves the right to engage services of independent consultants to perform analyses and to make recommendations to the committee relative to executive compensation matters. None have been retained to date.

The Compensation Committee will annually establish, subject to the approval of the board of directors and any applicable employment agreements, the salaries to be paid to our executive officers during the coming year.

In setting salaries, the 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

The Nominating and Corporate Governance Committee of the board of directors consists of Mr. Berman and Mr. Moore. 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 including review of possible conflicts and transactions with persons affiliated with Directors or members of management; 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.

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 each person who owns 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. Based solely on the Company's review of the copies of the forms received by it during the fiscal year ended October 31, 2007 and written representations that no other reports were required, the Company believes that each person who, at any time during such fiscal year, was a director, officer or beneficial owner of more than ten percent of the Company's common stock complied with all Section 16(a) filing requirements during such fiscal year.

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 officer and principal accounting officer. 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 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 and a copy of our code is posted on our website at www.advaxis.com.

Item 10: Executive Compensation

The following table sets forth the information as to compensation paid to or earned by a Chief Executive Officer during the twelve months ended October 31, 2006, 2007 and 2008 by our former and current executive management: It also provides similar information for the other executive officers and employees, each of whom received total compensation in excess of \$100,000 for the year ended October 31, 2008:

Name and Principal Position	Year Ended October 31,	Salary (\$)	Bonus (\$)	Stock Award(s) (\$)	Option Award(s) (\$)	Non-Equity Incentive Plan Compensation (#)	Nonqualified Deferred Compensation Earnings (\$)	All Other Compensation	Total (\$)
Thomas Moore* CEO and Chairman	2008	\$ 352,692(1)	-(2)	-	\$ 156,364(3)			27,626(4)	\$ 536,682
	2007	\$ 220,769(1)	\$ -(2)	\$ 172,500(5)	\$ 129,813(3)		\$ -	\$ 23,976(4)	\$ 547,058
	2006	-	-	-	-	-	-	-	-
Dr. John Rothman Executive VP of Science & Operations	2008	\$ 255,000	\$ 55,000	\$ 23,378(6)	25,092(8)			27,862(9)	\$ 386,332
	2007	\$ 173,923	\$ 45,000	\$ 35,508(7)	\$ 23,128(8)	-	-	\$ 27,497(9)	\$ 305,056
	2006	\$ 176,538	\$ 10,000(10)	\$ 14,800(11)	\$ 19,894(12)	-	-	\$ 23,328(9)	\$ 244,560
Fred Cobb VP Finance	2008	\$ 182,923	\$ 40,000	\$ 15,585(13)	\$ 19,977(14)			\$ 7,136(16)	\$ 265,621
	2007	\$ 144,731	\$ 28,000	\$ 16,360(15)	\$ 13,863(17)	-	-	\$ 9,358(16)	\$ 212,312
	2006	\$ 97,298	-	\$ -	\$ 4,592(17)	-	-	\$ 1,292(16)	\$ 103,182
Dr. Vafa Shahabi Director Research & Development	2008	\$ 136,808	\$ 25,000	\$ 15,585(13)	14,529(19)	-	-	\$ 7,129(16)	\$ 199,051
	2007	\$ 119,154	\$ 20,000(18)	\$ 16,360(15)	\$ 14,529(19)	-	-	\$ 4,396(16)	\$ 174,439
	2006	\$ 104,702	-	\$ 14,800(20)	\$ 7,999(19)	-	-	\$ 3,288(16)	\$ 130,789
Dr. Christine Chansky Executive Director, Product Development	2008	\$ 129,229	-	-	\$ 3,576(21)	\$ -	-	\$ 9,563(22)	\$ 142,368
Roni Appel Former President, CEO, Secretary, CFO and	2008	\$ 130,000(23)	\$ -	14,615(23)	-	-	-	-	\$ 144,615
	2007	\$ 229,167(24)	\$ 250,000(25)	\$ 200,000(26)	\$ 251,269(27)	-	-	\$ 35,590(28)	\$ 966,026
	2006	\$ 243,042	\$ 20,000(29)	\$ 44,048(30)	\$ 131,229(31)	-	-	\$ 53,774(32)	\$ 492,093
J. Todd Derbin Former President and CEO	2008	-	-	-	-	-	-	-	-
	2007	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	2006	\$ 73,197(33)	-	\$ 3,833(34)	\$ 11,975(35)	-	-	\$ 4,043(36)	\$ 93,048

*Thomas Moore joined the Company on December 15, 2006 as CEO and Chairman therefore no compensation was earned in fiscal year 2006.

- In fiscal year 2007 his base annual compensation was \$250,000 and as of November 1, 2007 it was increased to \$350,000 based on the closing of the raise milestone per his employment agreement (the "agreement").
- There was no bonus provided in his agreement.
- Per his agreement he was also granted 2,400,000 options of the Company's common stock at a market price \$0.143/share (December 15, 2006) vesting monthly over a 24month period.
- Based on the Company's cost of his coverage for health care and the payment of interest earned on his loans to the Company.
- Per his employment agreement he also earned 750,000 shares of the Company's common stock valued at \$0.23 per share (closing market price on October 17, 2007) based on the closing of the raise milestone. The stock issued at \$0.095/share.
- Compensation earned in stock in lieu of cash. The calculation prorates the annual \$30,000 compensation on a monthly basis divided by the average monthly stock price with the minimum set at \$0.20/share. As of October 31, 2008 he earned 196,339 shares which unissued.
- Compensation paid in stock in lieu of cash. The calculation prorates \$30,000 on a monthly basis divided by the average monthly stock price with the minimum set at \$0.20/share. The value is based on the market price when the shares are issued.

8. Based on the vesting of options for three grants (810,000 granted) of the Company's common stock at a market price ranging from \$0.287/share to \$0.165/share vesting monthly over a 4 year period based on the grant date fair value price ranging from \$0.25 to \$0.10 (valued using Black Sholes model).
9. Based on the Company's cost of his coverage for health care and the 401K Company match.
10. Cash bonus earned in fiscal year 2005 paid in fiscal year 2006.
11. Compensation in stock in lieu of cash. Earned 80,000 shares of common stock in fiscal 2005 issued in fiscal 2006.
12. Based on the vesting of options for two grants (510,000 granted) of the Company's common stock at a market price ranging from \$0.287/share to \$0.165/share vesting monthly over a 4 year period based on the grant date fair value price ranging from \$0.25 to \$0.10 (valued using Black Sholes model).
13. Compensation paid in stock in lieu of cash. The calculation prorates \$20,000 on a monthly basis divided by the average monthly stock price with the minimum set at \$0.20/share. As of October 31, 2008 the employee earned 130,893 shares. These shares have not been issued the value is based on the market price when the shares were earned.
14. Based on the vesting of options for three grants (450,000 granted) of the Company's common stock at a market price ranging from \$0.26/share to \$0.16/share vesting monthly over a 4 year period based on the grant date fair value price ranging from \$0.25 to \$0.154 (valued using Black Sholes model).
15. Compensation paid in stock in lieu of cash. The calculation prorates the annual \$20,000 compensation on a monthly basis divided by the average monthly stock price with the minimum set at \$0.20/share. The value is based on the market price when the shares are issued.
16. Based on the Company's cost of the 401K Company match.
17. Based on the vesting of options for two grants (300,000 granted) of the Company's common stock at a market price ranging from \$0.26/share to \$0.16/share vesting monthly over a 4 year period based on the grant date fair value price ranging from \$0.25 to \$0.154 (valued using Black Sholes model).
18. Cash bonus earned in fiscal year 2006 paid in fiscal year 2007.
19. Based on the vesting of options for three grants (400,000 granted) of the Company's common stock at a market price ranging from \$0.287/share to \$0.16/share vesting monthly over a 4 year period based on the grant date fair value price ranging from \$0.23 to \$0.10 (valued using Black Sholes model).
20. Includes compensation in stock in lieu of cash. Earned 80,000 shares of common stock in fiscal 2005 issued in fiscal 2006.
21. Based on the vesting of options for one grant (300,000 granting the Company's common stock at a market price of \$0.09 share vesting monthly over a 4 year period at a fair value price of \$0.086 per share.
22. Healthcare expense
23. Settlement of LVEP Agreement cash and 153,846 shares of stock valued at \$14,615
24. Mr. Appel served as consultant (LVEP) in the capacity of Secretary and CFO in 2004 and 2005. He was appointed President and CEO on January 1, 2006. He resigned his position of President, CEO and Secretary on December 15, 2006 and resigned from his CFO position on September 7, 2006. Pursuant to the consulting agreement, dated as of January 19, 2005, and amended on April 15, 2005, October 31, 2005, and December 15, 2006, the consultant continues as a director and consultant to the Company and over the 24 month term of the agreement, as amended, is to devote 50% of his time to perform consulting services over the first 12 months of the consulting period and be paid at an annual rate of \$250,000 with benefits. He is to receive severance payments over an additional 12 months of \$10,416.67 per month and be reimbursed for family health care. Mr. Appel's compensation was paid through our consulting agreement with LVEP.
25. Represents a 2006 cash bonus of \$250,000 paid in calendar and fiscal year 2007 per his amended consulting agreement dated December 15, 2006.
26. Include the 1,000,000 shares of common stock awarded on December 15, 2006 and issued on January 3, 2007 per his amended consulting agreement dated December 15, 2006.
27. Based on the vesting, accelerated vesting (as per his amended agreement of December 15, 2006) and changes in the fair value of options for two grants: (i) 1,114,344 granted at \$0.287/share and (ii) 1,173,179 granted at \$0.217/share of the Company's common stock at the fair market value of \$0.1785/share and \$0.1834/share, respectively using Black Sholes model.
28. Other: reimbursements for payroll taxes, healthcare cost, workers compensation, 401K match and employment related cost.
29. Represents 2005 bonus of \$20,000 cash paid in 2006
30. Represents 2005 bonus in stock 238,528 shares paid in 2006 at \$.185/share.
31. Based on the vesting for two grants: (i) 1,114,344 granted at \$0.287/share and (ii) 1,173,179 granted at \$0.217/share of the Company's common stock at the fair market value of \$0.1790/share and \$0.1806/share, respectively using Black Sholes model.
32. Based on the Company's cost of his coverage for health care, payroll taxes and 401K Company match.
33. Mr. Derbin resigned as President and CEO on December 31, 2005 and as a Director September 7, 2006.
34. His 2005 bonus of \$3,850 was paid in 2006 by issuance of 17,422 shares of Company's Common Stock based on \$0.22 per share.
35. Based on the vesting of grants and its fair market value using the Black Sholes model. All vested options expired unused in 2007.
36. Health care insurance

Director Compensation Table 2006-2008

This table represents their compensation earned or paid to our directors during the twelve month period ended October 31, 2006, 2007 and 2008 to our current and former directors.

Name	Year	Fees Earned or Paid in Cash (\$)	Stock Awards (\$)	Option Awards (\$)	Non-Equity Incentive Plan Compensation (\$)	Nonqualified Deferred Compensation Earnings (\$)	All other Compensation (\$)	Total (\$)
Thomas A. Moore	2008	-	-	-	-	-	-	-
	2007	-	-	-	-	-	-	-
	2006	-	-	-	-	-	-	-
Roni A. Appel	2008	1,500(1)	240	-	-	-	-	1,740
	2007	-	-	-	-	-	-	-
	2006	-	-	-	-	-	-	-
Dr. James Patton	2008	8,250(1)	6,000(2)	-	-	-	-	14,250
	2007	-	-	-	-	-	-	-
	2006	-	-	-	-	-	-	-
Dr. Thomas McKearn	2008	7,500(1)	6,000(2)	11,424(3)	-	-	-	24,924
	2007	-	-	11,424(3)	-	-	-	11,424
	2006	-	-	9,143(3)	-	-	-	9,143
Martin R. Wade III*	2008	-	3,600(2)	11,424(3)	-	-	-	15,024
	2007	-	-	11,424(3)	-	-	-	11,424
	2006	-	-	6,971(3)	-	-	-	6,971
Richard Berman	2008	2,250(1)	27,247(4)	10,000(6)	-	-	-	39,497
	2007	-	8,640(5)	10,000(6)	-	-	-	18,640
	2006	-	11,680(5)	10,000(6)	-	-	-	21,680

*Resigned from the board in the second Fiscal quarter 2008.

1. Based on the board compensation plan subject to approval for shareholders paying \$2,000 per meeting in person and \$750 per telephonic meetings, each committee meeting is compensated at \$750.
2. Based on the board compensation plan subject to approval by shareholders paying 6,000 shares a quarter if the member attends at least 75% of the meetings annually.
3. Based on the vesting of 150,000 options of the Company's common stock granted on 3/29/2006 at a market price of \$0.261 share. Vests quarterly over a three year period at a fair value of \$0.1434 share value Black Scholes Model at grant date. In 2006 based on vesting of 150,000 options of the Company's common stock granted on 10/1/2003 at a market price of \$0.1952 share. Vests quarterly over a three year period at a fair value of \$0.14 per share (Black Scholes Model).
4. Includes a retroactive adjustment of shares based on the average monthly closing prices of the company stock for the \$2,000 monthly compensation verses the \$0.50 per share or 4,000 shares per month. The total shares issued to date in fiscal year 2008 was 245,844 and the total shares earned but not issued was 192,899.
5. Receives \$2,000 a month in shares of the Company's stock valued at \$0.50 share. The value of the stock based on 4,000 shares times the average monthly values.
6. Based on the vesting of 400,000 options of the Company's common stock granted at \$0.287 per share on 2/1/2005. The option vests quarterly over four years.

Option Grants In Recent Fiscal Years

The following table sets forth each grant of stock options during the twelve month period ended October 31, 2006, 2007 and 2008 to our current and former executive officers under the 2004 and 2005 stock option plans as well as the non 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

Name	Year	Number Of Securities Underlying Options Granted	Percent Of Total Options Granted To Employees In Fiscal Period	Exercise Price	Expiration Date	Potential Realizable Value At Assumed Annual Rates of Stock Price Appreciation For Option Term(\$)	
						5%	10%
Thomas Moore CEO Chairman	2008	-	-	-	-	-	-
	2007	2,400,000(1)	82%	0.143	12/15/2016	\$ 215,756	\$ 545,919
	2006	-	-	-	-	-	-
Dr. John Rothman Executive VP of Science and Operations	2008	-	-	-	-	-	-
	2007	300,000	10%	\$ 0.165	2/15/2017	\$ 31,119	\$ 78,738
	2006	150,000	7%	\$ 0.26	3/29/2016	\$ 24,528	\$ 62,167
Fred Cobb Vice President Finance	2008	-	-	-	-	-	-
	2007	150,000	5%	\$ 0.165	2/15/2017	\$ 15,559	\$ 39,369
	2006	150,000	7%	\$ 0.26	2/20/2016	\$ 19,811	\$ 50,212
	2006	150,000	7%	\$ 0.16	9/20/2016	\$ 15,094	\$ 38,257
Dr. Vafa Shahabi Director of Research & Development	2008	-	-	-	-	-	-
	2007	-	-	-	-	-	-
	2006	100,000	5%	\$ 0.24	7/1/2016	\$ 15,094	\$ 38,257
	2006	150,000	7%	\$ 0.16	9/20/2016	\$ 15,094	\$ 38,257
Dr. Christine Chansky Executive Director, Product Development	2008	300,000	100%	\$ 0.09	3/24/2008	\$ 16,983	\$ 43,038
	2007	-	-	-	-	-	-
	2006	-	-	-	-	-	-
Roni Appel * Secretary and Chief Executive Officer	2008	-	-	-	-	-	-
	2007	-	-	-	-	-	-
	2006	1,173,179(2)	53%	\$ 0.217	12/31/2015	\$ 160,113	\$ 405,809

(1) As of December 15, 2006, 2,400,000 options were granted per his employment agreement.

(2) As part of Mr. Appel's agreement all invested options vested immediately and are exercisable until the 10 year term expires.

(3) As of January 1, 2007, 1,356,237 options previously granted and vested expired unexercised.

* Resigned as CEO ON December 15, 2006

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

No options were exercised by a current or past executive officer in the 12 months ended October 31, 2006 and 2007 and 2008. The following table sets forth the value of unexercised options with respect to each of the named executive and former executive officers.

Name	Year	Shares Acquired On Exercise	Number Of Securities Underlying Unexercised Options At Fiscal Year-End (1)		Value Of Unexercised In-The-Money Options At Fiscal Year-End(\$)(2)	
			Exercisable	Unexercisable	Exercisable	Unexercisable
Thomas Moore CEO and Chairman	2008	0	2,200,000(3)	200,000	-	-
	2007	0	1,000,000(3)	57,000	\$ 1,400,000	\$ 79,800
	2006	0	-	-	-	-
Dr. John Rothman Executive VP of Science and Operations	2008	0	521,250	288,750	-	-
	2007	0	281,250	528,750	\$ -	\$ 10,500
	2006	0	135,000	375,000	\$ -	\$ -
Fred Cobb Vice President Finance	2008	0	225,000	225,000	-	\$ -
	2007	0	150,000	300,000	\$ 1,500	\$ 12,750
	2006	0	-	300,000	\$ -	\$ 6,000
	2005	0	-	-	-	-
Dr. Vafa Shahabi Director Research & Development	2008	0	262,500	137,500	-	\$ -
	2007	0	162,500	237,500	\$ 1,500	\$ 4,500
	2006	0	56,250	343,750	\$ -	\$ 6,000
Dr. Christine Chansky Executive Director, Product Development	2008	0	-	300,000	-	-
	2007	0	-	-	-	-
	2006	0	-	-	-	-
Roni Appel (4) Secretary, Chief Financial Officer, and Director	2008	0	2,379,090	-	-	-
	2007	0	2,379,090	-	-	-
	2006	0	997,045	1,382,045	\$ -	\$ -
J. Todd Derbin President, Chief Executive Officer, and Director	2008	0	-	-	\$ 0	\$ 0
	2007	0	-	-	\$ 0	\$ 0
	2006	0	1,356,236(5)	-	\$ 4,445	-

- (1) Certain of the options are immediately exercisable 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.
- (2) The price at end of fiscal year ending October 31, 2008 is based on the closing price of \$0.04 per share. The price at fiscal year ending. October 31, 2007 and 2006 is based on the closing price of \$0.20 per share for both dates.
- (3) As of December 15, 2006 he was granted 2,400,000 options at a strike price of \$0.143 vesting monthly over a 24 month period per his hiring agreement.
- (4) As of December 15, 2006 all Mr. Appel's options become fully vested and are exercisable until the end of the contract.
- (5) As of January 1, 2007 all these options were unexercised and forfeited.

Board of Directors Compensation

With the exception of Mr. Berman who receives \$2,000 a month in shares of Common Stock at a set price of \$0.50 per share (4,000 shares), none of our directors so far has received any compensation for his services as a director other than stock options and reimbursement of expenses. Each director is granted options upon joining the board and as the Compensation Committee so directs.

The compensation plan for all other non-employee directors is a combination of cash compensation per board meeting of \$2,000 per meeting attended in person and \$750 for each telephonic meeting and stock. Each non-employee director who attends a least 75% of the meetings on an annual basis will be issued 20,000 shares of the Company stock annually in Fiscal Year 2008 and retrospectively for Fiscal Year 2007. All committee meetings are to be compensated at \$2,000 per meeting attended in person held on days other than Board meeting days and all telephonic meetings are also set at \$750 per meeting. This plan is contingent upon Shareholder Approval at the company's next Annual Meeting.

2004 Stock Option Plan

In November 2004, our board of directors adopted and stockholders approved the 2004 Stock Option Plan (“2004 Plan”). The 2004 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, in addition to employees, to non-employee directors, and consultants.

The 2004 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 to the extent vested at termination, 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 2004 Plan within ten years from the effective date of the 2004 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 2004 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 2004 Plan.

2005 Stock Option Plan

In June 2006, our board of directors adopted and stockholders approved on June 6, 2006, the 2005 Stock Option Plan (“2005 Plan”).

The 2005 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 2005 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 to by the board or the administrator of the 2005 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 2005 Plan within ten years from the effective date of the 2005 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 2005 Plan cannot exercise these options more than ten years from the date of grant. Options granted under the 2005 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 2005 Plan.

Employment Agreements

Thomas A. Moore. On August 21, 2007, the Company and Mr. Moore executed an employment agreement memorializing their oral agreement on December 15, 2006. It provides for him to receive an annual salary of \$250,000 which increased to \$350,000 upon the sale by the Company in October 2007 of its securities for gross proceeds of at least \$4,000,000 (the gross proceeds were \$9,689,000) which pursuant to the terms of the agreement will entitle him to receive in event of termination of his employment by the Company severance equal to a year's salary at the then compensation level. If the Company effects sales of securities during his term for 10,000,000 (including the foregoing sale) the agreement provides that he is to be granted an additional 750,000 shares of our common stock. On December 15, 2006, the commencement date of his employment, he was granted a five-year option to purchase 2,400,000 shares of our common stock at a price of \$0.143 per share (market close 12/15/2006) which vest in equal monthly installments over a 24 month period ending December 2008. The agreement also provides for an award to him of 2,400,000 shares of common stock if during his term the "market price" as defined of our common stock is at least \$0.40 per share for 40 consecutive days. The agreement also provides for the grant of the options in the agreement and 100% vesting of all his options upon a sale or change of control of the Company while he is employed.

Vafa Shahabi, Ph.D. Dr. Shahabi 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 \$115,000 per annum with a potential bonus of \$20,000.

Dr. John Rothman. The Company entered into an employment agreement with Dr. Rothman, Ph.D. to become Vice President of Clinical Development effective March 7, 2005 for an initial term of one year and terminable thereafter upon 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.

Fredrick D. Cobb. The Company entered into an employment agreement with Fred Cobb to become Vice President of Finance effective February 20, 2006 terminable on 30 days notice. His compensation is \$140,000 per annum. Upon meeting incentives to be set by the Company, he will receive a bonus of up to \$28,000.

Christine Chansky, MD, JD. The Company entered into an employment agreement with Christine Chansky to become Executive Director, Product Development effective March 24, 2008. Her compensation of \$210,000 per annum, with a bonus of up to 30%, awarded on or about March 1 of the following calendar year with 300,000 options granted of Advaxis stock priced at \$.09 per share. These options vest over four years, 75,000 on the first anniversary of her employment, and quarterly over the next three years, consistent with the Company 2005 Stock Option Plan.

Roni Appel. Mr. Appel served as our Chief Executive Officer and Chief Financial Officer (until September 7, 2006) pursuant to the terms of the Consulting Agreement between us and LVEP Management LLC described under "Certain Relationships and Related Party Transactions."

J. Todd Derbin. Pursuant to his agreement dated December 31, 2005 to resign as our President and Chief Executive Officer, Mr. Derbin served following his resignation on December 31, 2005 as a consultant to the Company for a fee of \$6,250 per month for 6 months ending June 30, 2006. Mr. Derbin continued to serve as Chairman and a member of the Board of directors of the Company until his resignation on September 7, 2006.

Item 11: Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

PRINCIPAL STOCKHOLDERS

The following table sets forth certain information with respect to the beneficial ownership, as of October 31, 2008 of,

- 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 and each person who owns less than 5% but is significant nonetheless;
- each of our directors;
- our chief executive officer and each of our executive officers; and
- all of our directors and executive officers as a group.

As used in the table below and elsewhere in this the term *beneficial ownership* with respect to a security consists of sole or shared voting power, including the power to or direct the vote and/or sole or shared investment power, including the power to dispose or direct the vote 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 October 31, 2008. Except as otherwise indicated, the stockholders listed in the table have sole voting and investment powers with respect to the shares indicated.

This table is based upon information supplied by our directors, officers, and principal stockholders and Schedule 13Gs filed with the SEC. Unless otherwise indicated in the footnotes to this table, and subject to community property laws where applicable, we believe each of the stockholders named in this table has sole voting and investment power with respect to the shares indicated as beneficially owned. Applicable percentages are based on 109,319,520 shares of common stock outstanding as of October 31, 2008, adjusted as required by the rules promulgated by the SEC. Unless otherwise indicated, the address for each of the individuals and entities listed in this table is the technology Centre of NJ, 675 Route One, Suite B113, North Brunswick, NJ 08902.

Name and Address of Beneficial Owner	Number of Shares of Registrant Common Stock Beneficially Owned as of October 31, 2008	Percentage of Class Beneficially Owned*
Thomas A. Moore(1)	5,825,700(3)	5.2
J. Todd Derbin(1)	1,134,563(4)	1.0
Roni Appel(1)(2)	6,515,224(5)	5.8
Richard Berman(1)	905,743(6)	0.8
Dr. James Patton(1)	3,273,812(7)	3.0
Dr. Thomas McKearn(1)	650,925(8)	0.6
Martin R. Wade III(1)	115,500(9)	0.1
Dr. John Rothman(2)	1,043,989(10)	1.0
Fredrick Cobb(2)	474,354(11)	0.4
Estate of Scott Flamm(1)	3,202,765(12)	2.9
The Trustees of the University of Pennsylvania Center for Technology Transfer, University of Pennsylvania 3160 Chestnut Street, Suite 200 Philadelphia, PA 19104-6283	6,339,282(13)	5.8
Centrecourt Asset Management 350 Madison Avenue New York, NY 10017	10,045,082(14)	9.2
Platinum Long Term Growth VII. 152 West 57th Street, 54th Floor New York, NY 10019	6,689,248(15)	5.91
Casterigg Master Investments, Ltd. Sandell Asset Management Corp. 40 W. 57 th Street 26 th Floor New York, NY 10019	6,655,801(16)	9.99
All Directors and Officers as a Group (8 people)	18,801,246(17)	16.9

* Based on 109,319,520 shares of common stock outstanding as of October 31, 2008.

- (1) Director, except for Mr. Derbin who served as a Director until his resignation on September 6, 2006 and Mr. Flamm served as a Director until his death in January 2006
- (2) Mr. Appel ceased to be an officer on December 15, 2006
- (3) Represents 3,425,700 shares, and 2,400,000 options exercisable within 60 days of October 31, 2008. Mr. Moore but does not reflect 2,100,000 warrants issue and 475,000 earned but not issued because such warrants are not exercisable within 60 days due to the ownership in 4.99% restriction under the current circumstances, exercisable within the 60 Day Period.
- (4) Reflects 469,982 shares, and 664,581 warrants to purchase shares. Mr. Derbin resigned from the board effective September 6, 2006.
- (5) Represents 4,130,134 shares, and 2,379,090 options owned by Mr. Appel and 6,000 shares earned but not issued (Includes 91,567 transferred from Carmel.) but does not reflect 900,579 warrants because such warrants are not exercisable within 60 days due to the ownership in 4.99% restriction under the current circumstances, exercisable within the 60 Day Period. (The 900,579 warrants includes 768,970 warrants transferred from Carmel.) Per the Third Amended LVEP Consulting agreement dated December 15, 2006 Mr. Appel was issued 1,000,000 shares and all his previously granted options unvested became fully vested and exercisable for the remainder of their term.
- (6) Reflects 337,844 shares issued, 192,899 shares earned not issued and 375,000 options exercisable within 60 days of October 31, 2008.
- (7) Reflects 2,820,576 shares, and 73,253 options exercisable within 60 days of October 31, 2008, and 331,983 warrants and 48,000 shares earned but not issued.
- (8) Reflects 179,290 shares, 220,263 options exercisable within 60 days of October 31, 2008 and 203,372 warrants and 48,000 shares earned but not issued.
- (9) Reflects options exercisable within 60 days of October 31, 2008 and 24,000 shares earned but not issued. He resigned in February 2008.
- (10) Reflects 275,775 shares issued, 196,339 shares earned but not issued and 571,875 options exercisable within 60 days of October 31, 2008.
- (11) Reflects 90,336 shares issued, 130,893 shares earned but not issued and 253,125 options exercisable within 60 days of October 31, 2008.
- (12) Reflects 125,772 shares, 91,567 options and 282,729 warrants owned by the estate and 2,621,325 shares beneficially owned by Flamm Family Partners LP, of which the estate is a partner and reflects 81,372 warrants. It excludes 98,664 shares and 197,329 warrants owned by an immediate family member.
- (13) Shares only
- (14) Reflects an aggregate of 10,045,082 shares owned by CAMOFI Master COC and CAMHZN Master LDC, but does not include 15,816,666 warrants. Centrecourt Asset Management, LLC is the investment manager of such purchaser. All warrants provide they may not be exercised if following the exercise, the holder will be deemed to be the beneficial owner of more than 9.99% of our outstanding shares of common stock. Based on information set forth in a Schedule 13G filed with the SEC on October 17, 2007 by Richard Smithline reporting sole power to vote or direct the vote over 25,839,769 shares and the sole power to dispose or to direct the disposition of 25,839,769 shares (comprised of 8,023,103 shares of Common Stock and 12,653,332 shares of Common Stock underlying Warrants held by CAMOFI, of which Mr. Smithline is a director and 2,000,000 shares of Common Stock and 3,163,334 shares of Common Stock underlying Warrants held by CAMHZN Master LDC, of which Mr. Smithline is a director). Centrecourt: 25,839,769 shares (comprised of 8,023,103 shares of Common Stock and 12,653,332 shares of Common Stock underlying Warrants held by CAMOFI, of which Centrecourt is the investment manager and 2,000,000 shares of Common Stock and 3,163,334 shares of Common Stock underlying Warrants held by CAMHZN Master LDC, of which Centrecourt is the investment manager). CAMOFI Master LDC has the sole power to vote of direct the vote over 20,676,435 shares (comprised of 8,023,103 shares of Common Stock and 12,653,332 shares of Common Stock underlying Warrants). Percent of Class: Mr. Smithline, Centrecourt and CAMOFI are 9.99%, 9.99% and 9.99%, respectively. Pursuant to the terms of the Warrant Agreements, Advaxis, Inc. has agreed that the number of shares of Common Stock that may be acquired by the holder of any Warrants upon any conversion thereof (or otherwise in respect thereof) shall be limited to the extent necessary to insure that, following such conversion (or other issuance), the total number of shares of Common Stock then beneficially owned by such a holder does not exceed 9.99% of the total number issued and outstanding shares of Common Stock. If not for the 9.99% restriction described above, the ownership percentages held by each Mr. Smithline, Centrecourt and CAMOFI would be 21.3%, 21.3% and 17.5%, respectively.
- (15) Reflects 6,689,248 shares and but excludes 5,000,000 warrants. All warrants provide they may not be exercised if following the exercise, the holder will be deemed to be the beneficial owner of more than 4.99% of our outstanding shares of common stock.

- (16) Reflects 6,655,801 shares but excludes 4,975,000 warrants. All warrants provide they may not be exercised if following the exercise, the holder will be deemed to be the beneficial owner of more than 4.99% of our outstanding shares of common stock. Based on information set forth in a Schedule 13G filed with the SEC on October 12, 2007 by Casterigg Master Investments Ltd. reporting sole power to vote or direct the vote over 6,666,667 shares and the sole power to dispose or to direct the disposition of 6,666,667 shares or 6.18% of class. As of the date of this filing, each of Castlerigg Master Investments Ltd., Sandell Asset Management Corp., Castlerigg International Limited, Castlerigg International Holdings Limited and Thomas E. Sandell may be deemed the beneficial owner of the 6,666,667 shares of Common Stock held by Castlerigg Master Investments Ltd. In addition to the 6,666,667 shares of Common Stock beneficially owned by Castlerigg Master Investments Ltd., Casterigg Master Investments Ltd. Holds warrants to purchase 5,000,000 shares of Common Stock of the Company. However, pursuant to the terms of the warrants, Castlerigg Master Investments cannot exercise any of these warrants until such time as Castlerigg Master Investments Ltd. Would not beneficially own, after any exercise, more than 4.99% of the outstanding Common Stock (the "Blocker").
- (17) Includes an aggregate of 6,360,106 options, 535,354 warrants and 646,136 shares.

Item 12: Certain Relationships and Related Transactions, and Director Independence.

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.

The Company 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 served as Chief Executive Officer, Chief Financial Officer and Secretary of the Company and was compensated by consulting fees paid to LVEP. LVEP is owned by the estate of Scott Flamm (deceased January 2006) previously, one of our directors and a principal shareholder. Pursuant to an amendment dated December 15, 2006 ("effective date") Mr. Appel resigned as President and Chief Executive Officer and Secretary of the Company on the effective date, but remains as a board member and consultant to the company. The term of the agreement as amended is 24 months from effective date. Mr. Appel will devote 50% of his time over the first 12 months of the consulting period. Also as a consultant, he will be paid at a rate of \$22,500 per month in addition to benefits as provided to other company officers. He will receive severance payments over an additional 12 months at a rate of \$10,416.67 per month and shall be reimbursed for family health care. All his stock options became fully vested on the effective date and are exercisable over the option term. Also, Mr. Appel was issued 1,000,000 shares of our common stock. He received a \$250,000 bonus \$100,000 paid on January 3, 2007 and the remainder paid in October 2007. The Company and LVEP agreed to a one time payment of \$130,000 and \$14,615.37 in company stock (153,846 shares) in settlement of the final two months compensation and the 12 months severance.

J. Todd Derbin has served as Chairman and a director since January 1, 2006. Prior thereto he served as President and Chief Executive Officer from December 20, 2004 to January 1, 2006. On October 31, 2005 we entered into a Termination of Employment Agreement effective December 31, 2005 pursuant to which Mr. Derbin's employment by the Company ended on December 31, 2005. Pursuant to such agreement Mr. Derbin's salary was paid until the end of 2005 at the rate of \$225,000 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 served as a consultant to the Company for a fee of \$6,250 per month for 6 months ending June 30, 2006. Mr. Derbin ceased serving as Chairman and Member of the Board of Directors on September 1, 2006.

On August 24, 2007, we issued and sold an aggregate of \$600,000 principal amount promissory notes bearing interest at a rate of 12% per annum and warrants to purchase an aggregate of 150,000 shares of our common stock to three investors including Thomas Moore, our Chief Executive Officer. Mr. Moore invested \$400,000 and received warrants for the purchase of 100,000 shares of Common Stock. The promissory note and accrued but unpaid interest thereon were convertible at the option of the holder into shares of our common stock upon the closing by the Company of a sale of its equity securities aggregating \$3,000,000 or more in gross proceeds to the Company at a conversion rate which shall be the greater of a price at which such equity securities were sold or the price per share of the last reported trade of our common stock on the market on which the common stock is then listed, as quoted by Bloomberg LP. At any time prior to conversion, we had the right to prepay the promissory notes and accrued but unpaid interest thereon. Mr. Moore converted his \$400,000 bridge investment into 2,665,667 shares of common stock and 2,000,000 \$0.20 warrants based on the terms of the private placement. He was paid \$7,101.37 interest in cash.

On September 22, 2008 Mr. Moore entered into a senior promissory note agreement and as of October 31, 2008 the outstanding balance was \$475,000. He earned \$3,873 in interest and 475,000 warrants to be priced at the amount of the next financing. As of December 12, 2008 the Board approved an amendment to the repayment terms of his Agreement and as compensation for moving the repayment term from February 15, 2009 to June 15, 2009 the company repaid \$50,000 on December 15, 2008.

On October 17, 2007, we effected a private placement to accredited investors for approximately 49,228,334 shares of common stock and warrants to purchase 36,921,250 additional shares. Concurrent with the closing of the private placement, we sold for \$1,996,667 to CAMOFI Master LDC and CAMHZN Master LDC an aggregate of (i) 10,000,000 shares of Common Stock, (ii) 10,000,000 \$0.20 Warrants, and (iii) 5-year warrants to purchase an additional 3,333,333 shares of Common Stock at a purchase price of \$0.001/share. Both warrants provide that they may not be exercised if, following the exercise, the holder will be deemed to be the beneficial owner of more than 9.99% of Registrant's outstanding shares of Common Stock.

Pursuant to an advisory agreement dated August 1, 2007 with Centrecourt, Centrecourt provided various strategic advisory services to the Company in consideration thereof. The Company paid Centrecourt \$328,000 in cash and issued 2,483,333 \$0.20 Warrants to Centrecourt, which Centrecourt assigned to the two affiliates.

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.

Director Independence

In accordance with the disclosure requirements of the Securities and Exchange Commission, and since the Over-The-Counter Bulletin Board (OTC:BB) does not have its own rules for director independence, the Company has adopted the director independence definitions as proposed by Section 121 B(2)(a) of the AMEX Company Guide. Although we are not presently listed on any national securities exchange, each of our directors, other than Mr. Thomas A. Moore and Roni Appel, is independent in accordance with the definition set forth in the AMEX Company Guide. Mr. Moore was an independent director of the Company during the fiscal year ended October 31, 2006 and continued to be an independent director until he became Chief Executive Officer on December 15, 2006. Mr. Appel was not independent until December 16, 2007 the end of his consulting agreement with the Company. Each current member of the Audit Committee and Compensation Committee was an independent director under the AMEX standards. The Board considered the information included in transactions with related parties as outlined above along with other information the Board of Directors considered relevant, when considering the independence of each director.

Item 13: Exhibits

List of Exhibits

See Index of Exhibits below. The Exhibits are filed with or incorporated by reference in this report.

EXHIBIT NUMBER	DESCRIPTION OF EXHIBIT
Exhibit 2.1	Agreement Plan and Merger of Advaxis, Inc. (a Colorado corporation) and Advaxis, Inc. (a Delaware corporation). Incorporated by reference to Annex B to DEF 14A Proxy Statement filed with the SEC on May 15, 2006.
Exhibit 3.1(i)	Amended and Restated Articles of Incorporation. Incorporated by reference to Annex C to DEF 14A Proxy Statement filed with the SEC on May 15, 2006.
Exhibit 3.1(ii)	Amended and Restated Bylaws. Incorporated by reference to Exhibit 10.4 to Quarterly Report Form 10-QSB filed with the SEC on December 15, 2006.
Exhibit 4.1	Form of common stock certificate. Incorporated by reference to Exhibit 4.1 to Current Report on Form 8-K filed with the SEC on October 23, 2007.
Exhibit 4.2	Form of warrant to purchase shares of Registrant's common stock at the price of \$0.20 per share (the "\$0.20 Warrant"). Incorporated by reference to Exhibit 4.2 to Current Report on Form 8-K filed with the SEC on October 23, 2007.
Exhibit 4.3	Form of warrant to purchase shares of Registrant's common stock at the price of \$0.001 per share (the "\$0.001 Warrant"). Incorporated by reference to Exhibit 4.3 to Current Report on Form 8-K filed with the SEC on October 23, 2007.
Exhibit 4.4	Form of warrant issued in the August 2007 financing. Incorporated by reference to Exhibit 10.1 to Current Report on Form 8-K filed with the SEC on August 27, 2007.
Exhibit 4.5	Form of note issued in the August 2007 financing. Incorporated by reference to Exhibit 10.2 to Current Report on Form 8-K filed with the SEC on August 27, 2007.
Exhibit 10.1	Securities Purchase Agreement between Registrant and the purchasers in the private placement (the "SPA"), dated as of October 17, 2007, and Disclosure Schedules thereto. Incorporated by reference to Exhibit 10.1 to Current Report on Form 8-K filed with the SEC on October 23, 2007.
Exhibit 10.2	Securities Purchase Agreement dated February 2, 2006 between Company and Cornell Capital Partners, LP. Incorporated by reference to Exhibit 10.09 to Report on Form 8K filed with the SEC on February 8, 2006.
Exhibit 10.3	Registration Rights Agreement between Registrant and the parties to the SPA, dated as of October 17, 2007. Incorporated by reference to Exhibit 10.2 to Current Report on Form 8-K filed with the SEC on October 23, 2007.
Exhibit 10.4	Placement Agency Agreement between Registrant and Carter Securities, LLC, dated as of October 17, 2007. Incorporated by reference to Exhibit 10.3 to Current Report on Form 8-K filed with the SEC on October 23, 2007.
Exhibit 10.5	Engagement Letter between Registrant and Carter Securities, LLC, dated August 15, 2007. Incorporated by reference to Exhibit 10.3(a) to Current Report on Form 8-K filed with the SEC on October 23, 2007.
Exhibit 10.6	Agreement between Registrant and YA Global Investments, L.P. f/k/a Cornell Capital Partners, L.P., dated August 23, 2007. Incorporated by reference to Exhibit 10.4 to Current Report on Form 8-K filed with the SEC on October 23, 2007.
Exhibit 10.7	Memorandum of Agreement between Registrant and CAMHZN Master LDC and CAMOFI Master LDC, purchasers of the Units consisting of Common Stock, \$0.20 Warrants, and \$0.001 Warrants, dated October 17, 2007. Incorporated by reference to Exhibit 10.5 to Current Report on Form 8-K filed with the SEC on October 23, 2007.
Exhibit 10.8	Advisory Agreement between Registrant and Centrecourt Asset Management LLC, dated August 1, 2007. Incorporated by reference to Exhibit 10.6 to Current Report on Form 8-K filed with the SEC on October 23, 2007.
Exhibit 10.9	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 Current Report on Form 8K filed with the SEC on November 18, 2004.
Exhibit 10.10	Security Agreement dated February 2, 2006 between Company and Cornell Capital Partners, L.P. Incorporated by reference to Exhibit 10.06 to Current Report on Form 8-K filed with the SEC on February 8, 2006.
Exhibit 10.11	Investor Registration Rights Agreement dated February 2, 2006 between Company and Cornell Capital Partners, LP. Incorporated by reference to Exhibit 10.05 to Current Report on Form 8-K filed with the SEC on February 8, 2006.
Exhibit 10.15	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 10.16	2005 Stock Option Plan of the Company. Incorporated by reference to Annex A to DEF 14A Proxy Statement filed with the SEC on May 15, 2006.
Exhibit 10.17	License Agreement, between University of Pennsylvania and the Company dated as of June 17, 2002, as Amended and Restated on February 13, 2007. Incorporated by reference to Exhibit 10.11 to Report on From 10-QSB filed with the SEC on February 13, 2007.

Exhibit 10.18	Sponsored Research Agreement dated November 1, 2006 by and between University of Pennsylvania (Dr. Paterson Principal Investigator) and the Company. Incorporated by reference to Exhibit 10.44 to Quarterly Report on 10-QSB filed with the SEC on February 13, 2007.
Exhibit 10.19	Non-Exclusive License and Bailment, dated as of March 17, 2004, between The Regents of the University of California and Advaxis, Inc. Incorporated by reference to Exhibit 10.8 to Post-Effective Amendment filed on January 5, 2006 to Registration Statement on Form SB-2 (File No. 333-122504).
Exhibit 10.20	Consultancy Agreement, dated as of January 19, 2005, by and between LVEP Management, LLC. and the Company. Incorporated by reference to Exhibit 10.9 to Post-Effective Amendment filed on January 5, 2006 to Registration Statement on Form SB-2 (File No. 333-122504).
Exhibit 10.21(a)	Amendment to Consultancy Agreement, dated as of April 4, 2005, between LVEP Management LLC and the Company. Incorporated by reference to Exhibit 10.27 to Post-Effective Amendment filed on January 5, 2006 to Registration Statement on Form SB-2 (File No. 333-122504).
Exhibit 10.21(b)	Second Amendment dated October, 31, 2005 to Consultancy Agreement between LVEP Management LLC and the Company. Incorporated by reference to Exhibit 10.2 to Current Report on Form 8-K filed with the SEC on November 9, 2005.
Exhibit 10.21(c)	Third Amendment dated December 15, 2006 to Consultancy Agreement between LVEP Management LLC and the Company. Incorporated by reference to Exhibit 9.01 to Current Report on Form 8-K filed with the SEC on December 15, 2006.
Exhibit 10.23(i)	Consultancy Agreement, dated as of January 22, 2005, by and between Dr. Yvonne Paterson and Advaxis, Inc. Incorporated by reference to Exhibit 10.12 to Post-Effective Amendment filed on January 5, 2006 to Registration Statement on Form SB-2 (File No. 333-122504).
Exhibit 10.24	Consultancy Agreement, dated as of March 15, 2003, by and between Dr. Joy A. Cavagnaro and Advaxis, Inc. Incorporated by reference to Exhibit 10.13 to Post-Effective Amendment filed on January 5, 2006 to Registration Statement on Form SB-2 (File No. 333-122504).
Exhibit 10.26	Consulting Agreement, dated as of July 2, 2004, by and between Sentinel Consulting Corporation and Advaxis, Inc. Incorporated by reference to Exhibit 10.15 to Post-Effective Amendment filed on January 5, 2006 to Registration Statement on Form SB-2 (File No. 333-122504).
Exhibit 10.27	Agreement, dated July 7, 2003, by and between Cobra Biomanufacturing PLC and Advaxis, Inc. Incorporated by reference to Exhibit 10.16 to the amendment filed on June 9, 2005 to Registration Statement on Form SB-2 (File No. 333-122504).
Exhibit 10.28	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 Current Report on Form 8-K filed with the SEC on January 18, 2005.
Exhibit 10.28(i)	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 Current Report on Form 8-K filed with the SEC on January 18, 2005.
Exhibit 10.28(ii)	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 Current Report on Form 8-K filed with the SEC on January 18, 2005.
Exhibit 10.29	Consultancy Agreement, dated as of January 15, 2005, by and between Dr. David Filer and the Company. Incorporated by reference to Exhibit 10.20 to Post-Effective Amendment filed on January 5, 2006 to Registration Statement on Form SB-2 (File No. 333-122504).
Exhibit 10.30	Consultancy Agreement, dated as of January 15, 2005, by and between Pharm-Olam International Ltd. and the Company. Incorporated by reference to Exhibit 10.21 to Post-Effective Amendment filed on January 5, 2006 to Registration Statement on Form SB-2 (File No. 333-122504).
Exhibit 10.32	Letter Agreement, dated February 10, 2005, by and between Richard Berman and the Company. Incorporated by reference to Exhibit 10.23 to Post-Effective Amendment filed on January 5, 2006 to Registration Statement on Form SB-2 (File No. 333-122504).
Exhibit 10.33	Employment Agreement, dated February 8, 2005, by and between Vafa Shahabi and the Company. Incorporated by reference to Exhibit 10.24 to Post-Effective Amendment filed on January 5, 2006 to Registration Statement on Form SB-2 (File No. 333-122504).
Exhibit 10.34	Employment Agreement, dated March 1, 2005, by and between John Rothman and the Company. Incorporated by reference to Exhibit 10.25 to Post-Effective Amendment filed on January 5, 2006 to Registration Statement on Form SB-2 (File No. 333-122504).
Exhibit 10.35	Clinical Research Services Agreement, dated April 6, 2005, between Pharm-Olam International Ltd. and the Company. Incorporated by reference to Exhibit 10.26 to the amendment filed on June 9, 2005 to Registration Statement on Form SB-2 (File No. 333-122504).
Exhibit 10.36	Royalty Agreement, dated as of May 11, 2003, by and between Cobra Bio-Manufacturing PLC and the Company. Incorporated by reference to Exhibit 10.28 to Post-Effective Amendment filed on January 5, 2006 to Registration Statement on Form SB-2 (File No. 333-122504).
Exhibit 10.37	Letter Agreement between the Company and Investors Relations Group Inc., dated September 27, 2005. Incorporated by reference to Exhibit 10.31 to Post-Effective Amendment filed on January 5, 2006 to Registration Statement on Form SB-2 (File No. 333-122504).

Exhibit 10.38	Consultancy Agreement between the Company and Freemind Group LLC, dated October 17, 2005. Incorporated by reference to Exhibit 10.32 to Post-Effective Amendment filed on January 5, 2006 to Registration Statement on Form SB-2 (File No. 333-122504).
Exhibit 10.39	Employment Agreement dated August 21, 2007 between the Company and Thomas A. Moore. Incorporated by reference to Exhibit 10.3 to Current Report on Form 8-K filed with the SEC on August 27, 2007.
Exhibit 10.40	Employment Agreement dated February 9, 2006 between the Company and Frederick D. Cobb. Filed on March 9, 2006 with the initial filing of the Registration Statement on Form SB-2 (File No. 333-132298)
Exhibit 10.41	Resignation Agreement between J. Todd Derbin and the Company dated October 31, 2005. Incorporated by reference to Exhibit 10.1 report to Form 8-K filed with the SEC on November 9, 2005.
Exhibit 10.42	Consulting Agreement dated June 1, 2006 between the Company and Biologics Consulting Group Inc. Incorporated by reference to Exhibit 10.40 to Quarterly Report on Form 10-QSB filed with the SEC on February 13, 2007.
Exhibit 10.42(i)	Consulting Agreement dated June 1, 2006 between the Company and Biologics Consulting Group Inc. Amended on June 1, 2007. Incorporated by reference to Exhibit 10.42(i) to Annual Report on Form 10-KSB filed with the SEC on January 16, 2008.
Exhibit 10.44	Master Contract Service Agreement between the Company and MediVector, Inc. dated May 20, 2007. Incorporated by reference to Exhibit 10.44 to Annual Report on Form 10-KSB filed with the SEC on January 16, 2008.
Exhibit 10.45	Letter Agreement, dated November 28, 2007, between Crystal Research Associates, LLC and the Company. Incorporated by reference to Exhibit 10.45 to Annual Report on Form 10-KSB filed with the SEC on January 16, 2008.
Exhibit 10.46	Service Schedule, dated September 21, 2007, to the Strategic Collaboration and Long Term Vaccine Supply Agreement, dated October 31, 2005, between the Company and Cobra Biomanufacturing Plc. Incorporated by reference to Exhibit 10.46 to Annual Report on Form 10-KSB filed with the SEC on January 16, 2008.
Exhibit 10.47	Service Schedule, dated May 22, 2007, to the Strategic Collaboration and Long Term Vaccine Supply Agreement, dated October 31, 2005, between the Company and Cobra Biomanufacturing Plc. Incorporated by reference to Exhibit 10.47 to Annual Report on Form 10-KSB filed with the SEC on January 16, 2008.
Exhibit 10.48	Consulting Agreement, dated May 1, 2007 between the Company and Bridge Ventures, Inc. Incorporated by reference to Exhibit 10.48 to Annual Report on Form 10-KSB filed with the SEC on January 16, 2008.
Exhibit 10.49	Consulting Agreement, dated August 1, 2007 between the Company and Dr. Filer. Incorporated by reference to Exhibit 10.49 to Annual Report on Form 10-KSB filed with the SEC on January 16, 2008.
Exhibit 10.50**	Employment Agreement dated February 29, 2008 between the Company and Christine Chansky.
Exhibit 10.51	Note Purchase Agreement, dated September 22, 2008 by and between Thomas A. Moore and Advaxis, Inc. Incorporated by reference to Form 8K filed on September 30, 2008.
Exhibit 10.52	Note Purchase Agreement, dated September 22, 2008 by and between Thomas A. Moore and Advaxis, Inc. amended on December 15, 2008. Incorporated by reference to Form 8K filed on December 19, 2008.
Exhibit 10.53**	Note Purchase Agreement dated November 10, 2003 by and between Biotechnology Greenhouse Corporation and Advaxis, Inc.
Exhibit 10.54**	Note Purchase Agreement dated December 17, 2003 by and between Biotechnology Greenhouse Corporation and Advaxis, Inc.
Exhibit 10.55**	Lease Extension Agreement dated June 1, 2008 by and between New Jersey Economic Development Company and Advaxis, Inc. on June 1, 2008
Exhibit 10.56**	Agreement dated October 31, 2007 by and between Cobra Biomanufacturing Plc and Advaxis, Inc.
Exhibit 10.57**	Technical/Quality Agreement Agreement dated April 17, 2008 and the Project Agreement 1 dated May 6, 2008 by and between Vibalogsics GmbH and Advaxis, Inc.
Exhibit 10.58**	Master Service Agreement dated April 7, 2008 by and between Vibalogsics GmbH and Advaxis, Inc.
Exhibit 10.59**	Consultancy Agreement, dated as of December 8, 2008, by and between The Sage Group and Advaxis, Inc.
Exhibit 10.60**	Service Agreement dated January 1, 2009 by and between AlphaStaff and Advaxis, Inc.
Exhibit 10.61**	Letter of Intent dated November 20, 2008 by and between Numoda and Advaxis, Inc.
Exhibit 10.62**	Consulting Agreement dated December 1, 2008 by and between Conrad Mir and Advaxis, Inc.
Exhibit 14.1	Code of Ethics. Incorporated by reference to Exhibit 14.1 to Current Report on Form 8-K filed with the SEC on November 18, 2004.
Exhibit 23.1**	Consent of McGladrey & Pullen, LLP.
Exhibit 24.1	Power of Attorney (Included on the signature page)
Exhibit 31.1**	Rule 13a-14(a)/15d-14(a) Certification by the Chief Executive Officer (filed herewith).
Exhibit 31.2**	Rule 13a-14(a)/15d-14(a) Certification by the Principal Financial Officer (filed herewith).
Exhibit 32.1**	Certification by the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (filed herewith).
Exhibit 32.2**	Certification by the Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (filed herewith).

** Filed herewith

Item 14: Principal Accountant Fees and Services

McGladrey & Pullen, LLP ("M&P") have billed and anticipate billing the Company as follows for the year ended October 31, 2008. As we have previously disclosed, a majority of the partners of Goldstein Golub Kessler LLP ("GGK") became partners of M&P. As a result, GGK resigned as auditors of the Company effective November 28, 2007 and M&P were appointed as auditors for the Company's annual financial statements for the year ended October 31, 2007.

M&P has a continuing relationship with RSM McGladrey Inc. ("RSM"), from which it leased auditing staff who were full time, permanent employees of RSM and through which its partners provided non-audit services. M&P manages and supervises the audit and audit staff, and is exclusively responsible for the opinion rendered in connection with its examination.

The following table sets forth the fees billed by our independent accountants for each of our last two fiscal years for the categories of services indicated.

	Fiscal Year 2008	Fiscal Year 2007
Audit Fees-McGladrey and Pullen LLP	\$ 87,704	\$ 35,000
Audit Fees-Goldstein Golub Kessler LLP	\$ -	\$ 22,653
Audit Related Fees-McGladrey and Pullen LLP	\$ 10,000	
Audit-Related Fees- Goldstein Golub Kessler LLP	-	\$ 7,300
Tax Fees-RSM McGladrey, Inc. (1)	\$ 16,622	-
Total	<u>\$ 114,326</u>	<u>\$ 64,953</u>

(1 Consists of professional services rendered by a Company aligned with our principal accountant for tax compliance and tax advice.

Audit Fees: The Company recorded fees of \$87,704 and \$57,653, respectively, for M&P and GGK in connection with its audit of the Company's financial statements for the fiscal years ended October 31, 2008 and 2007 and its review of the Company's interim financial statements included in the Company's Quarterly Reports on Form 10-Q for the periods ended January 31, April 30, and July 31.

Audit-Related Fees: The Company recorded fees of \$10,000 and \$7,300 respectively, to M&P and GGK to perform audit-related services for the fiscal years ended October 31, 2008 and 2007, primarily for review of comments to the Securities and Exchange Commission in its review of securities registration documents and the Company's replies and for assistance with private placement memorandums and other document reviews.

Tax Fees: Starting in fiscal year ended October 31, 2008 the company engaged RSM McGladrey, Inc. to amend and prepare the Company's 2007 tax returns and amend years 2004, 2005, 2006 and 2007. The total fees for the service rendered were \$16,622. Preparation of the corporate tax returns were not performed by M&P in fiscal year ended October 31, 2007.

All Other Fees: No fees were classified outside the recorded Audit and Audit Related fees.

The Audit Committee will pre-approve all auditing services and the terms thereof (which may include providing comfort letters in connection with securities underwriting) and non-audit services (other than non-audit services prohibited under Section 10A(g) of the Exchange Act or the applicable rules of the SEC or the Public Company Accounting Oversight Board) to be provided to us by the independent auditor; provided, however, the pre-approval requirement is waived with respect to the provisions of non-audit services for us if the "de minimus" provisions of Section 10A(i)(1)(B) of the Exchange Act are satisfied. This authority to pre-approve non-audit services may be delegated to one or more members of the Audit Committee, who shall present all decisions to pre-approve an activity to the full Audit Committee at its first meeting following such decision. The Audit Committee may review and approve the scope and staffing of the independent auditors' annual audit plan.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been duly caused this Annual Report to be signed on its behalf by the undersigned, thereunto duly authorized, in North Brunswick, Middlesex County, State of New Jersey, on the 29 day of January, 2009.

ADVAXIS, INC.

By: /s/ Thomas Moore

Thomas Moore, Chief Executive Officer and Chairman of the Board

POWER OF ATTORNEY

If not filed herewith, filed as an exhibit to the document referred to by letters as follows:

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Thomas Moore as his true and lawful attorney-in-fact and agent, with full power of substitution for him in any and all capacities (1), to sign any and all amendments to this report on Form 10-KSB and (2) to file the same with the Securities and Exchange Commission pursuant to Rule 462(b) under the Securities Exchange Act of 1934, 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 substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this report has been signed by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ Thomas Moore</u> Thomas Moore	Chief Executive Officer and Chairman of the Board (Principal Executive Officer)	January 29, 2009
<u>/s/ Fredrick Cobb</u> Fredrick Cobb	Vice President, Finance (Principal Financial and Accounting Officer)	January 29, 2009
<u>/s/ John M. Rothman</u> John M. Rothman	Executive Vice President of Science and Operations (Chief Operating Officer)	January 29, 2009
<u>/s/ Roni Appel</u> Roni Appel	Director	January 29, 2009
<u>/s/ Thomas McKearn</u> Thomas McKearn	Director	January 29, 2009
<u>/s/ James Patton</u> James Patton	Director	January 29, 2009
<u>/s/ Richard Berman</u> Richard Berman	Director	January 29, 2009



February 29, 2008

Ms. Christine Chansky
220 Ross Place
Westfield, NJ 07090

Dear Christine,

On behalf of Dr. Rothman and myself, it gives me great pleasure to offer you the position of Executive Director, Product Development at Advaxis, Inc.

In this role your principal responsibility will be the management of Advaxis' human clinical programs and the associated manufacturing and regulatory activities. You will report to Dr. Rothman. We are also looking forward to your participation in our licensing and business development activities, working with me.

You would start with us on March 24, 2008.

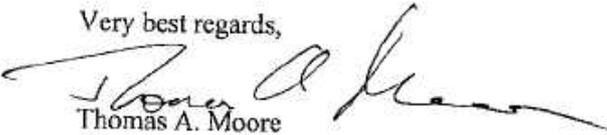
We are offering a starting salary of \$210,000, annually, with a bonus of up to 30%, awarded on or about March 1 of the following calendar year. We propose to offer a full year of bonus credit for 2008, rather than pro rata. Your salary will be reviewed annually and increases will be based on annual performance appraisals by Dr. Rothman and myself.

As a further incentive, we are offering 300,000 options on Advaxis stock priced at \$.15 per share. The options will vest over four years, 75,000 on the first anniversary of your employment, and quarterly over the next three years, consistent with the Company 2005 Stock Option Plan. However, we agree that, in the event of a separation initiated by the Company for reasons other than misconduct after your first twelve months, your vested shares will be calculated on a pro rata daily basis.

We offer 3 weeks of vacation which will increase by one week for every 5 years of employment. You will receive the Company health care plan under the same terms as all of our employees (currently, the company pays 100% of the cost). The plan is enclosed. The Company has a 401(k) plan, and matches employee contributions up to 4 % of your total compensations up to the maximum allowed under the 401(k) plan assuming you contribute 5% to the plan.

Christine, we are all delighted to welcome you to Advaxis. I hope this will be as rewarding as I know it will be exciting. Your experience, talents, and teamwork will make a great difference to this company.

Very best regards,


Thomas A. Moore
Chairman and CEO

PROMISSORY NOTE

\$10,000.00

November 10, 2003

For value received, Advaxis, Inc., a Delaware corporation (together with its successors and assigns, the "Company") with a business address at the Port of Technology, 3701 Market Street, Philadelphia, PA, promises to pay to the order of the Biotechnology Greenhouse Corporation of Southeastern Pennsylvania d/b/a BioAdvance, a Pennsylvania not-for-profit corporation (the "Holder") with a business address at 3701 Market Street, 3rd Floor, Philadelphia, Pennsylvania 19104, the principal amount of Ten Thousand Dollars (\$10,000.00), together with interest on the unpaid principal balance.

1. Payment Terms.

1.1 Maturity Date. This Note will automatically mature and the outstanding principal amount, together with all accrued and unpaid interest, shall be due and payable on the earlier of:

- (a) the fifth (5th) anniversary of the date hereof;
- (b) the consummation of: (i) a reorganization, merger, consolidation or recapitalization of the Company (a "Business Combination"), other than a Business Combination in which more than 50% of the combined voting power of the outstanding voting securities of the surviving or resulting entity immediately following the Business Combination is held by the persons who, immediately prior to the Business Combination, were the holders of the voting securities of the Company; (ii) a complete liquidation or dissolution of the Company; (iii) a sale of all or substantially all of the Company's assets; or (iv) any transaction or series of related transactions that result in the issuance of capital stock, or the right to purchase capital stock, such that immediately after the issuance of such capital stock, the holders thereof would own an amount equal to or greater than 51% of the issued and outstanding voting capital stock on a fully diluted basis;
- (c) the first issuance of Preferred Stock by the Company in one transaction, or series of related transactions, through which the Company receives gross proceeds of a minimum of \$2,000,000 from a venture capital fund or other institutional investor or group of investors; or
- (d) the occurrence of an Event of Default (as defined in Section 6 hereof) (the "Maturity Date").

1.2 Interest. Interest shall accrue from the date of this Note on the unpaid principal amount at a rate equal to eight percent (8%) per annum, computed on the basis of a 365-day year.

1.3 Payments of Principal and Interest. The unpaid principal amount shall be due and payable on the Maturity Date, together with all accrued and unpaid interest. All payments under this Note shall be made by certified or bank cashier's check at the business address of the Holder set forth above or at such other place as the Holder may designate in writing. Any payments on account of principal and interest shall be applied first to interest as aforesaid and the remainder thereof shall be applied to principal.

2. **Prepayment.** The Company shall have the privilege of prepaying principal, in whole or in part, at any time prior to the Maturity Date, and such prepayments may be made without penalty or premiums; provided, however, that each prepayment shall be accompanied by any accrued interest then due calculated on the basis of a 365-day year, counting the actual number of days elapsed commencing on the later of the date of this Note or the last payment of interest made pursuant to Section 1.3 above.

3. **Subordination.** No indebtedness shall be senior in any respect to this Note, except Senior Indebtedness. The term "Senior Indebtedness" shall mean the principal of and unpaid accrued interest on: (a) indebtedness of the Company, or with respect to which the Company is a guarantor, to banks, insurance companies, lease financing institutions or other financial institutions regularly engaged in the business of lending money, which is for money borrowed (or purchase or lease of equipment in the case of lease financing) by the Company (whether or not secured) in the ordinary course of business; and (b) any such indebtedness or any debentures, notes or other evidence of indebtedness issued in exchange for such Senior Indebtedness, or any indebtedness arising from the satisfaction of such Senior Indebtedness by a guarantor.

4. **Use of Proceeds.** The proceeds shall be used for the purposes specified in the Company's request for funding, attached as Exhibit A hereto. At the request of Holder, the Company shall provide Holder with an accounting of the use of proceeds from this Note and a status of the Company's progress of the activities that form the basis for Holder's advance of the funds. The Company shall not be required to provide such information more frequently than each calendar quarter.

5. **Events of Default.** The entire unpaid outstanding principal amount shall become immediately due and payable upon the occurrence of an Event of Default. An "Event of Default" shall be deemed to have occurred if:

(a) the Company shall: (i) apply for or consent to the appointment of a receiver, trustee or liquidator of itself or of its property; (ii) be unable, or admit in writing its inability, to pay its debts as they mature; (iii) make a general assignment for the benefit of creditors; (iv) be adjudicated a bankrupt or insolvent; (v) file a voluntary petition in bankruptcy, or a petition or answer seeking reorganization or an arrangement with creditors to take advantage of any insolvency law, or an answer admitting the material allegations of a bankruptcy, reorganization or insolvency petition filed against it; (vi) take corporate action for the purpose of effecting any of the foregoing; or (vii) have an order for relief entered against it in any proceeding under the United States Bankruptcy Code;

(b) an order, judgment or decree shall be entered, without the application, approval or consent of the Company by any court of competent jurisdiction, approving a petition seeking reorganization of the Company or appointing a receiver, trustee or liquidator of the Company or of all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days;

(c) the Company sells or disposes of all or substantially all of its material assets or ceases to do business.

The Company shall have the right to cure any foregoing event of default for a period of sixty (60) days from the occurrence of such event of default unless a different cure period is specified with respect to a specific event of default above.

6. Transfer, Successors and Assigns. The Holder may not sell, assign, pledge, dispose of or otherwise transfer this Note without the prior written consent of the Company. Subject to the preceding sentence, this Note may be transferred only upon surrender of the original Note for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form satisfactory to the Company. Thereupon, a new note for the same principal amount and interest will be issued to, and registered in the name of, the transferee. Interest and principal are payable only to the registered holder of this Note. The terms and conditions of this Note shall inure to the benefit of and binding upon the respective successors and assigns of the parties.

7. Governing Law and Jurisdiction of Disputes. This Note and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflicts of law and choice of law that would cause the laws of any other jurisdiction to apply. All suits and claims shall be made only in State or Federal courts located in Philadelphia, Pennsylvania.

8. Confession of Judgment. The following paragraph sets forth a warrant of authority for any attorney to confess judgment against the Company. In granting this warrant of attorney to confess judgment against the Company, the Company, following consultation with (or decision not to consult) separate counsel for the Company and with knowledge of the legal effect hereof, hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights the Company has or may have to prior notice and an opportunity for hearing under the respective constitutions and laws of the United States of America, the Commonwealth of Pennsylvania, or elsewhere. It is specifically acknowledged by the Company that Holder has relied on this warrant of attorney in receiving this Note and as an inducement to grant financial accommodations to the undersigned:

UPON AND FOLLOWING THE OCCURRENCE OF A DEFAULT, THE COMPANY HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD OR THE PROTHONOTARY OR CLERK OF ANY COUNTY IN THE COMMONWEALTH OF PENNSYLVANIA, OR IN ANY JURISDICTION WHERE PERMITTED BY LAW OR THE CLERK OF ANY UNITED STATES DISTRICT COURT, TO APPEAR FOR THE COMPANY IN ANY AND ALL ACTIONS WHICH MAY BE BROUGHT HEREUNDER AND ENTER AND CONFESS JUDGMENT AGAINST THE COMPANY FOR SUCH SUMS AS ARE DUE OR MAY BECOME DUE UNDER THIS NOTE OR UNDER ANY OTHER LOAN DOCUMENT, TOGETHER WITH COSTS OF SUIT AND ACTUAL COLLECTION COSTS INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, WITH OR WITHOUT DECLARATION, WITHOUT PRIOR NOTICE, WITHOUT STAY OF EXECUTION AND WITH RELEASE OF ALL PROCEDURAL ERRORS AND THE RIGHT TO ISSUE EXECUTIONS FORTHWITH. IF A COPY OF THIS NOTE VERIFIED BY AFFIDAVIT OF ANY OFFICER OF HOLDER SHALL HAVE BEEN FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO

FILE THE ORIGINAL THEREOF AS A WARRANT OF ATTORNEY, ANY PRACTICE OR USAGE TO THE CONTRARY NOTWITHSTANDING. THE AUTHORITY HEREIN GRANTED TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY SINGLE EXERCISE THEREOF, BUT SHALL CONTINUE AND MAY BE EXERCISED FROM TIME TO TIME AS OFTEN AS HOLDER SHALL FIND IT NECESSARY AND DESIRABLE AND AT ALL TIMES UNTIL FULL PAYMENT OF ALL AMOUNTS DUE HEREUNDER AND UNDER THE OTHER LOAN DOCUMENTS. HOLDER MAY CONFESS ONE OR MORE JUDGMENTS IN THE SAME OR DIFFERENT JURISDICTIONS FOR ALL OR ANY PART OF THE UNDERSIGNED'S OBLIGATIONS ARISING UNDER THIS NOTE OR UNDER ANY OTHER LOAN DOCUMENT TO WHICH THE COMPANY IS A PARTY, WITHOUT REGARD TO WHETHER JUDGMENT HAS THERETOFORE BEEN CONFESSED ON MORE THAN ONE OCCASION FOR THE SAME OBLIGATIONS. IN THE EVENT THAT ANY JUDGMENT CONFESSED AGAINST THE COMPANY IS STRICKEN OR OPENED UPON APPLICATION BY OR ON BEHALF OF THE COMPANY FOR ANY REASON, HOLDER IS HEREBY AUTHORIZED AND EMPOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST BORROWER FOR ANY PART OR ALL OF THE OBLIGATIONS DUE AND OWING UNDER THIS NOTE AND THE OTHER LOAN DOCUMENTS, AS HEREIN PROVIDED.

9. Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing to the applicable business address set forth above.

10. Amendments and Waivers. This Note and any term hereof may be amended, waived, discharged or terminated only by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, discharge or termination is sought. No waivers of any term, condition or provision of this Note, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

11. Stockholders, Officers and Directors Not Liable. In no event shall any stockholder, officer or director of the Company be liable for any amounts due or payable pursuant to this Note.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed and delivered by its authorized officer, as of the date first above written.

ADVAXIS, INC.

By: 

Name:

Address:

J. Todd GERBIN / CEO
3701 Market St.
Philadelphia, PA

PROMISSORY NOTE

\$40,000.00

December 17, 2003

For value received, Advaxis, Inc., a Delaware corporation (together with its successors and assigns, the "Company") with a business address at 3701 Market Street, Philadelphia PA 19104, promises to pay to the order of the Biotechnology Greenhouse Corporation of Southeastern Pennsylvania d/b/a BioAdvance, a Pennsylvania not-for-profit corporation (the "Holder") with a business address at 3701 Market Street, 3rd Floor, Philadelphia, Pennsylvania 19104, the principal amount of Forty Thousand Dollars (\$40,000.00), together with interest on the unpaid principal balance.

1. Payment Terms.

1.1 Maturity Date. This Note will automatically mature and the outstanding principal amount, together with all accrued and unpaid interest, shall be due and payable on the earlier of:

- (a) the fifth (5th) anniversary of the date hereof;
- (b) the consummation of: (i) a reorganization, merger, consolidation or recapitalization of the Company (a "Business Combination"), other than a Business Combination in which more than 50% of the combined voting power of the outstanding voting securities of the surviving or resulting entity immediately following the Business Combination is held by the persons who, immediately prior to the Business Combination, were the holders of the voting securities of the Company; (ii) a complete liquidation or dissolution of the Company; (iii) a sale of all or substantially all of the Company's assets; or (iv) any transaction or series of related transactions that result in the issuance of capital stock, or the right to purchase capital stock, such that immediately after the issuance of such capital stock, the holders thereof would own an amount equal to or greater than 51% of the issued and outstanding voting capital stock on a fully diluted basis;
- (c) the first issuance of Preferred Stock by the Company in one transaction, or series of related transactions, through which the Company receives gross proceeds of a minimum of \$2,000,000 from a venture capital fund or other institutional investor or group of investors; or
- (d) the occurrence of an Event of Default (as defined in Section 6 hereof) (the "Maturity Date").

1.2 Interest. Interest shall accrue from the date of this Note on the unpaid principal amount at a rate equal to eight percent (8%) per annum, computed on the basis of a 365-day year.

1.3 Payments of Principal and Interest. The unpaid principal amount shall be due and payable on the Maturity Date, together with all accrued and unpaid interest. All payments under this Note shall be made by certified or bank cashier's check at the business

address of the Holder set forth above or at such other place as the Holder may designate in writing. Any payments on account of principal and interest shall be applied first to interest as aforesaid and the remainder thereof shall be applied to principal.

2. Prepayment. The Company shall have the privilege of prepaying principal, in whole or in part, at any time prior to the Maturity Date, and such prepayments may be made without penalty or premiums; provided, however, that each prepayment shall be accompanied by any accrued interest then due calculated on the basis of a 365-day year, counting the actual number of days elapsed commencing on the later of the date of this Note or the last payment of interest made pursuant to Section 1.3 above.

3. Subordination. No indebtedness shall be senior in any respect to this Note, except Senior Indebtedness. The term "Senior Indebtedness" shall mean the principal of and unpaid accrued interest on: (a) indebtedness of the Company, or with respect to which the Company is a guarantor, to banks, insurance companies, lease financing institutions or other financial institutions regularly engaged in the business of lending money, which is for money borrowed (or purchase or lease of equipment in the case of lease financing) by the Company (whether or not secured) in the ordinary course of business; and (b) any such indebtedness or any debentures, notes or other evidence of indebtedness issued in exchange for such Senior Indebtedness, or any indebtedness arising from the satisfaction of such Senior Indebtedness by a guarantor.

4. Use of Proceeds. The proceeds shall be used for the purposes specified in the Company's request for funding, attached as Exhibit A hereto. At the request of Holder, the Company shall provide Holder with an accounting of the use of proceeds from this Note and a status of the Company's progress of the activities that form the basis for Holder's advance of the funds. The Company shall not be required to provide such information more frequently than each calendar quarter.

5. Events of Default. The entire unpaid outstanding principal amount shall become immediately due and payable upon the occurrence of an Event of Default. An "Event of Default" shall be deemed to have occurred if:

(a) the Company shall: (i) apply for or consent to the appointment of a receiver, trustee or liquidator of itself or of its property; (ii) be unable, or admit in writing its inability, to pay its debts as they mature; (iii) make a general assignment for the benefit of creditors; (iv) be adjudicated a bankrupt or insolvent; (v) file a voluntary petition in bankruptcy, or a petition or answer seeking reorganization or an arrangement with creditors to take advantage of any insolvency law, or an answer admitting the material allegations of a bankruptcy, reorganization or insolvency petition filed against it; (vi) take corporate action for the purpose of effecting any of the foregoing; or (vii) have an order for relief entered against it in any proceeding under the United States Bankruptcy Code;

(b) an order, judgment or decree shall be entered, without the application, approval or consent of the Company by any court of competent jurisdiction, approving a petition seeking reorganization of the Company or appointing a receiver, trustee or liquidator of the Company or of all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days;

Handwritten signature and date, possibly "12/12/12".

(c) the Company sells or disposes of all or substantially all of its material assets or ceases to do business; or

(d) an Event of Default shall have occurred under any other indebtedness of the Company for borrowed money, including under the Promissory Note issued by the Company to Holder dated November __, 2003.

The Company shall have the right to cure any foregoing event of default for a period of sixty (60) days from the occurrence of such event of default unless a different cure period is specified with respect to a specific event of default above.

6. Transfer, Successors and Assigns. The Holder may not sell, assign, pledge, dispose of or otherwise transfer this Note without the prior written consent of the Company. Subject to the preceding sentence, this Note may be transferred only upon surrender of the original Note for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form satisfactory to the Company. Thereupon, a new note for the same principal amount and interest will be issued to, and registered in the name of, the transferee. Interest and principal are payable only to the registered holder of this Note. The terms and conditions of this Note shall inure to the benefit of and binding upon the respective successors and assigns of the parties.

7. Governing Law and Jurisdiction of Disputes. This Note and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflicts of law and choice of law that would cause the laws of any other jurisdiction to apply. All suits and claims shall be made only in State or Federal courts located in Philadelphia, Pennsylvania.

8. Confession of Judgment. The following paragraph sets forth a warrant of authority for any attorney to confess judgment against the Company. In granting this warrant of attorney to confess judgment against the Company, the Company, following consultation with (or decision not to consult) separate counsel for the Company and with knowledge of the legal effect hereof, hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights the Company has or may have to prior notice and an opportunity for hearing under the respective constitutions and laws of the United States of America, the Commonwealth of Pennsylvania, or elsewhere. It is specifically acknowledged by the Company that Holder has relied on this warrant of attorney in receiving this Note and as an inducement to grant financial accommodations to the undersigned:

UPON AND FOLLOWING THE OCCURRENCE OF A DEFAULT, THE COMPANY HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD OR THE PROTHONOTARY OR CLERK OF ANY COUNTY IN THE COMMONWEALTH OF PENNSYLVANIA, OR IN ANY JURISDICTION WHERE PERMITTED BY LAW OR THE CLERK OF ANY UNITED STATES DISTRICT COURT, TO APPEAR FOR THE COMPANY IN ANY AND ALL ACTIONS WHICH MAY BE BROUGHT HEREUNDER AND ENTER AND CONFESS JUDGMENT AGAINST THE COMPANY FOR SUCH SUMS AS ARE DUE OR MAY BECOME DUE UNDER THIS NOTE OR UNDER ANY OTHER LOAN DOCUMENT, TOGETHER WITH COSTS OF SUIT



AND ACTUAL COLLECTION COSTS INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, WITH OR WITHOUT DECLARATION, WITHOUT PRIOR NOTICE, WITHOUT STAY OF EXECUTION AND WITH RELEASE OF ALL PROCEDURAL ERRORS AND THE RIGHT TO ISSUE EXECUTIONS FORTHWITH. IF A COPY OF THIS NOTE VERIFIED BY AFFIDAVIT OF ANY OFFICER OF HOLDER SHALL HAVE BEEN FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL THEREOF AS A WARRANT OF ATTORNEY, ANY PRACTICE OR USAGE TO THE CONTRARY NOTWITHSTANDING. THE AUTHORITY HEREIN GRANTED TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY SINGLE EXERCISE THEREOF, BUT SHALL CONTINUE AND MAY BE EXERCISED FROM TIME TO TIME AS OFTEN AS HOLDER SHALL FIND IT NECESSARY AND DESIRABLE AND AT ALL TIMES UNTIL FULL PAYMENT OF ALL AMOUNTS DUE HEREUNDER AND UNDER THE OTHER LOAN DOCUMENTS. HOLDER MAY CONFESS ONE OR MORE JUDGMENTS IN THE SAME OR DIFFERENT JURISDICTIONS FOR ALL OR ANY PART OF THE UNDERSIGNED'S OBLIGATIONS ARISING UNDER THIS NOTE OR UNDER ANY OTHER LOAN DOCUMENT TO WHICH THE COMPANY IS A PARTY, WITHOUT REGARD TO WHETHER JUDGMENT HAS THERETOFORE BEEN CONFESSED ON MORE THAN ONE OCCASION FOR THE SAME OBLIGATIONS. IN THE EVENT THAT ANY JUDGMENT CONFESSED AGAINST THE COMPANY IS STRICKEN OR OPENED UPON APPLICATION BY OR ON BEHALF OF THE COMPANY FOR ANY REASON, HOLDER IS HEREBY AUTHORIZED AND EMPOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST BORROWER FOR ANY PART OR ALL OF THE OBLIGATIONS DUE AND OWING UNDER THIS NOTE AND THE OTHER LOAN DOCUMENTS, AS HEREIN PROVIDED.

9. Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing to the applicable business address set forth above.

10. Amendments and Waivers. This Note and any term hereof may be amended, waived, discharged or terminated only by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, discharge or termination is sought. No waivers of any term, condition or provision of this Note, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

11. Stockholders, Officers and Directors Not Liable. In no event shall any stockholder, officer or director of the Company be liable for any amounts due or payable pursuant to this Note.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed and delivered by its authorized officer, as of the date first above written.

Advaxis, Inc.

By: 

Name: J. Todd Derbin

Address: 212 Carnegie Center, Suite 206
Princeton, NJ 08540

LEASE EXTENSION AGREEMENT

THIS LEASE EXTENSION AGREEMENT, made as of the 1ST day of June, 2008 (the "LEASE EXTENSION") is by and between ADVAXIS, INC. ("TENANT"), and the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY ("LANDLORD").

WHEREAS, the TENANT and the LANDLORD entered into a certain LEASE AGREEMENT MADE AS OF JUNE 1, 2005 (THE "LEASE"); AND a certain Lease Amendment Agreement as of November 15, 2005; and a certain Lease Amendment Agreement as of March 15, 2006; and a certain Lease Amendment Agreement as of October 1, 2006; and a certain Lease Extension Agreement as of October 1st, 2007; and a Lease Amendment Agreement as of March 1, 2008. The Lease Agreement, and the first Lease Amendment Agreement, the second Lease Amendment Agreement, the third Lease Amendment Agreement, the Lease Extension Agreement, the fourth Lease Amendment Agreement, and this Lease Extension Agreement, are collectively referred to as the "LEASE".

WHEREAS, the LANDLORD and TENANT wish to amend certain provisions contained in the LEASE as more fully set forth below.

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties amend the LEASE as follows:

1. Definitions of LEASED PREMISES is hereby amended read as follows:

The term "LEASED PREMISES" means that portion of the COMMERCIALIZATION CENTER delineated on the floor plans constituting EXHIBIT 1A attached hereto and made a part hereof, bounded by the interior sides of the centers of all demising walls other than exterior BUILDING walls and the exterior sides of all exterior BUILDING walls. For purposes of this LEASE, TENANT and LANDLORD agree that the LEASED PREMISES consists of Two (2) laboratory units made up of One Thousand Six Hundred (1,600) Rentable square feet and One (1) office suite made up of Six Hundred Fifty-five (655) square feet.

2. Section 4.1 is hereby amended to read as follows:

The term of the Lease shall be extended for a period beginning June 1, 2008 and ending on May 31, 2009 (the "Second Extended Lease Term").

3. Section 5.2 is hereby amended to read as follows:

TENANT covenants and agrees to pay to LANDLORD, RENT, in advance, on the first day of each month during the SECOND EXTENDED LEASE TERM for the lab units No. 119 and No. 120:

<u>Period</u>	<u>Total Fixed Rent</u>	<u>Monthly Rent</u>
June 1, 2008 to May 31, 2009	\$58,407.84	\$4867.32 per month (\$2433.66 per unit)

During the SECOND EXTENDED LEASE TERM, TENANT shall pay to LANDLORD Rent for the office suite B206 as follows;

<u>Period</u>	<u>Total Fixed Rent</u>	<u>Monthly Fixed Rent</u>
June 1, 2008 to May 31, 2009	\$17,030.08	\$1,419.17 per month

Total combined office/lab is \$75,437.92.

Total combined office/lab monthly rent is \$6,286.49

Except as expressly modified hereby, all terms, conditions, definitions, undertakings and covenants of the LEASE shall remain in full force and effect and are in no way abrogated by this LEASE EXTENSION. Capitalized terms used within this LEASE EXTENSION but not otherwise defined herein shall have the meanings ascribed to them in the LEASE.

This LEASE EXTENSION may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

If any provision of this LEASE EXTENSION shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof or of the LEASE.

IN WITNESS WHEREOF, the parties hereto have duly executed this LEASE EXTENSION as of the date first written above.

ATTEST:

NEW JERSEY ECONOMIC DEVELOPMENT
AUTHORITY, LANDLORD

David E. Nuse

DAVID E. NUSE
DIRECTOR
REAL ESTATE DIVISION

By: Caren S. Franzini

NAME: Caren S. Franzini
TITLE: Chief Executive Officer

ATTEST:

ADVAXIS, INC., TENANT

Sharon Dananysz

By: Fred Cobbo

NAME: Fred Cobbo
TITLE: Vice President FINANCE

Development and Technical Consultancy Services

**Service Proposal for the Generation of Lovaxin C
Phase II Material**

Advaxis

North Brunswick
New Jersey

September 20, 2007

Inquiries regarding this proposal should be directed to:

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Cobra Biomanufacturing Plc
Stephenson Building
The Science Park
Keele,
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ST5 5SP, UK



Executive Summary

Advaxis has requested a service proposal from Cobra for the provision of services for Lovaxin C Phase II clinical material.

The program consists of the following stages:

Stage	Price
1. Process Transfer	£5,400
2. Process Validation/Shipping Qualification	£52,900
3. Assay Development	£21,100
4. Working Cell Bank production	£25,900
5. Engineering Run	£48,900
6. 5L cGMP Manufacture	£84,500
7. QC Release and QA Approval of Bulk Drug Substance	£17,900
8. QC Release and QA Approval of Drug Product by a QP	£17,900

The price for this program is £274,500. This price does not include the cost of raw materials, consumables, process-specific equipment, or subcontracted third party testing.

Stage 1: Process Transfer

Aim of stage

The closed manufacturing process is a system in which all operations involved in the production of the whole cell vaccine from the opening of the starting vial through to aliquoting of the final product are performed aseptically i.e. executed within validated closed and sterile environments guaranteeing monosepsis throughout.

The initial manufacturing requirement is to generate a WCB that is packaged into sterile bags suitable for sterile welding onto a Wave bioreactor system. All inocula will be performed in a disposable closed reactor system such as a Wave bioreactor. The fermentation will be performed in a closed reactor system, using aseptic connections where required.

The harvesting, washing and formulation of the product will be performed by using a sterile cross flow micro-filtration system combined with sterile bag assemblies. These devices will be used for the concentration and washing of the cells using a sterile hollow fiber micro-filtration membrane with sterile wash/formulation buffer being supplied using a sterile disposable bag assembly.

The formulation buffer will be chosen by Advaxis upon consultation with Cobra once the results from Contract 0781 are obtained. Finally, the product will be collected into sterile bags which will manifold to the product collection bag.

This system has been devised by the Process Science and Manufacturing divisions within Cobra Biomanufacturing.

The aim of Stage 1 is to generate Batch Manufacturing Records to describe this process and transfer the process to the GMP manufacturing group.

Stage 1 comprises the following studies and activities:

- a) Documentation Generation
- b) Process Transfer

Stage 1a: Documentation Generation

Scope of Work

Draft Manufacturing Specifications (dMS) and draft Master Batch Manufacturing Records (dMBMR) will be generated to accurately describe the optimized and scaled-up manufacturing process. The documents will outline all aspects of the production operation including generation of inoculum, wave fermentation, harvest, concentration/buffer exchange, dilution and aliquoting to form individual bulk drug

substance. Standard operating procedures covering the equipment required, material component assemblies, and shipping protocols to comply with cGMP regulations are also generated at this stage.

Cobra Deliverables:

- Process Description
- Draft Manufacturing Specifications
- Draft Master Batch Manufacturing Records
- Associated Standard Operating Procedures
- Documentation for equipment and materials

Advaxis Deliverables:

- Approval of process description
- Review of draft Manufacturing Specifications

Stage 1b: Process Transfer

Scope of work

On completion of the generation of the draft Manufacturing Specification and Master Batch Manufacturing Records a formal process transfer will occur between the Process Science and Manufacturing groups. At this point the manufacturing operators will be fully trained in the production process using the dMBMR. The following activities will be executed during this stage:

- Training in the production process from vial initiation through to inoculation into the Wave System. This will be a documented review of the dMBMR.
- Training in the production process from the Wave cultivation through to final product aliquoting into 10 litre bags. This will be achieved by executing water runs using the closed manufacturing process to allow the manufacturing staff to become familiar with the process.
- The Manufacturing staff will critically review the dMS & dMBMR during these water runs to ensure that the records are appropriate for manufacturing use.
- A Bill of Materials and Manufacturing planning pack will be generated and all procurement initiated.

Cobra Deliverables:

- Fully trained production team
- Procurement for Engineering and cGMP production runs

Stage 2: Process Validation and Shipping Qualification

Aim of Stage

There are requirements to carry out process validation of the closed manufacturing system and qualification of the shipping procedures prior to finalizing the Manufacturing Specifications, Batch Records and any shipping Standard Operating Procedures. In order to achieve this, the following is required:

Stage 2 comprises of the following studies and activities

- a) Generation of Validation / Qualification Master Plan
- b) Execution of Broth Process Validation
- c) Qualification of Shipping Procedures

Stage 2a: Generation of Validation / Qualification Plan

Scope of Work

A Validation & Qualification Master Plan (VMP/QMP) outlining qualification and validation projects will be generated. The following studies will be included in the plan:

- Operator Qualification for monoseptic processing using a closed manufacturing system.
- Process validation of the closed manufacturing system.
- Shipping qualification studies.

Once approved, this plan will be used to generate individual protocols for the execution of the program of work. The estimated documentation requirements are listed below:

- Operator qualification protocol
- Process validation protocol
- Shipping qualification study protocol covering; temperature studies, physical damage, potential ingress of CO₂ and maintenance of sterility.

Cobra Deliverables:

- Generation of a VMP & QMP
- Generation of individual qualification/validation protocols

Advaxis Deliverables:

- Approval of VMP & QMP

Stage 2b: Execution of Broth Process Validation

Scope of Work

On completion of the Process Transfer from Process Science to Manufacturing, a series of broth trials will be initiated. The manufacturing process will be executed three times at full production scale using broth. The broth trial runs will encompass the following points:

- Fully trained operators will be assigned to the broth fill runs.
- The runs will be executed in triplicate within the manufacturing processing areas, utilizing the clean room, equipment, and materials intended for use in the actual production process.
- This will cover all aspects of the manufacturing process from vial initiation to final product aliquoting into 5 x 10L bags, thus ensuring all aseptic connections and processes are challenged by broth.
- The product bags containing broth will then be incubated for two weeks at two temperatures (to be agreed upon by Advaxis and Cobra) and examined for bacterial growth.
- The broth used will be qualified to ensure it is capable of supporting bacterial growth.
- Full QC and QA review of the executed protocols and assessment on pass/fail criteria for process acceptance.

Cobra Deliverables:

- Completion of three (3) broth validation runs at full manufacturing scale
- Acceptance of production process suitability for monoseptic manufacture of product

Stage 2c: Qualification of Shipping Procedures

Scope of Work

A Qualification Plan will be used to qualify the shipping of the drug substance with regards to temperature, physical damage, and stability of product during shipment and maintenance of sterility.

Temperature

- A frozen shipment of simulated product (buffer only) will be shipped to the filling house (KP Pharma) in the USA using the carrier Biocair.
- This shipment will be packed and temperature exactly as proposed for shipment of the actual drug substance. Temperature data will be reviewed to determine acceptability of this shipping method for temperature.

Physical Damage and Maintenance of Sterility

- 3 x 10L bags with 1L product will be filled and sampled for monospesis at the Cobra manufacturing site.

- 3 separate shipments of 1 x 10L bags with 1L buffer fill will be shipped to KP Pharma in the USA.
- These bags will be examined for physical damage as per an agreed visual inspection protocol.
- Maintenance of sterility can be achieved in two ways:
 - Integrity testing of the shipped product bags.
 - Incubation of buffer at temperatures and times to be agreed upon by Advaxis and Cobra.
- These activities should be executed by Advaxis and KP Pharma.

Stability of Product during Bulk Shipment

- A single experiment taking product from the Engineering Run
- The aim of this study is to determine any detrimental effects that could potentially occur to the product due to packaging on dry ice such as ingress of CO₂ or deterioration of viability.
- The product bag will be packaged in dry ice in the same configuration as that for shipping to the US.
- The material will be left for 4-7 days (whatever is determined as the worst case scenario) and then tested for the following:
 - Viability
 - Temperature profile during incubation period
 - pH

Cobra Deliverables:

- Assessment of suitability of shipping parameters based on qualification data.

Advaxis Deliverables:

- Approval of Qualification Plan

Assumptions:

For the purpose of this proposal it is assumed that:

- Maintenance of sterility post shipment to the US can be achieved by product bag integrity testing or incubation of received materials to determine no bacterial growth.
- These activities will be executed outside of Cobra's management system and therefore responsibility for execution of these studies will lie with Advaxis and their chosen filling partner KP Pharma.
- It is assumed that the studies listed above are for the qualification of the shipping methods only and **do not** represent a full validation program.

Stage 2d: Validation and Qualification Reporting

Scope of Work

On Completion of the Process Validation (Stage 2b) and all shipping qualification studies (Stage 2c) a Validation/Qualification Report will be generated. This report will summarize all data generated during the study and will be available for client approval prior to the execution of the manufacturing runs.

Cobra Deliverables:

- Validation/Qualification Report

Advaxis Deliverables:

- Acceptance of Validation/Qualification Report

Stage 3: Assay Development

Aim of stage

The monosepsis/purity testing regime will be the critical release criteria for this product. It is therefore anticipated that Cobra will partner a testing facility in the development of the monosepsis/purity assay.

The following work will be performed:

- a) Development of Monosepsis/Purity Assay
- b) Development of Western blot for LLO
- c) Run through of method for Chlorophenicol, Streptomycin and Ampicillin sensitivity

Cobra Deliverables:

- Fully transferred assays to testing house
- Program management of testing samples and testing progress.

Advaxis Deliverables:

- Approval of testing regime
- Approval of test method

Assumptions:

For the purpose of this proposal it is assumed that:

- No further assay development is required other than that listed above.

Stage 4: Working Cell Bank (WCB) Production

Aim of stage

A Manufacturing Specification and Master Batch Manufacturing Record (MBMR) will be used to produce the WCB. This is a small scale production required to package the cell culture in a compatible system for Wave bioreactor fermentation.

- Cells will be serially cultured in a shake flask system to approximately 200ml.
- All monoseptic manipulations will be carried out in a Biosafety cabinet (Grade A/Class 100).
- At the final harvest, the cell culture will be distributed into 10ml product in 100ml sterile bags for alignment with sterile welding onto a Wave bioreactor system for closed system manufacture of product.
- The WCB will be tested for viability, monosepsis and identity prior to release for manufacturing.

Cobra Deliverables:

- Manufacturing Specification
- Master Batch Manufacturing Records
- WCB
- Certificate of Analysis

Advaxis Deliverables:

- MCB vials
- Approval of Manufacturing Specification

Stage 5: Engineering Run

Aim of stage

To assess the manufacturing process via a full scale Engineering Run.

Scope of Work

Draft Manufacturing Specifications and draft Master Batch Manufacturing Records (dMBMR) will be used to conduct the Engineering Run.

- The Engineering Run will be executed at full scale within the clean room intended for manufacturing the batch.
- The process is expected to be robust and reproducible, delivering product as per requirements outlined in a finalized Quality/Technical Agreement. If additional runs are required, the project budget and timeline will be adjusted accordingly.
- QC will analyze the material using the tests detailed in Attachment 1.

- On completion of the Engineering Run, final production and quality reviews of the manufacturing specifications and batch records are completed. Updates of these records will be carried out prior to execution of the cGMP batch manufacture.

Cobra Deliverables:

- Finalized Manufacturing Specification
- Finalized Master Batch Manufacturing Records
- Technical Report

Advaxis Deliverables:

- Approval of Quality/Technical Agreement

Stage 6: 5L cGMP Manufacture

Aim of stage

To produce Lovaxin C for Phase II clinical trial material at the 5L scale.

Scope of work

One production run at the 5 litre scale will be performed according to the fully approved Manufacturing Specifications and Master Batch Manufacturing Records. The Quality/Technical Agreement outlining all aspects of quality systems and control must also be in place prior to the production commencing. The following activities will be executed during the production run:

- Full clean room suite preparation and environmental testing prior to use.
- Execution of one 5 litre production scale using the closed manufacturing system.
- In-process environmental monitoring
- In-process sampling of intermediary stages of production
- QC release testing of formulation buffer per Attachment 3
- Completion and review of all BMR documents
- QC to analyze the material using the tests detailed in Attachment 1

Cobra Deliverables:

- 5 x 10L bags containing 1L Individual Bulk Drug Substance (IBDS) for shipping to KP Pharma
- Executed BMR
- Certificate of Analysis on product testing profile

Advaxis Deliverables:

- Approval of Manufacturing Specifications

Stage 7: QC Release Testing and QA Approval of Individual Bulk Drug Substance (IBDS)

Aim of Stage

The QC release including subcontracted assays and QA release of Individual Bulk Drug Substance.

Scope of Work

Release testing assays are described in Attachment 1. This scope of work covers the execution of assays or subcontract to a testing partner. All results will be collated, reviewed and summarized in a Certificate of Analysis.

- QC testing of cGMP material and co-ordination of outsourced assays.
- Review and audit of QC testing data and submission to QA.
- QA audit of executed batch manufacturing records and associated documentation for the control of cGMP manufacture.
- QA release of cGMP material

Cobra Deliverables:

- Certificate of Analysis for Individual Bulk Drug Substance
- Released Individual Bulk Drug Substance.

Advaxis Deliverables:

- Approval of testing plan as outlined in Attachment 1 and the Quality/Technical Agreement

Stage 8: QC Release Testing and QA Approval of Final Drug Product (DP)

Aim of stage

The QC release including subcontracted assays and QA release of Final Drug Product (DP)

Scope of Work

Release testing assays are described in Attachment 2. This scope of work covers the execution of assays or subcontract to a testing partner. All results will be collated, reviewed and summarized in a Certificate of Analysis.

- QC testing of cGMP material and co-ordination of outsourced assays.
- Review and audit of QC testing data and submission to QA.



- QA audit of executed batch manufacturing records and associated documentation for the control of cGMP manufacture.
- QA release of cGMP material by a QP

Cobra Deliverables:

- Certificate of Analysis for Final Drug Product
- QA Released Final Drug Product.

Advaxis Deliverables:

- Approval of testing plan as outlined in Attachment 1 and the Quality/Technical Agreement

Assumptions:

For the purposes of this proposal it is assumed that:

- If Cobra is expected to release the final filled drug product, it may be required that a Cobra Qualified Person (QP) audit the fill house to allow for authorization to import and release the filled material to ensure that it meets the full EU requirements (travel expenses are not included in this proposal).
- The audit must be performed prior to the actual filling of material and prove to be satisfactory.
- QP release procedures for clinical trials in the EU have not been covered in this proposal
- Pending the results of the Cobra audit of KP Pharma, Cobra will review and release the Lovaxin C Final Drug Product
- Proper cGMP procedures and maintenance of cell viability throughout the filling process is the responsibility of Advaxis and KP Pharma

NOTES:

1. All other terms and conditions of the Strategic Collaboration and Long Term Vaccine Supply Agreement ("the Agreement") having an effective date of October 31, 2005 are incorporated by reference as if fully set forth herein; with respect to the Services set forth in this Service Proposal O760. Per "the Agreement" work orders totalling greater than £500,000 per year will receive a retrospective 20% discount.
2. Cobra will take responsibility for any shipments. The price of shipments and insurance thereof is excluded from this contract. Shipping will be arranged in consultation with the customer and will be billed directly to the customer (plus a handling charge of up to £250 for Cobra personnel to organize and handle the shipping agent). The cost of a validated Biological shipment to the U.S. is approximately £850 - £1,050.
3. Raw materials and consumables are not included in the overall price of the work order. This cost is estimated at £20,500 and will be billed to Advaxis with a 10% surcharge. Consumables purchased or delivered to Cobra for use in this program (O760) will be insured by Advaxis or Cobra will recharge the cost of appropriate insurance coverage to Advaxis.
4. The subcontracted cost of adventitious virus testing and other subcontracted assays are not included in the overall price of the work order. Per "the Agreement" there will be an overhead charge for administering any subcontracts.
5. Per "the Agreement", one-year of vaccine storage shall be at a cost of £2,287.99 per 200 vials.
7. Per "the Agreement", stability studies shall be at the following cost.
One Time Point at Two Temperatures for the following assays:

Apperance, pH, and Osmolality	£1,056.00
Cell Infection Assay	£3,696.00
Western Blot	£2,581.32
8. Per "the Agreement", if required shipment of Drug Product to each clinical trial site shall be at a cost of £1,026.66 per shipment.
9. Some pricing is per "the Agreement" Schedule 1, however a price increase of 5.6% across the board per Clause 4.14 of "the Agreement" is reflected in the prices provided in this service proposal. The new pricing structure is required since "the Agreement" was signed in October 2005.
10. Per updated cGMP guidelines, Advaxis and Cobra QA will need to agree and put into place a "Quality/Technical Agreement" prior to the initiation of cGMP production of Lovaxin C.
11. Individual Bulk Drug Substance (IBDS) and Final Drug Product (DP) specifications are detailed in Attachments 1 and 2.

12. If Advaxis develop a method for lyophilization of Final Drug Product it may be necessary to change the resuspension buffer. If so, Cobra will require the new buffer formulation at least 1 month prior to initiation of the cGMP production of Lovaxin C.
13. Cobra will require a decision on final packaging of bulk material for shipment to the lyophilization facility at least 1 month prior to initiation of the cGMP production of Lovaxin C.
14. Advaxis must select a facility for lyophilization and notify Cobra regarding shipment of bulk material to the lyophilization facility at least 2 months prior to initiation of the cGMP production of Lovaxin C in order to complete a facility audit.
15. Cell viability of cGMP bulk material post-production is the responsibility of Advaxis. Cobra has suggested a development program to address this issue prior to initiation of cGMP manufacture of Lovaxin C.
16. Cobra's prices are exclusive of any applicable VAT and/or other sales/transaction taxes for which Customer shall additionally be liable and as such Cobra reserves the right to charge Customer for any such VAT and/or other sales/transaction taxes.
17. Cobra QC will not test any material until a signed release specification has been agreed upon by both Cobra and Advaxis in a formal Quality/Technical Agreement executed in Stage 5.

ATTACHMENT 2

DRAFT RELEASE SPECIFICATIONS FOR FINAL DRUG PRODUCT

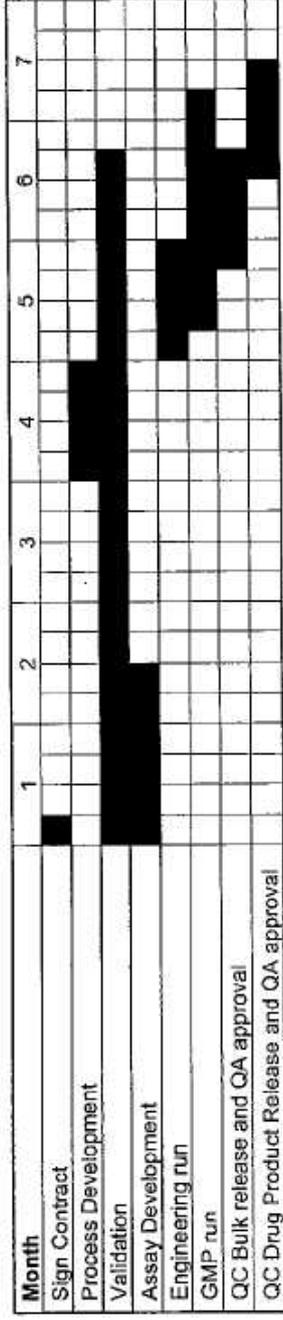
Test	Method	Specification
Purity	Subcontract	TBC
Viable Count	CBM 08	Report Result
Confirmation of Species using <i>Listeria</i>	CBM 31	Profile 6510 confirmed
Haemolysis Test	CBM 32	Alpha Haemolysis Positive
Appearance of Solution	QCSOP001	Free flowing solution, with cream coloured suspension
Potentiometric Measurement of pH	QCSOP002	pH 6.0 ± 0.5
Isotonicity of Solution	QCSOP020	270 to 550milliOsmol/kg
Macrophage Infection Assay	QC SOP 100	Report Result
Western Blot for E7	QC SOP 101	Principal bands conform to reference
Western Blot for LLO	TBC	Principal bands conform to reference

ATTACHMENT 3

DRAFT RELEASE SPECIFICATIONS FOR FORMULATION BUFFER

Test	Method	Specification
Appearance of Solution	QCSOP001	Clear, colourless, free from particulate matter
pH of solution	QCSOP002	Report Result
Isotonicity of solution	QCSOP020	Report Result
Endotoxin content	QCSOP018	Report Result
Sterility	Subcontract	Pass

Estimated Project Schedule



Payment Table

Stage	Milestone	Cobra Deliverable	Price
	Capacity Reservation	Cobra will reserve the necessary resources for the project	£96,075
Stage 1	Process Transfer	Reference Page 4	£5,400
Stage 2	Process Validation and Shipping Qualification	Reference Page(s) 5, 6, 7, and 8	£52,900
Stage 3	Assay Development	Reference Page 8	£21,100
Stage 4	WCB Production	Reference Page 9	£25,900
Stage 5	Engineering Run	Reference Page 10	£48,900
Stage 6	5L cGMP Manufacture	Reference Page 10	£84,500
Stage 7	QC Release and QA Approval of Bulk DS	Reference Page 11	£17,900
Stage 8	QC Release and QA Approval of Final DP	Reference Page 12	£17,900
TOTAL			£ 274,500

Unless otherwise indicated, the payment table above does not include costs for raw materials, consumables, process-specific equipment, or third party testing (if required).



Confidentiality and Communication

This proposal has been prepared by Cobra for Advaxis. This proposal contains information proprietary to Cobra and must not be copied or otherwise distributed other than for the purpose of review by Advaxis, in accordance with the terms of the existing CDA.

All customer related information, including this proposal, will be treated in strict confidence. To further protect customer confidentiality, each client is assigned a unique identifying code that is used to refer to the client and the client's product throughout Cobra's facility. All client information is treated in the same manner as controlled documents.

Any questions regarding this estimate should be directed to:

Jason Rahal
Senior VP Business Development, North America
Telephone: 773.478.5334
Fax: 773.478.4221
Mobile: 773.865.2411
email: Jason.rah@cobrabio.com



Terms of Payment / Sign-off Sheet

Contract Number: O760

General Terms shall be based upon the Strategic Collaboration and Long Term Vaccine Supply Agreement ("the Agreement") dated October 31, 2005

Provision of Research and Development Technical Consultancy Services

Upon signature of this Service Proposal, reference number O760, Cobra Biologics Ltd., a wholly-owned subsidiary of Cobra Biomanufacturing Plc, will issue an invoice for £96,075 as a Capacity Reservation Fee for Cobra's resources used for the Lovaxin C project and Advaxis shall pay to Cobra such Capacity Reservation Fee payable by return wire transfer (Net Immediate).

Receipt of the payment will reserve the resources to conduct this program. Payments are non-refundable.

The terms and conditions of the "the Agreement" apply to this Service Proposal. Upon signature of this Service Proposal, this document automatically becomes a Service Schedule under "the Agreement", will be referenced: O760 and shall form a separate and distinct Contract under the umbrella terms of "the Agreement".

On commencement of the Services, each stage will be invoiced in accordance with the payment table. Such payments will be due 30 days from the date of the invoice.

Raw materials, process-specific equipment, and third party testing will be invoiced to Advaxis upon receipt of invoices by Cobra. Such invoices will be payable by return wire transfer (Net immediate).

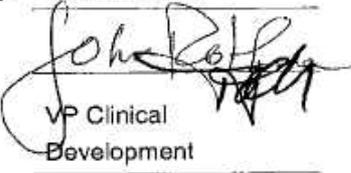
This proposal is valid until September 27, 2007.

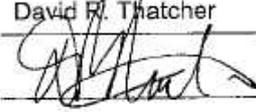
For: Advaxis, Inc.

For: Cobra Biologics Ltd

Accepted By: John Rothman

Accepted By: David R. Thatcher

Signature: 

Signature: 

Title: VP Clinical Development

Title: Chief Executive Officer

Date: _____

Date: 26th Sep 07

CONFIDENTIAL

20 September 2007

Appendix B

Technical/Quality Agreement

between

Vibalogics GmbH
Zeppelinstrasse 2
27472 Cuxhaven
Germany

- hereinafter referred to as Vibalogics -

and

Advaxis Inc.
Technology Centre of New Jersey
Suite 117
675 U.S., Route 1
North Brunswick, NJ 08902, USA

- hereinafter referred to as "Advaxis" -

Vibalogics and Advaxis are referred to individually as "a Party" or collectively as "the Parties".

Preamble

The Parties entered into a Master Service Agreement dated from April 17, 2008 and Project Agreement dated from May 06, 2008 (the "Agreement") under which Vibalogics will perform certain Services with regard to the proprietary bioengineered strain of *Listeria monocytogenes* known as Lovaxin C (Lm-LLO-E7) (the "Contract Product") and Advaxis will purchase the Services and certain quantities of the Contract Product from Vibalogics. The Contract Product will be used by Advaxis for research consistency and phase I / II clinical development purposes.

Without prejudice to the logistical and commercial terms set forth in the Agreement, Vibalogics and Advaxis intend to describe in this technical/quality agreement (the "Q-Agreement") the quality process applicable to the Services. In particular, this Agreement shall set forth the quality system responsibilities and expectations for the filling, packaging, labeling, storage and shipping of the Contract Product, including compliance with current GMP regulations.

This Q-Agreement hence constitutes the written agreement between Advaxis as the contract giver and Vibalogics as the contract acceptor in accordance with Article 12 of Directive 2003/94/EC (the "Directive"), § 9 (1) of the Ordinance on the Manufacturing of Medicinal Products and Active Pharmaceutical Ingredients (the "AMWHV"), "The rules governing medicinal products in the European Community, Volume IV – Good Manufacturing Practices ("EU-GMP-Guidelines") for medicinal products and relevant Annexes (e.g. 8, 13, 15, 16) and as the same may be amended or updated from time to time and further will also comply with USFDA regulations at 21 CFR 210 and 211.

Unless otherwise defined herein, terms beginning with capital letters shall have the meaning given to them in the Agreement.

Therefore, the Parties agree as follows:

§ 1
Subject Matter

1. During the term of this Q-Agreement Vibalogics shall undertake the Services as set forth in the Agreement to produce the Contract Product in accordance with the mutually agreed Manufacturing Instructions and Specifications listed in Exhibit 1 (List of documents for filling, control test and labeling of Contract Product). The provisions of this Q-Agreement shall apply to all Services performed by Vibalogics to Advaxis with respect to the Contract Product under the terms of the Agreement, unless otherwise provided for in this Q-Agreement, the Agreement or any appendices thereto. For the avoidance of doubt, the Q-Agreement does not apply to Services which do not have to comply with GMP standards.
2. The Parties shall specify in Exhibit 2 all persons to be addressed as contact persons for all quality and technical questions. Any change and/or alterations regarding such contact persons must be notified, if possible, reasonably in advance to the other Party in writing within seven (7) business days.
3. The Parties shall detail their respective responsibilities for the Contract Product substantially in the form of Exhibit 3.

§ 2
Standards and Requirements of Filling

1. Vibalogics confirms that it has the know how for filling and labeling of the Contract Product as agreed upon in this TQA-Agreement and the Agreement, that it has suitable manufacturing facilities, equipment and systems and a sufficient number of suitably qualified personnel for these purposes and that it holds a valid manufacturing authorization according to GMP Directive 2003/94/EC and will apply for a manufacturing authorization for the filling of the Contract Product (the "Manufacturing Authorization") according to §13 AMG (German drug law) if a relevant Manufacturing Authorization is not already issued. Any change in the place of filling of the Contract Product, including relevant changes made under the Manufacturing Authorization, requires the prior written consent of Advaxis. Vibalogics is obliged to inform Advaxis of any restriction to the Manufacturing Authorization with respect to the Contract Product covered by this Q-Agreement within seven (7) business days.

Appendix B

2. In performance of the Services, Vibalogics shall observe all applicable laws, regulations and recognized codes of practice, including but not limited to, the Directive, the AMWHV, the EU-GMP-Guidelines, and shall also comply with the USFDA regulations at 21 CFR 210 and 211 and any applicable environmental and safety laws and regulations, in particular such relating to the filling and labeling of the Contract Product and the storage, transport and disposal of any pharmaceutical waste arising from the filling of the Contract Product.
3. If Advaxis has special or new requirements for the Contract Product, it shall inform Vibalogics accordingly in writing. Such special or new requirements will only be implemented after consultation with and approval by Vibalogics. Any additional expenses related to such special or new requirements are borne by Advaxis.
4. Vibalogics shall maintain a quality assurance system that is in compliance with current EU GMP-Guidelines requirements and, as applicable, EMEA guidelines, FDA guidelines, and ICH guidelines on Quality.
5. Vibalogics shall be responsible for all activities relating to local regulatory authorities such as the German Labor Inspectorate ("Gewerbeaufsichtsamt") and the German Authority for handling of genetically modified organisms ("Gentechnikbehörde"). It is generally agreed between the Parties that Advaxis will be involved and whenever applicable consulted prior to Vibalogics' approach towards local regulatory authorities.
6. Advaxis shall be responsible for all activities relating to contact with federal regulatory authorities.
7. Vibalogics will support Advaxis, if requested, in any discussions with regulatory authorities; cost and time-lines for this will be negotiated in a discrete mutual agreement. Vibalogics agrees, herein, to provide any and all documentation required by either EU or US regulatory authorities pursuant to all regulatory submissions required in pursuit of regulatory marketing approval. For the avoidance of doubt, it is hereby clarified that the above stated obligations of Vibalogics shall in any event cease to exist after a period of three (3) years from the date hereof.
8. Vibalogics shall ensure that upon reasonable notice to and at times reasonably acceptable for Vibalogics, Advaxis and competent regulatory authorities are permitted to conduct all necessary audits/ inspections in connection with the filling of the Contract Product. Advaxis agrees to incur any reasonable expenses Vibalogics may have in case of an audit performed by the US FDA.

A list of approved and agreed subcontractors considered necessary for the manufacturing of the Contract Product and the responsibilities for audits of the subcontractors is given in Exhibit 8 of this Q-Agreement. Vibalogics will respond promptly in taking appropriate corrective and preventive measures indicated in any audit/inspection report issued by Advaxis and/or the competent authority following such an audit/inspection. Advaxis shall make available any audit/inspection reports prepared or received by Advaxis relating to any such audit/inspection.
9. Vibalogics will inform Advaxis of any inspection made or to be made by any competent authority and/or any comments made by such authorities that relates to the Contract Product. So far as permitted by law, Vibalogics may at its discretion procure the involvement of Advaxis in any such inspection, provided that nothing in this clause shall relieve Vibalogics of any of its obligations under this Agreement.
10. Advaxis will respect and comply with any reasonable business interests of Vibalogics in conducting or attending audits/inspections, including but not limited to confidentiality interests.
11. On request of Advaxis Vibalogics will make available any existing data and/or information related to the Contract Product that Advaxis may reasonably need for conducting investigations, compiling reports or regulatory purposes. Limited to the extent that respective Services have been

Appendix B

conferred on Vibalogics, Vibalogics shall keep any documentation related to the manufacturing and testing of the Contract Product in accordance with the applicable laws and regulations, in particular in accordance with the provisions described in part 1, 2 and 3 of the AMWHV. Vibalogics is responsible for qualification, maintenance and calibration of its facility and equipment according to the EU-GMP-Guidelines and AMWHV.

12. Vibalogics shall refrain from any activity that could adversely affect the quality of the Contract Product.
13. Each Party undertakes not to deviate from the procedures and specifications referred to herein without prior written consent of the other Party.

§ 3

Raw Materials

1. Vibalogics shall apply the specification of the raw materials as defined in Exhibit 1 (the "Raw Materials").
2. If not otherwise stated all Raw Materials are provided by Advaxis and shall be tested according to the specifications as defined in Exhibit 1 to confirm necessary identity. Vibalogics will not make any additional analytical tests of Raw Materials unless the Parties have agreed hereto in writing.
3. Raw Materials shall be used by Vibalogics on a first-in-first-out basis and shall not be used beyond expiry date.

§ 4

Packaging Material

1. Vibalogics shall apply the specification of the packaging materials (primary and secondary, as defined in Exhibit 1 (the "Packaging Materials") used in manufacturing the Contract Product.
2. Vibalogics shall be responsible for ensuring the proper quality of the primary Packaging Materials (vials, stoppers and flip-off caps). Vibalogics should purchase Packaging Materials only from vendors that are qualified and approved. Such materials must be assessed by Vibalogics with respect to quality and identity and released according to vendor's certificates of analysis. If Advaxis insists on purchase of Packaging Material from Vendors not qualified by Vibalogics, any costs related to the qualification for Advaxis' preferred vendor shall be borne by Advaxis.
3. Advaxis shall inform Vibalogics in writing of any changes to any of the primary and/or secondary Packaging Materials or labels.
4. Vibalogics shall ensure that printed Packaging Materials are clearly differentiated by using item codes and version numbers and that obsolete or superseded printed Packaging Materials are destroyed.

§ 5

Manufacturing Instructions and Records

1. Vibalogics shall provide in a timely manner the defined schedule and flow chart of manufacturing and analytical control.

Appendix B

2. The Manufacturing Instructions which may affect the quality of the Contract Product or any regulatory filings relating to the Contract Product are agreed and approved in advance by Advaxis in writing.
3. Vibalogics shall allocate the Date of Filling as the date of the final production step. The re-test and expiry date, if any, for Contract Product shall be allocated based on this date in mutual agreement.
4. Vibalogics shall be responsible for keeping records of environment and equipment usage, cleaning, raw material batch numbers, in process results and parameters. Vibalogics shall retain such documentation as described in this Quality Agreement.
5. Vibalogics is responsible for the validation of the filling process if Advaxis and/or competent regulatory authorities request such validation. The validation of the filling process shall be limited to the respective guidelines and regulations and to the filling of Contract Product intended to be used for clinical trials phase II. Vibalogics agrees that the filling process will comport with cGMP regulations of both the EMEA and FDA, and will provide for a period of three (3) years all required documentation in support of regulatory filings to these agencies. If any additional action of whatever nature has to be made in relation to the validation of the filling process, this must be agreed between the Parties in writing and will be at Advaxis' expense.
6. Vibalogics shall not rework or reprocess any batches and/or intermediate steps where parameters have exceeded the validation range or results are outside the regulatory specifications without Advaxis' prior written approval.
7. Vibalogics shall establish appropriate written cleaning procedures for manufacturing equipment and maintain records of each cleaning activity. Cleaning procedures will in due time have been validated according to a written protocol and validation report. The approach to validation of cleaning procedures applicable solely and specifically to the filling of the Contract Product should be agreed with Advaxis prior to commencement of validation activities. Costs for cleaning validation are borne by Advaxis.
8. Vibalogics shall compile a written manufacturing record in compliance with EU-GMP-Guidelines for each batch filled (the "Manufacturing Record"). Documentation to be required with each delivery includes the Batch Record and the Certificate of Compliance (CoC) as detailed in Exhibit 4.
9. Routine batch documentation will include:
 1. The Executed Batch Records and other relevant documentation including lists and executed documents of (if applicable)
 - a) Deviations
 - b) Out-of-Specification Results (OOS)
 - c) Changes
 - d) Investigations to Deviations or OOS
 2. Checklist for review and approval of all portions of the Executed Batch Records and Analytical Records.
 3. A Certificate of Compliance (CoC) for the Contract Product

Further Documents, if requested by Advaxis:

Vibalogics shall be responsible for providing Advaxis of the following documentation for each batch of Contract Product filled:

Appendix B

- a) Batch flow outline with schedule of all related production steps
- b) List of all materials and equipment if not included in batch record
- c) Results of all in-process controls
- d) Any charts or print-outs from equipment
- e) Completed analytical records
- f) Completed environmental monitoring records
- g) Full investigation and conclusions for any deviation, OOS or failure
- h) Accountability sheets (reconciliation of vials, mass balances, etc.)

All documentation shall be provided as hardcopies and electronically (CD-ROM, DVD), if not otherwise stated above.

10. Documents need to be archived over a period of seven (7) years (for clinical material) after filling of the batches by hardcopy and on CD-ROM, after which Vibalogics will contact Advaxis in order to decide whether the documents can be discarded, the archiving period can be extended on basis of a financial agreement or the documentation shall be transferred to Advaxis. Decisions upon further archiving or disposal are incumbent upon Advaxis only.
11. Vibalogics shall make available any existing data and/or information to Advaxis regarding the Contract Product necessary to ensure Advaxis' compliance with its regulatory filings. Nothing in this Agreement shall restrict the right of Advaxis to make such regulatory filings and amendments thereto.

§ 6

Quality Control

1. The analytical methods given in testing procedures as set forth in Exhibit 1 will apply. Any costs for adaptation of testing procedures or the preparation of new testing procedures will be at Advaxis' expense.
Subject to the placement of a respective order by Advaxis Vibalogics shall be responsible for the validation of the test instructions for the Contract Product.
2. Sample analysis order for internal and external analytical testing shall be organized by Vibalogics according to the established sample plan.

§ 7

Certificate of Analysis, Certificate of Compliance and Release

1. Vibalogics must prepare and approve a certificate of compliance (CoC) to cover all stages of filling (substantially in the form set out in Exhibit 4, or as otherwise agreed with Advaxis (the "Certificate of Compliance") for each batch of the Contract Product. The Certificate of Compliance will be signed by Vibalogics' Qualified Person.
2. A batch record review will be performed by Advaxis prior to batch release by the Qualified Person of Vibalogics.

Appendix B

3. The Certificate of Compliance must clearly indicate that the relevant batch of the Contract Product has been filled and/or packed under cGMP conditions using appropriate manufacturing instructions, that all appropriate documentation has been reviewed and approved in accordance with an established deviation procedure.
4. The Certificate of Compliance will serve as a Written Conformation as defined in Annex 16 of the EU GMP-Guidelines.
5. The implementation of Vibalogics' Certificate of Compliance or Batch Release Certificate of Vibalogics' Qualified Person into the dossier of the investigational medicinal product and the final release for clinical trials is the sole responsibility of Advaxis.

§ 8

Deviation, Change Control and Regulatory Compliance

1. Unless otherwise agreed, any planned change made to the filling of the Contract Product, including but not limited to the manufacturing facility, manufacturing process, batch size, specifications for packaging and Contract Product and supplier of primary Packaging Materials, which may affect the quality or performance of the Contract Product or exceed validation parameters or regulatory filings must be approved by Advaxis in writing, prior to implementation.
2. If critical deviations from the approved manufacturing process or In-process-Controls (IPCs) occur, the contact person at Advaxis should be informed within five business days from time of discovery. All deviations during the manufacturing have to be documented in accordance with a deviation procedure which is in accordance to Vibalogics' quality assurance system. If deviations were discovered after the production process, Vibalogics must inform Advaxis of all significant deviations within ten (10) business days from time of discovery. Critical deviations include testing or storage and any other material deviation which is likely to impact the quality, safety or efficacy of the Contract Product.

§ 9

Storage and Transport

1. The Contract Product must be stored and transported under appropriate conditions, in accordance with labeling requirements, to ensure that their quality will not be negatively impacted. Special conditions for storage of the Contract Product as agreed between the Parties are described in Exhibit 6.
2. Vibalogics shall notify Advaxis of any deviations from specified product storage and shipment conditions within ten (10) business days after time of discovery.
3. Vibalogics must store rejected Packaging Materials and any quantities of the Contract Product in segregated storage areas prior to disposal. Disposal or other non-GMP use of Contract Product has to be approved by Advaxis.
4. Notwithstanding the delivery terms specified in the Agreement, Vibalogics shall verify the cleanliness and the condition of the container in which the Contract Product is shipped from the Vibalogics' premises. This should be clean, secure and adequate to protect the Contract Product during the transport.

Appendix B

5. Retention samples for the primary packaging materials, secondary packaging materials, Raw Material and the product have to be kept by Vibalogics and retention samples from materials delivered by Advaxis have to be kept by Vibalogics over a period of six years.
6. Advaxis is responsible to provide the instructions for the transport and shipping. Vibalogics shall adhere to shipping instructions provided by Advaxis. Any shipments from Vibalogics to Advaxis or a third party defined by Advaxis will be performed Ex-Works according to Incoterms as published by the International Chamber of Commerce.

§ 10 Mutual Duty to Inform

1. The parties will inform each other without delay about batch recalls and complaints as far as the Contract Product and its starting materials and or their packaging are concerned.
2. Advaxis shall be responsible for handling recalls, complaints of third parties and any other activities in relation to third parties. Vibalogics shall, as expediently as possible and in due time, process and respond to product complaints reported by Advaxis. The technical clarification and internal operational investigation of complaints for the Contract Product shall be the responsibility of Vibalogics to the extent these complaints relate to the subject matter of this Q-Agreement. If Vibalogics receives complaints for the Contract Product directly from a third party, Vibalogics shall inform Advaxis within seven (7) business days from time of receipt. Both parties agree to provide appropriate cooperation and support to the other in clarifying the cause for the complaint.
3. Vibalogics and Advaxis shall arrange joint meetings as and when reasonably necessary for discussion of quality and technical aspects of the Contract Product.

§ 11 Subcontracting, Assignment

No Party may assign, transfer or subcontract any of its obligations under this Q-Agreement without the prior written consent of the other Party which consent shall not be unreasonably withheld. For the purposes of this clause, Advaxis herewith confirms its consent to the use of subcontractors as specified in Exhibit 8 and to the assignment of this Q-Agreement to any company affiliated with Vibalogics.

§ 12 Term and Termination

This Q-Agreement shall become effective with the date of the last signature. It shall have the same duration and conditions for termination as the Agreement in force between the Parties relating to the Contract Product.

§ 13
Governing Law, Settlement of Disputes

This Q-Agreement is governed by and shall be construed in accordance with the laws of Germany to the express exclusion of the UN-Convention on Contracts for the International Sale of Goods. All disputes which may arise out of or in relation to this Q-Agreement shall first be submitted to the senior managers of each Party. In the event that the senior managers cannot resolve the dispute within 60 days after submission to them, Advaxis will initiate legal proceedings against Vibalogics only in Hamburg/Germany, whereas Vibalogics will initiate legal proceedings against Advaxis only in North Brunswick, New Jersey/USA.

Article 14
Miscellaneous

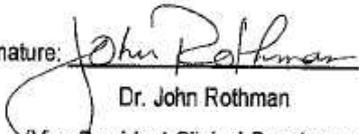
1. If either Party is affected by any circumstances beyond the reasonable control of that Party, including but not limited to, strike, lock-out or other form of industrial action (hereinafter "Force Majeure"), it shall forthwith notify the other Party of the nature and extent thereof. Neither Party shall be deemed to be in breach of this Q-Agreement, or otherwise be liable to the other, by reason of any delay in performance or a non-performance, of any of its obligations under this Q-Agreement to the extent that such delay or a non-performance is due to any Force Majeure of which it has notified the other Party. Neither Party shall have the right to cancel this Q-Agreement for any delay or default of the other Party in performing its obligations under this Q-Agreement if such performance is prevented by Force Majeure, provided the other Party makes all reasonable efforts to overcome the Force Majeure and to minimize the consequences of the Force Majeure, and resumes the performance of its obligations as soon as Force Majeure terminates. However, if the inability of the affected Party to fulfill its obligations continues for a period of 3 months, the Parties shall meet in order to examine in good faith whether such inability is expected to last for a longer period, and to search for solutions either to enable the affected Party to resume its obligations, or any other solutions to allow the implementation of this Q-Agreement. If no solution can be found, either Party shall have the right to terminate this Q-Agreement by notice to the other Party having immediate effect.
2. This Q-Agreement including Exhibits 1 to 8 represents the entire agreement between the Parties relating to the technical and quality aspects of the filling and testing of the Contract Product and shall supersede any previous agreement between the Parties relating to the same subject matter. This § 14 (2) shall not affect the validity of any agreements between the Parties concerning any other subject matter, including the Agreement.
3. Alterations or amendments to this Q-Agreement shall be made in writing signed by the appropriate representatives of each Party. The same applies to a waiver of the requirement of written form set forth in this § 14 (3).
4. In the event any terms and conditions of this Q-Agreement are or become invalid or unenforceable the remaining provisions of this Q-Agreement shall remain in effect. In such case, the Parties agree to replace the invalid or unenforceable provisions by a valid or enforceable one which most closely reflects their original commercial intent.

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Appendix B

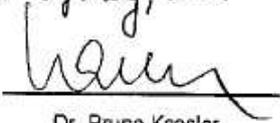
Advaxis Inc.

Date

Signature: 
Dr. John Rothman
(Vice President Clinical Development)

Vibalogics GmbH

Date 6th of May, 2008

Signature: 
Dr. Bruno Kaesler
(Managing Director)

Date 6th of May, 2008

Signature: 
Dr. Stefan Beyer
(Managing Director)

Appendix B

List of Exhibits:

- | | |
|-----------|--|
| Exhibit 1 | List of documents of raw and packaging materials for filling, control test and release of Contract Product |
| Exhibit 2 | Contact Persons and Key Personnel |
| Exhibit 3 | Definitions of Responsibilities |
| Exhibit 4 | Template for Certificate of Compliance |
| Exhibit 5 | Batch numbering and expiry date system |
| Exhibit 6 | Storage and transport conditions |
| Exhibit 7 | List of approved suppliers |
| Exhibit 8 | List of subcontractors |

PROJECT AGREEMENT 1

GMP-compliant filling of Lovaxin C to an amount of up to 5,000 vials (one batch)

by and between

Vibalogics GmbH, Zeppelinstr. 2, 27472 Cuxhaven, Germany

- hereinafter referred to as: "Vibalogics" -

and

Advaxis Inc., Technology Centre of New Jersey, Suite 117, 675 U.S., Route 1, North Brunswick, NJ 08902, USA

- hereinafter referred to as: "Advaxis" -

If both, Vibalogics and Advaxis, are meant, reference will be made to as "Parties".

Whereas, the Parties hereto have entered into a Master Service Agreement dated April 17, 2008; and

Whereas, Advaxis now wants to commission certain Services as defined in the Master Service Agreement and Vibalogics is prepared to render such Services.

Now, therefore, the Parties hereto agree as follows:

- (1) Advaxis hereby commissions and Vibalogics hereby accepts to render the Services as set forth in Appendix A hereto in line with the provisions of the Master Service Agreement.
- (2) With regard to the Services to be rendered, the Parties have agreed to the timelines for certain milestones and the project as also specified in Appendix A.
- (3) The remuneration for the Services rendered hereunder shall amount to:

EURO 84,800.

1..

- (4) With regard to the Services to be rendered, the Parties will also agree on the Technical Quality Agreement as has to be enclosed herewith as Appendix B.
- (5) If not specifically otherwise set forth herein, all Services will be provided in accordance with the provisions of the Master Service Agreement.
- (6) Provisions amending or in addition to the Master Service Agreement:

Strain:

- (6.1) The work as set forth in Appendix A will be carried out with the proprietary *Listeria monocytogenes* strain bioengineered be attenuated and to secrete a Listeriolysin O-HPV-16 E7 fusion protein hereinafter referred to as Lovaxin C (Lm-LLO-E7).

Scope and deliverables:

- (6.2) The work is listed in Appendix A and will be carried out in GMP clean rooms.
- (6.3) The work load as described in Appendix A is limited to one complete batch at the indicated scale. Any additional work needed for accomplishment of the Services and to be rendered by Vibalogics will be remunerated by Advaxis. Prior the commencement of any additional work the Parties have to agree upon the scope and prices.
- (6.4) The deliverables are defined in Appendix A.

Personnel:

- (6.5) Any members of Advaxis and/or consultants or personnel working on behalf of Advaxis who will enter Vibalogics' facility shall obey the rules and guidelines as defined in the Vibalogics Quality Assurance System. Prior to any work performed in the Vibalogics facility personnel will participate at a safety briefing describing the rules on the hazard and risk related to work in the Vibalogics. Advaxis personnel shall follow the instructions of Vibalogics personnel.

Prerequisites and responsibilities of Advaxis:

- (6.6) Advaxis will provide sufficient material which is necessary to render the Services.
- (6.7) Any analytical testing except routine bioburden, identification and appearance will be carried out by Advaxis or a third party contracted by Advaxis.
- (6.8) Advaxis warrants that any biological material is categorized as material of Biosafety level 2 or below and does not harm operating personnel if handled accordingly.
- (6.9) Vibalogics will use Advaxis material with high care and attention. In case of loss or damage of any material Vibalogics assumes no liability or warranty except in case of gross negligent acting.

Reporting and communication:

- (6.10) Any manufacturing reports including all results and raw data are exclusively delivered to Advaxis.

Timelines:

1..

(6.11) This project will start in May, 2008 and shall last until September, 2008, if drug substance is available in time. Advaxis will prove and accept any reports until October, 2008.

Payments:

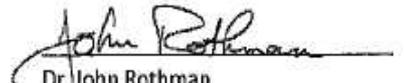
(6.12) Payments are due according to the provisions of the Master Service Agreement.

(6.13) Any costs for consumables, raw materials and dedicated equipment will be charged to Advaxis according to the provisions as set forth in the Master Service Agreement.

Cuxhaven, this _____ 2008

New Brunswick, NJ USA,
this 28th day of May, 2008

Dr. Bruno Kaesler
(Managing Director)
Vibalogics GmbH


Dr. John Rothman
(Vice President; Clinical Development)
Advaxis Inc.

Dr. Stefan Beyer
(Managing Director)
Vibalogics GmbH

Appendix A

Assumptions	<ul style="list-style-type: none"> ▪ Frozen bulk material in adequate aliquots provided by Advaxis / Cobra Biomanufacturing ▪ Bulk material is shipped with Certificate of Compliance and Certificate of Analysis ▪ Bulk material is ready to use; no formulation work required ▪ Incoming testing limited to identity and bioburden ▪ Shipping according Ex-works terms ▪ Vial type is DIN 2 R (2 ml) ▪ Label print layout provided by Advaxis ▪ Final release by Advaxis / Cobra Biomanufacturing
General items	<ul style="list-style-type: none"> ▪ Transfer and review of documents ▪ Risk analysis ▪ Correspondence with authorities ▪ Project specific facility management ▪ Project Management
GMP-compliant filling	<ul style="list-style-type: none"> ▪ Initial testing of organism and bulk material ▪ Establishing product, starting material and packaging material specifications ▪ Preparation of primary packaging material (washing, sterilization, depyrogenation, etc.) ▪ Filling of 5,000 2R vials using a semi-automatic filling line (room classification A in B) ▪ Filling to a volume of 1.2 ml/vial ▪ Sealing ▪ Labelling ▪ Intermediate storage, limited to two months ▪ Establishing of batch documentation (to be approved by Advaxis prior to manufacturing)
Testing	<ul style="list-style-type: none"> ▪ Visual inspection ▪ Purity on blood agar plates (BU) ▪ Identity ▪ Establishment and validation of monosepsis assay: <ul style="list-style-type: none"> - Preparation of validation plan including protocol and SOP - three (3) trials performed by two operators at two days - Spiking experiments with one bacterial species typical for the facility and one environmental bacterial species - Five different selective media will be used ▪ Monosepsis assay (routine)
Deliverables	<ul style="list-style-type: none"> ▪ Validation report ▪ Total number of vials filled in one batch, whereby an appropriate amount will be used for QC testing and as retention samples. One batch is limited to 5,000 2R vials ▪ Batch documentation ▪ Any and all documentation required for regulatory submission to both the FDA and EMEA
Time of Performance	<ul style="list-style-type: none"> ▪ May to September 2008, if drug substance is available in time

Appendix B

Technical Quality Agreement dated from equal date as this Project Agreement.

MASTER SERVICE AGREEMENT

CONFIDENTIAL

by and between

Vibalogics GmbH, Zeppelinstr. 2, 27472 Cuxhaven, Germany

- hereinafter referred to as: "Vibalogics" -

and

Advaxis Inc., Technology Centre of New Jersey, Suite 117, 675 U.S., Route 1, North
Brunswick, NJ 08902, USA

- hereinafter referred to as: "Partner" -

Table of Content

Art. 1	Definitions	2
Art. 2	Scope of the Agreement	5
Art. 3	Reporting	6
Art. 4	Rights / Inventions	7
Art. 5	Remuneration	8
Art. 6	Inspection and Audit	9
Art. 7	Term and Termination	9
Art. 8	Independent Contractor	10
Art. 9	Confidentiality	10
Art. 10	Representations and Warranties	11
Art. 11	Indemnification	12
Art. 12	Limitation of Liability	13
Art. 13	Applicable Law and Jurisdiction	13
Art. 14	Force Majeure	14
Art. 15	Miscellaneous	14

Whereas, Partner is a company engaged in the business of development of tumour vaccines based on recombinant bacteria of the species *Listeria monocytogenes* and wishes to have performed certain services which are offered by Vibalogics; and

Whereas, Vibalogics is a company active in the field of biotechnology, biopharmaceuticals and vaccines and provides research- and production services in this regard; and

Whereas, Vibalogics is willing to provide the services requested by Partner in accordance with the provisions as set forth in this Agreement and the individual contracts concluded hereunder;

Now therefore, the Parties hereto agree as follows:

Article 1

Definitions

Agreement	shall mean this Master Service Agreement including its Annexes, Schedules and Appendices and any amendment made thereto.
Affiliate	shall mean with respect to any entity or person, any other entity or person controlling, controlled by or under common control with such entity or person. For purposes of this definition, "control" shall mean the authority or power to direct the management and policies of any entity or person, and "controlling" and "controlled" shall be interpreted accordingly.
Change of Control	shall mean a change in ownership or control of a party effected through any of the following transactions: (i) the acquisition, directly or indirectly, by any person or entity or related group of persons or entities (other than by that party itself or an Affiliate of that party), of beneficial ownership of securities possessing more than fifty percent (50%) of the total combined voting power of that party's outstanding securities pursuant to such

transaction; (ii) a merger, consolidation, reorganization of a party or a similar business combination, in which beneficial ownership of securities possessing more than fifty percent (50%) of the total combined voting power of that party's outstanding securities are transferred to person(s) and/or entity(ies) different from the person(s) and/or entity(ies) holding those securities, directly or indirectly, immediately prior to such transaction; or (iii) the sale, transfer or other disposition (including exclusive license) of all or substantially all of a party's assets (including, IP rights which, in the aggregate, constitute substantially all of that party's material assets).

Confidential Information

means all information, whether in oral, written, graphic, electronic or other form (including copies thereof), disclosed by or on behalf of one party to this Agreement to the other party. In particular, Confidential Information includes, without limitation, project-related information; any trade secrets, inventions or research and development information; information related to the facility, equipment, technology, know-how, engineering or other data, processes or techniques; manufacturing, planning or marketing information, procedures or strategies or any financial or other business information of the Disclosing Party and/or any of its Affiliates, information which, if divulged to a third party, could have an adverse impact on the Disclosing Party and/or any of its Affiliates, or on any third party to which it or they owe a confidentiality obligation and all information which is marked or designated confidential or which, by its nature, is confidential. The Foreground IP, Results and the Reports shall be deemed and considered Confidential Information for any purpose whatsoever.

GMP

shall mean Good Manufacturing Process as defined in the applicable laws, rules and directives. Moreover, Vibalogics will also undertake reasonable

endeavours in order to provide compliance with US law and FDA guidelines.

Background IP

shall mean intellectual property and/or know-how controlled by a party prior to and during the existence of this Agreement; for the purposes of this clause, control means, possession of the right, whether directly or indirectly, and whether by ownership, license or otherwise, to assign, or grant a license, sub-license or other right to or under, such intellectual property or know-how without violating the terms of any agreement or other arrangement with any third party.

Foreground IP

shall mean intellectual property, rights, and/or know-how invented, conceived, developed or reduced to practice by Vibalogics for Partner during the existence of this Agreement, expressly excluding the improvement and further development of Background IP, and new IP which was developed in the course of but not in connection with or specifically for a Project.

Project Agreement

shall mean the individual contract concluded under the Agreement specifying the Services to be rendered.

Party, Parties

shall mean Partner and/or Vibalogics as the case may be.

Results

shall mean data, processes, methods, banks, cultures, and/or regulatory information, records, filing, and/or application; results, inventions and other information generated in the process of a Project.

Services

shall mean the GMP- and/or non-GMP-services provided by Vibalogics as defined in **Appendix 1**.

TQA

shall mean the individual Technical/Quality Agreement which will be concluded between the Parties in case GMP-services are provided.

Report means the written document prepared by Vibalogics under this Agreement for an individual Project and defined more in detail in the respective Project Agreement.

Article 2
Scope of the Agreement

- (1) Vibalogics hereby agrees to provide the Services requested by Partner for individual Projects (hereinafter referred to as "Project"). For each Project the Parties will mutually agree on Services to be provided by Vibalogics, i.e. the Parties will lay down in the Project Agreement the Services (e.g. GMP and/or non-GMP), timelines, prices and remuneration to be rendered under the scope of this Agreement on a case-by-case basis.
- (2) Partner is not obliged to commission Projects under the Agreement and Vibalogics is not obliged to enter into a Project Agreement or to provide the Services requested.
- (3) Vibalogics will render its Services under the Project Agreement in compliance with all applicable laws, rules and regulations, and in case of GMP-Projects namely, but not limited to, Article 12 of Directive 2003/94/EC, § 9 (1) of the Ordinance on the Manufacturing of Medicinal Products and Active Pharmaceutical Ingredients, and "The rules governing medicinal products in the European Community, Volume IV – Good Manufacturing Practices for medicinal products" and relevant Annexes (EU GMP guidelines) as the same may be amended or updated from time to time if applicable for the Project Agreement in question. Moreover, Vibalogics will also undertake reasonable endeavours in order to provide compliance with USFDA regulations at 21 CFR 210 and 211.
- (4) Vibalogics will obey insurance obligations and will comply with the standard of care internationally customary with regard to the Services.
- (5) In case Partner wishes to have additional Services which have originally not been foreseen for the Project Agreement in question, carried out by Vibalogics, the same shall be rendered by Vibalogics in accordance with the provisions of this Agreement, provided that the Parties have agreed on financial conditions and additional Services and have documented such conditions in a duly signed Contract or an Addendum to the Project Agreement.
- (6) Partner may supply Vibalogics if so requested under a Project Agreement with all

necessary material, information and data at its own cost and risk in a sufficient amount and according to the relevant time schedule agreed upon between the Parties. Such material, information and data shall be provided in accordance with all applicable laws, rules and regulations and shall be and remain the sole and exclusive property of Partner; material, information and data shall to the extent possible be returned to Partner immediately upon its request and upon termination of the relevant Project Agreement.

- (7) Partner warrants that it will comply with any statutory laws and regulations and any other provisions relating to the sale, distribution and marketing of the Contract Product, including that it will conclude statutory clinical trial and product liability insurance with respect to the product produced under a Project Agreement. Partner will provide to Vibalogics evidence of the conclusion of statutory clinical trial insurance and product liability insurance.
- (8) In case Vibalogics provides GMP-services, the Parties will conclude a TQA which will become part of the Project Agreement.
- (9) For all questions regarding the technical and quality aspects of the Services each Party will name competent contact persons which are listed in the TQA. Vibalogics shall not be obliged to provide Product Quality Reviews (PQR).

Article 3 Reporting

- (1) Upon finalization of the Project Agreement or upon times as agreed upon in Appendix I Vibalogics will provide Partner with Reports concerning the conduct of the Services, the outcome thereof and any additional data and/or information related thereto.
- (2) Reports shall be deemed accepted by Partner 20 working days after receipt thereof. Within the 20 working day period Partner may request Vibalogics to adapt or further elaborate the Reports. The adapted Report will be provided by Vibalogics within 20 working days.
- (3) Unless otherwise agreed in writing with Partner, GMP-related data and Reports will be stored by Vibalogics for 5 years, any other data for three years.
- (4) Vibalogics shall allow Partner to inspect and audit the original records of the data upon prior notice given by Partner.

Article 4
Rights / Inventions

- (1) **Background IP.** Each party retains and shall own all of its rights, title and interest in and to all of its respective Background IP.
- (2) **Foreground IP.** The Results and any and all Foreground IP shall be the sole and exclusive property of Partner. Vibalogics hereby assigns, transfers and conveys, and will assign, transfer and convey to Partner all of its rights, title and interest in and to any Results and Foreground IP. Vibalogics agrees to execute and have executed by relevant personnel and individuals all oaths, assignments, inventors' declarations and other relevant documentation (at Partner's reasonable expense) reasonably necessary to effect the transfer of ownership contemplated under this Article 5. In addition, Vibalogics shall support and assist Partner in all matters relating to filing, prosecuting and enforcing patents and patent applications on the Foreground IP, at Partner's expense. For the avoidance of doubt it is hereby expressly clarified that the improvement and further development of Background IP, and the development of new IP which was developed in the course of but not in connection with or specifically for a Project is neither Foreground nor Background IP. Such IP shall exclusively vest in Vibalogics.
- (3) **Licenses.**
 - License to Vibalogics' Background IP. Vibalogics hereby grants and will grant to Partner a worldwide, perpetual and irrevocable, non-transferable (except in a Change of Control Event of Partner) and sub-licensable right and license under Vibalogics Background IP which is anticipated to be required in order to exploit the Results or Foreground IP for the sole purpose of exploiting the Results and/or the Foreground IP. The term of the license to Vibalogics' Background IP is limited to the term of this Agreement.
 - License to Partner's Background IP. Partner hereby grants to Vibalogics a worldwide, non-exclusive, royalty-free, fully-paid-up, non-transferable and non-sublicensable license to use Partner's Background IP for the sole purpose of performing and providing the Services under this Agreement and only during this term.
- (4) **No other rights.** Except as expressly set forth in this Article 4, neither party shall be deemed to grant, whether by implication, estoppel or otherwise any right, license or ownership to any of its technology or IP rights which are hereby reserved by each party.
- (5) **For clarification:** Partner reserves title in the physical property of the materials produced under the respective Project Agreements, data etc.

**Article 5
Remuneration**

- (1) Vibalogics shall be entitled to a remuneration which will be agreed upon between the Parties for the individual Project Agreement and the Services provided hereunder.

Vibalogics shall send invoices to:

Mr. Fred Cobb
CFO
Advaxis, Inc
675 Route 1
Suite 113
North Brunswick, NJ 08902
USA

- (2) Notwithstanding the foregoing Partner agrees to pay Vibalogics the remuneration for milestones and work packages of Services as follows:
- a) 50% upon beginning with a milestone or work package of Services for the relevant Project Agreement;
 - b) 30% upon finalization of the milestone or work package of Services;
 - c) 20% upon acceptance of the respective Report.

Payments are effective 30 days after receipt and date of invoice.

- (3) In case Vibalogics supplies the material and equipment needed for the accomplishment of Services for the Project Agreement, Partner will bear the costs for the material and equipment plus an additional overhead expense. Net invoice amounts of below 500 Euro will be charged with a fee of 25% and amount above 500 Euro will be charged with a fee of 15%. Any and all such costs shall be subject to Partner's prior written approval. Vibalogics acknowledges that title to the material and equipment, the costs of which were borne by Partner, shall at all times remain with Partner and all unexploited material and equipment, the costs of which were borne by Partner, shall be duly furnished to Partner upon termination for any reason of this Agreement or any respective Project Agreement. Material, equipment, and installation and qualification of equipment, if applicable, will be billed to Partner quarterly.

- (4) Travel expenses and allowances shall subject to Partner's prior written approval. If approved, they shall be borne by Partner, provided that all relevant receipts are delivered to Partner.
- (1) In the event of early termination of this Agreement by Partner, other than due to Cause, as defined in Article 7 below, Vibalogics shall be entitled a remuneration/payment for all non-cancellable obligations, incurred prior to the date of termination, however at least 50% of the remuneration due under a commissioned milestone based work package of the Project Agreement.

Article 6
Inspection and Audit

- (1) Inspection Rights. Partner's representatives may upon written notice, during normal business hours and without undue disruption of Vibalogics' normal business practices, visit and/or inspect any facilities where the Services are being performed. Vibalogics shall use reasonable efforts to cooperate with Partner with respect to any visits and/or inspections.
- (2) Audit. During the term of this Agreement, Partner, after providing at least thirty (30) days prior written notice to Vibalogics, but no more than twice per year, shall have the right, at its own cost and expense, to audit Vibalogics records solely with respect to this Agreement and specifically with regard to expenses incurred and work performed regarding the Services. In the event that any examination of such records reveals an error exceeding 5% (five percent) of the total sums paid to Vibalogics, the cost of such inspection and audit shall be borne by Vibalogics. Notwithstanding the expiration or termination of this Agreement such inspection may take place until all outstanding claims have been settled to the satisfaction of the parties hereto.
- (3) Vibalogics will allow Partner and competent authorities to perform quality audits against pre-agreed standards, e.g. Commission Directive 2003/94/EC.

Article 7
Term and Termination

- (1) This Agreement shall come into full force and effect upon signature hereof and shall remain in full force and effect for a period of two years. Thereafter it will automatically be prolonged for one year periods unless it has been terminated in accordance with para. (2) below.

- (2) Each party shall be entitled to terminate this Agreement for any reason whatsoever by giving the other party with one hundred thirty five (135) days prior written notice. In addition, either party may terminate this Agreement in the event of Cause, as defined below. For the purpose of this Agreement "Cause" shall mean the following circumstances and conditions:
- if the other Party files a petition of insolvency, or enters into an agreement with its creditors, or applies for or consents to the appointment of a receiver or trustee; or
 - if the other Party is in breach of any of its material obligations or warranties under this Agreement, including any payment and/or delivery obligations, and if, upon written notice, the defaulting Party has not remedied such breach within thirty (30) days from the receipt of such notification.
- (3) It is understood and agreed that the termination for any reason of this Agreement shall result in the immediate termination of all the respective Project Agreements, then in effect, unless the parties expressly agree otherwise in writing. It is further understood and agreed that the termination for any reason of a respective Project Agreement shall not affect the validity of this Agreement, which shall remain in full force and effect, unless expressly agreed otherwise by the parties in writing.

**Article 8
Independent Contractor**

- (1) Vibalogics shall be deemed to be and shall be an independent contractor and as such Vibalogics shall not be entitled to any benefits applicable to employees of Partner.
- (2) Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither Party shall be bound by acts or conduct of the other Party.

**Article 9
Confidentiality**

- (1) The Parties agree to keep secret and not to disclose Confidential Information to any third party.
- (2) The Parties further agree that they may only use such information for the purpose of carrying out the Services under this Agreement and for the Project Agreements. The

confidentiality obligation as set forth above shall not apply to information which the disclosing Party can prove:

- a) was already known at the time of receipt;
 - b) was at the time of receipt already in the public domain;
 - c) will enter the public domain after disclosure without wrongful act of Partner.
 - d) was disclosed to the receiving Party by a third party, who may to the best of the receiving Party's knowledge lawfully do so under no obligation of confidentiality;
 - e) is required to be disclosed by law or court order, provided that notice thereof is promptly delivered to the other Party in order to provide for an opportunity to challenge or limit such disclosure obligation.
- (3) Confidential Information may be disclosed to third parties only upon prior written approval of the respective other Party and in case that such third party has a need to know and is bound by a confidentiality obligation with at least the same standards like the one between the Parties. In case Confidential Information is disclosed to Lohmann Animal Health GmbH & Co. KG, the approval of Partner shall be deemed given.
- (4) Neither Party will use the name of the other Party or any of the other Party's employees for advertising and/or publicity purposes without its or their respective written consents.
- (5) The obligation of confidentiality and non-use as set forth above shall survive the termination or expiration of this Agreement for a period of 10 years.

Article 10 Representations and Warranties

- (1) **Mutual Representations and Warranties.** Each party hereby represents and warrants to the other party that:
- (a) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder; and
 - (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.

- (2) **Vibalogics Representations and Warranties.** Vibalogics hereby represents and warrants that:
- (a) The Services are and shall be provided in compliance with all applicable laws, rules and regulations and with the standards of care internationally customary. Unless otherwise expressly agreed in an individual Project Agreement, Vibalogics does not warrant a certain success – scientifically or commercially – of the outcome of the Services provided. Moreover, Vibalogics makes no warranties that the content of Services will not infringe any Intellectual Property of a third party.
 - (b) For the avoidance of doubt it is hereby expressly clarified that non-GMP batches may not be used with human beings. Vibalogics excludes any liability for a violation of this provision.
 - (c) To the best of Vibalogics' knowledge, the Results created by Vibalogics and the Foreground IP and Vibalogics' Background IP needed for their exploitation, if any, do not and will not infringe any patents, copyrights, trademarks, or other intellectual property of any third party, nor has any claim (whether or not embodied in an action, past or present) of such infringement been threatened or asserted, nor is such a claim pending, against Vibalogics (or, insofar as Vibalogics is aware, any entity from which Vibalogics has obtained such rights);
 - (d) Vibalogics has the ability, knowledge, and skill to perform all its duties under this Agreement.
 - (e) Vibalogics warrants that the Services shall be performed and the Results and the Foreground IP shall be prepared in a manner in accordance with the provisions of the respective Project Agreements and with utmost professional diligence and skill, and that Vibalogics shall perform all of its duties under this Agreement and under the Project Agreements, if any, in compliance with applicable law.

Article 11
Indemnification

- (1) Vibalogics will indemnify Partner and its directors, officers, agents, and employees for, and hold them harmless against any liability, loss or damage they may suffer as the result of claims, demands, costs or judgments against them arising out of (i) Vibalogics' gross negligence or wilful misconduct in performing its activities under this Agreement and any Project Agreement; and/or (ii) arising out of a breach or violation of the

representations and warranties under this Agreement or any Project Agreement. Partner agrees to notify Vibalogics as soon as it becomes aware of any such claim.

- (2) Without limiting Vibalogics responsibility under sub-clause (1) above, Vibalogics shall insure with a reputable insurance company against all loss and damage specified in sub-clause (1) above and all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto and shall produce to the Partner such policy of insurance and receipts for premiums in respect thereof if called upon to do so.

Article 12

Limitation of Liability

EXCEPT FOR EITHER PARTY'S BREACH OF ARTICLE 10 (CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE ARISING OUT OF THIS AGREEMENT OR THE USE OF THE RESULTS OR THE SALE OF PRODUCTS BASED ON OR INCORPORATING THE RESULTS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF WARRANTY, CONTRACT, TORT (INCLUDING THE POSSIBILITY OF NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND EVEN IF THE PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN ADDITION, VIBALOGICS SHALL BE LIABLE IN CASE OF GROSS NEGLIGENCE AND WILLFULL MISCONDUCT ONLY. MOREOVER, VIBALOGICS OVERALL LIABILITY SHALL IN ANY CASE BE LIMITED TO THE REMUNERATION TO BE PAID UNDER THE RESPECTIVE PROJECT AGREEMENT AFFECTED. THIS LIMITATION DOES NOT APPLY IN CASE OF WILLFULL MISCONDUCT. MANDATORY PROVISIONS REMAIN UNAFFECTED.

Article 13

Applicable Law and Jurisdiction

- (1) This Agreement shall be interpreted and governed by the substantive laws of Germany without regard to conflict of law principles. In case of any disputes arising out of or in connection with this Agreement or any Project Agreement, Partner will initiate legal proceedings against Vibalogics only in Hamburg/Germany, whereas Vibalogics will initiate legal proceedings against Partner only in North Brunswick, New Jersey/USA.
- (2) In case of any disputes concerning the "standard of care internationally customary", an independent laboratory shall decide the questions in dispute. The competent laboratory will be appointed by the Parties in the Project Agreement.

Article 14
Force Majeure

- (1) Vibalogics shall not be liable for any consequences resulting from or out of force majeure of any kind, such as unforeseeable disruption of production, dispatch of shipment, fire damage, flooding, unforeseeable shortage of labor, energy, raw material or supplies, strikes, lockouts, acts of government or any other hindrances beyond its control.
- (2) Except where the nature of the event of force majeure shall prevent it from doing so, Vibalogics shall notify Partner in writing as soon as it becomes aware of the occurrence of the same and shall in every instance, to the extent it is capable of doing so, use all reasonable effort to remove or remedy such cause.
- (3) If the event of force majeure prevails, or is expected to prevail for a period of 30 days or more, the Parties will meet and discuss means for overcoming any difficulties resulting from force majeure.
- (4) Notwithstanding paragraph 3 above, if Vibalogics is prevented from performing its obligations under this Agreement for a continuous period of sixty (60) days due to an event of force majeure, this Agreement may be terminated by Partner effective upon written notice to Vibalogics.

Article 15
Miscellaneous

- (1) This Agreement constitutes the entire Agreement between the Parties relating to the subject matter hereof and all prior proposals, discussions and writings by and between the Parties with respect to the same are superseded hereby.
- (2) No modification, change, alteration or addition to this Agreement shall become effective unless made in writing, properly executed by authorized representatives of both Parties, and identified as an amendment to this Agreement. This shall also be applicable for any modification, change, alteration or addition to this clause.
- (3) If any term or provision of this Agreement shall be held invalid or unenforceable, the remaining terms hereof shall not be effected but shall remain valid and enforceable to the fullest extent permitted by law. The Parties hereto shall use their best efforts to

substitute such invalid or unenforceable provision by a valid, legal and enforceable provision, which, insofar as practicable, is in line with the economic purpose of the invalid or unenforceable provision.

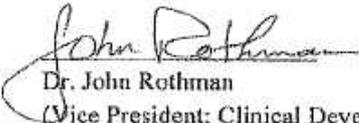
- (4) Vibalogics shall not assign this agreement or any part of the Services or subcontract or delegate any of its obligations without Partner's prior written consent and subject to Partner's written approval of the subcontract's identity and the terms of the subcontract agreement executed between Vibalogics and said subcontractor. If parts of the Services are subcontracted, Vibalogics shall at all times remain fully responsible for the performance of any subcontractors hereunder and for all acts and omissions thereof.
- (5) Partner shall be free to assign this Agreement in its sole discretion to its Affiliates or to an entity that acquires a majority of the assets of Partner to which this Agreement relates or all in case of a Change of Control Event of Partner. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their successors and assigns.
- (6) Vibalogics shall not during the period of this Agreement and for six (6) months thereafter, approach, or induce with offers of employment, directly or indirectly, any Partner staff it comes into direct contact with in performing its duties under this Agreement without Partner's prior written agreement.
- (7) Vibalogics agrees and undertakes to procure that during the period of this Agreement any Vibalogics personnel involved in the provision of the Services shall not, without Partner's prior written consent, engage in any business which involves the manufacture of a *Listeria* based formulation for therapeutic use.
- (8) Each Project Agreement shall be automatically deemed to include all the terms and provisions of this Agreement and all capitalized terms which are defined in this Agreement shall have the same meaning in each respective Project Agreement, provided that: (a) the parties may otherwise agree in writing, and (b) whenever the provisions of a respective Project Agreement conflict with the provisions of this Agreement, the provisions of the respective Project Agreement take precedence over the provisions of this Agreement but only for the purposes of that Project Agreement and the provisions of this Agreement are not otherwise amended, modified, cancelled, waived or released.

CONFIDENTIAL

Cuxhaven, _____ 2008

North Brunswick, 7-APR- 2008

Dr. Bruno Kaesler
(Managing Director)
Vibalogics GmbH



Dr. John Rothman
(Vice President; Clinical Development)
Advaxis Inc.

Dr. Stefan Beyer
(Managing Director)
Vibalogics GmbH

The Sage Group



"Sage Group is a leader in the provision of strategic, transactional and funding advice to health care companies in the diagnostics, medical device, pharmaceutical, biotechnology, life science and analytical instrument fields."

**PROGRAM TO PARTNER THE
ADVAXIS ONCOLOGY VACCINES**

Prepared Exclusively For

ADVAXIS
technology in immunotherapy

By

THE SAGE GROUP, INC.

3322 Route 22 West, Building 2, Suite 201
Branchburg, NJ 08876
Tel. 908-231-9644 Fax 908-231-9692

December 8, 2008

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OVERVIEW

SITUATION ANALYSIS: ADVAXIS, INC.

Advaxis, Inc. ("Advaxis") is an emerging biotechnology company that is developing therapeutic anticancer vaccines using *Listeria monocytogenes*, a bacterium that causes food poisoning. *Listeria* is found commonly in food but does not cause disease because the body normally mounts a very strong cell mediated immune response. This is precisely the type of immune response that can be used to kill cancer cells.

Listeria is a strong stimulant of both the innate and learned immune systems. It infects Antigen Presenting Cells (APCs), a critical step in the learned immune system. Advaxis uses a modified *Listeria* to deliver a fusion protein consisting of the specific cancer antigen and Listeriolysin O (LLO). The LLO acts as a "super adjuvant" enhancing immune response.

This technology, developed by Dr. Yvonne Paterson, was spun off to Advaxis by the University of Pennsylvania in 2002. Advaxis went public in 2004 through a reverse merger with a shell. The company has received \$11.5 million in grants and has 18 issued and 62 pending patents. Advaxis has a strong management team lead by Tom Moor and Dr. John Rothman.

Advaxis has developed three lead products based on this technology: Lovaxin C for HPV associated cervical and head and neck cancers, Lovaxin B for HER2/neu associate breast cancers and Lovaxin P for prostate cancer. All of the Advaxis vaccines have shown outstanding pre-clinical results, including close to 100% activity with complete tumor clearing of pre-existing tumors in 50-100% of normal animals, 100% activity, with tumor clearance of 25-50% in different experiments in transgenic animals, the most difficult model to treat and responding animals show long term immunity. Re-inoculated tumor cells no longer grow, even after several months.

A Phase I clinical trial has been conducted for Lovaxin C in Stage IVB cervical cancer patients. While not designed to show efficacy, Lovaxin C patients had a survival rate of 53% as against the standard of 5%. 23% of the patients were alive after 722 days. Advaxis plans 4 Phase II trials on

Lovaxin C in 2009 and a Phase I trial of Lovaxin P. The company would like to find a partner to support these studies.

THE SAGE GROUP

The Sage Group ("Sage") commenced operation at the start of 1995 as a senior-level health care strategy consultancy. Sage's capabilities fit well with Advaxis's needs. The principals of Sage are all highly experienced healthcare executives, each of whom has hands-on industry backgrounds and substantial transaction experience.

The Sage Group has a particular expertise in the field pharmaceuticals, the result of the decades of experience of its principals as operating executives (founders, CEO's) and advisors on hundreds of analyses, assessments, and transactions in the fields. This experience, coupled with the transaction expertise The Sage Group has offers Advaxis a unique and relevant set of skills and capabilities.

In addition to their general healthcare experience, the Sage principals have specific experience in the field of oncology, including cancer vaccines.

Due to its focus on corporate transactions, Sage has developed and nurtured a broad array of senior level contacts throughout the international healthcare industries. Through these contacts we are able to optimize the time consuming process of introducing new opportunities to a vast array of potential partner "Targets".

Sage has the skill base, resources, and practical industry experience to make it well suited to the task at hand for Advaxis and can cover the U.S., Europe and Japan with senior people in all three locations.

The focus of The Sage Group is almost exclusively on small technology-based, healthcare companies. It assists these companies to find the most value-enhancing strategies and to implement them, particularly when the implementation involves a transaction, a license, an alliance, a sale or merger, an acquisition or divestiture. Although the combination of Sage's focus, strategic expertise, and transaction experience is rare, its methods are fundamental, practical and proven effective. Moreover, the six Sage principals would work directly with Advaxis; there are no "juniors" to whom a client would be assigned. You get a team of experienced executives added to your staff to accomplish a specific task.

THIS PROPOSAL

Sage partner Chuck Casamento has had a long standing relationship with Kit Jennings, John Dalfonsi and Russ Nudelman, investment bankers at Roth Capital Partners. Roth Capital Partners assisted Chuck Casamento when he took Osteologix public by merging with a public shell company and completing a side by side financing for Osteologix. In late October, 2008 Roth contacted The Sage Group and advised that they had a relationship with Advaxis and were impressed with the company. They advised that Advaxis wishes to do a partnership with a pharmaceutical company for

the purpose of supporting the development and eventual marketing of Advaxis products. On November 26 a conference call was held between the Advaxis management and Chuck Casamento, Doug Hulse and Dan Tripodi, all Sage partners. As a result of that conversation it was decided that The Sage Group would prepare a proposal for assisting Advaxis with this endeavor.

OVERVIEW OF THE SAGE GROUP'S TRANSACTION PROCESS

Sage would begin this assignment by meeting with Advaxis's management in order to gain a complete understanding of Advaxis's products, technology, intellectual property position (strengths and weaknesses), applications, stage of development of new products, resources, management, and other factors related to Advaxis's business. This provides Sage with the key elements of the Information Memorandum, which should clearly state what the opportunity is and why it is valuable.

Simultaneous with the preparation of the non-confidential Information Memorandum, a Target Control Sheet is developed. This Control Sheet identifies every company that Sage can identify as being potentially interested in partnering oncology vaccines. Sage works hard to make this list specific to the opportunity. To do this, Sage draws largely from contacts it has developed and used over the years augmented by the experience of its principals, Senior Directors and Advisors. This Control Sheet contains the names of the companies that are the Targets, the prime individual in each company, and the address, phone number, fax number, email, etc.

When the Information Memorandum is completed with interaction with and final approval from Advaxis management, it is transmitted to the final Target Control Sheet. The Control Sheet controls our activities and acts as a means of communication with Advaxis.

After the Information Memorandum is transmitted to the Targets, Sage sends follow-up emails and makes phone calls to affirm receipt of the document and to learn whether and to whom it might have been passed. The results of these follow-ups are entered daily on the Control Sheets, which would be sent to Advaxis at periodic intervals and discussed with Sage.

Sage's next task is to separate the Targets, identifying those that are interested from those that are not. This process is usually completed in 90 to 120 days, whereupon a smaller group of interested Targets is identified.

The task, at that point, is to create a healthy, but not threatening, competitive environment among at least two, preferably more, interested Targets. This requires good listening skills and rapid reaction to events and needs. Sage's knowledge of the industry and specific company strategies also is invaluable in this process.

At some point confidential information, will be required and this requires that an approved CDA be in our system beforehand. Sage will work closely with Advaxis on this CDA. Sage manages the process of getting these approved and then sending the confidential information. Various factors will make the interested Targets obvious, either because of their expression of desire, reaction time, magnitude and type of structure, etc. From those Targets, Sage seeks to negotiate terms of a partnering arrangement to submit to Advaxis.

Once an offer is accepted, Advaxis may be asked to "standstill", meaning not continue discussions with other parties. Shortly thereafter, a binding agreement is drafted, usually by the Target, and submitted to Advaxis. Sage remains involved through the entire process including execution.

OBJECTIVES

The primary objective of this proposal is to assist Advaxis in the partnering of its oncology vaccine programs and vaccine technology, with particular emphasis on Lovaxin C.

In order to achieve this primary objective, several intermediate objectives must be achieved. These include:

- Obtain a better understanding of its vaccine programs and technology, its intellectual property, stage of development, competitive positioning, Advaxis's expectations, and related information.
- Prepare an Introductory Letter and an Information Memorandum that contain the salient information about and a statement of Advaxis's primary objective.
- Drawing from Sage's extensive, global list of companies and contacts, the preparation of a Control Sheet containing companies that are potential partners ("Targets"). The Control Sheet will contain the names and coordinates of key contacts in those companies and ultimately information about Sage's interaction with these Targets.
- Assistance in the preparation of a Target-friendly, yet effective, Confidentiality Agreement (CDA) which can be sent to interested Targets.
- Assistance in the preparation of presentation materials to be used with Targets.
- Assistance in the preparation of a list of confidential due diligence materials that Targets are likely to want and which can be provided to them following execution of the CDA.
- Management of this endeavor:
 - Transmission of the Information Memorandum
 - Follow-on/follow-up contacts with Targets
 - Assessment of level of Target interest
 - Management of CDA's
 - Facilitation of Target interactions for further technical and other information discourse
- Identification of the most interested Targets.
- Identification and assessment of comparable transactions.

- Initiation of discussions regarding likely terms and timing with interested Targets.
- Guidance and active participation in negotiating and consummating a Transaction.
- Management of the process of obtaining offers and the assessment of these with respect to value, likelihood and speed of closing.
- Working with Advaxis and its counsel, assistance in preparing of the agreements and related documents and closing the Transaction.

WORKPLAN

In order to achieve the objectives as defined in the previous section, The Sage Group will undertake the following actions:

- Conduct a meeting with Advaxis's senior management to:
 - Assess the current state of the technology and products.
 - Review Advaxis's intellectual property related to their vaccine programs.
 - Review the clinical and regulatory history and future plans for the vaccine programs.
 - Identify competitive technologies/products.
 - Review commercial and related contracts including manufacturing agreements, staff, etc.
- Draft, review with Advaxis, and produce an Introductory Letter and an Information Memorandum that sets out the key information related to the vaccine programs, and which positions them in the market.
- Discuss with Advaxis all previous contacts and identify, in conjunction with Advaxis, all Targets.
- For the management of Target contacts, search Sage's databases and prepare a Control Sheet for the endeavor.
- Transmit the Introductory Letter and Information memorandum to all Targets.
- Conduct all efforts to contact, follow-up and qualify Targets with respect to a Transaction. By means of the Control Sheet, update Advaxis on a regular basis.
- Manage the execution CDAs with interested Targets.
- Manage efforts to narrow the number of Targets to those having genuine interest, assess their level of interest, and determine the structure and terms of the Transaction.
- Assist management to prepare presentation materials for the asset.
- Identify a package of confidential materials for use with Targets.

- Identify, gather information and prepare to use information regarding comparable transactions.
- Manage, in conjunction with Advaxis, negotiations with the qualified Targets.
- Attend meetings with promising Targets.
- Manage the process, in conjunction with Advaxis and its lawyers, of negotiating and closing a Transaction.

STAFFING, TIME AND COSTS

STAFFING:

The core assignment team will consist of R. Douglas Hulse, Chuck Casamento, Dan Tripodi, Gordon Ramseier, Dr. William Mason in the EU and Yoshi Mizuta in Japan. To maximize the effectiveness of this endeavor, Wayne Pambianchi and the Senior Directors will actively support the core team and assist in the preparation of the Information Memorandum and the Control Sheet as well as participate in monthly meetings and provide advice regarding negotiating and closing a Transaction.

TIMING/TERMS/TERMINATION:

This assignment will commence on January 1, 2009 and require as long as 12 months to complete and thus this Agreement will have a term of 12 months ("Term") commencing upon the Effective Date of the Agreement. Either party may terminate the Agreement six (6) months after the Effective Date for any reason, provided thirty (30) days advance written notice is given to the other party. If there is not a termination at 6 months, the engagement will continue for an additional 6 month period. This Agreement may be extended beyond 12 months by mutual agreement of both parties.

PROFESSIONAL FEES:

The components of Sage's compensation are outlined below:

- **Monthly Fee** - Advaxis will pay Sage a fee of \$5,000 per month for the months of January, February, March and April of 2009 and \$10,000 per month until a total of \$120,000 has been paid, with the first payment due on January 1, 2009 and subsequent payments due at the beginning of each subsequent month.
- **Success Fee** - Advaxis will pay Sage a Success Fee of 5%. This fee will be paid at closing on all Consideration received by Advaxis at closing and thereafter, within 10 days of receipt of any additional Consideration received by Advaxis. The Sage Group will be entitled to this Success Fee for any Transaction completed during the Term of the assignment or within twelve (12) months after the expiration of this Agreement. For any Transaction that occurs within 12 months following the end of this one year period, the Success Fee will be reduced by one half. Notwithstanding the above, Advaxis will pay Sage a Success Fee of 2.5% for any Transaction with ANZA Therapeutics (with or without the participation of Kleiner Perkins) or Tigris Pharmaceuticals completed by April 30, 2009. Any separate transaction between Advaxis and Kleiner Perkins not involving ANZA Therapeutics would be subject to the 5% Success Fee.

A "Transaction" is the partnering to a Target of Advaxis's vaccine products or technology or any license, alliance, cooperative or option agreement, joint venture, sales/distribution/marketing arrangement or agreement to reimburse Advaxis's R&D expenses net of actual R&D expenses incurred by Advaxis other structure involving Advaxis's vaccine products or technology or the sale of a majority of the Advaxis's stock or assets.

A "Target" is any entity identified by Sage and/or Advaxis and/or its Board before or during the Term of this Agreement. For clarity and from extensive experience, it is agreed that Sage and Advaxis, including Advaxis's management and Board, will fully disclose all Targets it/they believe should be included.

"Consideration" is the cumulative total consideration including cash and other consideration such as securities, notes, etc. from the Transaction received by Advaxis and/or its owner(s) as upfront and milestone payments, R&D funding license fees, royalties, and other payments received by Advaxis.

EXPENSE REIMBURSEMENT:

In addition to the fees that may be payable to Sage hereunder and regardless of whether any Transaction is consummated, Advaxis agrees to reimburse Sage for legitimate reasonable out-of-pocket expenses incurred in connection with its activities under the Agreement including travel and related expenses, Federal Express charges, telephone, fax and the like. Sage will submit a monthly invoice, accompanied by support documents and copies of receipts where available. Prior approval of expenses expected to exceed \$500 per event or activity will be obtained from Advaxis.

GENERAL

Relationship. It is understood that The Sage Group is an independent contractor in this engagement and does not act as Advaxis's agent. The Sage Group does not have the right to commit or bind Advaxis in any third party agreement. Advaxis shall have sole discretion to accept or reject any proposed transaction resulting from the efforts of The Sage Group. This engagement shall be exclusive to The Sage Group.

Use of Information. It is understood and agreed that all reports and other documents prepared by The Sage Group and provided to Advaxis pursuant to The Sage Group's duties hereunder shall be the confidential property of Advaxis and not The Sage Group. Advaxis acknowledges that all opinions and advice (oral or written) given by The Sage Group to Advaxis in connection with The Sage Group's engagement hereunder, are intended solely for the benefit and use of Advaxis in considering the matters to which they relate, and Advaxis agrees that no such opinion or advice shall be used for any other purpose beyond the transaction(s) contemplated by this Agreement or reproduced, disseminated, quoted or referred to at any time (including but not limited to a press release), in any manner or be made by the Advaxis without The Sage Group's express written consent, which consent shall not be unreasonably withheld.

Advaxis authorizes Sage to transmit or disclose information to prospective Targets describing Advaxis's assets such information which will have been reviewed and approved by Advaxis. Advaxis understands that in rendering services hereunder, Sage will be relying, without independent verification, on the accuracy and completeness of all information that is or will be furnished to Sage by or on behalf of Advaxis or any other party or potential party to any Transaction completed by this Agreement, and Sage will not in any respect be responsible for the accuracy or completeness thereof.

Liability of The Sage Group. In furnishing Advaxis with management advice and other services, neither The Sage Group nor any officer, director or agent thereof shall be liable to Advaxis or its creditors for errors of judgment or for any other act except willful malfeasance, bad faith or gross negligence in the performance of The Sage Group's duties, or reckless disregard of its obligations and duties under the terms of this Agreement. The Sage Group understands that it is not being asked to render a fairness opinion with respect to any proposed transaction.

It is further understood and agreed that The Sage Group may rely upon information furnished to it, reasonably believed to be accurate and reliable, and that, except as herein provided, The Sage Group shall not be accountable for any loss suffered by Advaxis by reason of Advaxis's action or nonaction on the basis of any recommendation, advice or approval of The Sage Group, its partners, employees, or agents.

Confidentiality. The parties will be bound a separate Mutual Confidentiality Agreement to be executed by the parties.

Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to principles of conflicts of law. Unless waived by the parties hereto in writing for the particular instance, the sole jurisdiction and venue for actions related to the subject matter hereof shall be the New Jersey state court. Both parties consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by New Jersey law.

Miscellaneous. This Agreement sets forth the entire agreement and understanding between the parties and supersedes all prior discussions, Agreements and understandings of every and any nature between them. This Agreement shall be binding upon Sage and Advaxis and the successors and assigns of both and any successor of any substantial portion of Advaxis and Sage's respective businesses and/or assets. This Agreement may not be assigned by either party except to any successor of any substantial portion of Advaxis and Sage's respective businesses and/or assets without the written permission of the other party

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers and/or representatives duly authorized on the day and year shown below, the Effective Date.

ADVAXIS, INC.

By: 

Name: Tom Moore

Title: Chairman

Date: 1/07/09

THE SAGE GROUP, INC.

By: 

Name: R. Douglas Hulse

Title: Executive Director

Date: 1/7/09

SERVICE AGREEMENT

This Service Agreement is entered into this January 1 day of January, 2008 by and between AlphaStaff, Inc., a Florida corporation (hereafter referred to as "AlphaStaff"), and Advaxis (hereafter referred to as "Client Company"), whose respective addresses are set forth below. The effective coverage for payroll, workers' compensation coverage and employment practices liability insurance is the _____ day of _____, 2008 (the "Effective Date"). If Client Company does not submit payroll on this date, the Effective Date will be the 1st day of the pay period for which the 1st payroll is processed, unless specifically identified herein."

AlphaStaff is in the business of providing HR outsourcing and co-employment services. Client Company desires that AlphaStaff provide those services, which are collectively described in this Agreement, in Schedule A and Schedule B and in any executed exhibits or addenda. Schedule C (the "General Terms Schedule") further contains additional provisions which are fully incorporated into this Agreement. The terms, conditions and provisions contained herein and in the attached schedules constitute one and the same document and are collectively referred to as "the Agreement."

In consideration for the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereby agree as follows:

Services and Fees. The Parties agree that AlphaStaff will provide those services described in this Agreement (hereinafter "Services") and pursuant to the terms and conditions set forth herein. The fees to be paid by Client Company for such Services are as set forth in Schedule A, any exhibit denominating fees for other than standard services and products and any addendum or modification thereto. All rates provided in Schedule A are billing fees and may include fees associated with the provision of services thereto. The fees set forth in Schedule A are subject to adjustment by AlphaStaff based upon changes in (i) local, state and/or federal employment and tax law, (ii) AlphaStaff or AlphaStaff providers' insurance requirements or costs, (iii) requirements of Work Site employees assigned to Client Company, (iv) increases in unemployment experience or rate or (v) changes in Client Company's payroll. In the event AlphaStaff provides written notice of an upward fee adjustment to Client Company and AlphaStaff does not receive a written notice of termination from Client Company within fourteen (14) days of notification of such fee adjustment as provided for in Section 10(b) of this Agreement, such fee adjustment shall be effective as of the date of notice unless otherwise specified by AlphaStaff. Client Company acknowledges and agrees that any decisions made relative to cancellation or termination of any insurance policies in effect prior to the effective date of this Agreement are the sole responsibility of Client Company.

Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of one year (the "Initial Term"), and shall be automatically extended for successive one year renewal terms unless either Party shall give written notice of its election not to renew this Agreement not more than 60 nor less than 30 days prior to the commencement of any renewal term (the Initial Term, together with all renewal terms, if any, shall be referred to as the "Term").

Payment Terms. Client Company agrees to pay all fees in accordance with the terms of this Agreement. Except as otherwise specifically provided, all fees shall be due and payable without set-off or claim. All funds due AlphaStaff are payable by wire transfer when due, or in a method and time acceptable by AlphaStaff. Payment shall have been deemed made only when AlphaStaff has received final, irrevocable cleared funds at its bank. In the event funds in the Client Company's account are insufficient to cover payments made, Client Company agrees to immediately transfer funds in the amount of the payment due to AlphaStaff by wire transfer. AlphaStaff may immediately demand that the guarantors, if any, make payment for any amounts Client Company does not pay when due. A late payment charge of one and one-half percent (1 1/2%) may be added to all accounts not paid when due. An unpaid balance will also be subject to periodic charge of one and one-half percent (1 1/2%) per calendar month (or such lesser interest amount if set by applicable law at a lower amount) until paid in full.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the Effective Date.

Client Company

Advaxis

By: [Signature]

Title: VP Finance

Street: 675 Kona One

City, State, Zip: North Brunswick, NJ

08902

AlphaStaff

By: _____

Title: _____

800 Corporate Drive, Suite 600

Fort Lauderdale, FL 33334

AlphaStaff Service Agreement SCHEDULE A

Company Name: **Advaxis**
 Street Address: Suite 117 675 US Rte 1
 City, State Zip: New Brunswick, NJ 08902

Number of Employees: 9
 Payroll Frequency: 26
 Estimated Annual Gross Payroll: \$1,395,000

First Pay Date: 1/8/09
 For Period: 12/22/08 To: 1/4/09
 Week Starts: (Day of Week:) Monday Ends: Sunday
 *Payroll Call In: Monday
 *Must be a minimum of three (3) business days prior to Pay Date

Payroll Delivery: 1/8/09

Billing Summary:

Workers Comp Codes (NJ)	3810	4571
Workers Comp Billing Fee	0.270	1.070
Tax Billing Fees		
FICA	7.650	7.650
FUTA	0.800	0.800
BUTA	3.000	3.000
Admin Billing Fee	0.800	0.800
Total Billing Fee	<u>12.520</u>	<u>13.320</u>
Post Cut Off Billing Fee	<u>8.720</u>	<u>9.520</u>

Pricing valid 90 days from Proposal Date.

Payment Terms:

- Reverse Wire: Will be initiated 2 days prior to the Pay Date.
- Wire Transfer: Must be received by 3:30 P.M. 2 days prior to the Pay Date.

(Client responsible for banking charges for Reverse Wire and Wire Transfer)

Dated this 15th day of December, 2008

Client Company:
 By: [Signature]
 Client Company Officer

AlphaStaff:
 By: _____
 AlphaStaff

SCHEDULE B
Standard Products and Services

Human Resources

- Needs Assessment Performed/Service Calendar Developed
- Forms Review & Revision
- Job Descriptions (For Core Positions)
- Mandatory Posters Provided for Existing Locations
- Analysis of Current Recruitment Practices & Recommendations
- Verifications of Employment
- Review of Employee Personnel Files For Compliance
- Creation/Revision of Employee Handbook/HR Reference Guide for Managers
- Employment Issues Counseling/Consultation
- Unemployment Claims Administration
- Facilitation of internal investigations for claims of harassment, discrimination and retaliation.
- Employee Assistance Program (EAP)
- EEOC Claim Handling and Mediation Assistance
- EEO1 Report Preparation
- Employment Practices Liability Insurance (EPLI) (Client Company Pays Deductible)
- Reduction in Force (RIF) Assistance
- Governmental Inquiries & Investigation Assistance
- 1-800 hotline for Employee Reports of Harassment and Discrimination
- FLSA Audit and Recommendations
- Human Resource Compliance Audit and Needs Assessment

Training

- Diversity/Sensitivity (for Employees and Managers)
- Performance Management (for Managers)
- Hiring (for Managers)
- Terminations (for Managers)
- Documentation and Discipline (for Managers)
- Employee Coaching (for Managers)

Benefits

- Open Enrollment Processing for AlphaStaff-Sponsored Plans
- Eligibility and Enrollment/Administration and Processing
 - Medical
 - Dental/Vision
 - Life and Disability
 - Short Term and Long Term Disability Plans
 - Flexible Spending Accounts
 - Voluntary Benefits
- COBRA Administration
- Premium Billing and Reconciliation
- Specialized Customer Service for
 - Eligibility enrollment discrepancy resolution
 - Claims dispute mediation
 - Coordination of benefits resolution
 - Health care and network education
 - ERISA adherence and conformity



Payroll Administration/Technology

- InfoSource Products
 - Payroll Time Entry
 - Automated Payroll Training
 - Employee Self Service via Web
 - Employee Maintenance
 - Event Tracking
 - Payroll Calculator
 - Salary Research
 - W2 Reprint
 - Knowledgebase Access
 - Standard Electronic Reporting
- Loan Tracking
- Paper Reporting
- Paid Time Off (PTO) Tracking
- W2 processing
 - Mail or Electronic Distribution for Employees
 - Electronic Distribution for Employer
- Deduct and Credit Service on Benefits
- New Hire Reporting
- Garnishment Administration*
- Direct Deposit Administration
- Overnight Delivery for Payrolls

Risk Management & Safety

- Claims Management Services (Reviews/Training)
 - RTW Programs
- Analysis Services (Reserve/Loss Development/W/C Class Code Corrective Analysis)
- Loss Control Safety Services
 - Customize Health & Safety Manual
 - Implement Best Practices
 - Training Materials
 - Safety Incentive Programs
 - Industry-Specific Service Plans
 - On-Site Walk-Through Inspections

General Training Programs:

- Safety & Health Programs/Audits
 - Hazard Communications
 - Lockout/Tagout
 - Bloodborne Pathogens
 - Employee Emergency Actions
-
- OSHA Compliance Consulting
 - Fork Lift Certification
 - Insurance/Workers' Compensation Programs
 - Additional Lines of Coverage Consultation: EPLI

*A \$2.00 per check fee will be charged to the Work Site Employee

SCHEDULE C
to
Service Agreement

GENERAL TERMS AND CONDITIONS

1. **Work Site Employees.** (a) AlphaStaff shall furnish to Client Company employees that will perform those job functions identified by the workers' compensation code classifications as set forth on Schedule A hereto (the "Work Site Employees"). Client Company warrants that the list of workers' compensation classifications is accurate and complete and that employees performing these job functions do so at the location or locations specified by Client Company on Schedule A. Client Company understands and agrees that notification to AlphaStaff must be given prior to any modification or addition to any of the workers' compensation classifications or any changes in locations where Work Site Employees are performing job functions pursuant to this Agreement. The Client Company further agrees that it will provide AlphaStaff prior written notice 30 days before introducing any new lines of business, new business entities, new locations, changes in business structure, mergers with another corporate entity or any sale of its business to new owner, or before beginning the employment of an employee in a state not currently identified on Schedule A.

(b) Prior to the Work Site Employees' commencement of employment pursuant to this Agreement, Client Company represents that each Work Site Employee has completed and delivered to AlphaStaff the following forms: (i) New Hire Packet; (ii) a W-4 Withholding Form and (iii) any other statutorily required tax or work forms (collectively the aforementioned forms set forth in (b)(i), (ii) and (iii) are referred to herein as the "Employee Forms"). Client Company expressly agrees and acknowledges that no Work Site Employee shall become employed by AlphaStaff, covered by AlphaStaff's workers' compensation insurance or any other benefit of employment or issued a payroll check, unless the individual has, prior to commencing work for AlphaStaff, completed the Employee Forms. Client Company shall not represent to any individual that such person has been hired by AlphaStaff until Client Company can access that employee's record on AlphaStaff's website at www.alphastaff.com. In addition, AlphaStaff shall not be considered to be an employer of any individual for whom payroll information is not supplied during any payroll period (except as may be required by law). Client Company assumes full responsibility for workers' compensation claims of individuals paid directly by Client Company, as well as for other parties hired by or working for Client Company, whether as an employee, independent contractor, or in any other status. In no event will any independent contractor, nor any other person who is not employed by AlphaStaff, be covered by AlphaStaff's workers' compensation policy.

(c) AlphaStaff does not assume any responsibility for, and makes no assurances, warranties, or guarantees as to the ability or competence of any Work Site Employee. Client Company assumes all responsibilities to

perform any and all work history, reference checks and background checks on Work Site Employees.

(d) AlphaStaff shall retain sufficient authority as is required by law so as to maintain a right of direction and control over the Work Site Employees assigned to Client Company's location, and shall retain the authority to hire, terminate, discipline and reassign Work Site Employees. Terms and conditions of employment will be comparable to those prior to the Agreement. Client Company shall, however, retain such sufficient direction and control over the Work Site Employees as is necessary to conduct Client Company's business and without which Client Company would be unable to conduct its business, discharge any fiduciary responsibility that it may have, or comply with any applicable licensure, regulatory, or statutory requirement of Client Company. Such authority maintained by Client Company shall include the right to accept or cancel the assignment of any Work Site Employee. Additionally, Client Company shall have sole and exclusive control over the day-to-day job duties of all Work Site Employees and AlphaStaff shall have no responsibilities with regard to the Work Site Employees' performance of such day-to-day job duties. Furthermore, AlphaStaff shall have no control over the job site at which, or from which, the Work Site Employees perform their services and such is solely and exclusively the responsibility of the Client Company.

2. **Transferring of Funds and Payment of Wages.**

(a) AlphaStaff shall be responsible for the payment of wages to the Work Site Employees after proper reporting of wage information to AlphaStaff, regardless of funding by Client Company. In the event Client Company does not pay AlphaStaff for the complete payroll and for all services rendered, AlphaStaff may pay Work Site Employees at the minimum wage rate or minimum base salary provided for in the Fair Labor Standards Act and pursuant to New Jersey law. This provision in no way affects the obligation of Client Company to pay AlphaStaff for all services rendered and in no way affects the obligations of Client Company pursuant to state and federal law, including but not limited to the requirement to pay all Work Site Employees their regular rate of pay through AlphaStaff (or directly, if otherwise required by law). Notwithstanding anything to the contrary, AlphaStaff does not assume responsibility for payment of bonuses, commissions, severance pay, deferred compensation, profit sharing, vacation, sick, or other paid time off pay, or for any other payment, where payment for such items has not been received by AlphaStaff from Client. Upon payment by Client Company, AlphaStaff shall prepare and distribute payroll amounts to Work Site Employees, make the appropriate payroll deductions and collection of taxes, file the appropriate reports and make payment to proper governmental authorities for federal, state, and local income taxes, Social Security tax, federal and state unemployment insurance taxes and any other

federal or state tax as required regarding Work Site Employees.

3. **Workers' Compensation.** (a) AlphaStaff shall secure workers' compensation coverage in such amounts as is required by applicable law and shall be responsible for the management of workers' compensation claims, claims filings and related procedures for the Work Site Employees for services which they perform as Work Site employees.

(b) While AlphaStaff shall retain a right of direction and control over the management of safety, risk and hazard control (including worksite safety, inspections, policies and workers' compensation management) involving Work Site Employees performing work at Client Company work sites, as may be required by applicable state and federal laws, Client Company shall be responsible for compliance with all applicable laws related to such matters and retains ultimate responsibility and supervisory authority over the safety of the worksite, including the power to correct safety and health violations. Client Company shall maintain a safe working environment, allow for proper training in compliance with state and Federal OSHA Standards, and establish and maintain such safety programs, safety policies, and safety committees as may be required by law or by AlphaStaff. AlphaStaff shall provide such assistance and maintain such responsibility for performing safety inspections of Client Company equipment and premises and assistance in the promulgation and administration of employment and safety policies as is required by applicable law; however, Client Company acknowledges that AlphaStaff shall not be considered a joint employer for purposes of OSHA. Client Company shall comply, in all respects, with any AlphaStaff workers' compensation light duty requirements as reasonably directed by AlphaStaff, including reinstatement of employees in a light duty capacity, and shall comply with the Post Accident Drug and/or Alcohol Testing Policy selected by the Client Company.

(c) Client Company represents (i) that its working environment, equipment, machinery, supplies and training for its existing employees meet all state and federal OSHA standards and (ii) that the environment, equipment, machinery, supplies and training will be maintained in compliance with such standards during the duration of this Agreement. Client Company shall provide and ensure use of all personal protection gear and equipment, as required by federal OSHA Standards, or as deemed necessary by AlphaStaff or AlphaStaff's workers' compensation carrier.

(d) In the event of an incident involving any Client Company employee, Client Company shall provide AlphaStaff with a faxed or e-mailed copy of the AlphaStaff Supervisor's Incident Report in the manner outlined in the AlphaStaff workers' compensation Claims Reporting Process. In addition, the Client Company shall provide AlphaStaff with an AlphaStaff Supervisors Incident Report within one (1) business day of a reportable incident. Neither AlphaStaff nor its workers' compensation carrier shall assume liability, and Client Company shall hold AlphaStaff and its workers' compensation carrier harmless, for any and all medical treatment or lost wages which may occur on behalf of any Work Site Employee if the Client Company fails to notify AlphaStaff of an

incident within the time period prescribed in the immediately preceding sentence. The Client Company will be responsible for paying any penalties or fees associated with late claims reporting. The Client Company acknowledges its responsibility as an employer under NJSA 34:15-17 and NJSA 34:15-96 in providing proper notification of any incident involving any Work Site Employee to AlphaStaff in a timely manner. All recordable incidents are to be recorded on the Client Company's OSHA 300 log.

(e) Client Company shall be responsible, in all instances, for payment of any fines, penalties, assessments, costs and damages (including attorneys' fees of Client Company and AlphaStaff) associated with any OSHA claims or actions. Client Company shall bear all responsibility for the mitigation of damages.

(f) Client Company's failure to cooperate with AlphaStaff, its carriers or consultants on job-site safety issues and/or non-cooperation in matters related to treatment of worksite employees, is considered a material breach of this Agreement, entitling AlphaStaff to an immediate right to terminate pursuant to Paragraph 10.

4. **Benefit Plans.** (a) Client Company acknowledges that AlphaStaff has available employee benefit plans for the possible application to the Work Site Employees. If Client Company accesses any of AlphaStaff's available benefit options, it is understood that Client Company extends to AlphaStaff the authority to bind benefit coverage on behalf of Client Company. In the event that Client Company elects to have its employees participate in an AlphaStaff-sponsored benefit plan, Client Company acknowledges that it has exercised independent judgment in selecting this option. It has been disclosed to Client Company that makes such an election that AlphaStaff and/or related entities will be providing services to the plan for a fee/commission. Any other employee benefit plans maintained by Client Company, regardless of whether they provide benefits to the Work Site Employees, shall be the sole responsibility of Client Company unless otherwise specified in Section 4(b) below.

(b) Client Company may request that AlphaStaff assume limited administrative responsibility for healthcare and any other specified Client Company sponsored benefit programs, including but not limited to, current active and/or eligible COBRA participants of the Client Company's group health insurance plan which is in force or being put in force as of the Effective Date, or some future date, of this Agreement. AlphaStaff may assume this responsibility on a case by case basis however, AlphaStaff shall not, under any circumstances, agree to assume such responsibility unless the Client Company identifies in writing all currently active and/or eligible COBRA participants in accordance with applicable federal law. Upon termination of this Agreement, Client Company shall immediately replace all group benefit plans offered by AlphaStaff.

(c) To assure compliance with the Internal Revenue Code, the Employee Retirement Income Security Act and other related regulations, Client Company certifies that it has properly disclosed all critical information regarding its health and benefit plans to AlphaStaff and has

complied and will continue to comply with all applicable laws.

(d) To assure compliance with the Internal Revenue Code, the Employee Retirement Income Security Act and other related federal regulations, Client Company certifies that it has properly disclosed the following to AlphaStaff on the required Retirement Plan Questionnaire: (i) any retirement plans currently or previously maintained by the adopting company or any related entities (within the meaning of the Internal Revenue Code Section 414, including 414(c) and 414(h)); (ii) listed all of the owners, officers and shareholders (to identify those highly compensated and key employees for purpose of discrimination and top heavy testing); and (iii) listed/entered any family relationships for owners, officers and shareholders with co-employees. In the event that Client Company has failed to properly identify and/or properly complete the Retirement Plan Questionnaire, Client Company agrees to indemnify AlphaStaff Indemnified Parties (hereinafter defined) for any and all liability associated therein pursuant to Section 7 of this Agreement.

In the event the Client Company merges its qualified retirement plan into the AlphaStaff Qualified Retirement Plan, or prior to Client Company transferring assets from its qualified plan into the AlphaStaff Qualified Retirement Plan, Client Company understands and agrees that AlphaStaff shall have the right to inspect all plan documents, records, IRS determinations, etc. for compliance with the law and reserves the right to refuse to merge the Client Company's transferring assets.

Client Company agrees that if this Agreement is terminated between Client Company and AlphaStaff, and Client Company does not adopt a successor plan and arrange for a transfer of assets from the AlphaStaff Qualified Retirement or Health and Welfare Plan to the successor plan within six (6) months of the termination date, all Work Site Employees covered under the AlphaStaff Retirement Plan will become fully vested in their account balances.

If Client Company maintained a plan during the plan year (January 1 through December 31) prior to the date of this Agreement, Client Company acknowledges that it has provided to AlphaStaff all required information (including but not limited to Box 1 wages and employee deferrals, employer matches, and contributions, etc.), prior to the date hereof.

Client Company agrees that in the event the AlphaStaff Qualified Retirement Plan as adopted by the Client Company becomes top heavy as defined by the prevailing Internal Revenue Code and/or regulations, Client Company will be solely responsible for making a contribution to non-key Work Site Employees assigned to it to satisfy the top heavy test.

In addition, Client Company warrants that no covered Work Site Employee will receive compensation originating from Client Company that will not be paid directly by AlphaStaff. Client Company acknowledges that any payment made to any Work Site Employee outside this Agreement may result in the AlphaStaff Retirement Plan being disqualified. In the event the AlphaStaff Retirement Plan is disqualified as a result of the Client Company

failure to report any compensation to covered Work Site Employees, Client Company agrees to indemnify AlphaStaff Indemnified Parties for any and all liability associated with such disqualification pursuant to Section 7 of this Agreement.

5. **Limit of Services.** AlphaStaff will provide only the services listed on Schedules A and B hereto and those additional services delineated with their respective fees in any incorporated exhibits and addenda. No other services shall be provided or implied, including without limitation any strategic, operational or other business related decisions with regard to Client Company's business. Such decisions shall exclusively be the responsibility of Client Company and AlphaStaff shall bear no responsibility or liability for any actions or inactions by Client Company. When implementing such decisions, whether or not the actions are implemented by Work Site Employees, Client Company shall be acting solely on its own volition and responsibility. If AlphaStaff is a co-employer of any supervisory employees of Client Company, such supervisory employees' scope of employment is strictly limited. Supervisors' actions which are in violation of law or which result in liability will be outside the scope of their responsibility as AlphaStaff Work Site Employees and in such an event supervisory employees will be acting solely as the agents of Client Company.

6. **Insurance.** Upon the execution of this Agreement, Client Company shall provide to AlphaStaff proof of comprehensive general liability insurance coverage for its operations and all employees, with a minimum limit of liability no less than one million (\$1,000,000.00) dollars per occurrence. If any Work Site Employee will operate a vehicle of any kind, whether owned or otherwise constructively owned for Client Company, Client Company shall furnish liability insurance therefor against liability for bodily injury and property damage and against uninsured motorists, each with a minimum limit of liability of no less than one million (\$1,000,000.00) dollars. Such policies shall also include blanket contractual liability and personal injury liability coverage. In addition, if professional Work Site Employees are provided hereunder, professional liability coverage will be secured and maintained by Client Company with a limit of liability of no less than one million (\$1,000,000.00) dollars. Within ten (10) business days from the date of this Agreement, Client Company shall, at its own expense, include AlphaStaff as an additional insured on all of Client Company's insurance policies, including without limitation professional liability policies and fidelity bonds. Client Company's obligations under this Section shall survive termination of this Agreement.

7. **Indemnification.** (a) Without regard to the fault or negligence of any party, Client Company hereby unconditionally indemnifies, holds harmless, protects and defends AlphaStaff, and all subsidiary, affiliate, related, and parent companies, employees, their current and former respective shareholders, non-Work Site Employees, attorneys, officers, directors, agents and representatives (all indemnified parties referred to as "AlphaStaff Indemnified Parties") from and against any and all claims, demands, damages (including liquidated, punitive and compensatory), injuries, deaths, actions and causes of actions, costs and expenses (including attorney's

fees and expenses at all levels of proceedings and fees incurred in enforcing this indemnity), losses and liabilities of whatever nature (including liability to third parties), and all other consequences of any sort, whether known or unknown, without limit and without regard to the cause or causes thereof or the negligence of AlphaStaff or any AlphaStaff Indemnified Party that may be asserted or brought against any AlphaStaff Indemnified Party which is in any way related to this Agreement, the products or services provided by Client Company or by AlphaStaff, the actions of any Work Site Employee, the actions of any non-Work Site Employee employed by Client, or of any other individual, including without limitation, any violation of any local, state and/or federal law, regulation, ordinance, directive or rule whatsoever, and all employment-related matters (including without limitation those aspects relating to employment, public access and public accommodation), the WARN Act, ERISA, all laws governing wages and hours (including without limitation: workers compensation, prevailing wage rate; exempt and non exempt status; child labor; and minimum wage and overtime matters).

(b) All indemnification shall survive the termination of this Agreement, for any reason, for a period of six (6) years.

8. **Government Investigations, Legal Actions or Inquiries.** Client Company acknowledges that it is essential to AlphaStaff's performance under this Agreement that AlphaStaff have complete knowledge of any government investigation or inquiry or private adversary action which could in any manner impact upon the types of duties contemplated by this Agreement. Client Company shall immediately notify AlphaStaff, in writing, upon the receipt of any information, notice or constructive knowledge of a pending or threatened government investigation, legal action or inquiry. For example, but not by limitation, an audit by the Bureau of Workers' Compensation could affect the performance of functions under this Agreement. Client Company represents that it has provided to AlphaStaff, prior to entering into this Agreement, full and complete disclosure, in writing, of any and all such administrative proceedings (including but not limited to third party liability actions, EEOC, NLRB, OSHA, DOL, NJDOL, NJ DCR (Division of Rights) and Wage and Hour matters), investigation, lawsuit, or other adversary proceeding, including those which are threatened as well as those not yet asserted, in which Client Company has been involved in any capacity during the five (5) years immediately preceding the date hereof.

9. **Client Obligations and Rights.** (a)

Client Company has the right to accept or cancel the assignment of any Work Site Employee. Client Company shall at all times comply with all applicable laws in making such decisions. Client Company shall at all times comply with the Family and Medical Leave Act ("FMLA"), the Americans with Disabilities Act ("ADA") and New Jersey's Law Against Discrimination ("NJ LAD"), where applicable, and Client Company's responsibilities to reinstate employees and in all other manner to comply with the FMLA, ADA and NJLAD requirements. Client Company shall abide by and comply with all applicable employment-related laws, ordinances and regulations (local, state and federal), including, but not limited to, those related to discrimination based on race, sex, disability,

color, age, national origin, religion, marital status and union status, as well as those laws governing sexual harassment, and/or discrimination. As defined in Title 8 CFR 274a.1(g), Client Company shall engage the services of all Work Site Employees who are hired to perform services for Client Company, prior to the submission of Employee Forms concerning such Work Site Employees to AlphaStaff. Client Company shall be responsible for the verification, documentation and retention of Form I-9 for all Work Site Employees. If any Work Site Employee is required to be licensed, registered or certified under any federal, state, or municipal law or regulation, or to act under the supervision of such a licensed, registered or certified person or entity in performing the employee services, then any such Work Site Employee shall be deemed to be an employee of Client Company for such purposes but shall remain an employee of AlphaStaff for tax, benefits, unemployment and workers' compensation purposes if provided pursuant to this Agreement. Client Company shall also be solely responsible for verifying such licensure and/or providing such required supervision. All such requirements shall survive termination of this Agreement, for any reason. Client Company further agrees that it will, pursuant to law, conduct the permissible verification of all Work Site Employee eligibility to work in the United States and that it will undertake ongoing efforts to ensure that its workforce remains so eligible. The knowing hire of an unauthorized alien by Client Company is grounds for immediate termination of this Agreement by AlphaStaff pursuant to Paragraph 10(a). Should Client Company obtain actual knowledge that a Work Site Employee is an unauthorized alien, such knowledge shall immediately be conveyed to AlphaStaff via facsimile, e-mail, and overnight delivery and it shall be the responsibility of Client Company to immediately terminate the employment of such unauthorized alien upon receipt of such actual knowledge. Client Company shall be solely responsible for any actual knowledge which it may possess regarding the employment of any unauthorized alien which is not timely conveyed to AlphaStaff, as set forth herein. Client Company shall not utilize any unauthorized alien in any capacity whether as an employee, independent contractor, volunteer, or any other capacity, after it obtains actual knowledge of the unauthorized status of such individual. In addition, Client Company acknowledges that during the term of this Agreement, Client Company will be the sponsoring employer for purposes of petitioning or applying for immigration visas for the employment of an alien selected for hire as a Work Site Employee. Client Company understands and agrees that it is Client Company's responsibility to obtain and maintain any necessary visas and to pay all associated costs.

(b) Client Company shall obtain and provide to AlphaStaff on the last day of each pay period, records of actual time worked by each Work Site Employee, verify their exempt or nonexempt status and verify that all hours worked by the Work Site Employees that are reported to AlphaStaff are accurate and are in accordance with the requirements of the Fair Labor Standards Act and other laws administered by the U.S. Department of Labor's Wage and Hour Division and any applicable state law. These records submitted to AlphaStaff shall become the basis for AlphaStaff to issue all payroll checks. Prior to issuance of payroll deposits and checks, Client Company must review and verify the

accuracy of outgoing payroll information by phone or email. If Client Company does not verify or correct the report of outgoing payroll information within 8 hours of receipt, the information will be presumed accurate and Client Company assumes all responsibilities, legal, financial and otherwise, for mistakes or inaccurate information, no matter the cause of same. AlphaStaff shall not be responsible for incorrect, improper or fraudulent records of hours worked, or for improper determination of exempt status. Client Company is required to maintain hard copies of all time sheets submitted to it by work site employees. Client Company further has a responsibility to accurately report to AlphaStaff an employee's benefit eligibility status (including, but not limited to, part-time, full-time, regular, temporary leave status, etc.), if relevant to benefit class.

(c) AlphaStaff shall, for the duration of this Agreement, be entitled to full payment of its fees with regard to any Work Site Employee who commences employment with AlphaStaff as a co-employee and whose co-employment relationship is, at any time thereafter, ended and yet who remains employed by Client Company as an employee outside of the co-employment relationship. Client Company shall not pay wages directly to work site employees and/or issue net checks without the knowledge and prior written agreement of AlphaStaff. Client Company's failure to comply with the provisions of this Section 9(c) is considered a material breach of this Agreement entitling AlphaStaff to an immediate right to terminate pursuant to Paragraph 10.

(d) Complaints, allegations or incidents of any discrimination or harassment claims, tortious misconduct, workplace safety violations, "whistleblower" allegations or labor grievances of any kind, regardless of the source, must be reported by Client Company to AlphaStaff immediately upon becoming known to Client Company or any possible insurance coverage may be compromised. Client Company further agrees to cooperate with and assist AlphaStaff in the investigation of any such complaints, allegations or incidents. Client Company warrants that it is not currently aware of any facts or incidents that could lead to an employment practices liability claim.

(e) Client Company assumes exclusive responsibility for, and shall comply with the Worker Adjustment and Retraining Notification Act ("WARN") and shall provide AlphaStaff with at least ninety (90) days notice prior to effecting any plant closing or mass lay-off as defined in WARN.

(f) As required by AlphaStaff's workers' compensation policy, Client Company shall cooperate with AlphaStaff in establishing and maintaining a drug-free workplace in accordance with the then current AlphaStaff Substance Abuse Policy, as may be amended from time to time.

(g) Client Company shall make available to AlphaStaff and its workers' compensation insurer the Client Company's records and worksite(s) to verify job duties, Work Site Employee compensation, working conditions, and compliance with safety requirements during the term of this Agreement. Client Company shall also

provide the workers' compensation insurer the right to inspect and audit the Client Company's records and worksite(s) for up to one year after the end of any policy period, even if this Agreement has been terminated. Client Company acknowledges that neither AlphaStaff nor any workers' compensation insurer warrants the result of any such inspection or the absence thereof, or that the operations and/or premises are in compliance with any health and safety laws, regulations, ordinances, directives or rules.

(h) Client Company shall transmit and use personal and confidential work site employee and other information in a manner that is designed to protect the integrity and confidentiality of such information. Client Company further agrees to take reasonable measures to ensure that such information is protected against unauthorized disclosure. Personal and confidential information includes, but is not limited to, an employee's first name or first initial and last name in combination with one or more of the following: (1) Social Security numbers; (2) driver's license or state ID card numbers; (3) account, credit or debit card numbers; and (4) employee benefit, insurance and health information. Client Company acknowledges and agrees that AlphaStaff will not be liable for any damages, including but not limited to direct or indirect, special, incidental or consequential damages that result from Client Company's failure to abide by the terms of this provision.

10. **Termination.** This Agreement may be terminated as follows and as otherwise specified herein:

(a) AlphaStaff may at any time immediately terminate this Agreement and/or withhold its services (i) in the event of a breach by Client Company of any of the terms of this Agreement; (ii) if for any reason payment for any fees due and payable to AlphaStaff is not made when due and/or Client Company fails to report payroll when scheduled; (iii) in the event AlphaStaff determines, in its sole discretion, that Client Company provided to AlphaStaff any false or misleading information regarding any material fact related to this Agreement or the services rendered by AlphaStaff pursuant to its terms; (iv) if AlphaStaff determines in its sole discretion that a material adverse change has occurred in the financial condition of Client Company or that Client Company is unable to pay its debts as they become due in the ordinary course of business; (v) in the event of any federal, state, or local legislation, regulatory action, or judicial decision, adversely affects AlphaStaff's interest under this Agreement; (vi) in the event there arises a material and adverse change in the workers' compensation experience of the Client Company; (vii) in the event AlphaStaff determines that Client Company intentionally failed to accurately report all hours worked by Work Site employees, directly paid undisclosed wages and other compensation to Work Site employees or former AlphaStaff co-employed Work Site employees, and (viii) in the event of the cancellation and withdrawal (or threatened cancellation and withdrawal) of insurance coverage by AlphaStaff's insurance carriers with respect to Client Company matters. This termination is not AlphaStaff's sole remedy for Client Company's breach and AlphaStaff retains all other remedies available to it pursuant to this Agreement or to law;

(b) Client Company may terminate this Agreement (i) in the event of a material breach of this Agreement by AlphaStaff, by providing not less than thirty (30) days written notice specifying such breach in reasonable detail, unless within the period of such notice all breaches specified therein shall have been remedied ("cure period"), or (ii) in the event AlphaStaff provides written notification to Client Company of an upward service fee adjustment pursuant to page one (1) of this Agreement, by providing written notice of termination within fourteen (14) days after receipt of such service fee adjustment notice. In the event of termination for a material breach by AlphaStaff, the termination shall be effective not earlier than the end of the 30-day cure period if the default has not been cured.

(c) The Agreement also may be terminated by mutual agreement of the parties. Such Agreement must take the form of a written mutual termination agreement, signed by both parties. Such termination does not relieve Client Company of its obligations to AlphaStaff through the effective date of termination. All outstanding fees will be due upon termination.

11. **Effect of Termination.** (a) Upon termination of this Agreement, for any reason, or should Client Company fail to timely pay AlphaStaff for its services, all of the Work Site Employees shall be deemed to have been laid off by AlphaStaff and immediate notification of this shall be provided by Client Company to the Work Site Employees. Client Company shall immediately assume all federal, state and local obligations of an employer to the Work Site Employees which are not in conflict with state or federal law, and shall immediately assume full responsibility for providing workers' compensation coverage. AlphaStaff shall immediately be released from such obligations as are permitted by law. It is the intent of the parties that, where allowed by law, they be placed in their respective positions immediately before the parties entered into this Agreement in the event of a termination or Client Company's failure to pay AlphaStaff. If for any reason (whether or not required by applicable law) AlphaStaff makes any payment to any of the Work Site Employees after this Agreement has been terminated, AlphaStaff shall be entitled to full reimbursement for such expenditures.

(b) Upon termination of this Agreement for any reason, Client Company shall cooperate with AlphaStaff in giving notice to the Work Site employees that (i) this Agreement has ended; (ii) AlphaStaff is no longer responsible for the employee's wages and benefits (if any); (iii) that the employment relationship with AlphaStaff has ended; and iv) the employees are no longer covered under AlphaStaff's workers' compensation insurance, EAP or other programs. Client Company shall also immediately upon termination of this Agreement notify, in writing, all Work Site Employees of the termination of this Agreement and inform them that they are no longer covered by AlphaStaff's workers' compensation policy.

(c) Termination pursuant to Paragraph 10(a) shall not relieve Client Company of any obligation set forth herein, including but not limited to its payment obligations to AlphaStaff. Upon notice of termination AlphaStaff will have the discretion to adjust payment terms

as set forth herein. All outstanding administrative and departmental fees, plus interest, will be due upon termination, based upon the administration fee, gross estimated payroll (or the number of employees in the case of a per check administration fee) and the number of payroll cycles remaining on the term of the Agreement.

(d) Upon termination of this Agreement, AlphaStaff will provide Client Company a copy of the Work Site Employees' workers' compensation claims loss data for the term of this Agreement within 15 days of receipt of written request therefore, provided such written request is received within 90 days of termination of this Agreement, unless otherwise required by law.

(e) Upon termination, Client Company will be charged a benefits administrative fee of \$250 per each Work Site employee (or beneficiary of a Work Site employee) who elects COBRA continuation coverage under any group health plan sponsored by AlphaStaff. This benefits administrative fee reimburses AlphaStaff for its administrative costs that are not otherwise covered. This benefits administrative fee does not reduce or replace the premiums that are required to be paid to the group health plan for COBRA coverage. Client Company will be invoiced for this amount and payment is due to AlphaStaff within twenty (20) days of mailing of the invoice. Client Company further agrees if its relationship with AlphaStaff is terminated prior to the end of a period of coverage under the Medical Expense Reimbursement Plan, Client Company will reimburse AlphaStaff for qualifying medical expenses reimbursed by AlphaStaff during such period of coverage to the extent the expense reimbursed by AlphaStaff exceeds the amounts withheld from the worksite co-employees' compensation during the period of coverage.

12. **EPLI.** As of the Effective Date of this Agreement, AlphaStaff has secured Employment Practice Liability Insurance (EPLI) that provides coverage for certain employment-related claims involving Work Site Employees. Nothing in this Agreement is intended to create rights to insurance in addition to the terms of such insurance policy which is meant to solely be applicable to Work Site Employees and to no other employees who may be employed outside the terms of this Agreement. To the extent the provisions of this Agreement conflict with such policy, the provisions of the EPLI shall control. The current terms of the EPLI policy provides coverage which is subject to annual limits (including limits applicable to claims in the aggregate made by all AlphaStaff employees against AlphaStaff and all AlphaStaff clients) and deductibles, among other terms and conditions contained in the EPLI policy. In the event that EPLI becomes unavailable on terms acceptable to AlphaStaff (in AlphaStaff's sole discretion), Client Company will be notified of the cancellation of such insurance in accordance with the terms of the insurance policy. Client Company shall bear the cost of any deductible regardless of whether or not AlphaStaff is named in any claim covered by the policy. AlphaStaff shall have exclusive control over the selection of legal counsel regarding claims that are covered by the policy.

13. **Covenant Not to Employ.** Client Company agrees that, while this Agreement is in effect and for a

period of one (1) year following termination, it shall not solicit or extend an offer of employment, nor in fact employ, any person that served as an employee of AlphaStaff at any time this Agreement was in effect without prior written consent of AlphaStaff. This covenant not to employ shall not apply, and shall not restrict, the Client Company from hiring Work Site Employees at any time following the termination of this Agreement.

14. **General Provisions.** (a) Client Company acknowledges that it has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement including but not limited to any statement made by any agent of AlphaStaff. Client Company acknowledges that AlphaStaff has made no promise or representation concerning whether AlphaStaff's services will improve the performance of Client Company's business.

(b) Client Company acknowledges that AlphaStaff shall not be liable for any Client Company loss of business, goodwill, profits, or other damages.

(c) Client Company specifically authorizes AlphaStaff to conduct a credit and background reference check on Client Company and such officers of Client Company as AlphaStaff deems appropriate for personal guarantees and in compliance with the requirements of law. Client Company also specifically authorizes AlphaStaff to conduct, and shall cooperate with AlphaStaff in conducting, pre-employment background investigations (or post-employment investigations with continued employment contingent on satisfactory results) of employees in significant risk job positions, as determined by AlphaStaff and its workers' compensation insurer. Client Company shall provide all necessary disclosures and signed consents to the background checks from such officers, consistent with the Fair Credit Reporting Act and applicable state law.

(d) Client Company may not assign this Agreement nor its rights and duties hereunder, nor any interest herein, without the prior written consent of Alpha Staff. In the event a sale of substantially all of the assets or ownership interests of the Client Company, by merger or otherwise, this Agreement will remain in full force and effect with all rights and obligations unaffected. Notwithstanding the foregoing, AlphaStaff shall reserve the right to adjust its pricing in the event that the Client Company, as a result of such sale or merger, increases or decreases the number of its Work Site Employees by more than 25%.

(e) Client Company acknowledges and agrees that AlphaStaff is not engaged in the practice of law or the provision of legal services, and that Client Company alone is completely and independently responsible for its own legal rights and obligations. Client Company is specifically encouraged to retain its own legal counsel regarding its fiduciary and other obligations with respect to Client Company sponsored benefit programs.

(f) This Agreement constitutes the entire agreement between the parties with regard to this subject matter and no other agreement, statement, promise or practice between the parties relating to the subject matter

shall be binding on the parties. This Agreement may be changed only by a written amendment signed by both parties.

(g) The failure by either party at any time to require strict performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach nor affect the effectiveness of this Agreement, or any part thereof, or prejudice either party as regards to any subsequent action.

(h) This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

(i) In the event of any lawsuit or other proceeding to enforce the provisions of this Agreement, any party who shall prevail in such lawsuit or other proceeding shall be entitled to an award of its costs and reasonable attorney's fees incurred at all levels of proceedings.

(j) Any notice or demand given hereunder shall be accomplished by the personal delivery in writing (with written receipt) or by other delivery with proof of delivery or attempted delivery to the address set forth herein for the other party, and shall be deemed effective upon proof of attempted delivery (actual delivery to be made as soon as is practicable following attempted delivery).

(k) No rights of any third party are created by this Agreement and no person not a party to this Agreement may rely on any aspect of this Agreement notwithstanding any representation, written or oral, to the contrary.

(l) In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.

(m) **NO TRIAL BY JURY.** THE PARTIES (BY THEIR ACCEPTANCE HEREOF) HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTES BASED ON OR ARISING OUT OF THIS AGREEMENT.

(n) AlphaStaff will notify, in writing, all Work Site Employees of this Agreement at the inception and termination of this Agreement and shall inform them upon termination that they are no longer employed by AlphaStaff or covered by its workers' compensation policy.

(o) Client Company represents that it has disclosed to AlphaStaff the identity of all existing employees who are union members or who are subject to any collective bargaining agreement at any Client Company worksite. Any responsibility and/or liability with regard to any union contract and with regard to any employment contract between Client Company and any Work Site Employee shall be the exclusive responsibility and/or liability of Client Company and AlphaStaff shall not be a party to any such contract. Client Company shall

continue to honor and abide by the terms of any applicable collective bargaining agreements, and upon expiration thereof, any obligations of the Client Company to bargain in good faith in connection with such collective bargaining agreements shall not be affected in any manner by this Agreement. AlphaStaff will have no responsibility or liability in connection with or arising out of any such employment contract, except to prepare payments and to pay any such employee who is a party to such a contract, in conformity with information and prior payments provided by Client Company. With respect to any employment contract between Client Company and any Work Site Employee, and with regard to any union contract, Client Company shall be acting solely on its own volition and responsibility with regard to all aspects of any such contract. The Parties agree that AlphaStaff is not and will not become a paying entity or contributing employer within the meaning of the Multi-Employer Pension Plan Amendment Act and does not and will not have any withdrawal liability under this Act or any comparable law.

(p) With respect to any dispute concerning the meaning of this Agreement, this Agreement shall be

interpreted as a whole with reference to its relevant provisions and in accordance with its fair meaning. Both parties agree that they have had ample opportunity to review this Agreement and consult with an attorney of their choosing if they opt to do so. Thus, this Agreement shall be interpreted as if it had been prepared jointly by the parties, and not construed against any party as being the primary drafter thereof.

(q) This Agreement shall be valid and enforceable only upon signature by an authorized officer of AlphaStaff.

(r) This Agreement may be executed in one or more faxed counterparts, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

(s) Collective bargaining agreements will not be disturbed by the PEO arrangement.

Exhibits to AlphaStaff Service Agreement

- Exhibit 1 – Retention of Client Company Section 125 Plan
- Exhibit 2- Indemnification Relating to Client Sponsored Medical Plan
- Exhibit 3 – Limited Benefits Administration for Client Sponsored Plans
- Exhibit 4- Agreement to Forward Deferrals to Client Sponsored 401(K) Plan
- Exhibit 5 – RESERVED
- Exhibit 6 – Personal Guaranty

**Exhibit 1
to
Service Agreement**

Retention of Client Company Section 125 Plan

(Client Company is to execute this Exhibit if it is retaining its own Section 125 Plan.)

Client Company maintains a section 125 cafeteria plan and has requested that AlphaStaff treat worksite employee salary reduction contributions made pursuant to such section 125 cafeteria plan as pre-tax contributions under section 125 of the Internal Revenue Code.

Client Company understands that the ability of AlphaStaff to treat worksite employee contributions under the section 125 cafeteria plan as pre-tax contribution depends upon the accuracy of the following representations. Client Company represents that its section 125 cafeteria plan document complies with applicable law. Client Company represents that all benefits made available under the section 125 cafeteria plan are "qualified benefits" that can be made available under a section 125 cafeteria plan. Client Company represents that it has operated, and will continue to operate, its section 125 cafeteria plan in accordance with applicable law. Client Company represents that it has valid participant salary reduction contribution elections.

Client Company acknowledges that it is the sole sponsor of the section 125 cafeteria plan and that AlphaStaff assumes no obligation or responsibility to any worksite employees for the section 125 cafeteria plan.

Client Company:

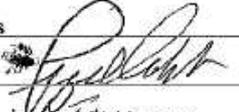
Advaxis _____
By:  _____
Title: **VP FINANCE** _____

Exhibit 2
to
Service Agreement

NA

Indemnification Agreement Relating To Client Sponsored Medical Plan

(Client Company is to execute this Exhibit if Client Company maintains and sponsors a medical insurance plan or other related benefit plan and will continue to so maintain. If Client Company does not provide benefits at all, Client Company does not need to sign this Exhibit).

The Client Company and AlphaStaff, Inc. and/or its affiliates ("AlphaStaff") have entered into a co-employment relationship. The Client Company sponsors and maintains a medical insurance plan or other related benefit plans (the "Plan") and wishes to continue offering the Plan to its co-employees.

Client Company wishes to have AlphaStaff deduct and credit Client Company the co-employees' share of premiums with respect to the Plan. AlphaStaff agrees to deduct and credit co-employee's premiums subject to the terms of this Agreement.

Client Company will be the sole sponsor of the Plan. AlphaStaff shall not be a sponsor of the Plan in any manner and AlphaStaff's relationship to the Plan is limited to the deduction and crediting of co-employee premiums to Client Company. AlphaStaff assumes no obligation or responsibility to any co-employees, participants or beneficiaries for administration of the Plan including any act of, or failure to act, on the part of the administrator of the Plan. Further, AlphaStaff has no administrative duties or fiduciary responsibility in connection with the Plan.

AlphaStaff shall be entitled to rely solely on instructions from the Client Company or the insurance company in the deductions and credits of co-employee premiums.

Client Company continues to hold all duties and expenses of establishing, maintaining and terminating the Plan including, but not limited to, annual information returns (Form 5500s), employee communication materials, claims administration and compliance with any applicable state and federal laws. Client Company represents to AlphaStaff that it has and will continue to take all actions necessary to establish and operate the Plan in a manner that satisfies the requirements of any applicable state and federal laws. Client Company represents that it will maintain a plan for benefits. Client Company must provide AlphaStaff with notice of termination of a Client Company sponsored plan.

Client Company, as sponsor and plan administrator of the Plan, hereby agrees on behalf of itself, the Plan and the Plan's participants and beneficiaries that the duties and liabilities of AlphaStaff, its affiliated companies, its employees, officers, directors, agents and advisors in connection with this Plan are limited as described in this Agreement.

Client Company hereby indemnifies and holds harmless AlphaStaff, its affiliated companies, its employees, officers, directors, agents and advisors from and against any and all loss, damages, claims, demands, costs and causes of action resulting from any act or conduct, including failure to act, in connection with the Plan, including all expenses reasonably incurred in their defense, in case the Client Company fails to provide such defense. Client Company's indemnification and hold harmless agreement in this paragraph includes, but is not limited to, any and all losses, damages, claims, demands, costs and causes of action resulting from the administrative operation of the Plan; the application of any applicable state or federal laws including, but not limited to, COBRA, FMLA, HIPAA, MHPA, etc.; breaches of fiduciary duty with respect to the Plan; consequences arising from compliance with instructions of the Client Company or insurance company; reporting and disclosure requirements of ERISA and the Internal Revenue Code; federal, state or local income, payroll, or other tax consequences that may result from Client Company's sole sponsorship and administration of the Plan and AlphaStaff's withholding and transmittal of premiums with respect to the Plan.

In the event that any legal proceeding shall be instituted or that any claim or demand shall be asserted by any third party with respect to the obligation to indemnify contained in this Agreement, then AlphaStaff shall give written notice thereof to the Client Company, and the Client Company shall have the right at its expense to be represented by counsel of its choice in connection with the defense, negotiation or settlement of any such third party legal proceeding, claim or demand. Furthermore, AlphaStaff shall tender to the Client Company the right to assume the defense of AlphaStaff in connection with any such legal proceeding, claim or demand and to select counsel of the Client Company's choice to represent AlphaStaff in connection therewith, subject to the approval by AlphaStaff of such counsel. Furthermore, AlphaStaff shall not settle any such claim, legal proceeding or demand without 15 days prior notice to and consent of the Client Company.

Client Company:

By: _____

Title

Exhibit 3
to
Service Agreement

NA

Limited Benefits Administration for Client Sponsored Plans

(Client Company is to execute this Exhibit if it wishes AlphaStaff to provide limited administration for a Client sponsored Group Health Plan.)

Client Company agrees that with respect to the benefit plans, it is responsible for:

- All employee reporting that impacts benefit plan administration (new hires, rehires, terminations, status changes, etc.) on a timely basis,
- Distribution of enrollment and benefit plan materials to eligible participants
- Plan sponsor duties for their worksite employer/client sponsored benefit plan which includes although may not be limited to:
 - o Governmental filings (i.e., 5500s) and notices (COBRA, HIPAA, Medicare Part D, WHCRA, MHPA, etc.) and audits if required
 - o Distribution of summary plan descriptions, summary annual reports, certificates of coverage, etc.
 - o Informing employees of the appeals process related to claim filing and/or payment

AlphaStaff is responsible for:

- Working with the worksite employer/client, insurance carriers, voluntary plan administrators and client's employees and providing day to day limited benefits support as follows:

Enrollment and Eligibility Services – AlphaStaff will set-up each plan's benefit rules in accordance with the Client Company's sponsored contract and administer according to the carrier's guidelines. For new hires with waiting periods greater than 60 days, AlphaStaff will prepare a monthly mailing to Client Company with a list of eligible employees to accompany packets mailed to clients for distribution to employees at the worksite location. For new hires with waiting periods less than 60 days, a supply of enrollment packets will be provided for the worksite employer/client to have on hand. Any request for enrollment materials to be sent directly to employees' homes will incur costs that will be passed through to Client Company via a monthly invoice.

Carrier Invoice Reconciliation - AlphaStaff will invoice the worksite employer/ Client Company at the beginning of each month for all benefits that are being administered and remit payment to the specified carrier each month. Any adjustments that cannot be reconciled will be charged to the Client Company.

- o **Specialized Customer Service** – AlphaStaff provides customer service and assistance to worksite employer/client, agency/broker and/or employees and administers worksite employer/client sponsored plan in accordance with worksite employer/client direction regarding IRC §125 or plan document

COBRA Administration – AlphaStaff provides assistance with COBRA requirements.

Both parties contemplate that the agency/broker will have independent responsibilities as will Captive Insurance.

Client Company:

Advaxis _____

By: _____

Title: _____

Exhibit 4
to
Service Agreement

Agreement To Deduct and Credit Deferrals of Client Sponsored 401(K) Plan

(Client Company is to execute this Exhibit if Client Company sponsors and maintains, and will continue to sponsor and maintain, its own 401K plan).

Advaxis, (the "Client Company") sponsors and maintains the [NAME PLAN] Plan, a single employer qualified 401(k) plan or other qualified retirement plan (the "Plan"), for its employees.

The Client Company has entered into a co-employment relationship with AlphaStaff, Inc. ("AlphaStaff").

The Client Company wishes to continue to sponsor and offer the Plan to its co-employees and wants AlphaStaff to deduct and credit to the Client Company salary deferrals elected by the co-employees ("deferrals"). AlphaStaff agrees to deduct and credit the deferrals subject to the terms of this Agreement. This Exhibit 4 supersedes Section 4(d) of the Service Agreement.

Client Company will be the sole sponsor of the Plan. AlphaStaff shall not be a sponsor of the Plan in any manner and AlphaStaff's relationship to the Plan is limited to the deduction and crediting of deferrals to the trustee of the trust under the Plan. AlphaStaff assumes no obligation or responsibility to any co-employees, participants or beneficiaries for administration of the Plan including any act of, or failure to act, on the part of the administrator of the Plan. Further, AlphaStaff has no administrative duties or fiduciary responsibility in connection with the Plan.

AlphaStaff shall be entitled to rely solely on instructions from the Client Company in the deducting and crediting of employee deferrals. AlphaStaff assumes no responsibility for ascertaining whether such instructions comply with the Plan or any applicable laws. Any deferral contribution credits made to the Plan by AlphaStaff on behalf of the co-employees shall be treated as if they were contributed by the Client Company for purposes of any required qualification testing under the Plan and not as if the deferrals were contributed by AlphaStaff.

AlphaStaff shall provide to the Client Company or its agents or designees all information reasonably requested by the Client Company for purposes of administering the Plan, including providing such information following termination of the co-employment relationship.

Client Company continues to hold all duties and expense of establishing, maintaining and terminating the Plan including, but not limited to, annual discrimination testing, annual information returns (Form 5500s), employee communication materials and all investment management and monitoring. Client Company represents to AlphaStaff that it has and will continue to take all actions necessary to establish and operate the Plan in a manner that satisfies the requirements of ERISA and the Internal Revenue Code for the Plan to be tax qualified. Client Company also represents that it has obtained and will continue to receive advice from qualified advisors in connection with its maintenance of the Plan.

Client Company, as sponsor and plan administrator of the Plan, hereby agrees on behalf of itself, the Plan and the Plan's participants and beneficiaries that the duties and liabilities of AlphaStaff, its affiliated companies, its employees, officers, directors, agents and advisors in connection with this Plan are limited as described in this Agreement.

Client Company hereby indemnifies and holds harmless AlphaStaff, its affiliated companies, its employees, officers, directors, agents and advisors from and against any and all loss, damages, claims, demands, costs and causes of action resulting from any act or conduct, including failure to act, in connection with the Plan or its related trust, including all expenses reasonably incurred in their defense, in case the Client Company fails to provide such defense. Client Company's indemnification and hold harmless agreement in this paragraph includes any and all loss, damages, claims, demands, costs and causes of action resulting from the administrative operation of the Plan; tax qualified status of the Plan; breaches of fiduciary duty with respect to the Plan or its related trust; consequences arising from compliance with instructions of the Client Company; reporting and disclosure requirements of ERISA and the Internal Revenue Code; federal, state or local income, payroll, or other tax consequences that may result from Client Company's sole sponsorship and administration of the Plan and AlphaStaff's withholding and transmittal of deferrals to the Plan.

In the event that any legal proceeding shall be instituted or that any claim or demand shall be asserted by any third party with respect to the obligation to indemnify contained in this Agreement, then AlphaStaff shall give written notice thereof to the Client Company, and the Client Company shall have the right at its expense to be represented by counsel of its choice in connection with the defense, negotiation or settlement of any such third party legal proceeding claim or demand. Furthermore, AlphaStaff shall tender to the Client Company the right to assume the defense of AlphaStaff in connection with any such legal proceeding claim or demand and to select counsel of the Client Company's choice to represent AlphaStaff in connection therewith, subject to

the approval by AlphaStaff of such counsel. Furthermore, AlphaStaff shall not settle any such claim, legal proceeding or demand without 15 days prior notice to and consent of the Client Company.

IN WITNESS WHEREOF, this Agreement is executed on the dates indicated below.

For Client Company:

Advaxis

By: _____


VP FINANCE

Title

Date: _____

12-1-2009

**Exhibit 5
to
Service Agreement
RESERVED**

Exhibit 6
to
Service Agreement

Personal Guaranty

(Client Company must always execute this exhibit)

This Agreement is entered into this 5 day of December, 2008, by and between AlphaStaff, Inc. (hereafter referred to as "AlphaStaff") and Thomas Moore, (hereafter referred to as "Guarantor").

In consideration of the promises of the parties contained in this Agreement, the parties agree as follows:

WHEREAS, Guarantor acknowledges that Guarantor is a direct beneficiary of the Service Agreement entered into between AlphaStaff and ADVAXIS, INC ("Client Company") on this 5 day of December, 2008 and understands that AlphaStaff would be unwilling to enter into or continue the Service Agreement without this Personal Guaranty being signed, and

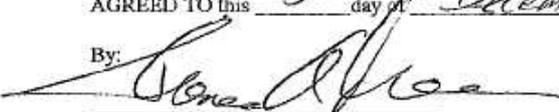
WHEREAS, Guarantor is desirous of ensuring the fulfillment of all obligations of Client Company, accordingly:

a. Guarantor agrees that in the event Client Company has not fully complied with all requirements of the Service Agreement, including but not limited to the failure to timely make all payments due AlphaStaff pursuant to the Service Agreement, Guarantor agrees that Guarantor will upon demand by AlphaStaff pay to AlphaStaff all such payments not made by Client Company and in all other respects will guarantee fulfillment of the obligations of Client Company as set forth in the Service Agreement. This Guaranty shall be applicable to all obligations of Client Company to AlphaStaff and includes but is not limited to all obligations of Client Company which become due to AlphaStaff by Client Company.

b. This Guaranty is an absolute and unconditional guarantee of payment and of performance. It shall be enforceable against Guarantor without the necessity of any suit or proceedings on AlphaStaff's part of any kind or nature whatsoever against Client Company, its successors and assigns, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no manner be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by AlphaStaff against Client Company, or against Client Company's successors and assigns, of any of the rights or remedies reserved to AlphaStaff pursuant to the provisions of said Service Agreement with Client Company, or by relief to Client Company from any of Client Company's obligations under the Service Agreement, or otherwise by: (a) the release or discharge of Client Company in any creditors' proceedings, receivership, bankruptcy or other proceedings; (b) the impairment, limitation or modification of the liability of Client Company or any bankruptcy, or of any remedy for the enforcement of Client Company's said liability under the Service Agreement, resulting from the operation of any present or future provision of the National Bankruptcy Act or any other statute, or from the decision of any court; or (c) the rejection or disaffirmance of the Service Agreement in any proceedings. This Guaranty shall survive the termination of any Service Agreement between AlphaStaff and Client Company.

AGREED TO this 5 day of December, 2008.

By:


Guarantor

CEO & Chairman
Print Name, Title

ALPHASTAFF

Simplifying Business. Benefiting People

Date: _____

VIA Overnight Mail

Fax: 609-777-4926

New Jersey Department of Labor and Workforce Development
Employer Status Unit
1 John Pitch Plaza
PO Box 110
Trenton, NJ 08625-0110

Re: Change of addresses

Dear Sir/Madam:

Please be advised that the employer (s) listed herein is changing its mailing address and has authorized Alphastaff to receive and respond to confidential information regarding unemployment insurance claims filed by its employees. Claims and determinations should be sent c/o Alphastaff, 800 Corporate Dr. Suite 600, Fort Lauderdale Florida 33334. I am the contact person and my information is below. The entities and their SUI numbers are as follows. By their acknowledgement at the bottom of this letter, the employer authorizes Alphastaff to act as its attorney-in-fact to represent it in all matters regarding unemployment insurance claims.

Name and Address of the firm authorizing the change: ADAXIS, INC.
675 KODIC DR
NORTH BRUNSWICK, NJ
08902

FIRM: _____ SUI: _____

If you should need anything else, please do not hesitate to contact me. My direct number is (954) 267-1850. Thank you for your attention to this matter.

Sincerely,

Chauncey Gainer
Unemployment Claims Specialist
Direct Dial 954-267-1850
Fax 866-589-0851
Email: cgainer@alphastaff.com

Authorized representative for the Employer/Taxpayer

Fred Cobb
Name
Fred Cobb
Signature

Vice President Finance
Title

12-1-08
Date



Advaxis, Inc.
Technology Centre of NJ
675 U.S. Highway One
North Brunswick, NJ 08902
Phone #732.545.1590
Fax #732.545.1084

December 1, 2008

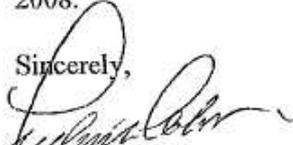
State of New Jersey
PO Box 632
Trenton, NJ 08646-0632

Re: Advaxis, Inc.
Tax ID #841-521-955/000

Dear Sirs,

Please be advised that AlphaStaff, a registered Professional Employer Organization, has been engaged by Advaxis, Inc. to perform all of our human resources functions, including payroll and the filing and remitting of payroll taxes. As of December 22, 2008, AlphaStaff will be the employer of record and all payroll taxes will be remitted by AlphaStaff. As of December 22, 2008 there are no longer employees under Advaxis, Inc.'s account #841-521-955/000. Please make our account inactive as of December 22, 2008.

Sincerely,



Fredrick Cobb
VP Finance

FC/ss

BUSINESS ANALYSIS
LETTER OF INTENT

This Letter of Intent ("Agreement") is between ADVAXIS, INC. ("ADVAXIS"), The Technology Centre of New Jersey, Suite 117, 675 U.S. Route 1, North Brunswick, NJ 08902, including its successors, assigns, affiliates, and subsidiaries, and NUMODA CORPORATION ("NUMODA"), The Curtis Center, 601 Walnut Street, 9th Floor, Philadelphia, PA 19106. The parties agree that, while the parties are negotiating a Master Agreement and related Project Agreement (collectively, "MA/PA") regarding Assistance to ADVAXIS, in the Conduct of Protocol titled "A Randomized, Single Blind, Placebo Controlled Phase 2 Study to Assess the Safety, Efficacy, and Immunogenicity of Lovaxin C for the Treatment of Cervical Intraepithelial Neoplasia Grade 2/3" (the "Project"), ADVAXIS requests that NUMODA, and NUMODA agrees to, perform the following services relating to the Project (the "Services"):

SERVICES:

- Comparison of Assumption/Specifications - Standardized
- Comparison of Cost/Fees - Standardized
- Comparison of Costs/Fees - Normalized
- Comparison of Costs - Equalized
- Comparison of Cost - Professional Fees Chart
- Prepare a Business Analysis Report

PAYMENTS:

The standard fee for the above Services is \$25,000, however, as a special executive exception for ADVAXIS, NUMODA agrees to charge, and ADVAXIS agrees to pay NUMODA by December 24, 2008, the amount of \$15,000 ("Payment"), which shall be applied to the above listed Services. If the parties enter into a Project Agreement regarding the Project, this Agreement will terminate and all monies paid under this Agreement will be applied toward, and reconciled with, the payments specified in the Project Agreement. NUMODA may provide such additional Services as ADVAXIS may request and NUMODA may agree in writing to perform. In such event, ADVAXIS shall pay NUMODA's standard fees for such services.

INTENTIONS:

While NUMODA is performing the Services, the parties intend to negotiate in good faith an MA/PA for the Project. These agreements will reflect ADVAXIS's intention to engage NUMODA for Integrator/General Contractor services for the Project.

TERMINATION:

Except as otherwise noted herein, this Agreement will terminate the earlier of: the parties entering into an MA/PA regarding the Project, or sixty (60) days after the effective date of this Agreement. Either party may terminate this Agreement upon fifteen days' written notice. Any payment obligations shall survive termination.

MUTUAL INDEMNIFICATIONS AND LIMITED LIABILITIES:

Each party to this Agreement shall indemnify and hold harmless the other party and its affiliates, and their officers, employees, and directors, from any damages or expenses (including attorney fees) that the other party incurs due to third-party claims or investigations relating to the Services to the extent such damages or expenses are solely caused by the negligence, gross negligence or willful misconduct of that party. Each party to this Agreement further limits its liability to the other party in relation to its performance of this Agreement. Except in the case of liability for willful misconduct, neither party shall be liable to the other party for any loss suffered which is in the nature of loss of profits, opportunities, nor goodwill relating to the Services performed hereunder.

MUTUAL CONFIDENTIALITY:

This Agreement incorporates by reference the provisions of the Mutual Confidentiality Agreement entered into by the parties on October 10, 2008.

EFFECTIVE DATE:

This Agreement is effective as of the last date signed below.

ACCEPTED AND AGREED TO AS OF THE DATE LAST SIGNED BELOW:

ADVAXIS, INC.

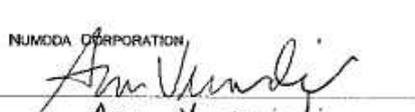
By: 

Printed Name: Thomas A. Moore

Title: Chairman CEO

Date: 11/20/08

NUMODA CORPORATION

By: 

Printed Name: Ann V. Vindici

Title: COO

Date: 11/20/08

CONRAD MIR CONSULTING AGREEMENT

This consulting agreement ("Agreement") is entered into on the date last written below by and between Advaxis, Inc. ("COMPANY") and Conrad Mir ("CONSULTANT"). This Agreement is effective as of December 1, 2008.

COMPANY desires to retain CONSULTANT as an independent contractor to perform certain consulting services on the basis set forth more fully below.

In consideration of the mutual promises contained herein, COMPANY and CONSULTANT agree as follows:

1. Services/Undertakings. CONSULTANT agrees, for the term of this Agreement, that he shall provide the COMPANY with advice and assistance in investor relations and communications, including public relations. Notwithstanding anything to the contrary in this Agreement, CONSULTANT shall not offer or solicit on behalf of COMPANY any investment in company securities of any kind. Any security purchase of any kind must be offered by the COMPANY for consideration, acceptance, and execution by COMPANY or its authorized broker/dealer.
2. Payment for Services. COMPANY shall pay CONSULTANT \$7,500 per month payable on the 20th of the month ("Fees"), together with reimbursement for CONSULTANT's direct costs and out of pocket expenses incurred by CONSULTANT in the performance of the Services hereunder. CONSULTANT shall seek prior written approval from COMPANY for any direct costs or out of pocket expenses in excess of \$1,000.00. CONSULTANT shall submit monthly invoices to COMPANY for its direct costs and out of pocket expenses during the preceding month accompanied, to the extent applicable, by vouchers or receipts evidencing such costs and expenses. Upon termination of this Agreement for any reason, CONSULTANT will be paid Fees, direct costs and out of pocket expenses for work which is then in progress, up to and including the effective date of such termination.
3. Taxes. The fees payable under this Agreement shall not be construed to include local, state or federal sales, use, excise, personal property or similar taxes or duties (hereinafter "Taxes") and any such Taxes other than Taxes based on the net income of CONSULTANT shall be assumed and paid for by COMPANY.
4. Employment Taxes and Benefits. CONSULTANT acknowledges and agrees that it shall be the obligation of CONSULTANT to report in accordance with applicable laws and regulations as income compensation received by CONSULTANT pursuant to this Agreement.
5. Relationship of Parties. CONSULTANT shall perform the Services under the general direction of COMPANY, but CONSULTANT shall determine, in CONSULTANT's sole discretion, the manner and means by which the Services are accomplished, subject to the express condition that CONSULTANT shall at all times comply with applicable law. CONSULTANT is an independent contractor, is not an agent or employee of COMPANY, and has no authority

whatsoever to bind COMPANY by contract or otherwise. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or employer and employee between the parties hereto or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

6. Working Facilities. CONSULTANT shall perform the work at CONSULTANT's facility.

7. COMPANY Property. CONSULTANT acknowledges that COMPANY will retain ownership of documents owned by COMPANY and delivered to CONSULTANT by COMPANY for CONSULTANT's use in the performance of Services under this Agreement. CONSULTANT agrees to return to COMPANY such documents, and any copies thereof, in CONSULTANT's possession at any time upon COMPANY's reasonable request or upon termination of this Agreement, except as COMPANY may, by prior written permission, allow CONSULTANT to retain.

8. Proprietary Rights in Work Product and Data. COMPANY shall own the work product and data developed by CONSULTANT in performing Services for COMPANY, and any intellectual property rights thereto, including copyrights, trade secrets and inventions, whether patentable or not, embodied therein; provided, however, that CONSULTANT shall retain, own, and have the right to use for all purposes, including providing services to third parties, all know-how, methodologies, concepts, processes and techniques conceived, used and/or developed by CONSULTANT in performing the Services.

9. Confidentiality. Each party (the "Receiving Party") agrees to hold the Confidential Information of the other party (the "Disclosing Party") in confidence and not to disclose such Confidential Information to any third parties. For purposes hereof, "Confidential Information" shall include all confidential and proprietary information of the Disclosing Party disclosed to the Receiving Party, which is marked as confidential. Confidential Information shall not include information which: (a) at the time it was disclosed to the Receiving Party, was in the public domain or was in the Receiving Party's rightful possession free of any obligation of confidence; (b) entered the public domain after disclosure without breach of any party's confidentiality obligations; or (c) was independently developed by the Receiving Party.

10. Termination. This Agreement shall commence on December 1, 2008 (the "Effective Date") and shall continue thereafter for a period of one year (the "Term"), and as it may be amended by the parties from time to time, and shall terminate on the anniversary of its Effective Date, unless the parties, in writing, agree to extend the Term. Notwithstanding the foregoing, this Agreement may be terminated as follows:

11.1 Either party may terminate this Agreement in the event of a material breach by the other party of any of its obligations contained herein if such breach continues uncured for a period of thirty (30) days after written notice of such breach to the other party;

11.2 Either party may terminate this Agreement upon written notice to the other party if either party is adjudicated bankrupt, files a voluntary petition of bankruptcy, makes a general assignment for the benefit of creditors, is unable to meet its obligations in the normal course of business as they fall due or if a receiver is appointed on account of insolvency; or

11.3 Either party may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to the other.

11. Warranties.

12.1 CONSULTANT represents and warrants that the Services performed under this Agreement will be performed in a workmanlike manner. The foregoing warranty is in lieu of all other warranties, express, implied or statutory, including but not limited to any warranties of merchantability, fitness for a particular purpose or noninfringement of third party rights. In the case of a breach of warranty by CONSULTANT, COMPANY's sole and exclusive remedy shall be, and CONSULTANT's sole and exclusive obligation shall be, at CONSULTANT's option, for CONSULTANT to correct the defects or refund the Fees paid hereunder.

12.2 COMPANY represents and warrants to CONSULTANT that all marketing materials provided by COMPANY hereunder do not infringe on any third party intellectual property or contractual rights.

12. Limitations on Damages; Hold Harmless.

13.1 CONSULTANT will not be liable for any loss of use, interruption of business, or any indirect, special, incidental or consequential damages of any kind (including lost profits) in connection with the terms of this Agreement and/or its subject matter, regardless of the form of action, whether in contract, tort (including negligence), strict product liability, or otherwise, even if CONSULTANT has been advised of the possibility of such damages. CONSULTANT's aggregate liability to COMPANY under this Agreement will be limited to an amount equal to the payments received by CONSULTANT from COMPANY for the performance of Services hereunder.

13.2 In the event of any claim, demand or action against CONSULTANT by a third party, which claim alleges damage or injury to such party or liability to such party (collectively, "Liability"), arising out of or in connection with the work undertaken by CONSULTANT, CONSULTANT's deliverables to COMPANY hereunder, or other acts or omissions by CONSULTANT, COMPANY agrees to defend, indemnify and hold CONSULTANT harmless from such Liability and all expenses (including attorneys' fees) incurred in connection with or relating thereto not proximately caused by CONSULTANT's gross negligence or intentional wrongdoing.

13.3 COMPANY agrees to defend, indemnify and hold CONSULTANT harmless from and against any claim, demand, or action by a third party arising out of any breach by COMPANY.

13. Other Projects. COMPANY acknowledges that CONSULTANT may, concurrent with the engagements undertaken for COMPANY, undertake other assignments. No such assignments will be with a pharmaceutical or immunotherapy company. COMPANY agrees that, subject to CONSULTANT's compliance with its obligations as set forth above with respect to COMPANY's Confidential Information, such concurrent engagements shall not be deemed to create any conflict of interest.

14. General.

(a) Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally, (ii) by overnight courier upon written notification of receipt, (iii) by telecopy or facsimile transmission when confirmed by telecopier or facsimile transmission, or (iv) by certified or registered mail, return receipt requested, five (5) days after deposit in the mail. All notices must be sent to the address first described above or to such other address that the receiving party may have provided for the purpose of notice in accordance with this Section.

(b) Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of such party.

(c) Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

(d) Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by a court of competent jurisdiction, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and the invalid provision shall be deemed amended to the fullest extent allowable by applicable law to effect the purposes of said provision.

(e) Controlling Law. This Agreement shall be governed in all respects by the laws of the United States of America and the State of New Jersey as such laws are applied to agreements entered into and to be performed entirely within New Jersey between New Jersey residents.

(f) Entire Agreement. This Agreement states the entire agreement between the parties regarding the subject matter hereof and supersede all prior proposals, purchase orders, invoices, agreements, or other communications between the parties, oral or written, regarding

such subject matter. This Agreement shall not be amended, changed or modified unless done so in a writing signed by CONSULTANT and an authorized representative of the COMPANY.

IN WITNESS WHEREOF, the parties hereto have signed this Consulting Agreement as of the date written below.

Advaxis, Inc.
COMPANY:



By: Thomas A Moore

Title: Chairman and CEO _____

Date: _____

Conrad Mir
CONSULTANT:

By: Conrad Mir

Title: _____

Date: _____

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. 333-147752) on Amendment number 1 to Form SB-2 of our report dated January 29, 2009 on the balance sheet of Advaxis, Inc. (a development stage company) as of October 31, 2008 and 2007, and the related statements of operations, stockholders' equity (deficiency), and cash flows for the years ended October 31, 2008 and 2007, and the amounts included in the cumulative columns for the two years in the period ended October 31, 2008. We also consent to the reference to our Firm under the caption "Experts".

New York, New York
January 29, 2009

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO 18.U.S.C. 7350
(SECTION 302 OF THE SARBANES OXLEY ACT OF 2002)**

I, Thomas Moore, certify that:

1. I have reviewed this report on Form 10-KSB for the year ended October 31, 2008 of Advaxis, Inc.; (the “small business issuer”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the small business issuer as of, and for, the periods presented in this report;
4. The small business issuer’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e) for the small business issuer and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the small business issuer, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Evaluated the effectiveness of the small business issuer’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (c) Disclosed in this report any change in the small business issuer’s internal control over financial reporting that occurred during the small business issuer’s most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the small business issuer’s internal control over financial reporting; and
5. The small business issuer’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the small business issuer’s auditors and the audit committee of the small business issuer’s board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the small business issuer’s ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the small business issuer’s internal control over financial reporting.

January 29, 2009

/s/ Thomas Moore

Name: Thomas Moore

Title: Chief Executive Officer

I, Fredrick Cobb, certify that:

1. I have reviewed this report on Form 10-KSB for the year ended October 31, 2008 of Advaxis, Inc.; (the “small business issuer”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the small business issuer as of, and for, the periods presented in this report;
4. The small business issuer’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e) for the small business issuer and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the small business issuer, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Evaluated the effectiveness of the small business issuer’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (c) Disclosed in this report any change in the small business issuer’s internal control over financial reporting that occurred during the small business issuer’s most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the small business issuer’s internal control over financial reporting; and
5. The small business issuer’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the small business issuer’s auditors and the audit committee of the small business issuer’s board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the small business issuer’s ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the small business issuer’s internal control over financial reporting.

January 29, 2009

/s / Fredrick Cobb

Name: Fredrick Cobb

Title: Vice President Finance, Principal Financial Officer

CERTIFICATION-PURSUANT TO SECTION 906 OF THE SARBANES OXLEY ACT OF 2002

The undersigned as Chief Executive Officer of Advaxis, Inc. (the "Company"), does hereby certify that the foregoing Annual Report on Form 10-KSB of the Company for the year ended October 31, 2008 (the "Report"):

- (1) Fully complies with the requirements of section 13 or 15 (d) of the Securities Exchange Act of 1934; and
- (2) Fairly presents, in all material respects, the financial condition and result of operations of the Company.

January 29, 2009

/s/ Thomas Moore

Thomas Moore

Chief Executive Officer

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

CERTIFICATION-PURSUANT TO SECTION 906 OF THE SARBANES OXLEY ACT OF 2002

The undersigned as the Vice President Finance, Principal Financial Officer of Advaxis, Inc. (the "Company"), does hereby certify that the foregoing Annual Report on Form 10-KSB of the Company for the year ended October 31, 2008 (the "Report"):

- (1) Fully complies with the requirements of section 13 or 15 (d) of the Securities Exchange Act of 1934; and
- (2) Fairly presents, in all material respects, the financial condition and result of operations of the Company.

January 29, 2009

/s/ Fredrick Cobb

Fredrick Cobb

Vice President Finance, Principal Financial Officer

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.
