UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of report (Date of earliest event reported): **August 2, 2016**

ADVAXIS, INC.
(Exact Name of Registrant as Specified in Charter)

Delaware	**000-28489**	**02-0563870**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

305 College Road East
Princeton, New Jersey, 08540
(Address of Principal Executive Offices)

(609) 452-9813
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

[ ] Written communications pursuant to Rule 425 under the Securities Act.

[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act.

[ ] Pre-commencement communications pursuant to Rule 14d-2b under the Exchange Act.

[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On August 1, 2016, Advaxis, Inc. ("Advaxis" or the "Company") entered into a global agreement (the "Agreement") with Amgen Inc. ("Amgen") for the development and commercialization of Advaxis' ADXS-NEO, a novel, preclinical investigational immunotherapy, using the Company's proprietary *Listeria monocytogenes* attenuated bacterial vector which activates a patient's immune system to respond against unique mutations, or neoepitopes, contained in and identified from an individual patient's tumor. Under the terms of the Agreement, Amgen receives an exclusive worldwide license to develop and commercialize ADXS-NEO. Amgen will make an upfront payment to Advaxis of $40 million and purchase $25 million of Advaxis common stock. Advaxis and Amgen will collaborate through a joint steering committee for the development and commercialization of ADXS-NEO. Under the Agreement, Amgen will fund the clinical development and commercialization of ADXS-NEO and Advaxis will retain manufacturing responsibilities. Advaxis will also receive development, regulatory and sales milestone payments of up to $475 million and a high single digit to mid-double digit royalty payments based on worldwide sales.

In connection with the Agreement, Amgen is purchasing directly from Advaxis 3,047,446 shares of the Company's Common Stock, $.001 par value per share (the "Shares"), at approximately $8.20 per share (representing a purchase at market using a 20 day VWAP methodology). The gross proceeds to Advaxis from the sale of the shares is $25 million.

Item 8.01. Other Events.

On August 2, 2016, the Company issued a press release announcing its entry into the Agreement. A copy of the press release is being filed as Exhibit 99.1 and is incorporated in this Item by reference.

On August 1, 2016, the Company entered into a securities purchase agreement with Amgen ("SPA"). Pursuant to the SPA, the Company agreed to sell Amgen, and Amgen agreed to purchase from the Company, a total of 3,047,446 shares. A copy of the SPA is attached hereto as Exhibit 10.1 and is incorporated by reference herein. The sale of the Shares will close on August 1, 2016. Alston & Bird LLP, counsel to the Company, delivered an opinion as to the validity of the Shares, a copy of which is attached hereto as Exhibit 5.1 and is incorporated by reference herein. The sale of the Shares was registered pursuant to a Registration Statement (No. 333-203497) on Form S-3 and filed by the Company with the Securities and Exchange Commission. This Current Report on Form 8-K is being filed to incorporate the SPA and opinion by reference into such Registration Statements.

The estimated expenses incurred by the Company in connection with its issuance and distribution of the shares of common stock are set forth in the following table:

SEC Registration Fee	$	2,517.50
Legal Fees and Expenses		35,000.00
Total	$	37,517.50

Item 9.01 Financial Statements And Exhibits.

(d) Exhibits.

The following exhibits are filed as part of this report:

Exhibit Number	Description
5.1	Opinion of Alston & Bird LLP.
10.1	Securities Purchase Agreement, dated as of August 1, 2016, between Advaxis, Inc. and Amgen Inc.
99.1	Press Release dated August 2, 2016.

SIGNATURES

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

ADVAXIS, INC.
(Registrant)

By: */s/ Daniel J. O'Connor*
Daniel J. O'Connor
President and Chief Executive Officer

Date: August 2, 2016

INDEX TO EXHIBITS

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ALSTON&BIRD LLP

90 Park Avenue
New York, NY 10016

212-210-9400
Fax:212-210-9444
www.alston.com

August 1, 2016

Advaxis, Inc.
305 College Road East
Princeton, NJ 08540

Ladies and Gentlemen:

We are acting as counsel to Advaxis, Inc., a Delaware corporation (the "*Company*") in connection with the registration statement on Form S-3 (File No. 333- 203497) filed by the Company with the Securities and Exchange Commission (the "*Commission*") pursuant to the Securities Act of 1933, as amended (the "*Securities Act*"), on April 17, 2015 (the "*Registration Statement*") and declared effective by the Commission on April 27, 2015, and the issuance and sale of an aggregate 3,047,446 shares (the "*Shares*") of common stock, par value $0.001 per share, of the Company (the "*Common Stock*"). The Company is selling the Shares to Amgen Inc. (*"Amgen"*) pursuant to the Securities Purchase Agreement dated August 1, 2016 (the "*Securities Purchase Agreement*") between the Company and Amgen. This opinion is being furnished to you at your request in accordance with the requirements of Item 16 of the Commission's Form S-3 and Item 601(b)(5) of Regulation S-K promulgated under the Securities Act.

We have examined the Amended and Restated Certificate of Incorporation of the Company, the By-Laws of the Company, records of proceedings of the Board of Directors, or committees thereof, and records of proceedings of the stockholders, deemed by us to be relevant to this opinion letter, and the Registration Statement. We also have made such further legal and factual examinations and investigations as we deemed necessary for purposes of expressing the opinion set forth herein. In rendering such opinion, we have relied as to factual matters upon the representations, warranties and other statements made in the Securities Purchase Agreement.

As to certain factual matters relevant to this opinion letter, we have relied conclusively upon originals or copies, certified or otherwise identified to our satisfaction, of such records, agreements, documents and instruments, including certificates or other comparable documents of officers of the Company and of public officials, as we have deemed appropriate as a basis for the opinion hereinafter set forth. Except to the extent expressly set forth herein, we have made no independent investigations with regard to matters of fact, and, accordingly, we do not express any opinion as to matters that might have been disclosed by independent verification.

Based upon the foregoing and subject to the limitations, qualifications, exceptions and assumptions set forth herein, we are of the opinion that the Shares have been duly authorized by all necessary corporate action of the Company and are validly issued, fully paid and nonassessable.

Our opinion set forth herein is limited to the General Corporation Law of the State of Delaware, the laws of the State of New York, and the federal law of the United States, and we do not express any opinion herein concerning any other laws.

This opinion letter is provided to the Company for its use solely in connection with the transactions contemplated by the Securities Purchase Agreement and may not be used, circulated, quoted or otherwise relied upon for any other purpose without our express written consent. The only opinion rendered by us consists of that set forth in the fourth paragraph of this letter, and no opinion may be implied or inferred beyond the opinion expressly stated. Our opinion expressed herein is as of the date hereof, and we undertake no obligation to advise you of any changes in applicable law or any other matters that may come to our attention after the date hereof that may affect our opinion expressed herein.

We consent to the filing of this opinion letter as an exhibit to a Current Report on Form 8-K to be incorporated by reference into the Registration Statement. In giving such consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act, or the rules and regulations of the Commission thereunder.

Very truly yours,

ALSTON & BIRD LLP

By: */s/ Matthew W. Mamak*
Matthew W. Mamak
Partner

SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the 1st day of August, 2016, by and among Advaxis, Inc., a Delaware corporation (the "Company") and Amgen Inc., a Delaware corporation (the "Purchaser"); and

WHEREAS, concurrently with the execution of this Agreement, the Company and the Purchaser have entered into a License and Collaboration Agreement (the "License and Collaboration Agreement"), pursuant to which, among other things, the Company has granted to the Purchaser certain licenses as set forth in Section 5.1 of the License and Collaboration Agreement (collectively, the "License"); and

WHEREAS, the Company has prepared and filed with the Securities and Exchange Commission (the "SEC"), in accordance with the provisions of the Securities Act of 1933, as amended (the "Securities Act"), and the applicable rules and regulations thereunder, a registration statement on Form S-3 (Commission File No. 333-203497), including a prospectus, relating to the shares to be issued and sold pursuant to this Agreement. The term "Registration Statement" as used herein refers to such registration statement (including all financial schedules and exhibits), as amended or as supplemented and includes information contained in the form of final prospectus and supplements thereto (the "Prospectus") filed with the SEC pursuant to Rule 424(b) of the rules under the Securities Act and deemed to be part thereof at the time of effectiveness (the "Effective Date") pursuant to Rule 430A of the rules under the Securities Act.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and Purchaser agree as follows:

ARTICLE I
PURCHASE AND SALE

1.1 *Closing.* Purchaser shall purchase from the Company, and the Company shall issue and sell to Purchaser, 3,047,446 shares (the "Shares") of common stock of the Company, par value $0.001 (the "Common Stock"), equal to $25,000,000.00 (the "Subscription Amount") divided by the Purchase Price (as defined below). Upon satisfaction of the conditions set forth in Section 1.3, the closing shall occur on the date hereof, or on such other date as the parties shall mutually agree (the "Closing").

1.2 *Per Share Purchase Price.* The per share purchase price shall be equal to $8.20 (the "Purchase Price") which was calculated based on the Volume Weighted Average Price based on the 20 trading day period prior to the Closing.

1.3 *Closing Conditions.*

(a) As a condition to the Purchaser's obligation to close, at the Closing, the Company shall have satisfied each of the conditions set forth below or shall deliver or cause to be delivered to Purchaser the items set forth below, as appropriate:

(i) this Agreement duly executed by the Company;

(ii) within five (5) business days of the Closing, a certificate evidencing the Shares, registered in the name of Purchaser (unless such shares have been previously issued to Purchaser through the book- entry facilities of The Depository Trust Company);

(iii) the representations and warranties made by the Company herein shall be true and correct in all material respects on the date made and on the date of the Closing;

(iv) all covenants, agreements and conditions contained in this Agreement to be performed by the Company on or prior to the date of the Closing shall have been performed or complied with in all material respects;

(v) no statute, regulation, executive order, decree, ruling or injunction shall have been enacted, promulgated, endorsed or threatened or is pending by or before any governmental authority of competent jurisdiction which prohibits or threatens to prohibit the consummation of the transaction contemplated by this Agreement; and

(vi) the Company shall have filed an application with The Nasdaq Stock Market for the listing of the Shares.

(b) As a condition to the Company's obligation to close, at the Closing, Purchaser shall have satisfied each of the conditions set forth below or shall deliver or cause to be delivered to the Company the items set forth below, as appropriate:

(i) this Agreement duly executed by Purchaser;

(ii) the Subscription Amount by wire transfer to the account of the Company as set forth on the signature pages hereto;

(iii) the representations and warranties made by Purchaser herein shall be true and correct in all material respects on the date made and on the date of the Closing;

(iv) Purchaser shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by Purchaser at or before the Closing; and

(v) no statute, regulation, executive order, decree, ruling or injunction shall have been enacted, promulgated, endorsed or threatened or is pending by or before any governmental authority of competent jurisdiction which prohibits or threatens to prohibit the consummation of the transaction contemplated by this Agreement.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

2.1 *Representations and Warranties of the Company.* Except as set forth in the Company's public filings under the Securities Exchange Act of 1934, as amended, the Company hereby makes the following representations and warranties as of the date hereof and as of the date of the Closing to Purchaser:

(a) *Organization and Qualification.* The Company is an entity duly incorporated, validly existing and in good standing under the laws of the State of Delaware, with the requisite corporate power and authority to own and use its properties and assets and to carry on its business as currently conducted. The Company is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by the Company makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, would not have or reasonably be expected to result in (i) a material adverse effect on the legality, validity or enforceability of this Agreement, (ii) a material adverse effect on the results of operations, assets, business or financial condition of the Company, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under this Agreement (any of (i), (ii) or (iii), a "*Material Adverse Effect").*

(b) *Authorization; Enforcement.* The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder. The execution and delivery of this Agreement by the Company and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company and no further action is required by the Company in connection therewith. This Agreement has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(c) *No Conflicts.* The execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby do not and will not (i) conflict with or violate any provision of the Company's Amended and Restated Certificate of Incorporation or Amended and Restated Bylaws, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company debt or otherwise) or other understanding to which the Company is a party or by which any property or asset of the Company is bound or affected, or (iii) result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company is bound or affected; except in the case of each of clauses (ii) and (iii), such as would not have or reasonably be expected to result in a Material Adverse Effect.

(d) *Filings, Consents and Approvals.* The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other person in connection with the execution, delivery and performance by the Company of this Agreement, other than (i) the filing with the SEC of a Form 8-K and prospectus supplement relating to the Registration Statement, and applicable Blue Sky filings, if any, and (ii) such as have already been obtained.

(e) *Capitalization.* All of the outstanding shares of the Company's Common Stock are, and all of the Shares, when issued, will be, duly authorized, validly issued, fully paid and nonassessable, and free and clear of all liens created by the Company, and all such shares were, and the Shares, will be issued in material compliance with all applicable federal and state securities laws, including available exemptions therefrom, and none of such issuances were, and the issuance of the Shares will not be, made in violation of any pre-emptive or other rights. The Company has reserved from its duly authorized capital stock the number of shares of Common Stock issuable pursuant to this Agreement. The issuance of the Shares will not trigger any anti-dilution rights of any existing securities of the Company.

(f) *Registration Statement.* The Registration Statement has become effective under the Securities Act, and no stop order suspending the effectiveness of the Registration Statement is in effect, and no proceedings for such purpose are pending before or threatened by the SEC; and any request on the part of the SEC for additional information has been complied with.

2.2 *Representations and Warranties of Purchaser.* Purchaser hereby represents and warrants as of the date hereof and as of the date of the Closing to the Company as follows:

(a) *Organization; Authority.* The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation with full right, corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder. The execution, delivery and performance by Purchaser of the transactions contemplated by this Agreement has been duly authorized by all necessary corporate action on the part of Purchaser. This Agreement has been duly executed by Purchaser, and when delivered by Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of Purchaser, enforceable against it in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(b) *Information.* Purchaser and its advisors, if any, have been furnished with all publicly available materials relating to the business, finances and operations of the Company and such other publicly available materials relating to the offer and sale of the Shares as have been requested by Purchaser. Purchaser and its advisors, if any, have been afforded the opportunity to ask questions of the Company. Neither such inquiries nor any other due diligence investigations conducted by Purchaser or its advisors, if any, or its representatives shall modify, amend or affect such Purchaser's right to rely on the Company's representations and warranties contained herein. Purchaser understands that its investment in the Shares involves a high degree of risk. Purchaser has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Shares.

(c) *No Governmental Review.* Purchaser understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Shares or the fairness or suitability of the investment in the Shares, nor have such authorities passed upon or endorsed the merits of the offering of the Shares.

(d) *Sales; Short Selling.* From and after the date Purchaser received any information about the existence of this offering, Purchaser has not offered, pledged, sold, contracted to sell, sold any option or contract to purchase, purchased any option or contract to sell, granted any option, right or warrant to purchase, loaned, or otherwise transferred or disposed of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, entered into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, or directly or indirectly, through related parties, affiliates or otherwise sold "short" or "short against the box" (as those terms are generally understood) any equity security of the Company. Purchaser covenants that it will not, nor will it authorize or permit any person acting on its behalf to, engage in any such transactions until following the Closing.

(e) *Information Regarding Purchaser.* Purchaser has provided the Company with true, complete, and correct information regarding all applicable items set forth on Purchaser's signature page to this Agreement.

ARTICLE III
MISCELLANEOUS

3.1 *Board of Directors' Observer.* For as long as the License remains in effect pursuant to the terms of the License and Collaboration Agreement, (a) the Purchaser shall be entitled to designate one individual (the "Observer") to attend all meetings of Company's board of directors (the "Board") in a nonvoting observer capacity and (b) the Company shall provide the Observer with copies of all notices, minutes, consents, and other material that it provides to the members of the Board in their capacity as such. For the avoidance of doubt, (x) the Observer may participate in discussions of matters brought to the Board, (y) the Purchaser's right to designate the Observer as set forth in this Section 3.1 shall automatically terminate upon the termination of the License pursuant to the terms of the License and Collaboration Agreement, and (z) the Observer shall be a standing invitee to all meetings of the Board, but shall not be considered a member of the Board.

3.2 *Fees and Expenses.* Each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all stamp and other taxes and duties levied in connection with the sale of the Shares.

3.3 *Entire Agreement.* This Agreement, together with the exhibits and schedules thereto, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

3.4 *Notices.* Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number specified on the signature pages attached hereto prior to 6:30 p.m. (New York City time) on a Trading Day, (b) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number on the signature pages attached hereto on a day that is not a Trading Day or later than 6:30 p.m. (New York City time) on any Trading Day, (c) the Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications is set forth on the signature pages attached hereto. For purposes of this Agreement, "Trading Day" shall mean a day on which the Company's Common Stock is traded on the Nasdaq National Market, or, if the Company's Common Stock is not eligible for trading on the Nasdaq National Market, any day except Saturday, Sunday and any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

3.5 *Amendments; Waivers.* No provision of this Agreement may be waived or amended except in a written instrument signed, in the case of an amendment, by the Company and Purchaser or, in the case of a waiver, by the party against whom enforcement of any such waiver is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right.

3.6 *Construction.* The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

3.7 *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Neither Company nor Purchaser may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

3.8 *No Third-Party Beneficiaries.* This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

3.9 *Governing Law.* All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York.

3.10 *Survival.* The representations, warranties, agreements and covenants contained herein shall survive the Closing and delivery of the Shares.

3.11 *Execution.* This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

3.12 *Severability.* If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

3.13 *Replacement of Securities.* If any certificate or instrument evidencing any of the Shares is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof, or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction and customary and reasonable indemnity, if requested. The applicants for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs associated with the issuance of such replacement certificate.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

ADVAXIS, INC.

By: 

Name: Daniel J. O'Connor
Title: President and Chief Executive Officer

Address for Notice:
305 College Road East
Princeton, NJ 08540
Attn: Daniel J. O'Connor
Tel: 609-250-7600
Fax: 609-452-9818

With a copy to (which shall not constitute notice):

Alston & Bird LLP
90 Park Avenue
New York, New York 10016
Attn: Matthew W. Mamak
Tel: (212) 210-1256
Fax: (212) 210-9444

PURCHASER SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT

AMGEN INC.

By: Robert A. Bradway

LEGAL DEPT EMM

Name: Robert A. Bradway
Title: Chairman of the Board, President & CEO

The above-signed Purchaser hereby provides the following information to the Company:

1. Please provide the following information regarding the Purchaser:

Purchaser Name and Address:

Amgen Inc.
One Amgen Center Drive
Thousand Oaks, CA 91320-1799
Attention: Corporate Secretary

Telephone: (805) 447-1000

Facsimile: (805) 499-6751

NEWS RELEASE

AMGEN AND ADVAXIS ENTER GLOBAL CANCER IMMUNOTHERAPIES COLLABORATION

Collaboration Will Advance Highly Targeted, Patient-Specific Treatment Approach

Advaxis Will Hold a Teleconference at 9:30 a.m. ET Today

THOUSAND OAKS, Calif., and PRINCETON, N.J., (Aug. 2, 2016) – Amgen (NASDAQ:AMGN) and Advaxis, Inc. (NASDAQ:ADXS) today announced a global agreement for the development and commercialization of Advaxis' ADXS-NEO, a novel, preclinical investigational cancer immunotherapy treatment that is designed to activate a patient's immune system to respond against the unique mutations, or neoepitopes, contained in and identified from each individual patient's tumor. This collaboration brings together Amgen's development expertise in immuno-oncology with Advaxis' MINE™ (My Immunotherapy NeoEpitopes) program, which is uniquely positioned to develop a customized approach to cancer treatment.

Under the terms of the agreement, Amgen receives exclusive worldwide rights to develop and commercialize ADXS-NEO. Amgen will make an upfront payment to Advaxis of $40 million and purchase $25 million of Advaxis common stock. Amgen will be fully responsible for funding clinical and commercial activities. Advaxis will lead the clinical development of ADXS-NEO through proof-of-concept, retain manufacturing responsibilities, and receive development, regulatory and sales milestone payments of up to $475 million and potential high single digit to mid-double digit royalty payments based on worldwide sales.

"Amgen's collaboration with Advaxis leverages and enhances our development and commercialization expertise in novel immuno-oncology treatments," said Sean E. Harper, M.D., executive vice president of Research and Development at Amgen. "We look forward to partnering with Advaxis to advance this highly targeted and patient-specific treatment option for patients."

"Amgen is a pioneer in the science of using living cells to develop biologic medicines, making them an incredibly strong partner to develop and commercialize Advaxis' MINE," said Daniel J. O'Connor, president and chief executive officer at Advaxis. "With Amgen's resources, worldwide reach and a culture that embraces science and innovation, we are positioned to accelerate the clinical development program for ADXS-NEO to improve the lives of those who suffer from cancer."

The Advaxis *Lm* Technology™ utilizes live attenuated *Listeria monocytogenes* (*Lm)* bioengineered to produce and deliver tumor antigen/adjuvant fusion proteins within antigen presenting cells with the goal of generating strong, T-cell-mediated immunity. For ADXS-NEO, DNA from each patient's primary tumor and/or metastases as well as normal cells, is sequenced and compared to identify mutations in genes coding for potential neo-antigens in the cancer. Advaxis then engineers and manufactures patient-specific *Lm*-LLO (listeriolysin O) vectors capable of immunizing them against neoepitopes exclusive to their cancer. After the ADXS-NEO infusion, neoepitope peptides corresponding to each patient's cancer-associated mutations are delivered directly into their antigen presenting cells by *Lm*-LLO, where they can stimulate cellular immune responses against multiple neoepitopes simultaneously. Clinical trials for ADXS-NEO are expected to begin in 2017.

About MINE™ (My Immunotherapy Neo-Epitopes) / ADXS-NEO

MINE™ (My Immunotherapy Neo-Epitopes) and ADXS-NEO are designed to activate a patient's immune system to respond against the unique mutations, or neoepitopes, contained in each individual patient's tumor. This strategy, using massive parallel sequencing, eliminates the need for predictive algorithms and enables the development of truly personalized immunotherapies that can be manufactured in a manner that is cost-effective and timely for patients.

MINE™ will evaluate the immunologic and anti-tumor activity of this patient tumor-specific, neoepitope-based immunotherapy. Advaxis and Amgen will use learnings from MINE to identify and target neoepitopes using *Lm* Technology™ and later develop patient specific immunotherapy constructs that incorporate the neoepitope sequences identified in the patient's tumor cells. Clinical studies using ADXS-NEO are in development.

Conference Call and Webcast

Advaxis will host a conference call today, Aug. 2, 2016, beginning at 9:30 a.m. ET. Please see below for details.

Conference call numbers:
Domestic/Canada: 888-466-4442
International: 719-325-2480
Conference ID: 2246109
Webcast: http://public.viavid.com/index.php?id=120644

Accessible via the Investor Relations section of Advaxis' website: http://ir.advaxis.com/

A replay of the conference call and webcast will be available beginning approximately one hour after the completion of the call. Access numbers for this replay are 1 (877) 870-5176 (U.S./Canada) and 1 (858) 384-5517 (international); conference ID: 2246109.

About Amgen

Amgen is committed to unlocking the potential of biology for patients suffering from serious illnesses by discovering, developing, manufacturing and delivering innovative human therapeutics. This approach begins by using tools like advanced human genetics to unravel the complexities of disease and understand the fundamentals of human biology.

Amgen focuses on areas of high unmet medical need and leverages its expertise to strive for solutions that improve health outcomes and dramatically improve people's lives. A biotechnology pioneer since 1980, Amgen has grown to be one of the world's leading independent biotechnology companies, has reached millions of patients around the world and is developing a pipeline of medicines with breakaway potential.

For more information, visit www.amgen.com and follow us on www.twitter.com/amgen.

About Advaxis, Inc.

Located in Princeton, N.J., Advaxis, Inc. is a clinical-stage biotechnology company developing multiple cancer immunotherapies based on its proprietary *Lm* Technology™. The *Lm* Technology™, using bioengineered live attenuated *Listeria monocytogenes* (*Lm*) bacteria, is the only known cancer immunotherapy agent shown in preclinical studies to both generate cancer- fighting T cells directed against cancer antigens and neutralize Tregs and myeloid-derived suppressor cells (MDSCs) that protect the tumor microenvironment from immunologic attack and contribute to tumor growth. Advaxis' lead *Lm* Technology™ immunotherapy, axalimogene filolisbac (AXAL), targets human papillomavirus (HPV)-associated cancers and is in clinical trials for three potential indications: Phase 2 in invasive cervical cancer, Phase 1/2 in head and neck cancer, and Phase 1/2 in anal cancer. The U.S. Food and Drug Administration (FDA) has granted AXAL orphan drug designation for each of these three clinical settings , as well as a Special Protocol Assessment for the Phase 3 AIM2CERV trial in patients with high risk, locally advanced cervical cancer. AXAL has also been classified as an advanced therapy medicinal product for the treatment of cervical cancer by the European Medicines Agency's Committee for Advanced Therapies. Advaxis has two additional immunotherapy products in human clinical development: ADXS-PSA in prostate cancer and ADXS-HER2 in HER2-expressing solid tumors. Advaxis has received Fast Track Designation for ADXS-HER2 for the treatment of patients with newly-diagnosed, non-metastatic, surgically-resectable osteosarcoma and for AXAL for the treatment of high-risk locally advanced cervical cancer.

For additional information on Advaxis, visit www.advaxis.com and connect on Twitter, LinkedIn, Facebook, YouTube and Google+.

Amgen Forward-Looking Statements

This news release contains forward-looking statements that are based on the current expectations and beliefs of Amgen. All statements, other than statements of historical fact, are statements that could be deemed forward-looking statements, including estimates of revenues, operating margins, capital expenditures, cash, other financial metrics, expected legal, arbitration, political, regulatory or clinical results or practices, customer and prescriber patterns or practices, reimbursement activities and outcomes and other such estimates and results. Forward-looking statements involve significant risks and uncertainties, including those discussed below and more fully described in the Securities and Exchange Commission reports filed by Amgen, including its most recent annual report on Form 10-K and any subsequent periodic reports on Form 10-Q and Form 8-K. Unless otherwise noted, Amgen is providing this information as of the date of this news release and does not undertake any obligation to update any forward-looking statements contained in this document as a result of new information, future events or otherwise.

No forward-looking statement can be guaranteed and actual results may differ materially from those Amgen projects. Discovery or identification of new product candidates or development of new indications for existing products cannot be guaranteed and movement from concept to product is uncertain; consequently, there can be no guarantee that any particular product candidate or development of a new indication for an existing product will be successful and become a commercial product. Further, preclinical results do not guarantee safe and effective performance of product candidates in humans. The complexity of the human body cannot be perfectly, or sometimes, even adequately modeled by computer or cell culture systems or animal models. The length of time that it takes for Amgen to complete clinical trials and obtain regulatory approval for product marketing has in the past varied and Amgen expects similar variability in the future. Even when clinical trials are successful, regulatory authorities may question the sufficiency for approval of the trial endpoints Amgen has selected. Amgen develops product candidates internally and through licensing collaborations, partnerships and joint ventures. Product candidates that are derived from relationships may be subject to disputes between the parties or may prove to be not as effective or as safe as Amgen may have believed at the time of entering into such relationship. Also, Amgen or others could identify safety, side effects or manufacturing problems with its products after they are on the market.

Amgen's results may be affected by its ability to successfully market both new and existing products domestically and internationally, clinical and regulatory developments involving current and future products, sales growth of recently launched products, competition from other products including biosimilars, difficulties or delays in manufacturing its products and global economic conditions. In addition, sales of Amgen's products are affected by pricing pressure, political and public scrutiny and reimbursement policies imposed by third-party payers, including governments, private insurance plans and managed care providers and may be affected by regulatory, clinical and guideline developments and domestic and international trends toward managed care and healthcare cost containment. Furthermore, Amgen's research, testing, pricing, marketing and other operations are subject to extensive regulation by domestic and foreign government regulatory authorities. Amgen or others could identify safety, side effects or manufacturing problems with its products after they are on the market. Amgen's business may be impacted by government investigations, litigation and product liability claims. In addition, Amgen's business may be impacted by the adoption of new tax legislation or exposure to additional tax liabilities. If Amgen fails to meet the compliance obligations in the corporate integrity agreement between it and the U.S. government, Amgen could become subject to significant sanctions. Further, while Amgen routinely obtains patents for its products and technology, the protection offered by its patents and patent applications may be challenged, invalidated or circumvented by its competitors, or Amgen may fail to prevail in present and future intellectual property litigation. Amgen performs a substantial amount of its commercial manufacturing activities at a few key manufacturing facilities and also depends on third parties for a portion of its manufacturing activities, and limits on supply may constrain sales of certain of its current products and product candidate development. In addition, Amgen competes with other companies with respect to many of its marketed products as well as for the discovery and development of new products. Further, some raw materials, medical devices and component parts for Amgen's products are supplied by sole third-party suppliers. The discovery of significant problems with a product similar to one of Amgen's products that implicate an entire class of products could have a material adverse effect on sales of the affected products and on its business and results of operations. Amgen's efforts to acquire other companies or products and to integrate the operations of companies Amgen has acquired may not be successful. Amgen may not be able to access the capital and credit markets on terms that are favorable to it, or at all. Amgen is increasingly dependent on information technology systems, infrastructure and data security. Amgen's stock price may be volatile and may be affected by a number of events. Amgen's business performance could affect or limit the ability of the Amgen Board of Directors to declare a dividend or its ability to pay a dividend or repurchase its common stock.

The scientific information discussed in this news release related to Amgen's product candidates is preliminary and investigative. Such product candidates are not approved by the U.S. Food and Drug Administration, and no conclusions can or should be drawn regarding the safety or effectiveness of the product candidates.

Advaxis Forward-Looking Statement

This media statement contains forward-looking statements, including, but not limited to: statements regarding Advaxis' ability to develop the next generation of cancer immunotherapies; and the safety and efficacy of Advaxis' proprietary immunotherapies. These forward-looking statements are subject to a number of risks, including the risk factors set forth from time to time in Advaxis' SEC filings, including but not limited to its report on Form 10-K for the fiscal year ended October 31, 2015, which is available at http://www.sec.gov. Advaxis undertakes no obligation to publicly release the result of any revision to these forward-looking statements, which may be made to reflect the events or circumstances after the date hereof or to reflect the occurrence of unanticipated events, except as required by law. You are cautioned not to place undue reliance on any forward-looking statements.

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