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): September 26, 2013

ADVAXIS, INC.
(Exact name of registrant as specified in its charter)

Delaware	**00028489**	**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)	(Zip Code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

In September 2013, we entered into agreements with certain holders of our outstanding indebtedness to amend the terms of their existing arrangements and provide for repayment or conversion into our securities, as follows:

Moore Notes

On September 26, 2013, we entered into a debt conversion agreement with Thomas A Moore, a Director of our company and our former Chief Executive Officer, with respect to the repayment and partial conversion of amounts owed to Mr. Moore under outstanding promissory notes issued pursuant to that certain Note Purchase Agreement dated September 22, 2008, as amended from time to time. We refer to these outstanding notes as the Moore Notes. As provided in the agreement, following the closing of a major financing and uplisting to a major stock exchange: (a) we will pay Mr. Moore $100,000 in cash as partial repayment of the Moore Notes, (b) one-half of the remaining balance (approximately $162,659) will automatically convert at the closing of the financing into the securities being offered and sold in such financing at a conversion price equal to the public offer price in such financing, and (c) within three months of the closing of any such financing, we will pay Mr. Moore in cash the then remaining outstanding balance under the Moore Notes (after taking into account the $100,000 payment and automatic conversion in our securities). Following the cash payments and partial conversion into our securities, there will no longer be any outstanding balances under the Moore Notes and we will no longer have any obligations under the Moore Notes. Any securities received by Mr. Moore will be restricted securities and subject to customary lock-up restrictions.

Redwood Bridge Notes

On September 27, 2013, we entered into an exchange agreement with Redwood Management, LLC, with respect to the conversion of amounts owed to Redwood under that certain convertible promissory note with an aggregate principal amount of $277,778 issued to Redwood in June 2013 in a bridge financing. We agreed to issue 125,000 restricted shares of our common stock to Redwood, in exchange for the convertible promissory note. Accordingly, we no longer have any outstanding obligations to Redwood under these bridge financing notes.

Series B Preferred Redemption

On September 26, 2013, we entered into a Notice of Redemption and Settlement Agreement with Optimus Capital Partners, LLC, a Delaware limited liability company, dba Optimus Life Sciences Capital Partners, LLC, Optimus CG II, Ltd., a Cayman Islands exempted Company and Socius CG II, Ltd., a Bermuda exempted Company, pursuant to which we agreed to redeem our outstanding shares of Series B Preferred Stock. Pursuant to the agreement, we agreed to cancel an outstanding receivable in the amount of $10,633,584 as of the date of the agreement as payment in full of the redemption payment due under the terms of the Series B Preferred Stock and agreed to issue 33,750 shares of our common stock to settle a disagreement regarding the calculation of the settlement amount under a July 2012 Order and Stipulation. In connection with the redemption, we also agreed to cancel the outstanding warrant held by Optimus. Accordingly, following such redemption, there are no longer any shares of our Series B Preferred Stock issued and outstanding.

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The foregoing summary of the terms of the debt conversion agreement, exchange agreement and redemption of our Series B Preferred Stock are qualified in their entirety by the full text of the agreements, which are filed as Exhibits 10.1, 10.2, and 10.3, respectively, to this Current Report on Form 8-K and incorporated by reference herein.

Item 3.02 Unregistered Sales of Equity Securities.

The disclosure in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item.

In addition, since the end of the period covered by our last periodic report and not otherwise previously disclosed under Item 3.02 of Form 8-K or in a periodic report, we have sold the following equity securities:

On July 31, 2013, we issued and sold an aggregate of 2,329 shares of our common stock to certain of our employees, including three executive officers, pursuant to our Employee Stock Purchase Plan for an aggregate purchase price of $7,028.

On August 1, 2013, we issued 4,000 shares of our common stock to an accredited investor as payment under an engagement letter termination agreement.

On August 12, 2013, we issued 3,600 shares of our common stock to an accredited investor as payment for consulting services rendered.

On August 14, 2013, we issued 15,723 shares of our common stock to an accredited investor as payment for consulting services rendered.

On August 20, 2013, in a private placement pursuant to a note purchase agreement, we issued an accredited investor a secured convertible promissory note in the aggregate principal amount of $108,000, for a purchase price of $100,000. On September 18, 2013, the promissory note was amended and restated to increase the aggregate principal amount to $258,000 and remove the conversion feature for which we received $150,000 in cash. We also issued the accredited investor lender 12,000 shares of our common stock.

On August 28, 2013, pursuant a Securities Purchase Agreement, we issued an accredited investor 45,353 shares of our common stock and warrants to purchase 22,161 shares of our common stock, at an exercise price of $2.76 per share, which warrant expires 3 years from the date of the agreement, for $100,000 in cash.

On September 17, 2013, we issued 25,582 shares of our common stock to an accredited investor as an installment payment under an engagement letter termination agreement and also issued the accredited investor a 2-year warrant a to acquire 30,154 shares of our common stock at $4.90 per share pursuant to such agreement.

On September 27, 2013, we issued 158,385 shares of our common stock to an accredited investor as payment in full of our obligations under an engagement letter termination.

None of these transactions involved any underwriters, underwriting discounts or commissions, except as specified above, or any public offering, and we believe that each transaction was exempt from the registration requirements of the Securities Act of 1933, as amended, by virtue of Section 3(a)(9) or Section 4(2) thereof and/or Regulation D promulgated there under. All recipients had adequate access to information about our company.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Debt Conversion Agreement between Advaxis, Inc. and Thomas A. Moore dated September 26, 2013.
10.2	Form of Exchange Agreement between Advaxis, Inc. and Redwood Management, LLC dated September 27, 2013.
10.3	Notice of Settlement and Redemption Agreement dated September 26, 2013.

SIGNATURES

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

ADVAXIS, INC.

By: /s/ Mark Rosenblum
Name: Mark Rosenblum
Title: Chief Financial Officer

Date: September 27, 2013

EXHIBIT 10.1

ADVAXIS, INC.

DEBT CONVERSION AND REPAYMENT AGREEMENT

THIS DEBT CONVERSION AND REPAYMENT AGREEMENT (this "***Agreement***") is made this 26th day of September, 2013 (the "***Effective Date***"), by and between Advaxis, Inc., a Delaware corporation (the "***Company***") and Thomas A. Moore ("***Holder***"), a Director of the Company. The Company and Holder are sometimes referred to herein collectively as the "***Parties***."

RECITALS

WHEREAS, the Company desires to reduce the debt on its balance sheet in anticipation of completing a major financing and being listed on a major stock exchange (the "***Financing***"); and

WHEREAS, Holder currently holds one or more outstanding promissory notes of the Company with an aggregate principal amount and accrued and unpaid interest of Four Hundred Thirty-Two Thousand Sixty Six Dollars $423,883 (the "***Moore Notes***") as of the date hereof issued pursuant to that certain Note Purchase Agreement dated September 22, 2008, as amended from time to time by and between the Company and Holder; and

WHEREAS, the Parties have reached an understanding for the repayment and partial conversion of the Moore Notes in connection with the Financing, which is illustrated on Annex A hereto.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, representations, warranties, and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and on the premises set forth herein, the Parties hereto agree as follows:

1. PARTIAL CASH PAYMENT AND PARTIAL DEBT CONVERSION

Holder and the Company agree to the payment in full of all of the Company's obligations under the Moore Notes as follows:

(a) $100,000 Payment after Financing Closing. Within five (5) business days of the closing of the Financing, the Company shall pay, or arrange for the payment of, the sum of One Hundred Thousand Dollars ($100,000), by wire transfer of immediately available funds to such account as instructed in writing to the Company by Holder. Holder shall provide Company in writing such account information no later than the date of the closing of the Financing. Such payment shall be in partial repayment of the outstanding balance under the Moore Notes.

(b) Conversion. Upon the closing of the Financing, a sum equal to one-half of the then outstanding aggregate principal amount of the Moore Notes plus accrued and unpaid interest thereon less the payment in (a) above shall automatically convert into securities of the Company as provided in Section 2 hereof.

(c) Final Payment. No later than three (3) months after the closing of the Financing, the Company shall pay, or arrange for the payment in full of the then outstanding aggregate principal amount of the Moore Notes plus accrued and unpaid interest thereon, by wire transfer of immediately available funds to the account instructed in writing to the Company by Holder in (a) above. Such payment shall be the final payment of all outstanding balances under the Moore Notes.

(d) Acknowledgment. The Parties acknowledge and agree that after taking into account the payment of the sum as provided in (a) above, automatic conversion into securities of the Company as provided in (b) above, and payment of the sum provided in (c) above, no further amounts shall be due and outstanding under the Moore Notes and any and all obligations of the Company under the Moore Notes shall automatically, and without further action, terminate and be null and void, and Holder hereby authorizes the Company to file a UCC-3 or other appropriate form, if applicable, to terminate any and all liens against the assets and property of the Company, including the Company's intellectual property, trademarks and trade names, or other security interest of Holder.

2. PARTIAL CONVERSION INTO COMPANY SECURITIES

(a) Holder agrees that, effective upon the closing of the Financing, a sum equal to 50% of (the then outstanding aggregate principal amount and accrued and unpaid interest on the Moore Notes) less (One Hundred Thousand Dollars ($100,000)) shall automatically convert ("***Debt Conversion***"), without any action on the part of the Company or the Holder, into shares of common stock, par value $0.001, of the Company (the "***Conversion Shares***") and, if any are offered and sold in the Financing, warrants to purchase common stock of the Company ("***Conversion Warrants***," and together with the Conversion Shares the "***Conversion Securities***"), at a conversion price equal to the public offering price of such Company securities in the Financing. The Conversion Warrants, if any, will have the same terms as the warrants offered by the Company, if any, in the Financing and will be issued in the same ratio to the Conversion Shares as the ratio of the warrants to the shares of common stock issued to purchasers in the Financing. Effective upon the closing of the Financing, the converted Moore Notes shall no longer be outstanding and shall represent only the right to receive the Conversion Securities.

(b) The Company shall comply with all legal requirements applicable and take such other actions as may be necessary to effectuate the Debt Conversion, including, but not limited to, providing notices to, and responding to queries from, all applicable regulatory authorities and stock exchanges and obtaining all necessary regulatory and third party consents.

(c) The Company shall send to Holder at least two (2) business days prior to the closing of the Financing a notice indicating the amount of unpaid interest accrued through the date of the closing of the Financing and the number of Conversion Securities Holder will be issued upon the Debt Conversion. Within five (5) business days of the closing of the Financing, the Company shall deliver, or arrange for delivery of, the Conversion Securities in the name of the Holder to the address of the Holder set forth in Section 7.

(d) In the event that, as a result of the Debt Conversion, fractions of shares or warrants would be required to be issued, such fractional shares or warrants, as the case may be, shall be rounded up or down to the nearest whole share or whole warrant, as the case may be. The Company shall pay any documentary, stamp or similar issue or transfer tax due on such Debt Conversion.

3. CANCELLATION OF MOORE NOTES

Prior to the payment of the sums as provided in Section 1 above, and the automatic conversion into the Conversion Securities as provided in Section 2 above, Holder shall deliver the relevant Moore Notes for cancellation in part or in whole, as the case may be. If Holder has lost the Moore Notes and is unable to deliver the relevant Moore Notes for cancellation as appropriate, Holder shall submit an affidavit of loss and indemnity agreement so that the Moore Notes may be replaced and deemed cancelled in accordance with the terms hereof.

4. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to Holder that as of the date hereof and as of the closing of the Financing:

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all necessary corporate power and authority to (i) own, operate and occupy its properties and to carry on its business as presently conducted and (ii) enter into this Agreement and the other agreements, instruments and documents contemplated hereby, and to consummate the transactions contemplated hereby and thereby. The Company is qualified to do business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on the Company.

(b) All necessary corporate proceedings, votes, resolutions and approvals relating to the payments contemplated by Section 1 and the issuance and sale of the Conversion Securities contemplated by Section 2 will have been completed by the Company prior to such payment and issuance and sale, as the case may be. Upon execution, this Agreement will constitute a valid and legally binding obligation of the Company, enforceable in accordance with its terms except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(c) The Conversion Securities being issued pursuant to this Agreement will be, upon surrendering the Moore Notes in accordance with this Agreement, duly authorized, validly issued, fully paid and non-assessable.

5. REPRESENTATIONS AND WARRANTIES OF HOLDER

Holder hereby represents and warrants to the Company that as of the date hereof and as of the closing of the Financing:

(a) Holder has full power and authority to enter into this Agreement. Upon execution, this Agreement will constitute a valid and legally binding obligation of Holder, enforceable in accordance with its terms except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(b) The Conversion Securities will be acquired for investment for Holder's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and Holder has no present intention of selling, granting any participation in or otherwise distributing the same except in compliance with applicable U.S. securities laws.

(c) Holder is an "***accredited investor***" within the meaning of Rule 501 of Regulation D promulgated under the U.S. Securities Act of 1933, as amended (the "***Securities Act***").

(d) Holder is an experienced investor in securities of companies in the development stage, can bear the economic risk of its investment, including a total loss, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Conversion Securities. Holder has conducted his own due diligence review of the Company and received copies or originals of all documents he has requested from the Company.

(e) Holder understands that the issuance of the Conversion Securities is exempt from registration under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act that depends upon, among other things, the *bona fide* nature of the investment intent and the accuracy of Holder's representations as expressed herein. Holder understands that the Conversion Securities are characterized as "***restricted securities***" under applicable U.S. federal and state securities laws.

(f) Holder acknowledges and agrees that the Conversion Securities may be required to be subject to a lock-up agreement in connection with the Financing. Holder agrees to execute a lock-up agreement with the relevant underwriters of such Financing in customary form consistent with this section.

6. LEGENDS.

The Parties understand and agree that the Conversion Securities will not be registered at the time of issuance, and the certificates evidencing the Conversion Securities may bear the following legends (or a substantially similar legend) and such other legends as may be required by applicable laws of any state or foreign jurisdiction:

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER THE ACT OR UNLESS SUCH TRANSACTION IS IN COMPLIANCE WITH APPLICABLE FEDERAL AND STATE SECURITIES LAWS."

7. MISCELLANEOUS

(a) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law. The Parties hereby agree that any legal action, suit or proceeding arising out of or relating to this Agreement will be brought in federal or state court located in Delaware.

(b) Entire Agreement; Amendments. This Agreement constitutes the full and entire understanding and agreement between the Parties with regard to the subjects hereof and thereof. Except as otherwise expressly provided herein, neither this Agreement nor any term hereof or thereof may be amended, waived, discharged or terminated, except by a written instrument signed by the Company and Holder.

(c) Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to be effective upon delivery when delivered (i) personally; (ii) by e-mail, provided a positive transmission report is received and a copy is mailed no later than the next business day through a nationally recognized overnight delivery service; or (iii) by overnight delivery with a nationally recognized overnight delivery service, in each case properly addressed to the party to receive the same. The addresses for such communications will be,

in the case of Holder:

Thomas A. Moore
moore@advaxis.com

and in the case of the Company:

Mark Rosenblum
Chief Financial Officer
Advaxis, Inc.
305 College Road East
Princeton, NJ 08540
rosenblum@advaxis.com

or at such other mailing address or e-mail address as the receiving party will have furnished to the sending party in writing.

(d) Severability. The representations, warranties, covenants and agreements made and incorporated by reference herein will survive any investigation made by or on behalf of Holder or the Company, and will survive for two (2) years after the Effective Date.

(e) Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof will inure to the benefit of, and be binding upon, the respective successors, assigns, heirs, executors and administrators of the Parties hereto. Holder may transfer or assign all or any portion of its rights under this Agreement to any person or entity permitted under applicable securities laws.

(f) Interpretations. All pronouns and any variations thereof will be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons or entity or entities may require. All references to "$" or dollars herein will be construed to refer to U.S. dollars. The titles of the Sections and subsections of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement. All references to "including" shall be deemed to mean "including, without limitation."

(g) Severability. In case any provision of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

(h) Counterparts. This Agreement may be executed in counterparts, each of which when so executed and delivered will constitute a complete and original instrument but all of which together will constitute one and the same agreement, and it will not be necessary when making proof of this Agreement or any counterpart thereof to account for any counterpart other than the counterpart of the party against whom enforcement is sought.

In Witness Whereof, the Parties have executed this **Debt Conversion Agreement** as of the date set forth in the first paragraph hereof.

COMPANY:

Advaxis, Inc.

By: /s/Mark J. Rosenblum

Name: Mark J. Rosenblum
Title: Chief Financial Officer

HOLDER:

Thomas A. Moore

/s/ Thomas A. Moore

ANNEX A

EXHIBIT 10.2

EXCHANGE AGREEMENT

EXCHANGE AGREEMENT (the "***Agreement***") is made as of the 27th day of September 2013 (the "***Effective Date***"), by and between Advaxis, Inc., a Delaware corporation (the "***Company***"), and Redwood Management, LLC (the "***Investor***").

WHEREAS, on June 21 2013, the Company and the Investor entered into that certain Securities Purchase Agreement (the "***Purchase Agreement***"), pursuant to which, on June 21, 2013, the Investor purchased from the Company convertible promissory notes with a stated principal amount of $277,777.77 for total consideration of $250,000.00 in cash (the "***Notes***").

WHEREAS, in exchange for the Notes, the Company has duly authorized the issuance to the Investor of One Hundred Twenty-Five Thousand (125,000) shares of its common stock (the "***Common Stock***"), par value $0.001 per share (the "***Exchange Shares***");

WHEREAS, the exchange of the Notes for the Exchange Shares is being made in reliance upon the exemption from registration provided by Section 3(a)(9) of the Securities Act (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises and the mutual agreements, representations and warranties, provisions and covenants contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Exchange. On the Effective Date, subject to the terms and conditions of this Agreement, the Investor shall, and the Company shall, in reliance upon the exemption from registration provided by Section 3(a)(9) of the Securities Act of 1933, as amended (the "***Securities Act***"), exchange the Notes for the Exchange Shares. On the Effective Date, the following transactions shall occur (such transactions in this Section 1, the "***Exchange***"):

(a) Concurrently herewith, the Investor shall deliver or cause to be delivered to the Company (or its designee) the Notes, free and clear of all liens. As of the Effective Date, all of the Investor's rights under the Notes shall be extinguished.

(b) Concurrently herewith, in exchange for the Notes, (i) the Company shall cause the transfer agent for the Common Stock to issue the Exchange Shares to the Investor. The parties agree that the holding period of the Exchange Shares, for purposes of Rule 144 under the Securities Act of 1933 tacks back to the original issue dates of the Notes.

(c) The Company and the Investor shall execute and/or deliver such other documents and agreements as are customary and reasonably necessary to effectuate the Exchange.

2. Waiver and Release.

2.1 In consideration of the transactions contemplated by this Agreement, effective as of the Effective Date, the Investor on behalf of itself and, to the extent permitted by law, its heirs, executors, administrators, devisees, trustees, partners, directors, officers, shareholders, employees, consultants, representatives, predecessors, principals, agents, parents, associates, affiliates, subsidiaries, attorneys, accountants, successors, successors-in-interest and assigns (collectively, the "***Investor Releasing Persons***"), hereby, knowingly, voluntarily and with full understanding of its terms and effects, waives and releases, to the fullest extent permitted by law, any and all actions, causes of action, covenants, contracts, claims and demands whatsoever, known and unknown, relating to the Existing Claims (as defined below) that any of the Investor Releasing Persons had, currently has or may have, that are directly or indirectly related to, based upon, arise out of, or arise in connection with any fact, matter, act or omission, cause, transaction, occurrence or thing occurring up to the date of this release against (i) the Company, (ii) any of the Company's current or former parents, affiliates, subsidiaries, predecessors, assigns, attorneys or counsel, accountants, auditors, employees, consultants or representatives, or (iii) any of the Company's or such other persons' or entities' current or former officers, directors, employees, agents, principals, and signatories or, in the case of any person or entity other than the Company or any of its subsidiaries, such other persons' or entities' current or former members, partners, shareholders, agents, principals, signatories, advisors, spouses, heirs, estates, executors and associates and members of their immediate families (the aforementioned persons and entities set forth in (i), (ii) and (iii) being hereinafter collectively referred to as the "***Company Parties***"). Each Investor hereby acknowledges that such Investor has not relied on any representations or statements of the Company or any other person not set forth herein.

2.2 For purposes of this Agreement, "***Existing Claims***" shall mean all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, whether known or unknown, in law, admiralty, or equity, against any of the Company Parties, which the Investor Releasing Persons ever had, now has or hereafter can, shall, or may have for, upon, or by reason of any violation of the Purchase Agreement prior to the day of the date of this Agreement.

3. Amendment to the Purchase Agreement. Sections 4.1 and 4.11 are hereby deleted in their entirety as follows:

"4.1 [Intentionally Omitted]"; and

"4.11 [Intentionally Omitted]."

4. Representations and Warranties of the Company. The Company hereby represents and warrants to Investor that:

4.1 Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties.

4.2 Capitalization and Voting Rights. The authorized capital of the Company as of the date hereof consists of (i) 5,000,000 shares of Preferred Stock, par value $0.001 per share (the "Preferred Stock"), of which 740 are presently issued and outstanding, and (ii) 25,000,000 shares of Common Stock, of which 5,024,081 shares of Common Stock were issued and outstanding as of September 6, 2013.

4.3 Authorization. All corporate action on the part of the Company, its officers, directors and stockholders necessary for the authorization, execution and delivery of this Agreement and the performance of all obligations of the Company hereunder and thereunder, including, without limitation, the authorization of the Exchange, and the issuance (or reservation for issuance) of the Exchange Shares have been taken on or prior to the date hereof.

4.4 Securities Law Exemptions. Assuming the accuracy of the representations and warranties of the Investor contained herein, the offer and issuance by the Company of the Exchange Shares is exempt from registration under the Securities Act and all applicable state securities laws. The offer and issuance of the Exchange Shares is exempt from registration under the Securities Act pursuant to the exemption provided by Section 3(a)(9) thereof.

4.5 Valid Issuance of the Securities. The Exchange Shares when issued and delivered in accordance with the terms of this Agreement, for the consideration expressed herein, will be duly and validly issued, fully paid and non-assessable. .

4.6 No Consideration Paid. No commission or other remuneration has been paid by the Company for soliciting the exchange of the Notes for the Exchange Shares as contemplated hereby.

5. Representations and Warranties of the Investor. The Investor hereby represents, warrants and covenants that:

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

5.2 Own Account. The Investor understands that the Exchange Shares are "restricted securities" and have not been registered under the Securities Act or any applicable state securities law and is acquiring the Exchange Shares as principal for its own account and not with a view to or for distributing or reselling such securities or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of such securities in violation of the Securities Act or any applicable state securities law and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such securities (this representation and warranty not limiting the Investor's right to sell the Exchange Shares pursuant to a registration statement or otherwise in compliance with applicable federal and state securities laws) in violation of the Securities Act or any applicable state securities law. The Investor is acquiring the Exchange Shares hereunder in the ordinary course of its business.

5.3 Investor Status. At the time the Investor was offered the Exchange Shares, it was, and as of the date hereof it is either: (i) an "accredited investor" as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Securities Act or (ii) a "qualified institutional buyer" as defined in Rule 144A(a) under the Securities Act. The Investor is not required to be registered as a broker-dealer under Section 15 of the Exchange Act.

5.4 Experience of the Investor. The Investor, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the investment in the Exchange Shares, and has so evaluated the merits and risks of such investment. The Investor is able to bear the economic risk of an investment in the Exchange Shares and, at the present time, is able to afford a complete loss of such investment.

5.5 Reliance on Exemptions. The Investor understands that the Exchange Shares are being offered and issued to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying in part upon the truth and accuracy of, and the Investor's compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Investor set forth herein in order to determine the availability of such exemptions and the eligibility of the Investor to acquire the Exchange Shares. Investor understands that the Exchange Shares are characterized as "***restricted securities***" under applicable U.S. federal and state securities laws.

5.6 Ownership. The Investor is the record and beneficial owner of, and has good and marketable title to the Notes, free and clear of any and all liens, security interests, charges or encumbrances, agreements, voting trusts, proxies or other arrangements or restrictions of any kind whatsoever.

5.7 Rule 144 Representations.

(a) Neither the Investor nor any of its affiliates is, and for the three months immediately preceding the date of this Agreement, has been (i) an officer, director, employee or "affiliate" of the Company (as that term is defined in Rule 144(a)(1) promulgated under the Securities Act) or (ii) a "beneficial owner" of more than 10% of the shares of Common Stock (as defined for purposes of Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***").

(b) No commission or other remuneration has been paid by the Investor to the Company in connection with the exchange of the Notes for the Exchange Shares as contemplated hereby.

6. Covenants of the Investor.

6.1 Trading in Common Stock.

(a) The Investor hereby agrees that for the period commencing on the Effective Date and ending on the earlier to occur of (i) the closing date (the "***Offering Date***") after the Securities and Exchange Commission ("***SEC***") declares effective the registration statement on Form S-1 (File Number 333- 188637) originally filed with the SEC on May 15, 2013 (the "***Registration Statement***"), it shall not maintain a Net Short Position (as defined below), and (ii) December 31, 2013. For purposes hereof, a "***Net Short Position***" by the Investor means a position whereby the Investor has executed one or more sales of Common Stock that is marked as a short sale (but not including any sale marked "short exempt") and that is executed at a time when the Investor has no equivalent offsetting long position in the Common Stock (or is deemed to have a long position hereunder or otherwise in accordance with Regulation SHO of the Exchange Act). For purposes of determining whether the Investor has an equivalent offsetting long position in the Common Stock, all shares of Common Stock that are owned by the Investor.

(b) The Investor hereby agrees that for the period commencing on the Effective Date and ending on the Offering Date, it shall not sell, directly or indirectly (including, without limitation, through derivative transactions such as cash-settled total return swaps and options), shares of Common Stock upon any trading day during such period in an amount, in the aggregate, exceeding 50% of the composite aggregate share trading volume as reported on Bloomberg of the Common Stock measured at the time of each sale of securities during such trading day.

6.2 [Intentionally omitted]

6.3 Transfer Restrictions. (a) The Investor acknowledges and agrees that the Exchange Shares may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of the Exchange Shares other than pursuant to an effective registration statement or Rule 144, to the Company or in connection with a pledge, the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred Exchange Shares under the Securities Act.

(b) The Investor agrees to the imprinting, so long as is required by this Section 6.3, of a legend on the Exchange Shares in the following form:

THIS SECURITY HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.

7. Indemnification.

7.1 Indemnification by the Company. The Company agrees to indemnify, hold harmless, reimburse and defend the Investor, and its officers, directors, agents, affiliates, members, managers, control persons, and principal shareholders, against any claim, cost, expense, liability, obligation, loss or damage (including reasonable legal fees) of any nature, incurred by or imposed upon the Investor or any such person which results, arises out of or is based upon (i) any material misrepresentation by Company or breach of any representation or warranty by Company in this Agreement or in any exhibits or schedules attached hereto, or other agreement delivered pursuant hereto; or (ii) after any applicable notice and/or cure periods, any breach or default in performance by the Company of any covenant or undertaking to be performed by the Company hereunder, or any other agreement entered into by the Company and Investor relating hereto.

7.2 Indemnification by the Investor. The Investor agrees to indemnify, hold harmless, reimburse and defend the Company and any of its officers, directors, agents, affiliates, members, managers, control persons, and principal shareholders, against any claim, cost, expense, liability, obligation, loss or damage (including reasonable legal fees) of any nature, incurred by or imposed upon the Investor or any such person which results, arises out of or is based upon (i) any material misrepresentation by the Investor or breach of any representation or warranty by the Investor in this Agreement or in any exhibits or schedules attached hereto, or other agreement delivered pursuant hereto; or (ii) after any applicable notice and/or cure periods, any breach or default in performance by the Investor of any covenant or undertaking to be performed by the Investor hereunder, or any other agreement entered into by the Company and the Investor relating hereto.

8. Miscellaneous

8.1 Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

8.2 Governing Law; Jurisdiction; Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state or federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY**.

8.3 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.4 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (c) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to (a) in the case of the Company to Advaxis, Inc., 305 College Road East, Princeton, New Jersey 08540, Attention: Mark J. Rosenblum, with a copy (which shall not constitute notice) to Reed Smith, LLP, 599 Lexington Avenue, New York, NY 10022, Attention: Yvan-Claude Pierre, email: ypierre@reedsmith.com or (b) in the case of the Investor, to the address as set forth on the signature page or exhibit pages hereof or, in either case, at such other address as such party may designate by TEN (10) business days advance written notice to the other parties hereto.

8.5 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Investor. Any amendment or waiver effected in accordance with this paragraph shall be binding upon Investor and the Company, provided that no such amendment shall be binding on a holder that does not consent thereto to the extent such amendment treats such party differently than any party that does consent thereto.

8.6 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

8.7 Entire Agreement. This Agreement represents the entire agreement and understandings between the parties concerning the Exchange and the other matters described herein and therein and supersedes and replaces any and all prior agreements and understandings solely with respect to the subject matter hereof and thereof.

8.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.9 Interpretation. Unless the context of this Agreement clearly requires otherwise, (a) references to the plural include the singular, the singular the plural, the part the whole, (b) references to any gender include all genders, (c) “including” has the inclusive meaning frequently identified with the phrase “but not limited to” and (d) references to “hereunder” or “herein” relate to this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date provided above.

THE COMPANY

ADVAXIS, INC.

By: _____
Name:
Title:

INVESTOR:

REDWOOD MANAGEMENT, LLC

By: _____
Name:
Title:

Address for Notices:

_____
_____
_____

[Signature Page to Note Exchange Agreement]

Exhibit 10.3

NOTICE OF REDEMPTION AND SETTLEMENT AGREEMENT

NOTICE OF REDEMPTION AND SETTLEMENT AGREEMENT (the "***Agreement***") is made as of the 26th day of September 2013 by and among Advaxis, Inc., a Delaware corporation (the "***Company***"), Optimus Capital Partners, LLC, a Delaware limited liability company, dba Optimus Life Sciences Capital Partners, LLC ("***Optimus Life Sciences***"), Optimus CG II, Ltd., a Cayman Islands exempted Company ("***Optimus CG II***"), Socius CG II, Ltd., a Bermuda exempted Company ("***Socius***" and collectively with Optimus Life Sciences, Optimus CG II and their respective designees, the "***Investors***"), and, solely for purposes of Section 2.4, Crede CG III, Ltd., a wholly owned-subsidiary of Crede Capital Group, LLC. ("***Crede***").

WHEREAS, the Company and Optimus Life Sciences have entered into that certain Preferred Stock Purchase Agreement, dated as of July 19, 2010, as amended by Amendment No. 1 to Preferred Stock Purchase Agreement, dated as of April 4, 2011 (the "***Preferred Stock Purchase Agreement***"), pursuant to which, among other things, the Company (i) agreed to issue to Optimus Life Sciences up to 750 shares of Series B Preferred Stock, $0.001 par value (the "***Series B Preferred Stock***"), subject to the terms and conditions set forth in the Preferred Stock Purchase Agreement and (ii) issued a warrant (the "***Existing Warrant***") to Optimus CG II (as Optimus Life Sciences' designee), dated as of April 4, 2011, to purchase up to 25,560,000 shares of the Company's common stock, par value $0.001 per share (the "***Common Stock***");

WHEREAS, as of the date hereof, 740 shares of Series B Preferred Stock (the "***Preferred Shares***") are issued and outstanding in the name of Optimus Life Sciences;

WHEREAS, as of the date hereof, secured promissory notes issued by Optimus CG II to the Company have an outstanding aggregate principal amount of approximately $10,633,584 (the "***Secured Promissory Notes***");

WHEREAS, on July 24, 2012, the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida entered an Order Approving Stipulation for Settlement of Claim (the "***Order***"), in the matter titled Socius CG II, Ltd. v. Advaxis, Inc.;

WHEREAS, the Order and the Stipulation for Settlement of Claim, dated July 23, 2012, between the Company and Socius (the "***Stipulation***"), provide for the full and final settlement of Socius's $2,888,860 claim against the Company in connection with past due invoices relating to clinical trial services (the "***Claim***");

WHEREAS, pursuant to the Order and the Stipulation, prior to the date of this Agreement the Company has issued and delivered to Socius an aggregate of 24,058,407 shares (192,467 on a post-split basis) of Common Stock (the "***Previously Issued Settlement Shares***");

WHEREAS, the Company and the Investors acknowledge that the Company is required to issue additional shares of Common Stock to Socius pursuant to the Order and the Stipulation; and

WHEREAS, the Company and the Investors desire to (i) effect the voluntary redemption by the Company of the Preferred Shares for an aggregate redemption price equal to the value of the Secured Promissory Notes being cancelled (the "***Redemption Price***") (ii) cancel the Secured Promissory Notes as payment of the Redemption Price, (iii) issue to the Investors pursuant to the Order and Stipulation 33,750 shares of Common Stock (the "***Additional Settlement Shares***"), (iv) cancel the Existing Warrant, and (v) execute a mutual release of any claims held by the Investors and the Company with respect to the Claim.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises and the mutual agreements, representations and warranties, provisions and covenants contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Redemption. On the Closing Date (as defined below), subject to the terms and conditions of this Agreement, the Company shall redeem the Preferred Shares for the Redemption Price. Notwithstanding anything set forth in Sections 6(b) or 6(d) of the Certificate of Designations of Preferences, Rights and Limitations of Series B Preferred Stock of the Company dated as of July 19, 2010, the Company and Optimus Life Sciences agree that (i) the Redemption Price shall be paid solely through the cancellation of the Secured Promissory Notes and (ii) the cancellation of the Secured Promissory Notes shall be sufficient to satisfy the Redemption Price in full and that no other payments or consideration is required to be paid or made to the investor to redeem the Preferred Shares in full. At the Closing (as defined below), the following transactions shall occur (such transactions in this Section 1, the "***Redemption***"):

1.1 Optimus Life Sciences shall deliver or cause to be delivered to the Company the Preferred Shares free and clear of all liens. At the Closing, all of Optimus Life Science's rights under the Preferred Shares shall be extinguished, and the Preferred Shares shall be cancelled and shall cease to exist.

1.2 The Company shall cancel the Secured Promissory Notes and deliver, or cause to be delivered, such cancelled Secured Promissory Notes to Optimus CG II.

1.3 The Company and the Investors shall execute and/or deliver such other documents and agreements as are customary and reasonably necessary to effectuate the Redemption.

2. Additional Agreements. The parties hereto further agree as follows:

2.1 Issuance of Additional Settlement Shares; Cancellation of Existing Warrant.

(a) The Company and Socius hereby acknowledge and agree that the issuance of the Additional Settlement Shares as contemplated hereby, together with the Previously Issued Settlement Shares, shall constitute full and final satisfaction of the Claim in accordance with the Order and Stipulation.

(b) On the Closing Date, the Company shall (i) cause the transfer agent for the Common Stock to credit the Additional Settlement Shares to Socius' or its designee's balance account in accordance with the instructions previously provided by Socius with The Depository Trust Company through its Deposit/Withdrawal at Custodian system without any restriction on transfer or resale, and (ii) cause its legal counsel to issue an opinion to its transfer agent, in form and substance reasonably acceptable to Socius and such transfer agent, that the Additional Settlement Shares (A) shall be legally issued, fully paid and non-assessable, (B) when issued in accordance with the Order shall be exempt from the registration requirements of the Securities Act of 1933, as amended (the "***Securities Act***"), afforded by Section 3(a)(10) of the Securities Act and (C) may be issued without any restriction on transfer or resale.

(c) On the Closing Date, the parties hereto agree that the Existing Warrant shall be deemed cancelled without any further action required by any party hereto.

2.2 Waiver. Effective as of the Closing Date, the Investor and the Company hereby acknowledge that all of the Preferred Shares, the Secured Promissory Notes and the Existing Warrant shall be null and void and of no further force and effect and irrevocably and forever discharges the other party from any and all obligations under the Preferred Shares, the Secured Promissory Notes and the Existing Warrant.

2.3 Releases.

(a) In consideration of the transactions contemplated by this Agreement, including without limitation the issuance of the Additional Settlement Shares, effective as of the Closing Date, the Investors on behalf of themselves and, to the extent permitted by law, their respective heirs, executors, administrators, devisees, trustees, partners, directors, officers, shareholders, employees, consultants, representatives, predecessors, principals, agents, parents, associates, affiliates, subsidiaries, attorneys, accountants, successors, successors-in-interest and assigns (collectively, the "***Investor Releasing Persons***"), hereby, knowingly, voluntarily and with full understanding of its terms and effects, waives and releases, to the fullest extent permitted by law, any and all actions, causes of action, covenants, contracts, claims and demands whatsoever, known and unknown, relating to the Existing Claims (as defined below) that any of the Investor Releasing Persons had, currently has or may have, that are directly or indirectly related to, based upon, arise out of, or arise in connection with any fact, matter, act or omission, cause, transaction, occurrence or thing occurring up to the date of this release against (i) the Company, (ii) any of the Company's current or former parents, affiliates, subsidiaries, predecessors, assigns, attorneys or counsel, accountants, auditors, employees, consultants or representatives, or (iii) any of the Company's or such other persons' or entities' current or former officers, directors, employees, agents, principals, and signatories or, in the case of any person or entity other than the Company or any of its subsidiaries, such other persons' or entities' current or former members, partners, shareholders, agents, principals, signatories, advisors, spouses, heirs, estates, executors and associates and members of their immediate families (the aforementioned persons and entities set forth in (i), (ii) and (iii) being hereinafter collectively referred to as the "***Company Parties***"). Each Investor hereby acknowledges that such Investor has not relied on any representations or statements of the Company or any other person not set forth herein.

(b) In consideration of the transactions contemplated by this Agreement, including without limitation the issuance of the Additional Settlement Shares, effective as of the Closing Date, the Company on behalf of itself and, to the extent permitted by law, its heirs, executors, administrators, devisees, trustees, partners, directors, officers, shareholders, employees, consultants, representatives, predecessors, principals, agents, parents, associates, affiliates, subsidiaries, attorneys, accountants, successors, successors-in-interest and assigns (collectively, the "***Company Releasing Persons***"), hereby, knowingly, voluntarily and with full understanding of its terms and effects, waives and releases, to the fullest extent permitted by law, any and all actions, causes of action, covenants, contracts, claims and demands whatsoever, known and unknown, relating to the Existing Claims (as defined below) that any of the Company Releasing Persons had, currently has or may have, that are directly or indirectly related to, based upon, arise out of, or arise in connection with any fact, matter, act or omission, cause, transaction, occurrence or thing occurring up to the date of this release against (i) any of the Investors, (ii) any of the Investors' respective current or former parents, affiliates, subsidiaries, predecessors, assigns, attorneys or counsel, accountants, auditors, employees, consultants or representatives, or (iii) any of the Investors' or such other persons' or entities' respective current or former officers, directors, employees, agents, principals, and signatories or, in the case of any person or entity other than the Investor or any of its subsidiaries, such other persons' or entities' current or former members, partners, shareholders, agents, principals, signatories, advisors, spouses, heirs, estates, executors and associates and members of their immediate families (the aforementioned persons and entities set forth in (i), (ii) and (iii) being hereinafter collectively referred to as the "***Investor Parties***"). The Company hereby acknowledges that the Company has not relied on any representations or statements of the Investors or any other person not set forth herein.

(c) For purposes of this Agreement, "***Existing Claims***" shall mean the Claim, and all other actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, whether known or unknown, in law, admiralty, or equity, against any of the Company Parties or Investor Parties, as applicable, which the Investor Releasing Persons or Company Releasing Persons, as applicable, ever had, now has or hereafter can, shall, or may have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this Agreement, including without limitation any and all claims which were or could have been asserted by any Investor Releasing Person or Company Releasing Person, as applicable, related to the Order and Stipulation, and the Preferred Shares, the Secured Promissory Notes and the Existing Warrant.

2.4 Trading in Common Stock. The Investors and Crede hereby agree that neither they, nor any of their designees that shall hold any Additional Settlement Shares, shall sell or offer to sell, directly or indirectly (including, without limitation, through derivative transactions such as cash-settled total return swaps and options), any Additional Settlement Shares on, or over the course of, any single trading day in excess of 15% of the daily trading volume in the Common Stock on such trading day on all national securities exchanges or automated quotation systems on which the Common Stock is listed or designated for quotation (as the case may be), excluding any sales of Common Stock by the Investors, Crede or their respective designees.

3. The Closing(s). The transactions contemplated by this Agreement shall take place at the offices of Greenberg Traurig, LLP, The MetLife Building, 200 Park Avenue, New York, New York 10166, on the date hereof or at such other time and place as the Company and the Investor mutually agree (the "***Closing***" and the "***Closing Date***").

4. Representations and Warranties of the Company. The Company hereby represents and warrants to Investor that:

4.1 Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties.

4.2 Capitalization and Voting Rights. The authorized capital of the Company as of the date hereof consists of (i) 5,000,000 shares of Preferred Stock, par value $0.001 per share, of which 740 are presently issued and outstanding, and (ii) 25,000,000 shares of Common Stock, of which 4,872,372 shares of Common Stock were issued and outstanding as of July 12, 2013.

4.3 Authorization. All corporate action on the part of the Company, its officers, directors and stockholders necessary for the authorization, execution and delivery of this Agreement and the performance of all obligations of the Company hereunder and thereunder, including, without limitation, the issuance of the Additional Settlement Shares have been taken on or prior to the date hereof.

4.4 Valid Issuance of the Securities. The Additional Settlement Shares have been duly authorized by all necessary corporate action and, when issued and delivered in accordance with the terms of this Agreement, for the consideration expressed herein, will be duly and validly issued, fully paid and non-assessable, free and clear of all liens, encumbrances and preemptive and similar rights to subscribe for or purchase securities.

5. Representations and Warranties of the Investors. The Investor hereby jointly and severally represent, warrant and covenant that:

5.1 Authorization. Each Investor is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with the requisite power and authority to enter into and to consummate the transactions contemplated hereby and otherwise to carry out its obligations hereunder.

5.2 Validity; Enforcement. This Agreement has been duly and validly authorized, executed and delivered on behalf of each Investor and shall constitute the legal, valid and binding obligation of each Investor enforceable against each Investor in accordance with its terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

5.3 No Conflicts. The execution, delivery and performance by each Investor of this Agreement, and the consummation by each Investor of the transactions contemplated hereby will not (i) result in a violation of the organizational documents of such Investor or (ii) conflict with, or constitute a default (or an event which 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 of, any agreement, indenture or instrument to which such Investor is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to such Investor, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of such Investor to perform its obligations hereunder.

5.4 Reliance on Exemptions. The Investors understand that the Additional Settlement Shares are being offered and issued to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying in part upon the truth and accuracy of, and the Investors' compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Investors set forth herein in order to determine the availability of such exemptions and the eligibility of the Investors to acquire the Additional Settlement Shares.

5.5 Information. The Investors and their advisors, if any, have been furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and issuance of the Additional Settlement Shares which have been requested by the Investors. The Investors and their 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 the Investors or their advisors, if any, or their representatives shall modify, amend or affect the Investors' right to rely on the Company's representations and warranties contained herein. The Investors understand that their investment in the Additional Settlement Shares involves a high degree of risk. The Investors have sought such accounting, legal and tax advice as they have considered necessary to make an informed investment decision with respect to their acquisition of the Additional Settlement Shares. The Investors are relying solely on their own accounting, legal and tax advisors, and not on any statements of the Company or any of its agents or representatives, for such accounting, legal and tax advice with respect to its acquisition of the Additional Settlement Shares and the transactions contemplated by this Agreement.

6. Miscellaneous

6.1 Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6.2 Governing Law; Jurisdiction; Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state or federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

6.3 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and each of the Investors. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each Investor and the Company.

6.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date provided above.

ADVAXIS, INC.

By: /s/ Mark J. Rosenblum
Name: Mark. J. Rosenblum
Title: Chief Financial Officer

OPTIMUS CAPITAL PARTNERS, LLC

By: /s/ Terren Peizer
Name: Terren Peizer
Title: Managing Director

OPTIMUS CG II, LTD.

By: /s/ Terren Peizer
Name: Terren Peizer
Title: Managing Director

SOCIUS CG II, LTD.

By: /s/ Terren Peizer
Name: Terren Peizer
Title: Managing Director

CREDE CG III, LTD.

By: /s/ Terren Peizer
Name: Terren Peizer
Title: Managing Director