EFFECTIVE AUGUST 23RD, 2004
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) November 12, 2004

Great Expectations and Associates, Inc.
(Exact name of registrant as specified in its charter)

Colorado	0001100397	841521955
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

212 Carnegie Center, Ste 206, Princeton, NJ	08540
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code (609) 844-7755

501 S. Cherry Street, Ste 610, Denver, CO 80246
(Former name or former address, if changed since last report.)

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):

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

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

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

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

Section 2 - Financial Information

Item 2.01 Completion of Acquisition or Disposition of Assets.

Business

On November 12, 2004, the Company acquired Advaxis, Inc., a Delaware corporation ("Advaxis"), through a share exchange and reorganization (the "Acquisition"), pursuant to which Advaxis became a wholly-owned subsidiary of the Company, and acquired (i) all of the issued and outstanding shares of common stock of Advaxis and Series A Preferred Stock of Advaxis in exchange for an aggregate of 15,597,723 shares of authorized, but theretofore unissued, shares of common stock, no par value, of the Company, (ii) all of the issued and outstanding warrants to purchase Advaxis capital stock, in exchange for warrants to purchase 584,885 shares of the Company, and (iii) all of the issued and outstanding options to purchase Advaxis capital stock in exchange for an aggregate of 2,381,525 options to purchase common stock of the Company, constituting approximately 96% of the capital stock of the Company prior to the issuance of shares of Common Stock of the Company in the private placement described in Section 3.02 of this 8-K report. Prior to the closing of the Acquisition, the existing shareholders of the Company had each surrendered 99.5% of the shares of common stock, thus reducing the issued and outstanding shares of Common Stock of the Company from 150,520,000 shares to 752,600 shares. Additionally, 752,600 shares of Common Stock of the Company was issued to the financial advisor in connection with the Acquisition.

Advaxis is a development stage biotechnology company utilizing multiple mechanisms of immunity to develop cancer vaccines that are more effective and safer than existing vaccines. Advaxis' technology is embodied in exclusive patent licenses from the University of Pennsylvania.

Item 3.02 Unregistered Sales of Equity Securities.

On November 12, 2004, the Company sold to accredited investors at an initial closing of a private placement offering 117 Units at $25,000 per Unit for an aggregate purchase price of $2,925,000. In making such sale, the Company relied on the exemption from registration provided by Section 506 of Regulation D. Each Unit is comprised of (i) 87,108 shares of Common Stock, no par value, of the Company ("Common Stock") and (ii) a 5-year Warrant (each a "Warrant" and collectively the "Warrants) to purchase 87,108 shares of Common Stock at an exercise price of $0.40 per share. At the Initial Closing, the accredited investors received an aggregate of 10,191,638 shares of Common Stock and Warrants to purchase 10,191,638 shares of Common Stock. The Company is continuing to market the Units and presently intends to market up to a maximum aggregate of $7,000,000 of said Units unless the Company, in its sole discretion, increases the offering to a maximum aggregate of $10,000,000. The Company issued to the Placement Agent and/or its designees an aggregate of 2,057,160 shares of Common Stock and warrants to acquire up to an aggregate of 2,038,328 shares of Common Stock. The proceeds of such sales will be used principally to fund further development of cancer vaccines and provide funding to conduct a Phase I trial in currently developed vaccines and to cover the costs of development and testing. In addition, on November 12, 2004, $595,000 aggregate principal amount of convertible promissory notes of Advaxis ("Advaxis Notes") were converted into Units on the same terms as the Units sold. The holders of the Advaxis Notes received an aggregate of 2,136,441 shares of Common Stock and warrants to purchase 2,136,441 shares of Common Stock upon conversion of the Advaxis Notes plus accrued interest thereon. Following the Acquisition, the Offering and conversion of the Advaxis Notes there were 31,488,161 shares of Common Stock issued and outstanding.

Section 4 - Financial Information

Item 4.01 Changes in Registrant's Certifying Accountant.

On November 12, 2004, our Board of Directors approved to dismiss Tannenbaum & Company P.C. as our independent registered public accounting firm. The audit reports of Tannenbaum & Company P.C. on our financial statement for the fiscal years ended October 31, 2003 and October 31, 2002 did not contain any adverse opinion or disclaimer of opinion, and were not qualified or modified as to uncertainty, audit scope, or accounting principles. However, the reports included an explanatory paragraph wherein Tannenbaum & Company P.C. expressed substantial doubt about our ability to continue as a going concern. These reports related to the Company prior to the Acquisition and not with respect to the combined company.

In connection with the audits of the years ended October 31, 2002 and 2003 and during subsequent interim periods through October 31, 2004, we did not have any disagreements with Tannenbaum & Company P.C. on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure, which if not resolved to the satisfaction of Tannenbaum & Company P.C. would have caused them to make reference to the subject matter of the disagreement in connection with their reports on our financial statements.

We have provided Tannenbaum & Company P.C. with a copy of this report prior to its filing with the Commission.

On November 12, 2004 we engaged Goldstein Golub Kessler LLP, an independent registered accounting firm. During the years ended October 31, 2002 and 2003 and the year ended October 31, 2004, we did not consult with Goldstein Golub Kessler LLP regarding either:

1. the application of accounting principles to any specified transaction, either completed or proposed or the type of audit opinion that might be rendered on our financial statements, and neither a report was provided to us nor oral advice was provided that was an important factor considered by us in reaching a decision as to the accounting, auditing or financial reporting issue; or

2. any matter that was either the subject of disagreement or event, as defined in Item 304(a)(1)(iv) Regulation S-B and the related instruction to Item 304 of Regulation S-B, or a reportable event that term is explained in Item 304(a)(1)(iv) of Regulation S-B.

Section 5 - Corporate Governance and Management

Item 5.01 Change in Control of Registrant.

With the issuance of 15,597,723 shares of Common Stock to holders of capital stock of Advaxis upon the Company's Acquisition, the former holders of capital stock of Advaxis became the holders of approximately 95% of the voting securities of the Company before issuance of Common Stock in the private placement (also on November 12, 2004), which private placement reduced the percentage ownership of such former holders of capital stock of Advaxis to approximately 5% of the issued and outstanding shares. The change of control of the Company was effected solely by the issuance of newly issued shares of the Company to the former shareholders of Advaxis upon the Acquisition without any other consideration.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

(a) Effective on November 12, 2004, upon the Acquisition, the then officers and directors of the Company resigned and were replaced by persons who have been officers and directors of Advaxis. See 5.02(c) of this report on Form 8-K.

(b) See 5.02(c) of this report on Form 8-K.

(c) The following persons became the executive officers and directors of the Company on November 12, 2004. Prior to the Acquisition, such persons had no relationship with the Company.

Name	Age	Position
J. Todd Derbin(3)	52	President, Chief Executive Officer and Director
Dr. James Patton(1)	47	Chairman of the Board of Directors
Roni A. Appel(3)	38	Chief Financial Officer, Secretary and Director
Dr. Thomas McKearn(2)	56	Director
Dr. Steven Roth	62	Director
Scott Flamm(1) (2)	50	Director

(1) Member of the Audit Committee.
(2) Member of the Compensation Committee.
(3) Member of the Nominating and Corporate Governance Committee.

J. Todd Derbin. Mr. Derbin has previously served as Advaxis' President, Chief Executive Officer and a director since November 2002. From 1996 until June, 2001, Mr. Derbin was the founder and Chairman of the Board of Directors, President, and Chief Executive Officer of Micrus Corporation, a market leader in the design and development of highly differentiated and proprietary interventional neuroradiology devices and delivery systems. From 1992 until 1996, he served as Director of Corporate Business Development, Commercial Director - Cardiovascular and Director of Strategic Planning, Mergers & Acquisitions with Biocompatibles International, plc, a UK biotechnology/biomedical company. Prior to this, Mr. Derbin served as Chief Executive Officer of Syncare Corporation, developers of synthetic wound care products and drug delivery systems. Mr. Derbin is an alumnus of Wilkes College and the Wharton School of the University of Pennsylvania.

Dr. James Patton. Dr. Patton has previously served as Chairman of Advaxis' Board of Directors since February 2002 and as Advaxis' Chief Executive Officer from February 2002 to November 2002. Additionally, since February 1999, Dr. Patton has served as the President of Comprehensive Oncology Care, LLC, which owns and operates a cancer treatment facility in Exton, Pennsylvania and as Vice President of Millennium Oncology Management, Inc., which provides technical services for oncology care to four sites. From February 1999 to September 2003, Dr. Patton served as a consultant to LibertyView Equity Partners SBIC, LP, a venture capital fund based in Jersey City, New Jersey ("LibertyView"). From July 2000 to December 2002, Dr. Patton served as a director of Pinpoint Data Corp. From February 2000 to November 2000, Dr. Patton served as a director of Healthware Solutions. From June 2000 to June 2003, Dr. Patton served as a director of LifeStar Response. He earned his B.S. from the University of Michigan, his Medical Doctorate from Medical College of Pennsylvania, and his M.B.A. from the University of Pennsylvania's Wharton School.

Roni A. Appel. Mr. Appel has previously served as Advaxis' Secretary and Chief Financial Officer since inception. Since January 1999, Mr. Appel has been a partner and managing director in LV Equity Partners (fka LibertyView Equity Partners). From 1998 until 1999, he was a founder and the director of business development at Americana Financial Services, Inc. From 1994 to 1998, he was an attorney in the State of Israel and completed his MBA at Columbia University.

Dr. Thomas McKearn. Dr. McKearn has previously served as an Advaxis director since July 2002. Dr. McKearn is a founder of Cytogen Corporation, then as an Executive Director of Strategic Science and Medicine at Bristol-Myers Squibb and now as the VP. Medical Affairs at GPC-Biotech. Prior to entering the biotechnology industry in 1981, McKearn did his medical, graduate and post-graduate training at the University of Chicago and served on the faculty of the Medical School at the University of Pennsylvania.

Dr. Steven Roth. Dr. Roth has previously served as an Advaxis director since November 2002. He is a co-founder of Neose Technologies, a publicly traded biotechnology company, since 1990, and has served as its chief executive and board chairman since 1994. Between 1980 and 1992 he was a professor of biology at Penn University and was appointed department chairman in 1982, serving in that role until 1987. At Penn, Dr. Roth helped form its Plant Science Institute. Between 1992 and 1994 he was the chief scientific officer and vice president, research and development, of Neose Technologies. From 1970 through 1980, Dr. Roth was assistant and associate professor of biology at The Johns Hopkins University. Dr. Roth received an A.B. degree from Johns Hopkins in 1964, a Ph.D. from Case Western Reserve University in 1968, and did postdoctoral work in carbohydrate chemistry at Hopkins from 1968-1970.

Scott Flamm. Mr. Flamm has previously served as an Advaxis director since its inception. Since June 1998, Mr. Flamm has been the president and general partner of LV Equity Partners (fka Liberty View Equity Partners). From 1988 until January 1993, he was Executive Vice President, Chief Operating Officer and a Director of Catalyst Energy, a $2 billion independent power producer. He received his masters in public health from Yale University.

Executive Compensation of J. Todd Derbin

The officers of Advaxis became the officers of the Company after the closing of the Acquisition. The following table sets forth the compensation earned during the years ended December 31, 2002 and 2003 by Advaxis' J. Todd Derbin who, on November 12, 2004, became the Chief Executive Officer:

		Annual Compensation		Long Term Compensation Awards
Name And Principal Position		**Salary($)**	**Bonus($)**	**Securities Underlying Options**
J. Todd Derbin	2003	$ 150,000	60,000	1,172,727
President, Chief Executive Officer, and Director	2002	$ 25,000	$ —	—

Related Party Transactions

Advaxis entered into an employment agreement with Mr. Derbin on October 24, 2002, pursuant to which Mr. Derbin is employed as the Chief Executive Officer of Advaxis and became the Chief Executive Officer of the Company upon the closing of the Acquisition. The current term of the agreement expires January 1, 2005 but will be automatically renewed for additional one-year periods until either party gives the other party written notice of its intent not to renew at least 30 days prior to the end of the term. Mr. Derbin has been receiving an annual base salary of $150,000; provided, that on the closing of the offering of Units, if the Company sold 120 Units, Mr. Derbin's annual base salary would be adjusted to $225,000 and provided, further that if the Company sold more than 120 Units, Mr. Derbin's annual base salary would be adjusted to $250,000. Mr. Derbin is entitled to participate in the Company's bonus program which will be dependent upon the achievement of certain milestones. Additionally, Advaxis granted Mr. Derbin 1,172,767 options to purchase shares of common stock of Advaxis subject to a 4 year vesting period, 25% vest at the first anniversary of the effective date and 75% vest in 36 equal installments at the end of each calendar month. Upon the closing of the Acquisition, such options became options to purchase shares of Common Stock of the Company.

Carmel Ventures, Inc. ("Carmel") is owned by Roni Appel and had provided various consulting services to Advaxis and will continue providing services to the Company. Carmel was paid consulting fees by Advaxis of $5,000 per month since November 1, 2002 which fees accrued but were not paid. As of October 31, 2004, such accrued fees amounted to $120,000. Carmel has assigned $35,000 of such fees to Mr. Scott Flamm, who is also a director of the Company. Carmel and Mr. Flamm converted $65,000 and $35,000 respectively into convertible bridge notes and warrants. In addition Carmel has received a $35,000 bonus which has been converted into Units. Furthermore, Advaxis had granted Carmel options to purchase shares of common stock of Advaxis at the rate of 7,044 options per month since November 11, 2002. As of November 12, 2004 the total number of options received by Carmel was 140,873. The exercise price of these options is $0.35 per share. Carmel has assigned 70,436 of these options to Mr. Flamm. Upon the Acquisition, such options became options to purchase shares of Common Stock of the Company. Following the Acquisition, the contract with Carmel will continue until December 31, 2004, and will automatically renew thereafter for successive six month terms, at the same compensation, unless terminated by either party.

Item 5.05 Amendments to the Registrant's Code of Ethics, or Waiver of a Provision of the Code of Ethics.

Effective on November 12, 2004, the Company adopted a Code of Ethics (filed hereto as Exhibit 14.1). Prior thereto, the Company had no formal, written code of ethics.

Section 8 - Other Events

Item 8.01 Other Events.

A. Certificate of Incorporation and By-laws.

As soon as practicable following the Acquisition, the certificate of incorporation of the Company will be amended and restated to: (i) change the name of the Company to Advaxis, Inc., to change the par value of the common stock of the Company from no par value to par value $.001 per share, and to add 5,000,000 shares of "blank check preferred" to the authorized capital of the Company, the rights, privileges and powers of which may be designated by the Board of Directors of the Company from time to time.

As soon as practicable following the Acquisition, the bylaws of the Company will be amended and restated in their entirety.

Section 9 - Financial Statements and Exhibits

A. Financial Statements of Business Acquired

Advaxis, Inc. Financial Statements for the years ended December 31, 2002 and December 31, 2001 with independent auditors report (including Balance Sheets, Statement of Operations, Statements of Shareholders' Equity, Statement of Cash Flows, and Notes to Consolidated Financial Statements). It is impractical to provide the required financial statements at the date of the filing of this Form 8-K. The required financial statements will be provided as soon as practicable, but no later than January 28, 2005.

B. Pro Forma Financial Information

Unaudited Pro Forma Condensed Financial Statements of Great Expectations and Associates, Inc. (including Balance Sheet, Statement of Operations and Notes to Financial Statements) as of and for the year ended October 31, 2004. It is impractical to provide the required financial statements at the date of the filing of this Form 8-K. The required pro forma financial statements will be provided as soon as practicable, but no later than January 28, 2005.

C. Exhibits

Exhibit 3.1	Form of Warrant issued to purchasers
Exhibit 3.2	Form of Warrant issued to Placement Agent
Exhibit 10.1	Share and Exchange Agreement, dated as of August 25, 2004, by and among the Company, Advaxis and the shareholders of Advaxis.
Exhibit 10.2	Form of Securities Purchase Agreement, by and among the Company and the purchasers listed as signatories thereto
Exhibit 10.3	Form of Registration Rights Agreement, by and among the Company and the persons listed as signatories thereto
Exhibit 10.4	Form of Standstill Agreement, by and among the Company and persons listed on Schedule 1 attached thereto
Exhibit 14.1	Code of Ethics
Exhibit 16.1.	Letter from Tannenbaum & Company P.C., dated November 18, 2004, regarding their dismissal as the Company's independent registered public accounting firm.
Exhibit 17.1	Letter of Resignation of Fred Mahlke
Exhibit 17.2	Letter of Resignation of Daniel Unrein, Jr.

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.

GREAT EXPECTATIONS AND ASSOCIATES, INC.

November 18, 2004

By: /s/ J. Todd Derbin

Name: J. Todd Derbin
Title: President and Chief Executive Officer

NEITHER THESE SECURITIES NOR THE SECURITIES FOR WHICH THESE SECURITIES ARE EXERCISABLE HAVE 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. NOTWITHSTANDING THE FOREGOING, THESE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY SUCH SECURITIES.

GREAT EXPECTATIONS AND ASSOCIATES, INC.

WARRANT

Warrant No. _____ Date of Original Issuance: November 12, 2004

Great Expectations and Associations, Inc., a Colorado corporation (the "COMPANY"), hereby certifies that, for value received, _____ or his, her, or its registered assigns (the "HOLDER"), is entitled to purchase from the Company up to a total of _____ (_____) shares of common stock, par value $0.001 per share (the "COMMON STOCK"), of the Company (each such share, a "WARRANT SHARE" and all such shares, the "WARRANT SHARES") at an exercise price equal to $0.40 per share (as adjusted from time to time as provided in Section 9, the "EXERCISE PRICE"), at any time and from time to time from and after the date hereof and through and including November 12, 2009 (the "EXPIRATION DATE"), and subject to the following terms and conditions:

1. Definitions. This warrant (the "Warrant") is one of a series of similar warrants issued pursuant to the Securities Purchase Agreement, among Great Expectations, Inc. (the predecessor in interest to the Company) and the purchasers named therein, dated September 14, 2004 (the "SECURITIES PURCHASE AGREEMENT"). All such warrants are collectively referred to herein as the "WARRANTS". Capitalized terms used and not otherwise defined herein have the meanings as defined in the Securities Purchase Agreement.

2. Registration of Warrant; Transfers. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "WARRANT REGISTER"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary. The Holders are entitled to the benefits of the Securities Purchase Agreement, which provides, among other things, for certain registration rights and certain restrictions on the transfer of the Warrants and the Warrant Shares, and each Holder, by acceptance of a Warrant, accepts the restrictions and other provisions of the Securities Purchase Agreement.

3. Registration of Transfers. The Company shall register the transfer of any portion of this Warrant in the Warrant Register, upon surrender of this Warrant, with the Form of Assignment attached hereto duly completed and signed, to the Company at its address specified herein. Upon any such registration or transfer, a new Warrant to purchase Common Stock, in substantially the form of this Warrant (any such new Warrant, a "NEW WARRANT"), evidencing the portion of this Warrant so transferred shall be issued to the transferee and a New Warrant evidencing the remaining portion of this Warrant not so transferred, if any, shall be issued to the transferring Holder. The acceptance of the New Warrant by the transferee thereof shall be deemed the acceptance by such transferee of all of the rights and obligations of a holder of a Warrant.

4. Exercise and Duration of Warrants. This Warrant shall be exercisable by the registered Holder at any time and from time to time on or after the date hereof to and including the Expiration Date; provided, that if (i) the average of the Closing Prices for any consecutive 30 Trading Days period is at least $1.00, (ii) the average daily trading volume of the Common Stock during such 30-Trading Day period is at least 100,000 shares, and (iii) a Registration Statement covering the resale of the Warrant Shares is at such time effective (the first date upon which the conditions set forth in (i), (ii) and (iii) are satisfied, being referred to as the "EARLY EXPIRATION TRIGGERING EVENT"), then the Warrant shall be canceled and shall be of no further force and effect (to the extent not previously exercised) as of the 45th day following the Early Expiration Triggering Event; provided, that, and only if, the Company gives written notice to the Holder of same within five days following the Early Expiration Triggering Event it being understood that such notice and 45-day

period is intended to give the Holder a reasonable opportunity to exercise this Warrant prior to such cancellation. As used herein, the term "CLOSING PRICE" means, for any date, the price determined by the first of the following clauses that applies: (A) if the Common Stock is then listed or quoted on New York Stock Exchange, the American Stock Exchange, the Nasdaq National Market, the Nasdaq Small Cap Market or the OTC Bulletin Board or any successor to any of the foregoing, the closing price per share of the Common Stock for such date (or the nearest preceding date) on the primary market or exchange on which the Common Stock is then listed or quoted; (B) if prices for the Common Stock are then reported in the "Pink Sheets" published by the National Quotation Bureau Incorporated (or a similar organization or agency succeeding to its functions of reporting prices), the most recent closing bid price per share of the Common Stock so reported; or (C) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Investors and the Company.

The Company may not call or redeem all or any portion of this Warrant without the prior written consent of the Holder.

5. Delivery of Warrant Shares.

(a) Upon delivery to the Company of an exercise notice in the form attached hereto (the "EXERCISE NOTICE") at the Company's address for notice set forth herein and upon payment of the Exercise Price multiplied by the number of Warrant Shares that the Holder intends to purchase hereunder, the Company shall promptly (but in no event later than three Trading Days after the Date of Exercise (as defined herein) issue and deliver to the Holder, a certificate for the Warrant Shares issuable upon such exercise, which, unless otherwise required by the Securities Purchase Agreement, shall be free of restrictive legends. The Company shall, upon request of the Holder and subsequent to the date on which a registration statement covering the resale of the Warrant Shares has been declared effective by the Securities and Exchange Commission, use its best efforts to deliver Warrant Shares hereunder electronically through the Depository Trust Corporation or another established clearing corporation performing similar functions, if available, provided, that, the Company may, but will not be required to change its transfer agent if its current transfer agent cannot deliver Warrant Shares electronically through the Depository Trust Corporation. A "DATE OF EXERCISE" means the date on which the Holder shall have delivered to Company: the Exercise Notice, appropriately completed and duly signed, and payment of the Exercise Price for the number of Warrant Shares so indicated by the Holder to be purchased.

(b) To effect exercises hereunder, the Holder shall be required to physically surrender this Warrant. Execution and delivery of the Exercise Notice shall have the same effect as cancellation of the original Warrant and issuance of a New Warrant evidencing the right to purchase the remaining number of Warrant Shares. This Warrant is exercisable, either in its entirety or, from time to time, for a portion of the number of Warrant Shares. Upon surrender of this Warrant following one or more partial exercises, the Company shall issue or cause to be issued, at its expense, a New Warrant evidencing the right to purchase the remaining number of Warrant Shares.

(c) The Company's obligations to issue and deliver Warrant Shares in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by the Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder or any other Person of any obligation to the Company or any violation or alleged violation of law by the Holder or any other Person, and irrespective of any other circumstance which might otherwise limit such obligation of the Company to the Holder in connection with the issuance of Warrant Shares. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver certificates representing shares of Common Stock upon exercise of the Warrant as required pursuant to the terms hereof.

6. Charges, Taxes and Expenses. Issuance and delivery of certificates for shares of Common Stock upon exercise of this Warrant shall be made without charge to the Holder for any issue or transfer tax, withholding tax, transfer agent fee or other incidental tax or expense in respect of the issuance of such certificates, all of which taxes and expenses shall be paid by the Company; provided, however, that the Company shall not be required to pay any tax which may be payable in respect of any transfer involved in the registration of any certificates for Warrant Shares or Warrants in a name other than that of the Holder. The Holder shall be responsible for all other tax liability that may arise as a result of holding or transferring this Warrant or receiving Warrant Shares upon exercise hereof.

7. Replacement of Warrant. If this Warrant is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation hereof, or in lieu of and substitution for this Warrant, a New Warrant, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction and customary and reasonable indemnity (which shall not include a surety bond), if requested. Applicants for a New Warrant under such circumstances shall also comply with such other reasonable regulations and procedures and pay such other reasonable third-party costs as the Company may prescribe. If a New Warrant is requested as a result of a mutilation of this Warrant, then the Holder shall deliver such mutilated Warrant to the Company as a condition precedent to the Company's obligation to issue the New Warrant.

8. Reservation of Warrant Shares. The Company covenants that it will at all times reserve and keep available out of the aggregate of its authorized but unissued and otherwise unreserved Common Stock, solely for the purpose of enabling it to issue Warrant Shares upon exercise of this Warrant as herein provided, the number of Warrant Shares which are then issuable and deliverable upon the exercise of this entire Warrant, free from preemptive rights or any other contingent purchase rights of persons other than the Holder (taking into account the adjustments and restrictions of Section 9). The Company covenants that all Warrant Shares so issuable and deliverable shall, upon issuance and the payment of the applicable Exercise Price in accordance with the terms hereof, shall be duly and validly authorized, issued and fully paid and nonassessable.

9. Certain Adjustments. The Exercise Price and number of Warrant Shares issuable upon exercise of this Warrant are subject to adjustment from time to time as set forth in this Section 9.

(a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding, (i) pays a stock dividend on its Common Stock or otherwise makes a distribution on any class of capital stock that is payable in shares of Common Stock, (ii) subdivides outstanding shares of Common Stock into a larger number of shares, or (iii) combines outstanding shares of Common Stock into a smaller number of shares, then in each such case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to clause (i) of this paragraph shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution, and any adjustment pursuant to clause (ii) or (iii) of this paragraph shall become effective immediately after the effective date of such subdivision or combination. If any event requiring an adjustment under this Section 9(a) occurs during the period that an Exercise Price is calculated hereunder, then the calculation of such Exercise Price shall be adjusted appropriately to reflect such event.

(b) Fundamental Transactions. If, at any time while this Warrant is outstanding, (1) the Company effects any merger or consolidation of the Company with or into another Person, (2) the Company effects any sale of all or substantially all of its assets in one or a series of related transactions, (3) any tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property, or (4) the Company effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (in any such case, a "FUNDAMENTAL TRANSACTION"), then the Holder shall have the right thereafter to receive, upon exercise of this Warrant, the same amount and kind of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of the number of Warrant Shares then issuable upon exercise in full of this Warrant (the "ALTERNATE CONSIDERATION"). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. At the Holder's option and request, any successor to the Company or surviving entity in such Fundamental Transaction shall issue to the Holder a new warrant substantially in the form of this Warrant and consistent with the foregoing provisions and evidencing the Holder's right to purchase the Alternate Consideration for the aggregate Exercise Price upon exercise thereof. The terms of any agreement pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section 9(b) and insuring that the Warrant (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction.

(c) In case the Company shall issue shares of Common Stock or rights, options, warrants or other securities to subscribe for or purchase Common Stock, or securities convertible or exercisable into or exchangeable for Common Stock ("COMMON STOCK EQUIVALENTS") (excluding shares, rights, options, warrants, or convertible or exchangeable securities, issued or issuable (i) in any of the transactions with respect to which an adjustment of the Exercise Price is provided pursuant to Sections 9(a) or 9(b) above, (ii) upon exercise of the Warrants, (iii) pursuant to stock option plans, stock bonus plans, stock incentive plans, programs or agreements providing for the grant of shares, options for shares or stock appreciation rights to employees (including officers), directors, consultants, advisors, agents, lessors, lenders, customers, vendors and suppliers, or (iv) in connection with transactions which are not for the principal purpose of raising money (ie, strategic alliance, corporate partnering, licensing of technology, mergers, acquisition of assets)), at a price per share lower than the the Base Price (as hereinafter defined) per share of Common Stock in effect immediately prior to such issuance, then the Exercise Price shall be reduced on the date of such issuance to a price (calculated to the nearest cent) determined by multiplying the Exercise Price in effect immediately prior to such issuance by a fraction, (1) the numerator of which shall be an amount equal to the sum of (A) the number of shares of Common

Stock outstanding immediately prior to such issuance plus (B) the quotient obtained by dividing the consideration received by the Company upon such issuance by the Base Price, and (2) the denominator of which shall be the total number of shares of Common Stock outstanding immediately after such issuance. For the purposes of such adjustments, the maximum number of shares which the holders of any such Common Stock Equivalents, shall be entitled to subscribe for or purchase or convert or exchange such securities into shall be deemed to be issued and outstanding as of the date of such issuance (whether or not such Common Stock Equivalent is then exercisable, convertible or exchangeable), and the consideration received by the Company therefor shall be deemed to be the consideration received by the Company for such Common Stock Equivalents, plus the minimum aggregate consideration or premiums stated in such Common Stock Equivalents, to be paid for the shares covered thereby. No further adjustment of the Exercise Price shall be made as a result of the actual issuance of shares of Common Stock on exercise of such Common Stock Equivalents. On the expiration or the termination of such Common Stock Equivalents, or the termination of such right to convert or exchange, the Exercise Price shall forthwith be readjusted (but only with respect to that portion of the Warrants which has not yet been exercised) to such Exercise Price as would have obtained had the adjustments made upon the issuance of such Common Stock Equivalents, been made upon the basis of the delivery of only the number of shares of Common Stock actually delivered upon the exercise of such Common Stock Equivalents; and on any change of the number of shares of Common Stock deliverable upon the exercise of any such Common Stock Equivalents, or any change in the consideration to be received by the Company upon such exercise, conversion, or exchange, including, but not limited to, a change resulting from the anti-dilution provisions thereof, the Exercise Price, as then in effect, shall forthwith be readjusted (but only with respect to that portion of the Warrants which has not yet been exercised or converted after such change) to such Exercise Price as would have been obtained had an adjustment been made upon the issuance of such Common Stock Equivalents not exercised prior to such change, or securities not converted or exchanged prior to such change, on the basis of such change. In case the Company shall issue shares of Common Stock or any such Common Stock Equivalents, for a consideration consisting, in whole or in part, of property other than cash or its equivalent, then the "price per share" and the "consideration received by the Company" for purposes of the first sentence of this Section 9(c) shall be as determined in good faith by the Board of Directors of the Company. Shares of Common Stock owned by or held for the account of the Company or any majority-owned subsidiary shall not be deemed outstanding for the purpose of any such computation. For the purposes of this Agreement "BASE PRICE" shall mean $0.287 (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like).

(d) Pro Rata Distributions. If the Company, at any time while this Warrant is outstanding, distributes to holders of Common Stock (i) evidences of its indebtedness, (ii) any security (other than a distribution of Common Stock covered by Section 9(a)), (iii) rights or warrants to subscribe for or purchase any security (other than Common Stock Equivalents which are covered by Section 9(c)), or (iv) any other asset (in each case, "DISTRIBUTED PROPERTY"), then in each such case the Exercise Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution shall be adjusted (effective on such record date) to equal the product of such Exercise Price times a fraction of which the denominator shall be the average of the Closing Prices for the five Trading Days immediately prior to (but not including) such record date and of which the numerator shall be such average less the then fair market value of the Distributed Property distributed in

respect of one outstanding share of Common Stock, as determined by the Company's independent certified public accountants that regularly examine the financial statements of the Company (an "APPRAISER"). In such event, the Holder, after receipt of the determination by the Appraiser, shall have the right to select an additional appraiser (which shall be a nationally recognized accounting firm), in which case such fair market value shall be deemed to equal the average of the values determined by each of the Appraiser and such appraiser. As an alternative to the foregoing adjustment to the Exercise Price, at the request of the Holder delivered before the 90th day after such record date, the Company will deliver to such Holder, within five Trading Days after such request (or, if later, on the effective date of such distribution), the Distributed Property that such Holder would have been entitled to receive in respect of the Warrant Shares for which this Warrant could have been exercised immediately prior to such record date. If a Holder has elected to receive Distributed Property and such Distributed Property is not delivered to a Holder pursuant to the preceding sentence, then upon expiration of or any exercise of the Warrant that occurs after such record date, such Holder shall remain entitled to receive, in addition to the Warrant Shares otherwise issuable upon such exercise (if applicable), such Distributed Property. This Section 9(d) is only applicable if the Holder exercises the Warrant concurrently with the distribution to the Holder of the Distributed Property.

(e) Number of Warrant Shares. Simultaneously with any adjustment to the Exercise Price pursuant to Sections 9(a), 9(c) or 9(d), the number of Warrant Shares that may be purchased upon exercise of this Warrant shall be increased or decreased proportionately, so that after such adjustment the aggregate Exercise Price payable hereunder for the adjusted number of Warrant Shares shall be the same as the aggregate Exercise Price in effect immediately prior to such adjustment.

(f) Calculations. All calculations under this Section 9 shall be made to the nearest cent or the nearest 1/100th of a share, as applicable. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Company, and the disposition of any such shares shall be considered an issue or sale of Common Stock.

(g) Notice of Adjustments. Upon the occurrence of each adjustment pursuant to this Section 9, the Company at its expense will promptly compute such adjustment in accordance with the terms of this Warrant and prepare a certificate setting forth such adjustment, including a statement of the adjusted Exercise Price and adjusted number or type of Warrant Shares or other securities issuable upon exercise of this Warrant (as applicable), describing the transactions giving rise to such adjustments and showing in detail the facts upon which such adjustment is based. Upon written request, the Company will promptly deliver a copy of each such certificate to the Holder and to the Company's Transfer Agent.

(h) Notices of Corporate Events. If the Company (i) declares a dividend or any other distribution of cash, securities or other property in respect of its Common Stock, including without limitation any granting of rights or warrants to subscribe for or purchase any capital stock of the Company or any Subsidiary, (ii) authorizes or approves, enters into any agreement contemplating or solicits stockholder approval for any Fundamental Transaction or (iii) authorizes a repurchase of Common Stock or the voluntary dissolution, liquidation or winding up of the affairs of the Company, then the Company shall deliver to the Holder a notice describing the material terms and conditions of such transaction, at least 10 calendar days prior to the applicable record or effective date on which a Person would need to hold Common Stock in order to participate in or vote with respect to such transaction, and the Company will take all steps reasonably necessary in order to insure that the Holder is given the practical opportunity to exercise this Warrant prior to such time so as to participate in or vote with respect to such transaction; provided, however, that the failure to deliver such notice or any defect therein shall not affect the validity of the corporate action required to be described in such notice.

(i) Successive Adjustments and Changes. The provisions of Section 9 shall similarly apply to successive dividends, subdivisions, combinations, and distributions, to successive consolidations, mergers, sales, leases, or conveyances, and to successive reclassifications, changes of shares of Common Stock and issuances of Common Stock, warrants, options or other rights to subscribe for or purchase Common Stock, or securities convertible into Common Stock. If applicable, appropriate adjustment, as determined in good faith by the Company's Board of Directors, shall be made in the application of the provisions herein set forth with respect to the rights and interests of the Holder so that the provisions of Section 9 shall thereafter be applicable, as nearly as possible, in relation to any shares or other property thereafter deliverable upon exercise of this Warrant.

10.Payment of Exercise Price. The Holder must pay the Exercise Price by delivery of immediately available funds.

11. Limitations on Exercise.

(a) Notwithstanding anything to the contrary contained herein, the number of shares of Common Stock that may be acquired by the Holder upon any exercise of this Warrant (or otherwise in respect hereof) shall be limited to the extent necessary to insure that, following such exercise (or other issuance), the total number of shares of Common Stock then beneficially owned by such Holder and its Affiliates and any other Persons whose beneficial ownership of Common Stock would be aggregated with the Holder's for purposes of Section 13(d) of the Exchange Act, does not exceed 4.999% (the "5% MAXIMUM PERCENTAGE") of the total number of issued and outstanding shares of Common Stock (including for such purpose the shares of Common Stock issuable upon such exercise). For such purposes, beneficial ownership shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. The Company shall, instead of issuing shares of Common Stock in excess of the limitation referred to in this Section 11(a), suspend its obligation to issue shares in excess of the foregoing limitation until such time, if any, as such shares of Common Stock may be issued in compliance with such limitation. Additionally, by written notice to the Company, the Holder may waive the provisions of this Section 11(a) or increase or decrease the 5% Maximum Percentage to any other percentage specified in such notice; provided, that (i) any such waiver or increase or decrease will not be effective until the 61st day after such notice is delivered to the Company, and (ii) any such waiver or increase or decrease will apply only to the Holder and not to any other holder of Warrants.

(b) Notwithstanding anything to the contrary contained herein and regardless of whether the restrictions contained in Section 11(a) are waived as provided therein, the number of shares of Common Stock that may be acquired by the Holder upon any exercise of this Warrant (or otherwise in respect hereof) shall be limited to the extent necessary to insure that, following such exercise (or other issuance), the total number of shares of Common Stock then beneficially owned by such Holder and its Affiliates and any other Persons whose beneficial ownership of Common Stock would be aggregated with the Holder's for purposes of Section 13(d) of the Exchange Act, does not exceed 9.999% (the "10% MAXIMUM PERCENTAGE") of the total number of issued and outstanding shares of Common Stock (including for such purpose the shares of Common Stock issuable upon such exercise). For such purposes, beneficial ownership shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. The Company shall, instead of issuing shares of Common Stock in excess of the limitation referred to in this Section 11(b), suspend its obligation to issue shares in excess of the foregoing limitation until such time, if any, as such shares of Common Stock may be issued in compliance with such limitation. The provisions of this Section 11(b) may not be waived.

(c) This Section 11 shall not restrict the number of shares of Common Stock which a Holder may receive or beneficially own in order to determine the amount of securities or other consideration that such Holder may receive in the event of a Fundamental Transaction as contemplated in Section 9(b) this Warrant or the amount of Distributed Property to which the Holder may become entitled pursuant to Section 9(d) of this Warrant. In addition, this provision shall not in any way limit any other adjustment to be made pursuant to Section 9 hereof.

12. No Fractional Shares. If any fraction of a Warrant Share would, except for the provisions of this Section, be issuable upon exercise of this Warrant, the number of Warrant Shares to be issued will be rounded up to the nearest whole share.

13. Notices. Any and all notices or other communications or deliveries hereunder (including, without limitation, any Exercise Notice) shall be in writing and shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via confirmed facsimile at the facsimile number specified in this Section prior to 4:00 p.m. (New York City time) on a Trading Day, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via confirmed facsimile at the facsimile number specified in this Section on a day that is not a Trading Day or later than 4:00 p.m. (New York City time) on any Trading Day, (iii) the Trading Day following the date of mailing, if sent by nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given. The addresses for such communications shall be: (i) if to the Company, to Great Expectations and Associations, Inc., c/o Advaxis, Inc., 212 Carnegie Center, Suite 206, Princeton, New Jersey 08540, Attention: Chief Executive Officer, or (ii) if to the Holder, to the address or facsimile number appearing on the Warrant Register or such other address or facsimile number as the Holder may provide to the Company in accordance with this Section.

14. Warrant Agent. The Company shall serve as warrant agent under this Warrant. Upon 10 days' notice to the Holder, the Company may appoint a new warrant agent. Any corporation into which the Company or any new warrant agent may be merged or any corporation resulting from any consolidation to which the Company or any new warrant agent shall be a party or any corporation to which the Company or any new warrant agent transfers substantially all of its corporate trust or shareholders services business shall be a successor warrant agent under this Warrant without any further act. Any such successor warrant agent shall promptly cause notice of its succession as warrant agent to be mailed (by first class mail, postage prepaid) to the Holder at the Holder's last address as shown on the Warrant Register.

15. Miscellaneous.

(a) Subject to the restrictions on transfer set forth on the first page hereof, this Warrant may be assigned by the Holder upon delivery to the Company of a properly completed notice of assignment, substantially in the form attached hereto. This Warrant may not be assigned by the Company except to a successor in the event of a Fundamental Transaction. This Warrant shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. Subject to the preceding sentence, nothing in this Warrant shall be construed to give to any Person other than the Company and the Holder any legal or equitable right, remedy or cause of action under this Warrant. This Warrant may be amended only in writing signed by the Company and the Holder and their successors and assigns.

(b) All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of this Warrant and the transactions herein contemplated ("PROCEEDINGS") (whether brought against a party hereto or its respective Affiliates, employees or agents) may be commenced non-exclusively in the state and federal courts sitting in the City of New York, Borough of Manhattan (the "NEW YORK COURTS"). Each party hereto hereby irrevocably submits to the non-exclusive jurisdiction of the New York Courts 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 Proceeding, any claim that it is not personally subject to the jurisdiction of any New York Court, or that such Proceeding has been commenced in an improper or inconvenient forum. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Warrant 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 hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Warrant or the transactions contemplated hereby. If either party shall commence a Proceeding to enforce any provisions of this Warrant, then the prevailing party in such Proceeding shall be reimbursed by the other party for its attorney's fees and other costs and expenses incurred with the investigation, preparation and prosecution of such Proceeding.

(c) The headings herein are for convenience only, do not constitute a part of this Warrant and shall not be deemed to limit or affect any of the provisions hereof.

(d) In case any one or more of the provisions of this Warrant shall be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Warrant shall not in any way be affected or impaired thereby and the parties will attempt in good faith to agree upon a valid and enforceable provision which shall be a commercially reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Warrant.

(e) The Company will not, by amendment of its governing documents or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder against impairment. Without limiting the generality of the foregoing, the Company (i) will not increase the par value of any Warrant Shares above the amount payable therefor on such exercise, (ii) will take all such action as may be reasonably necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares on the exercise of this Warrant, and (iii) will not close its stockholder books or records in any manner which interferes with the timely exercise of this Warrant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK,
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed by its authorized officer as of the date first indicated above.

GREAT EXPECTATIONS AND ASSOCIATES, INC.

By:

Name: J. Todd Derbin
Title: Chief Executive Officer

GREAT EXPECTATIONS AND ASSOCIATES, INC. -- EXERCISE NOTICE

Exercise Notice for Warrant No: _____

The undersigned hereby irrevocably elects to purchase _____ shares of Common Stock of Great Expectations and Associates, Inc. (the "COMPANY"), pursuant to the above captioned Warrant and in connection therewith shall pay the sum of $_____ to the Company in accordance with the terms of the Warrant. Pursuant to this exercise, the Company shall deliver to the holder _____ Warrant Shares in accordance with the terms of the Warrant.

The undersigned requests that certificates for the shares of Common Stock issuable upon this exercise be issued in the name of:

(Print Name, Address and Social Security or Tax Identification Number)

and, if such number of Warrant Shares shall not be all the Warrant Shares covered by the within Warrant, that a new Warrant for the balance of the Warrant Shares covered by within Warrant be registered in the name of, and delivered to, the undersigned at the address stated below.

Dated:

By:

Print Name

Signature

Address:

- ---

- ---

- ---

GREAT EXPECTATIONS AND ASSOCIATES, INC.

FORM OF ASSIGNMENT

[To be completed and signed only upon transfer of Warrant]

Warrant No: _____

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the right represented by the above-captioned Warrant to purchase _____ shares of Common Stock of Great Expectations and Associates, Inc. to which such Warrant relates and appoints _____ attorney to transfer said right on the books of the Company with full power of substitution in the premises.

Dated:
---, ----

(Signature must conform in all respects to name of holder as specified on the face of the Warrant)

Address of Transferee

In the presence of:

- ---

NEITHER THESE SECURITIES NOR THE SECURITIES FOR WHICH THESE SECURITIES ARE EXERCISABLE HAVE 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. NOTWITHSTANDING THE FOREGOING, THESE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY SUCH SECURITIES.

GREAT EXPECTATIONS AND ASSOCIATES, INC.

WARRANT

Warrant No. _____ Date of Original Issuance: November 12, 2004

Great Expectations and Associates, Inc., a Colorado corporation (the "COMPANY"), hereby certifies that, for value received, _____ or his, her, or its registered assigns (the "HOLDER"), is entitled to purchase from the Company up to a total of _____ (_____) shares of common stock, par value $0.001 per share (the "COMMON STOCK"), of the Company (each such share, a "WARRANT SHARE" and all such shares, the "WARRANT SHARES") at an exercise price equal to $0.287 per share (as adjusted from time to time as provided in Section 9, the "EXERCISE PRICE"), at any time and from time to time from and after the date hereof and through and including November 12, 2009 (the "EXPIRATION DATE"), and subject to the following terms and conditions:

1. Definitions. This warrant (the "Warrant") is one of a series of similar warrants issued pursuant to the Securities Purchase Agreement, among Great Expectations, Inc. (the predecessor in interest to the Company) and the purchasers named therein, dated as of September 14, 2004 (the "SECURITIES PURCHASE AGREEMENT"). All such warrants are collectively referred to herein as the "WARRANTS". Capitalized terms used and not otherwise defined herein have the meanings as defined in the Securities Purchase Agreement.

2. Registration of Warrant; Transfers. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "WARRANT REGISTER"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary. The Holders are entitled to the benefits of the Securities Purchase Agreement, which provides, among other things, for certain registration rights and certain restrictions on the transfer of the Warrants and the Warrant Shares, and each Holder, by acceptance of a Warrant, accepts the restrictions and other provisions of the Securities Purchase Agreement.

3. Registration of Transfers. The Company shall register the transfer of any portion of this Warrant in the Warrant Register, upon surrender of this Warrant, with the Form of Assignment attached hereto duly completed and signed, to the Company at its address specified herein. Upon any such registration or transfer, a new Warrant to purchase Common Stock, in substantially the form of this Warrant (any such new Warrant, a "NEW WARRANT"), evidencing the portion of this Warrant so transferred shall be issued to the transferee and a New Warrant evidencing the remaining portion of this Warrant not so transferred, if any, shall be issued to the transferring Holder. The acceptance of the New Warrant by the transferee thereof shall be deemed the acceptance by such transferee of all of the rights and obligations of a holder of a Warrant.

4. Exercise and Duration of Warrants.

(a) This Warrant shall be exercisable by the registered Holder at any time and from time to time on or after the date hereof to and including the Expiration Date.

(b) A Holder may exercise this Warrant by delivering to the Company (i) an exercise notice, in the form attached hereto (the "EXERCISE NOTICE"), and (ii) payment of the Exercise Price for the number of Warrant Shares as to which this Warrant is being exercised (which may take the form of a "cashless exercise" if so indicated in the Exercise Notice , and the date such items are delivered to the Company (as determined in accordance with the notice provisions hereof) is the "DATE OF EXERCISE."

The Company may not call or redeem all or any portion of this Warrant without the prior written consent of the Holder.

5. Delivery of Warrant Shares.

(a) Upon exercise of this Warrant, the Company shall promptly (but in no event later than three Trading Days after the Date of Exercise issue and deliver to the Holder, a certificate for the Warrant Shares issuable upon such exercise, which, unless otherwise required by the Securities Purchase Agreement, shall be free of restrictive legends. The Company shall, upon request of the Holder and subsequent to the date on which a registration statement covering the resale of the Warrant Shares has been declared effective by the Securities and Exchange Commission, use its best efforts to deliver Warrant Shares hereunder electronically through the Depository Trust Corporation or another established clearing corporation performing similar functions, if available, provided, that, the Company may, but will not be required to change its transfer agent if its current transfer agent cannot deliver Warrant Shares electronically through the Depository Trust Corporation.

(b) To effect exercises hereunder, the Holder shall be required to physically surrender this Warrant or, if this Warrant has been lost, mutilated or stolen, an affidavit of loss in respect thereof in form and substance reasonably satisfactory to the Company. Execution and delivery of the Exercise Notice shall have the same effect as cancellation of the original Warrant and issuance of a New Warrant evidencing the right to purchase the remaining number of Warrant Shares. This Warrant is exercisable, either in its entirety or, from time to time, for a portion of the number of Warrant Shares. Upon surrender of this Warrant following one or more partial exercises, the Company shall issue or cause to be issued, at its expense, a New Warrant evidencing the right to purchase the remaining number of Warrant Shares.

(c) The Company's obligations to issue and deliver Warrant Shares in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by the Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder or any other Person of any obligation to the Company or any violation or alleged violation of law by the Holder or any other Person, and irrespective of any other circumstance which might otherwise limit such obligation of the Company to the Holder in connection with the issuance of Warrant Shares. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver certificates representing shares of Common Stock upon exercise of the Warrant as required pursuant to the terms hereof.

6. Charges, Taxes and Expenses. Issuance and delivery of certificates for shares of Common Stock upon exercise of this Warrant shall be made without charge to the Holder for any issue or transfer tax, withholding tax, transfer agent fee or other incidental tax or expense in respect of the issuance of such certificates, all of which taxes and expenses shall be paid by the Company; provided, however, that the Company shall not be required to pay any tax which may be payable in respect of any transfer involved in the registration of any certificates for Warrant Shares or Warrants in a name other than that of the Holder. The Holder shall be responsible for all other tax liability that may arise as a result of holding or transferring this Warrant or receiving Warrant Shares upon exercise hereof.

7. Replacement of Warrant. If this Warrant is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation hereof, or in lieu of and substitution for this Warrant, a New Warrant, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction and customary and reasonable indemnity (which shall not include a surety bond), if requested. Applicants for a New Warrant under such circumstances shall also comply with such other reasonable regulations and procedures and pay such other reasonable third-party costs as the Company may prescribe. If a New Warrant is requested as a result of a mutilation of this Warrant, then the Holder shall deliver such mutilated Warrant to the Company as a condition precedent to the Company's obligation to issue the New Warrant.

8. Reservation of Warrant Shares. The Company covenants that it will at all times reserve and keep available out of the aggregate of its authorized but unissued and otherwise unreserved Common Stock, solely for the purpose of enabling it to issue Warrant Shares upon exercise of this Warrant as herein provided, the number of Warrant Shares which are then issuable and deliverable upon the exercise of this entire Warrant, free from preemptive rights or any other contingent purchase rights of persons other than the Holder (taking into account the adjustments and restrictions of Section 9). The Company covenants that all Warrant Shares so issuable and deliverable shall, upon issuance and the payment of the applicable Exercise Price in accordance with the terms hereof, shall be duly and validly authorized, issued and fully paid and nonassessable.

9. Certain Adjustments. The Exercise Price and number of Warrant Shares issuable upon exercise of this Warrant are subject to adjustment from time to time as set forth in this Section 9.

(a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding, (i) pays a stock dividend on its Common Stock or otherwise makes a distribution on any class of capital stock that is payable in shares of Common Stock, (ii) subdivides outstanding shares of Common Stock into a larger number of shares, or (iii) combines outstanding shares of Common Stock into a smaller number of shares, then in each such case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to clause (i) of this paragraph shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution, and any adjustment pursuant to clause (ii) or (iii) of this paragraph shall become effective immediately after the effective date of such subdivision or combination. If any event requiring an adjustment under this Section 9(a) occurs during the period that an Exercise Price is calculated hereunder, then the calculation of such Exercise Price shall be adjusted appropriately to reflect such event.

(b) Fundamental Transactions. If, at any time while this Warrant is outstanding, (1) the Company effects any merger or consolidation of the Company with or into another Person, (2) the Company effects any sale of all or substantially all of its assets in one or a series of related transactions, (3) any tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property, or (4) the Company effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (in any such case, a "FUNDAMENTAL TRANSACTION"), then the Holder shall have the right thereafter to receive, upon exercise of this Warrant, the same amount and kind of securities,

cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of the number of Warrant Shares then issuable upon exercise in full of this Warrant (the "ALTERNATE CONSIDERATION"). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. At the Holder's option and request, any successor to the Company or surviving entity in such Fundamental Transaction shall issue to the Holder a new warrant substantially in the form of this Warrant and consistent with the foregoing provisions and evidencing the Holder's right to purchase the Alternate Consideration for the aggregate Exercise Price upon exercise thereof. The terms of any agreement pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section 9(b) and insuring that the Warrant (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction.

(c) In case the Company shall issue shares of Common Stock or rights, options, warrants or other securities to subscribe for or purchase Common Stock, or securities convertible or exercisable into or exchangeable for Common Stock ("COMMON STOCK EQUIVALENTS") (excluding shares, rights, options, warrants, or convertible or exchangeable securities, issued or issuable (i) in any of the transactions with respect to which an adjustment of the Exercise Price is provided pursuant to Sections 9(a) or 9(b) above, (ii) upon exercise of the Warrants, (iii) pursuant to stock option plans, stock bonus plans, stock incentive plans, programs or agreements providing for the grant of shares, options for shares or stock appreciation rights to employees (including officers), directors, consultants, advisors, agents, lessors, lenders, customers, vendors and suppliers, or (iv) in connection with transactions which are not for the principal purpose of raising money (ie, strategic alliance, corporate partnering, licensing of technology, mergers, acquisition of assets)), at a price per share lower than the the Base Price (as hereinafter defined) per share of Common Stock in effect immediately prior to such issuance, then the Exercise Price shall be reduced on the date of such issuance to a price (calculated to the nearest cent) determined by multiplying the Exercise Price in effect immediately prior to such issuance by a fraction, (1) the numerator of which shall be an amount equal to the sum of (A) the number of shares of Common Stock outstanding immediately prior to such issuance plus (B) the quotient obtained by dividing the consideration received by the Company upon such issuance by the Base Price, and (2) the denominator of which shall be the total number of shares of Common Stock outstanding immediately after such issuance. For the purposes of such adjustments, the maximum number of shares which the holders of any such Common Stock Equivalents, shall be entitled to subscribe for or purchase or convert or exchange such securities into shall be deemed to be issued and outstanding as of the date of such issuance (whether or not such Common Stock Equivalent is then exercisable, convertible or exchangeable), and the consideration received by the Company therefor shall be deemed to be the consideration received by the Company for such Common Stock Equivalents, plus the minimum aggregate consideration or premiums stated in such Common Stock

Equivalents, to be paid for the shares covered thereby. No further adjustment of the Exercise Price shall be made as a result of the actual issuance of shares of Common Stock on exercise of such Common Stock Equivalents. On the expiration or the termination of such Common Stock Equivalents, or the termination of such right to convert or exchange, the Exercise Price shall forthwith be readjusted (but only with respect to that portion of the Warrants which has not yet been exercised) to such Exercise Price as would have obtained had the adjustments made upon the issuance of such Common Stock Equivalents, been made upon the basis of the delivery of only the number of shares of Common Stock actually delivered upon the exercise of such Common Stock Equivalents; and on any change of the number of shares of Common Stock deliverable upon the exercise of any such Common Stock Equivalents, or any change in the consideration to be received by the Company upon such exercise, conversion, or exchange, including, but not limited to, a change resulting from the anti-dilution provisions thereof, the Exercise Price, as then in effect, shall forthwith be readjusted (but only with respect to that portion of the Warrants which has not yet been exercised or converted after such change) to such Exercise Price as would have been obtained had an adjustment been made upon the issuance of such Common Stock Equivalents not exercised prior to such change, or securities not converted or exchanged prior to such change, on the basis of such change. In case the Company shall issue shares of Common Stock or any such Common Stock Equivalents, for a consideration consisting, in whole or in part, of property other than cash or its equivalent, then the "price per share" and the "consideration received by the Company" for purposes of the first sentence of this Section 9(c) shall be as determined in good faith by the Board of Directors of the Company. Shares of Common Stock owned by or held for the account of the Company or any majority-owned subsidiary shall not be deemed outstanding for the purpose of any such computation. For the purposes of this Agreement "BASE PRICE" shall mean $0.287 (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like).

(d) Pro Rata Distributions. If the Company, at any time while this Warrant is outstanding, distributes to holders of Common Stock (i) evidences of its indebtedness, (ii) any security (other than a distribution of Common Stock covered by Section 9(a)), (iii) rights or warrants to subscribe for or purchase any security (other than Common Stock Equivalents which are covered by Section 9(c)), or (iv) any other asset (in each case, "DISTRIBUTED PROPERTY"), then in each such case the Exercise Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution shall be adjusted (effective on such record date) to equal the product of such Exercise Price times a fraction of which the denominator shall be the average of the Closing Prices (as defined below) for the five Trading Days immediately prior to (but not including) such record date and of which the numerator shall be such average less the then fair market value of the Distributed Property distributed in respect of one outstanding share of Common Stock, as determined by the Company's independent certified public accountants that regularly examine the financial statements of the Company (an "APPRAISER"). In such event, the Holder, after receipt of the determination by the Appraiser, shall have the right to select an additional appraiser (which shall be a nationally recognized accounting firm), in which case such fair market value shall be deemed to equal the average of the values determined by each of the Appraiser and such appraiser. As an alternative to the foregoing adjustment to the Exercise Price, at the request of the Holder delivered before the 90th day after such record date, the Company will deliver to such Holder, within five Trading Days after such request (or, if later, on the effective date of such distribution), the Distributed Property that such Holder would have been entitled to receive in respect of the Warrant Shares for which this Warrant could have been exercised immediately prior to such record date. If a Holder has elected to receive Distributed Property and such Distributed Property is not delivered to a Holder pursuant to the preceding sentence, then upon expiration of or any exercise of the Warrant that occurs after such record date, such Holder shall remain entitled to receive, in addition to the Warrant Shares otherwise issuable upon such exercise (if applicable), such Distributed Property. This Section 9(d) is only applicable if the Holder exercises the Warrant concurrently with the distribution to the Holder of the Distributed Property.

(e) Number of Warrant Shares. Simultaneously with any adjustment to the Exercise Price pursuant to Sections 9(a), 9(c) or 9(d), the number of Warrant Shares that may be purchased upon exercise of this Warrant shall be increased or decreased proportionately, so that after such adjustment the aggregate Exercise Price payable hereunder for the adjusted number of Warrant Shares shall be the same as the aggregate Exercise Price in effect immediately prior to such adjustment.

(f) Calculations. All calculations under this Section 9 shall be made to the nearest cent or the nearest 1/100th of a share, as applicable. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Company, and the disposition of any such shares shall be considered an issue or sale of Common Stock.

(g) Notice of Adjustments. Upon the occurrence of each adjustment pursuant to this Section 9, the Company at its expense will promptly compute such adjustment in accordance with the terms of this Warrant and prepare a certificate setting forth such adjustment, including a statement of the adjusted Exercise Price and adjusted number or type of Warrant Shares or other securities issuable upon exercise of this Warrant (as applicable), describing the transactions giving rise to such adjustments and showing in detail the facts upon which such adjustment is based. Upon written request, the Company will promptly deliver a copy of each such certificate to the Holder and to the Company's Transfer Agent.

(h) Notices of Corporate Events. If the Company (i) declares a dividend or any other distribution of cash, securities or other property in respect of its Common Stock, including without limitation any granting of rights or warrants to subscribe for or purchase any capital stock of the Company or any Subsidiary, (ii) authorizes or approves, enters into any agreement contemplating or solicits stockholder approval for any Fundamental Transaction or (iii) authorizes a repurchase of Common Stock or the voluntary dissolution, liquidation or winding up of the affairs of the Company, then the Company shall deliver to the Holder a notice describing the material terms and conditions of such transaction, at least 10 calendar days prior to the applicable record or effective date on which a Person would need to hold Common Stock in order to participate in or vote with respect to such transaction, and the Company will take all steps reasonably necessary in order to insure that the Holder is given the practical opportunity to exercise this Warrant prior to such time so as to participate in or vote with respect to such transaction; provided, however, that the failure to deliver such notice or any defect therein shall not affect the validity of the corporate action required to be described in such notice.

(i) Successive Adjustments and Changes. The provisions of Section 9 shall similarly apply to successive dividends, subdivisions, combinations, and distributions, to successive consolidations, mergers, sales, leases, or conveyances, and to successive reclassifications, changes of shares of Common Stock and issuances of Common Stock, warrants, options or other rights to subscribe for or purchase Common Stock, or securities convertible into Common Stock. If applicable, appropriate adjustment, as determined in good faith by the Company's Board of Directors, shall be made in the application of the provisions herein set forth with respect to the rights and interests of the Holder so that the provisions of Section 9 shall thereafter be applicable, as nearly as possible, in relation to any shares or other property thereafter deliverable upon exercise of this Warrant.

10. Payment of Exercise Price. The Holder may pay the Exercise Price by delivery of immediately available funds or, subject to the first sentence of the immediately following paragraph, if the Holder so elects, the Holder may satisfy its obligation to pay the Exercise Price through a "cashless exercise," in which event the Company shall issue to the Holder the number of Warrant Shares determined as follows:

$$X = Y*((A-B)/A)$$

where:

X = the number of Warrant Shares to be issued to the Holder.

Y = the number of Warrant Shares with respect to which this Warrant is being exercised.

A = the Common Stock Market Price.

B = the Exercise Price.

As used herein, the term "COMMON STOCK MARKET PRICE" means the greater of: (i) the Closing Price of the Trading Day immediately preceding (but not including) the Date of Exercise, (ii) the average of the Closing Prices for the 10 Trading Days immediately preceding (but not including) the Date of Exercise, and (iii) if applicable, the average of the Closing Prices for the 90 Trading Days immediately following the date on which a Registration Statement covering the resale of the Warrant Shares is declared effective (or, if the Date of Exercise is less than 90 Trading Days following such effective date, then such shorter period). For purposes of Rule 144 promulgated under the Securities Act, it is intended, understood and acknowledged that the Warrant Shares issued in a cashless exercise transaction shall be deemed to have been acquired by the Holder, and the holding period for the Warrant Shares shall be deemed to have commenced, on the date this Warrant was originally issued pursuant to the Securities Purchase Agreement. As used herein, the term "CLOSING PRICE" means, for any date, the price determined by the first of the following clauses that applies: (A) if the Common Stock is then listed or quoted on New York Stock Exchange, the American Stock Exchange, the Nasdaq National Market, the Nasdaq Small Cap Market or the OTC Bulletin Board or any successor to any of the foregoing, the closing price per share of the Common Stock for such date (or the nearest preceding date) on the primary market or exchange on which the Common Stock is then listed or quoted; (B) if prices for the Common Stock are then reported in the "Pink Sheets" published by the National Quotation Bureau Incorporated (or a similar organization or agency succeeding to its functions of reporting prices), the most recent closing bid price per share of the Common Stock so reported; or (C) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Investors and the Company.

11. Limitations on Exercise.

(a) Notwithstanding anything to the contrary contained herein, the number of shares of Common Stock that may be acquired by the Holder upon any exercise of this Warrant (or otherwise in respect hereof) shall be limited to the extent necessary to insure that, following such exercise (or other issuance), the total number of shares of Common Stock then beneficially owned by such Holder and its Affiliates and any other Persons whose beneficial ownership of Common Stock would be aggregated with the Holder's for purposes of Section 13(d) of the Exchange Act, does not exceed 4.999% (the "5% MAXIMUM PERCENTAGE") of the total number of issued and outstanding shares of Common Stock (including for such purpose the shares of Common Stock issuable upon such exercise). For such purposes, beneficial ownership shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. The Company shall, instead of issuing shares of Common Stock in excess of the limitation referred to in this Section 11(a), suspend its obligation to issue shares in excess of the foregoing limitation until such time, if any, as such shares of Common Stock may be issued in compliance with such limitation. Additionally, by written notice to the Company, the Holder may waive the provisions of this Section 11(a) or increase or decrease the 5% Maximum Percentage to any other percentage specified in such notice; provided, that (i) any such waiver or increase or decrease will not be effective until the 61st day after such notice is delivered to the Company, and (ii) any such waiver or increase or decrease will apply only to the Holder and not to any other holder of Warrants.

(b) Notwithstanding anything to the contrary contained herein and regardless of whether the restrictions contained in Section 11(a) are waived as provided therein, the number of shares of Common Stock that may be acquired by the Holder upon any exercise of this Warrant (or otherwise in respect hereof) shall be limited to the extent necessary to insure that, following such exercise (or other issuance), the total number of shares of Common Stock then beneficially owned by such Holder and its Affiliates and any other Persons whose beneficial ownership of Common Stock would be aggregated with the Holder's for purposes of Section 13(d) of the Exchange Act, does not exceed 9.999% (the "10% MAXIMUM PERCENTAGE") of the total number of issued and outstanding shares of Common Stock (including for such purpose the shares of Common Stock issuable upon such exercise). For such purposes, beneficial ownership shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. The Company shall, instead of issuing shares of Common Stock in excess of the limitation referred to in this Section 11(b), suspend its obligation to issue shares in excess of the foregoing limitation until such time, if any, as such shares of Common Stock may be issued in compliance with such limitation. The provisions of this Section 11(b) may not be waived.

(c) This Section 11 shall not restrict the number of shares of Common Stock which a Holder may receive or beneficially own in order to determine the amount of securities or other consideration that such Holder may receive in the event of a Fundamental Transaction as contemplated in Section 9(b) this Warrant or the amount of Distributed Property to which the Holder may become entitled pursuant to Section 9(d) of this Warrant. In addition, this provision shall not in any way limit any other adjustment to be made pursuant to Section 9 hereof.

12. No Fractional Shares. If any fraction of a Warrant Share would, except for the provisions of this Section, be issuable upon exercise of this Warrant, the number of Warrant Shares to be issued will be rounded up to the nearest whole share.

13. Notices. Any and all notices or other communications or deliveries hereunder (including, without limitation, any Exercise Notice) shall be in writing and shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via confirmed facsimile at the facsimile number specified in this Section prior to 4:00 p.m. (New York City time) on a Trading Day, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via confirmed facsimile at the facsimile number specified in this Section on a day that is not a Trading Day or later than 4:00 p.m. (New York City time) on any Trading Day, (iii) the Trading Day following the date of mailing, if sent by nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given. The addresses for such communications shall be: (i) if to the Company, to Great Expectations and Associates, Inc., 212 Carnegie Center, Suite 206, Princeton, New Jersey 08540, Attention: Chief Executive Officer, or (ii) if to the Holder, to the address or facsimile number appearing on the Warrant Register or such other address or facsimile number as the Holder may provide to the Company in accordance with this Section.

14. Warrant Agent. The Company shall serve as warrant agent under this Warrant. Upon 10 days' notice to the Holder, the Company may appoint a new warrant agent. Any corporation into which the Company or any new warrant agent may be merged or any corporation resulting from any consolidation to which the Company or any new warrant agent shall be a party or any corporation to which the Company or any new warrant agent transfers substantially all of its corporate trust or shareholders services business shall be a successor warrant agent under this Warrant without any further act. Any such successor warrant agent shall promptly cause notice of its succession as warrant agent to be mailed (by first class mail, postage prepaid) to the Holder at the Holder's last address as shown on the Warrant Register.

15. Miscellaneous.

(a) Subject to the restrictions on transfer set forth on the first page hereof, this Warrant may be assigned by the Holder upon delivery to the Company of a properly completed notice of assignment, substantially in the form attached hereto. This Warrant may not be assigned by the Company except to a successor in the event of a Fundamental Transaction. This Warrant shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. Subject to the preceding sentence, nothing in this Warrant shall be construed to give to any Person other than the Company and the Holder any legal or equitable right, remedy or cause of action under this Warrant. This Warrant may be amended only in writing signed by the Company and the Holder and their successors and assigns.

(b) All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of this Warrant and the transactions herein contemplated ("PROCEEDINGS") (whether brought against a party hereto or its respective Affiliates, employees or agents) may be commenced non-exclusively in the state and federal courts sitting in the City of New York, Borough of Manhattan (the "NEW YORK COURTS"). Each party hereto hereby irrevocably submits to the non-exclusive jurisdiction of the New York Courts 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 Proceeding, any claim that it is not personally subject to the jurisdiction of any New York Court, or that such Proceeding has been commenced in an improper or inconvenient forum. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Warrant 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 hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Warrant or the transactions contemplated hereby. If either party shall commence a Proceeding to enforce any provisions of this Warrant, then the prevailing party in such Proceeding shall be reimbursed by the other party for its attorney's fees and other costs and expenses incurred with the investigation, preparation and prosecution of such Proceeding.

(c) The headings herein are for convenience only, do not constitute a part of this Warrant and shall not be deemed to limit or affect any of the provisions hereof.

(d) In case any one or more of the provisions of this Warrant shall be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Warrant shall not in any way be affected or impaired thereby and the parties will attempt in good faith to agree upon a valid and enforceable provision which shall be a commercially reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Warrant.

(e) The Company will not, by amendment of its governing documents or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder against impairment. Without limiting the generality of the foregoing, the Company (i) will not increase the par value of any Warrant Shares above the amount payable therefor on such exercise, (ii) will take all such action as may be reasonably necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares on the exercise of this Warrant, and (iii) will not close its stockholder books or records in any manner which interferes with the timely exercise of this Warrant.

(f) Registration Rights. For the avoidance of doubt, the Warrant Shares issued or issuable upon exercise of this Warrant are the subject of registration rights pursuant to the terms of that certain Registration Rights Agreement, dated as of November 12, 2004, by and among the Company and the other persons or entities signatory thereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK,
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed by its authorized officer as of the date first indicated above.

GREAT EXPECTATIONS AND ASSOCIATES, INC.

By:

Name: J. Todd Derbin
Title: Chief Executive Officer

GREAT EXPECTATIONS AND ASSOCIATES, INC. -- EXERCISE NOTICE

Exercise Notice for Warrant No: _____

The undersigned hereby irrevocably elects to purchase _____ shares of Common Stock of Great Expectations and Associates, Inc. (the "COMPANY"), pursuant to the above captioned Warrant. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the above captioned Warrant. The Holder intends that payment of the Exercise Price shall be made as (check one):

____ "Cash Exercise" with respect to _____ of shares

____ "Cashless Exercise" with respect to _____ of shares

If the holder has elected a Cash Exercise, the holder shall pay the sum of $_____ to the Company in accordance with the terms of the Warrant.

Pursuant to this exercise, the Company shall deliver to the holder _____ Warrant Shares in accordance with the terms of the Warrant. Following this exercise, the Warrant will reflect the right to purchase a total of _____ Warrant Shares.

The undersigned requests that certificates for the shares of Common Stock issuable upon this exercise be issued in the name of:

(Print Name, Address and Social Security or Tax Identification Number)

and, if such number of Warrant Shares shall not be all the Warrant Shares covered by the within Warrant, that a new Warrant for the balance of the Warrant Shares covered by within Warrant be registered in the name of, and delivered to, the undersigned at the address stated below.

Dated: _____

By: _____
Print Name

_____
Signature

Address:

- _____

- _____

- _____

GREAT EXPECTATIONS AND ASSOCIATES, INC.

FORM OF ASSIGNMENT

[To be completed and signed only upon transfer of Warrant]

Warrant No: _____

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the right represented by the above captioned Warrant to purchase _____ shares of Common Stock of Great Expectations and Associates, Inc. to which such Warrant relates, and appoints _____ attorney to transfer said right on the books of the Company with full power of substitution in the premises.

Following the above described transfer and assignment, the undersigned shall retain pursuant to the above captioned Warrant the right to purchase _____ shares of Common Stock of Great Expectations and Associates, Inc.

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the above captioned Warrant.

Dated:
----------, ----

(Signature must conform in all respects to name of holder as specified on the face of the Warrant)

Address of Transferee

In the presence of:

- ----------

SHARE EXCHANGE AND REORGANIZATION AGREEMENT, dated as of August 25, 2004 (the "Agreement"), between GREAT EXPECTATIONS AND ASSOCIATES, INC., a Colorado corporation ("GXPT"); and ADVAXIS, INC., a Delaware corporation ("Advaxis"), and the SHAREHOLDERS OF ADVAXIS set forth on Schedule A hereto, which shareholders constitute all of the holders of capital stock of Advaxis as of the date hereof and as of the Closing (as defined below) (the "Advaxis Shareholders").

INTRODUCTION

GXPT desires to acquire (i) all of the issued and outstanding shares of Common Stock of Advaxis (the "Advaxis Common Stock"), and Series A Preferred Stock of Advaxis (the "Advaxis Series A Preferred Stock;' together with the Advaxis Common Stock, the "Advaxis Capital Stock") in exchange for an aggregate of 15,597,723 shares (the "Purchase Shares") of authorized, but theretofore unissued, shares of common stock, no par value, of GXPT (the "GXPT Common Stock"), (ii) all of the issued and outstanding warrants to purchase Advaxis Capital Stock (the "Advaxis Warrants"), in exchange for Warrants to purchase 584,885 shares of GXPT Common Stock (the "GXPT Warrants"), and (iii) all of the issued and outstanding options to purchase Advaxis Capital Stock (the "Advaxis Options") in exchange for an aggregate of 2,381,525 options to purchase GXPT Common Stock (the "GXPT Options"); representing 96.25% of the fully diluted outstanding GXPT Common Stock after giving effect to such issuances and the issuance of shares of GXPT Common Stock referred to in Section 3.01(p) below, all as more fully set forth on Schedule B hereto. The Advaxis Shareholders desire to exchange their beneficially owned shares of Advaxis Capital Stock solely for shares of GXPT Common Stock at a ratio of 352.1823361 as more fully set forth on Schedule B hereto.

Prior to the date hereof, the respective boards of directors of each of GXPT and Advaxis have, and the Advaxis Shareholders and the shareholders of GXPT have, approved and adopted this Agreement and it is the intent of the parties hereto that the transactions contemplated hereby be structured so as to qualify as a tax-free exchange under Subchapter C of the Internal Revenue Code of 1986, as amended (the "Code"), and the provisions of this Agreement will be interpreted in a manner consistent with this intent.

There shall be an offering to sell up to 280 units (the "Units"), each Unit consisting of 87,108 shares of GXPT Common Stock and Warrants to purchase 87,108 shares of GXPT Common Stock for an aggregate purchase price of up to $7,000,000 (the "Offering"). In connection with the Offering all of the issued and outstanding promissory notes of Advaxis which are convertible into shares of Advaxis capital stock (the "Advaxis Notes") shall be exchanged for Units on the same terms as in the Offering. As of the date hereof the aggregate principal amount of the Advaxis Notes is $494,729.

After giving effect to (a) the acquisition of the Advaxis Capital Stock in exchange for the Purchase Shares, (b) the issuance of shares of GXPT Common Stock referred to in Section 3.01(p) below, and (c) the exchanges of the Advaxis Warrants and Advaxis Options for GXPT Warrants and GXPT Options (but not giving effect to the issuance and/or conversion of the Advaxis Notes, the Units or shares of GXPT Common Stock or Warrants issuable to placement agents or to consultants in connection with the Offering) there shall be outstanding 20,069,333 shares of common stock of GXPT, on a fully diluted basis. Such fully diluted capitalization table is set forth on Schedule B hereto.

Upon the signing of this Agreement by all parties to this Agreement, Advaxis shall advance to GXPT a nonrefundable payment of $7,500 by wire transfer or by certified check. The closing of the transaction contemplated by this Agreement (the "Closing") shall occur when $1,500,000 has been placed in escrow in connection with the Offering; it being understood however that the date of the Closing must occur on or prior to forty-five (45) days from the date hereof (the "Initial Closing Date"). If Advaxis advances to GXPT a nonrefundable payment of $15,000 on or prior to the Initial Closing Date, then the date of the Closing shall be extended for an additional forty-five (45) day period. Such advances shall be offset against the amount Advaxis shall pay to GXPT at Closing as set forth in Section 1.03(e).

NOW, THEREFORE, in consideration of the premises and mutual representations, warranties and covenants herein contained, the parties hereby agree as follows:

ARTICLE I

ACQUISITION AND EXCHANGE OF SHARES

SECTION 1.01 THE AGREEMENT. The parties hereto hereby agree that GXPT shall acquire all of the issued and outstanding shares of Advaxis Capital Stock,

Advaxis Warrants and Advaxis Options in exchange for the Purchase Shares, GXPT Warrants and GXPT Options. The parties hereto agree that at the Closing Advaxis will become a wholly-owned subsidiary of GXPT subject to the conditions and provisions of Section 1.03 hereof.

SECTION 1.02 EXCHANGE OF SECURITIES.

(a) At the Closing, GXPT will cause to be issued and held for delivery to the Advaxis Shareholders or their designees, as applicable, stock certificates representing the Purchase Shares in exchange for all of the issued and outstanding shares of Advaxis Capital Stock. At the Closing, Advaxis and the Advaxis Shareholders will cause to be delivered to GXPT, stock certificates or other evidence, as applicable, representing Advaxis Capital Stock. The shares of GXPT Common Stock to be issued will be authorized, but theretofore unissued shares of GXPT Common Stock, and will be issued to the respective Advaxis Shareholders as set forth in Schedule B hereof.

(b) At the Closing, GXPT will cause to be issued and held for delivery to the Advaxis Shareholders warrant agreements representing the GXPT Warrants in exchange for all of the Advaxis Warrants, which will be delivered to GXPT at the Closing. At the Closing, Advaxis and the Advaxis Shareholders will cause to be delivered to GXPT, warrant agreements or other evidence, as applicable, representing the Advaxis Warrants. The GXPT Warrants to be issued will be authorized, but theretofore unissued GXPT Warrants, and will be issued to the Advaxis Shareholders, as applicable, as set forth in Schedule B hereof.

(c) At the Closing, GXPT will cause to be issued and held for delivery to the Advaxis Shareholders option agreements representing GXPT Options in exchange for all of the Advaxis Options, which Advaxis Options will be delivered to GXPT at the Closing. At the Closing, Advaxis and the Advaxis Shareholders will cause to be delivered to GXPT the option agreements or other evidence, as applicable, representing the GXPT Options. The GXPT Options to be issued will be authorized, but theretofore ungranted, and will be granted to the respective Advaxis Shareholders as set forth in Schedule B hereof.

(d) All shares of GXPT Common Stock to be issued hereunder shall be deemed "restricted securities" as defined in paragraph (a) of Rule 144 under the Securities Act of 1933, as amended (the "Securities Act"). All shares of GXPT Common Stock to be issued under the terms of this Agreement shall be issued pursuant to an exemption from the registration requirements of the Securities Act, under Section 4(2) of the Securities Act and the rules and regulations promulgated thereunder. Certificates representing the shares of GXPT Common Stock to be issued hereunder shall bear a restrictive legend in substantially the following form:

> THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE OFFERED FOR SALE, SOLD, OR OTHERWISE DISPOSED OF, EXCEPT IN COMPLIANCE WITH THE REGISTRATION PROVISIONS OF SUCH ACT OR PURSUANT TO AN EXEMPTION FROM SUCH REGISTRATION PROVISIONS, THE AVAILABILITY OF WHICH IS TO BE ESTABLISHED TO THE SATISFACTION OF THE COMPANY.

SECTION 1.03 CLOSING. The Closing will take place at the offices of Reitler Brown & Rosenblatt LLC ("Reitler Brown") on the date that $1,500,000 has been placed in escrow pursuant to the Offering, or such other date and at such other time and place to be mutually agreed upon by the parties hereto; provided that such date will occur by the Initial Closing Date unless extended by Advaxis in the manner set forth in the Introduction, and will be subject to the provisions of Article IV of this Agreement. The date the Closing actually occurs shall be deemed the "Closing Date". At the Closing:

(a) Advaxis will deliver to GXPT stock certificates, warrant certificates, warrant agreements, option agreements, or other evidences representing the Advaxis Capital Stock, Advaxis Warrants and Advaxis Options, duly endorsed or accompanied by a properly executed stock power, so as to make GXPT the holder thereof, free and clear of all liens, claims and other encumbrances, or an affidavit of lost certificate or other evidence satisfactory to Advaxis that such securities and/or agreements were lost or destroyed;

(b) GXPT will deliver to the Advaxis Shareholders, in accordance with Section 1.02 hereof, stock certificates representing the Purchase Shares, option agreements representing the GXPT Options and warrant certificates representing the GXPT Warrants;

(c) GXPT will deliver an Officer's Certificate as described in Sections 4.02(a) and 4.02(b) hereof, dated the Closing Date, certifying that all representations, warranties, covenants, and conditions set forth herein by GXPT are true and correct as of, or have been fully performed and complied with by, the Closing Date;

(d) Advaxis will deliver an Officer's Certificate as described in Sections 4.01(a) and 4.01(b) hereof, dated the Closing Date, certifying that all representations, warranties, covenants and conditions set forth herein by Advaxis are true and correct as of, or have been fully performed and complied with by, the Closing Date;

(e) Advaxis shall pay up to an aggregate of $90,000 less the aggregate amount of payments Advaxis shall have made to GXPT prior to the Closing (as set forth in the Introduction) (the "Advaxis Payment") to GXPT by wire transfer or certified check. It being understood among the parties hereto that GXPT shall pay the aggregate amount of the notes payable to the stockholders of GXPT as stated in GXPT's most recent Form 10Q filing with the SEC and all reasonable legal costs and expenses and auditor costs and expenses of GXPT out of such Advaxis Payment; provided that GXPT shall have provided to Advaxis written documentation of such costs and expenses prior to Closing; and.

(f) GXPT will prepare and file with the applicable governmental or regulatory authorities any additional necessary documents that may be required by applicable law or regulations of the State of Colorado, the Unities States of America, or otherwise to effect the transactions contemplated hereby.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01 REPRESENTATIONS AND WARRANTIES OF GXPT. GXPT hereby represents and warrants to, and agrees with, Advaxis and the Advaxis Shareholders as follows:

(a) Organization and Qualification. Other than as set forth in Section A of the disclosure letter, of even date herewith, from GXPT to Advaxis and the Advaxis Shareholders (the "GXPT Disclosure Letter"), GXPT does not have any subsidiaries or affiliated corporations and does not own any interest in any other enterprise (whether or not such enterprise is a corporation). GXPT is a corporation duly organized, validly existing, and in good standing under the laws of the State of Colorado, with all requisite power and authority, and all necessary consents, authorizations, approvals, orders, licenses, certificates, and permits of and from, and declarations and filings with, all federal, state, local, and other governmental authorities and all courts and other tribunals, to own, lease, license, and use its properties and assets and to carry on the businesses in which it is now engaged and the businesses in which it contemplates engaging. Other than as set forth in Section A of the GXPT Disclosure Letter, GXPT is duly qualified to transact the businesses in which it is engaged and is in good standing as a foreign corporation in every jurisdiction in which its ownership, leasing, licensing, or use of property or assets or the conduct of its businesses makes such qualification necessary.

(b) Capitalization. Immediately prior to the Closing, the authorized capital stock of GXPT consists of 500,000,000 shares of GXPT Common Stock, of which 150,520,000 shares are outstanding. Prior to Closing, a majority of the GXPT shareholders shall approve and caused to become effective the charter amendments contemplated by Section 3.01 hereof. Each of such outstanding shares of GXPT Common Stock is validly authorized, validly issued, fully paid, and nonassessable, has not been issued and is not owned or held in violation of any preemptive or similar right of stockholders. There is no commitment, plan, or arrangement to issue, and no outstanding option, warrant, or other right calling for the issuance of, any share of capital stock of GXPT or any security or other instrument convertible into, exercisable for, or exchangeable for capital stock of GXPT other than the Offering. There is outstanding no security or other instrument convertible into, or exchangeable or exercisable for, capital stock of GXPT.

(c) Financial Condition. GXPT has filed with the Securities and Exchange Commission (the "SEC") and has provided to Advaxis true and correct copies of the following: audited balance sheets of GXPT as of October 31, 2002 and 2003; unaudited balance sheets of GXPT as of April 30, 2003 and 2004; audited statements of income, statements of stockholders' equity, and statements of cash flows of GXPT for the years ended October 31, 2002 and 2003; and the unaudited statements of income, statements of stockholders' equity, and statements of cash flows of GXPT for the six months ended April 30, 2003 and 2004. Each such balance sheet shall present fairly the financial condition, assets, liabilities, and stockholders' equity of GXPT as of its respective date; each such statement of income and statement of stockholders' equity shall present fairly the results of operations of GXPT for the period indicated; and each such statement of cash flows shall present fairly the information purported to be shown therein. The financial statements referred to in this Section 2.01(c) will have been prepared in accordance with generally accepted accounting principles in the United States ("GAAP") consistently applied throughout the periods involved and shall be in accordance with the books and records of GXPT. The financial statements referred to in this Section 2.01(c) contain all certifications and statements required by the SEC's Order, dated June 27, 2002, pursuant to Section 21(a)(1) of the Exchange Act (File No. 4-460), Rule 13a-14 or 15d-14 under the Exchange Act, or 18 U.S.C. Section 1350 (Sections 302 and 906 of the Sarbanes-Oxley Act of 2002) with respect to the report relating thereto. The financial statements referred to in this Section 2.01(c) comply as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with GAAP, applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto or, in the case of unaudited financial statements, as permitted by the rules and regulations of the SEC) and fairly present, subject in the case of the unaudited financial statements, to customary year end audit adjustments, the financial position of GXPT as at the dates thereof and the results of its operations and cash flows. Since April 30, 2004:

(i) There has at no time been a material adverse change in the financial condition, results of operations, businesses, properties, assets, liabilities, or future prospects of GXPT.

(ii) GXPT has not authorized, declared, paid, or effected any dividend or liquidating or other distribution in respect of its capital stock or any direct or indirect redemption, purchase, or other acquisition of any stock of GXPT.

(iii) The operations and businesses of GXPT have been conducted in all respects only in the ordinary course, except as described in filings made and to be made by GXPT to the SEC..

There is no fact known to GXPT which materially adversely affects or in the future (as far as GXPT can reasonably foresee) may materially adversely affect the financial condition, results of operations, businesses, properties, assets, liabilities, or future prospects of GXPT; provided, however, that GXPT expresses no opinion as to political or economic matters of general applicability. GXPT has made known, or caused to be made known, to the accountants or auditors who have prepared, reviewed, or audited the aforementioned consolidated financial statements all material facts and circumstances which could affect the preparation, presentation, accuracy, or completeness thereof.

(d) Tax and Other Liabilities. GXPT does not have any material liability of any nature, accrued or contingent, including, without limitation, liabilities for federal, state, local, or foreign taxes and penalties, interest, and additions to tax ("Taxes"), and liabilities to customers or suppliers, other than the following:

(i) Liabilities for which full provision has been made on the balance sheet and the notes thereto (the "Last GXPT Balance Sheet") as of April 30, 2004, (the "Last GXPT Balance Sheet Date") referred to in Section 2.01(c); and

(ii) Other liabilities arising since the Last GXPT Balance Sheet Date and prior to Closing in the ordinary course of business (which shall not include liabilities to customers on account of defective products or services) which are not inconsistent with the representations and warranties of GXPT or any other provision of this Agreement.

Without limiting the generality of the foregoing, the amounts set up as provisions for Taxes on the Last GXPT Balance Sheet are sufficient for all accrued and unpaid Taxes of GXPT, whether or not due and payable and whether or not disputed, under tax laws, as in effect on the Last GXPT Balance Sheet Date or now in effect, for the period ended on such date and for all fiscal periods prior thereto. The execution, delivery, and performance of this Agreement by GXPT will not cause any Taxes to be payable (other than those that may possibly be payable by the Advaxis Shareholders as a result of the contribution of their shares of Advaxis Capital Stock to GXPT) or cause any lien, charge, or encumbrance to secure any Taxes to be created either immediately or upon the nonpayment of any Taxes other than on the properties or assets of the Advaxis Shareholders. GXPT has filed all federal, state, local, and foreign tax returns required to be filed by it; has delivered to the Advaxis Shareholders a true and correct copy of each such return which was filed since incorporation; has paid (or has established on the Last GXPT Balance Sheet a reserve for) all Taxes, assessments, and other governmental charges payable or remittable by it or levied upon it or its properties, assets, income, or franchises which are due and payable; and has delivered to the Advaxis Shareholders a true and correct copy of any report as to adjustments received by it from any taxing authority since incorporation and a statement as to any litigation, governmental or other proceeding (formal or informal), or investigation pending, threatened, or in prospect with respect to any such report or the subject matter of such report.

(e) Litigation and Claims. Except as described in Section E of the GXPT Disclosure Letter, there is no litigation, arbitration, claim, governmental or other proceeding (formal or informal), or investigation pending or, to the best of GXPT's knowledge, threatened, or in prospect (or any basis therefor known to GXPT) with respect to GXPT or any of its businesses, properties, or assets. GXPT is not a "union shop" and is not a party to any collective bargaining agreement or similar labor arrangement. GXPT is not affected by any present or threatened strike or other labor disturbance nor to the knowledge of GXPT, is any union attempting to represent any employee of GXPT as collective bargaining agent. GXPT is not in violation of, or in default with respect to, any law, rule, regulation, order, judgment, or decree which violation or default would have a material adverse effect on GXPT; nor is GXPT required to take any action in order to avoid such violation or default.

(f) Properties.

(i) GXPT owns no real property. GXPT has good title to all personal properties and assets used in its businesses or owned by it and has valid leasehold interests and licenses in and with respect to all real and other properties and assets as are held pursuant to leases or licenses described in Section B or C of the GXPT Disclosure Letter and used in its business, free and clear of all liens, mortgages, security interests, pledges, charges, and encumbrances (except such as are listed in Section F of the GXPT Disclosure Letter).

(ii) Set forth in Section F of the GXPT Disclosure Letter is a true and complete list of all tangible properties and assets owned by GXPT or leased or licensed by GXPT from or to a third party (including inventory but not including Intangibles (as hereinafter defined)), and with respect to such properties and assets leased or licensed by GXPT from or to a third party, a description of such lease or license, including the term interest and amounts paid GXPT under such lease or license. All such properties and assets (including Intangibles) owned by GXPT are reflected on the Last GXPT Balance Sheet (except for acquisitions subsequent to the Last GXPT Balance Sheet Date and prior to the Closing Date, which are set forth in Section F of the GXPT Disclosure Letter or are approved in writing by Advaxis). All tangible properties and assets owned by GXPT or leased or licensed by GXPT from or to a third party are in good and usable condition (reasonable wear and tear which is not such as to affect adversely the operation of the businesses of GXPT excepted). All such leases and licenses to which GXPT is a party are in full force and effect.

(iii) To the best of GXPT's knowledge, no real property leased or licensed by GXPT from or to a third party lies in an area which is, or will be, subject to zoning, use, or building code restrictions which would prohibit, and, to the best of GXPT's knowledge, no state of facts relating to the actions or inaction of another person or entity or his or its ownership, leasing, or licensing of any real or personal property exists or will exist which would prevent, the continued effective ownership, leasing, or licensing of such real property in the businesses in which GXPT is now engaged or the businesses in which it contemplates engaging.

(iv) The properties and assets (including Intangibles (as hereinafter defined)) owned by GXPT (other than those leased or licensed by GXPT to a third party) or leased or licensed by GXPT from a third party constitute all such properties and assets which are necessary to the businesses of GXPT as presently conducted.

(v) GXPT has not caused or permitted its businesses properties, or assets to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process any Hazardous Substance (as such term is defined in this Section 2.01(f)(v)) except in compliance with all applicable laws, rules, regulations, orders, judgments, and decrees, and has not caused or permitted the Release (as such term is defined in this Section 2.01(f)(v)) of any Hazardous Substance on or off the site of any property of GXPT. The term "Hazardous Substance" shall mean any hazardous waste, as defined by 42 U.S.C. ss.6903(5), any hazardous substance, as defined by 42 U.S.C. ss.9601(14), any pollutant or contaminant, as defined by 42 U.S.C. ss.9601(33), and all toxic substances, hazardous materials, or other chemical substances regulated by any other law, rule, or regulation. The term "Release" shall have the meaning set forth in 42 U.S.C. ss.9601(22).

(g) Contracts and Other Instruments. Section G of the GXPT Disclosure Letter contains a true and correct statement of the information required to be contained therein regarding material contracts, agreements, instruments, leases, licenses, arrangements, or understandings with respect to GXPT. GXPT has furnished to the Advaxis Shareholders (i) the certificate of incorporation (or other charter document) and by-laws of GXPT and all amendments thereto, as presently in effect, and (ii) the following: (A) true and correct copies of all material contracts, agreements, and instruments referred to in Section G of the GXPT Disclosure Letter; (B) true and correct copies of all material leases and licenses referred to in Section G of the GXPT Disclosure Letter hereto; and (C) true and correct written descriptions of all material supply, distribution, agency, financing, or other arrangements or understandings referred to in Section G of the GXPT Disclosure Letter. To the best of GXPT's knowledge, neither GXPT nor (to the knowledge of GXPT) any other party to any such material contract, agreement, instrument, lease, or license is now or expects in the future to be in violation or breach of, or in default with respect to complying with, any term thereof, and each such material contract, agreement, instrument, lease, or license is in full force and is (to the best of GXPT's knowledge in the case of third parties) the legal, valid, and binding obligation of the parties thereto and (subject to applicable bankruptcy, insolvency, and other laws affecting the enforceability of creditors' rights generally) is enforceable as to them in accordance with its respective terms. Each such material supply, distribution, agency, financing, or other arrangement or understanding is a valid and continuing arrangement or understanding; neither GXPT nor any other party to any such arrangement or understanding has given notice of termination or taken any action inconsistent with the continuance of such arrangement or understanding; and the execution, delivery, and performance of this Agreement will not prejudice any such arrangement or understanding in any way. GXPT enjoys peaceful and undisturbed possession under all material leases and licenses under which it is operating. GXPT is not party to, or bound by, any contract, agreement, instrument, lease, license, arrangement, or understanding, or subject to any charter or other restriction, which has had or (to the knowledge of GXPT)

may in the future have a material adverse effect on the financial condition, results of operations, businesses, properties, assets, liabilities, or future prospects of GXPT. GXPT has not engaged within the last five years in, is not engaging in, and does not intend to engage in any transaction with, and has not had within the last five years, does not now have, and does not intend to have any material contract, agreement, instrument, lease, license, arrangement, or understanding with, any stockholder of GXPT, any director, officer, or employee of GXPT (except for employment agreements listed in Section G of the GXPT Disclosure Letter and employment and compensation arrangements described in Section H of the GXPT Disclosure Letter), any relative or affiliate of any stockholder of GXPT or of any such director, officer, or employee, or any other corporation or enterprise in which any stockholder of GXPT, any such director, officer, or employee, or any such relative or affiliate then had or now has a 5% or greater equity or voting or other substantial interest, other than those listed and so specified in Section G of the GXPT Disclosure Letter. The stock ledgers and stock transfer books relating to all issuances and transfers of stock by GXPT and the minute book records of GXPT and all proceedings of the stockholders and the Board of Directors and committees thereof of GXPT since their respective incorporations made available to counsel to Advaxis and the Advaxis Shareholders are the original stock ledgers and stock transfer books and minute book records of GXPT or exact copies thereof. GXPT is not in violation or breach of, or in default with respect to, any term of its certificate of incorporation (or other charter document) or by-laws.

(h) Employees.

(i) GXPT does not have, or contribute to, any pension, profit-sharing, option, other incentive plan, or any other type of Employee Benefit Plan (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")), nor does GXPT have any obligation to or customary arrangement with employees for bonuses, incentive compensation, vacations, severance pay, sick pay, sick leave, insurance, service award, relocation, disability, tuition refund, or other benefits, whether oral or written, except as set forth in Section H of the GXPT Disclosure Letter. GXPT has furnished to Advaxis and the Advaxis Shareholders: (A) true and correct copies of all documents evidencing plans, obligations, or arrangements referred to in Section H of the GXPT Disclosure Letter (or true and correct written summaries, so initialed, of such plans, obligations, or arrangements to the extent not evidenced by documents) and true and correct copies, so initialed, of all documents evidencing trusts, summary plan descriptions, and any other summaries or descriptions relating to any such plans; (B) the two most recent annual reports (Form 5500's), if any, including all schedules thereto and the most recent annual and periodic accounting of related plan assets with respect to each Employee Benefit Plan; (C) the two most recent actuarial valuations with respect to each Pension Plan (as defined in Section 3(2) of ERISA) subject to Title IV of ERISA; and (D) the most recent determination letter issued by the Internal Revenue Service with respect to each Pension Plan.

(ii) If any Employee Benefit Plan of GXPT were to be terminated on the day prior to Closing Date, (A) no liability under Title IV of ERISA would be incurred by GXPT or Advaxis and (B) all Accrued Benefits (as defined in this Section 2.01(h)(ii)) to such day prior to the Closing Date (whether or not vested) would be fully funded in accordance with the assumptions contained in the regulations of the Pension Benefit Guaranty Corporation governing the funding of terminated defined benefit plans. For purposes hereof, "Accrued Benefits" shall include the value of disability, pre-retirement, death benefits,

and all supplements, subsidized, ancillary, and optional forms of benefits. All Accrued Liabilities (for contributions or otherwise) (as defined in this Section 2.01(h)(ii)) of GXPT as of the Closing Date to each Employee Benefit Plan and with respect to each obligation to, or customary arrangement with, employees for bonuses, incentive compensation, vacations, severance pay, sick pay, sick leave, insurance, service award, relocation, disability, tuition refund, or other benefits, whether oral or written, have been paid or accrued for all periods ending prior to the Closing Date and no payment to any Employee Benefit Plan or with respect to any such obligation or arrangement since the Last GXPT Balance Sheet Date has been disproportionately large compared to prior payments. For purposes hereof, "Accrued Liabilities" shall include a pro rata contribution to each Employee Benefit Plan or with respect to each such obligation or arrangement for that portion of a plan year or other applicable period which commences prior to, and ends after, the Closing Date, and Accrued Liabilities for any portion of a plan year or other applicable period shall be determined by multiplying the liability for the entire such year or period by a fraction, the numerator of which is the number of days preceding the Closing Date in such year or period and the denominator of which is the number of days in such year or period, as the case may be.

(iii) There has been no violation of the reporting and disclosure requirements imposed either under ERISA or the Code for which a penalty has been or may be imposed with respect to any Employee Benefit Plan of GXPT. There has been no breach of fiduciary duty or responsibility with respect to any Employee Benefit Plan of GXPT. No Employee Benefit Plan of GXPT or related trust has any liability of any nature, accrued or contingent, including without limitation liabilities for Taxes, other than for routine payments to be made in due course to participants and beneficiaries, except as set forth in Section H of the GXPT Disclosure Letter. GXPT does not have any formal plan or commitment, whether or not legally binding, to create any additional or modify any existing Employee Benefit Plan or benefit obligation or arrangement described in Section 2.01(h)(i)). Each Employee Benefit Plan of GXPT which is a group health plan within the meaning of Section 5000(b)(1) of the Code is and has been maintained in full compliance with the applicable requirements of Section 4980B of the Code. Other than the health care continuation requirements of Section 4980B of the Code, GXPT does not have any obligation to provide post-retirement medical benefits or life insurance coverage or any deferred compensation benefits to any present or former employees. There is no litigation, arbitration, claim, governmental or other proceeding (formal or informal), or investigation pending, threatened, or (to the best of GXPT's knowledge) in prospect (or any basis therefor known to GXPT) with respect to any Employee Benefit Plan of GXPT or related trust or with respect to any fiduciary, administrator, or sponsor (in its capacity as such) of any Employee Benefit Plan. No Employee Benefit Plan of GXPT or related trust and no such obligation or arrangement is in violation of, or in default with respect to, any law, rule, regulation, order, judgment, which violation or default would have a material adverse effect thereon or decree nor is GXPT, any Employee Benefit Plan of GXPT, or any related trust required to take any action in order to avoid any such violation or default. No event has occurred, or is (to the best of GXPT's knowledge) threatened or about to occur, which would constitute a prohibited transaction under Section 406 of ERISA.

(iv) Each Pension Plan maintained for the employees of GXPT has been qualified, from its inception, under Section 401(a) of the Code and any related trust has been an exempt trust for such period under Section 501 of the Code.

Each Pension Plan has been operated in accordance with its terms. No Pension Plan which is subject to Title IV of ERISA has an accumulated or waived funding deficiency within the meaning of Section 412 of the Code. No investigation or review by the Internal Revenue Service is currently pending or (to the knowledge of GXPT) is contemplated in which the Internal Revenue Service has asserted or may assert that any Pension Plan is not qualified under Section 401(a) of the Code or that any related trust is not exempt under Section 501 of the Code. Neither GXPT, nor any organization to which GXPT is a successor or parent corporation, within the meaning of Section 4069(b) of ERISA, has divested itself of any entity maintaining or with an obligation to contribute to any Pension Plan which had an "amount of unfunded benefit liabilities," as defined in Section 4001(a)(18) of ERISA, at the time of such divestiture. No assessment of any federal taxes with respect to any Employee Benefit Plan of GXPT has been made or (to the knowledge of GXPT) is contemplated against GXPT, or any related trust of any Pension Plan of GXPT, and nothing has occurred which would result in the assessment of unrelated business taxable income under the Code with respect to any Employee Benefit Plan of GXPT. Form 5500's have been timely filed with respect to all Pension Plans of GXPT. No event has occurred or (to the knowledge of GXPT) is threatened or about to occur which would constitute a reportable event within the meaning of Section 4043(b) of ERISA. No notice of termination has been filed by the plan administrator pursuant to Section 4041 of ERISA or issued by the Pension Benefit Guaranty Corporation pursuant to Section 4042 of ERISA with respect to any Pension Plan of GXPT.

(v) GXPT does not currently contribute to, and has not effectuated either a complete or partial withdrawal from, any multiemployer Pension Plan within the meaning of Section 3(37) of ERISA.

(vi) Section H of the GXPT Disclosure Letter contains a true and correct statement of the names, relationship with GXPT, present rates of compensation (whether in the form of salary, bonuses, commissions, or other supplemental compensation now or hereafter payable), and aggregate compensation for the fiscal years ended December 31, 2002 and 2003 of (A) each director, officer, or other employee of GXPT whose aggregate compensation for the fiscal years ended December 31, 2002 and 2003 exceeded US$25,000 or whose aggregate compensation presently exceeds the rate of US$25,000 per annum and (B) all sales agents, dealers, or distributors of GXPT. Since December 31, 2003, GXPT has not changed the rate of compensation of any of its directors, officers, employees, agents, dealers, or distributors, nor has any Employee Benefit Plan or program of GXPT been instituted or amended to increase benefits thereunder. There is no contract, agreement, plan, arrangement, or understanding covering any person that, individually or collectively, could give rise to the payment of any amount that would not be deductible by GXPT by reason of Section 280G of the Code.

(vii) GXPT has not extended or maintained credit, arranged for the extension of credit, or renewed an extension of credit, in the form of a personal loan to or for any director or executive officer (or equivalent thereof) thereof.

(i) Patents, Trademarks, Et Cetera. GXPT does not own or have pending, and is not licensed or otherwise permitted to use, any material patent, patent application, trademark, trademark application, service mark, copyright, copyright application, franchise, trade secret, computer program (in object or source code or otherwise), or other intangible property or asset (collectively, "Intangibles"), other than as described in Section I of the GXPT Disclosure Letter. Each Intangible set forth in such Section I of the GXPT Disclosure Letter is validly issued and is currently in force and uncontested in all jurisdictions in which it is used or in which such use is contemplated by GXPT and may reasonably be contemplated by GXPT after the effective date of this Agreement and the closing of the Offering. Section I of the GXPT Disclosure Letter contains a true and correct listing of: (i) all Intangibles which are owned (either in whole or in part), used by, or licensed to GXPT or which otherwise relate to the businesses of GXPT, and a description of each such Intangible which identifies its owner, registrant, or applicant; (ii) all contracts, agreements, instruments, leases, and licenses and identification of all parties thereto under which GXPT owns or uses any Intangible (whether or not under license from third parties), together with the identification of the owner, registrant, or applicant of each such Intangible; (iii) all contracts, agreements, instruments, leases, and licenses and identification of all parties thereto under which GXPT grants the right to use any Intangible; (iv) all validity, infringement, right-to-use, or other opinions of counsel (whether in-house or outside) which concern the validity, infringement, or enforceability of any Intangible owned or controlled by a party other than GXPT which relates to the businesses, properties, or assets of GXPT. Except as specified in Section I of the GXPT Disclosure Letter, to the knowledge of GXPT: (v) GXPT is the sole and exclusive owner or licensee of, and (other than those exclusively licensed by GXPT to a third party) has the right to use, all Intangibles; (vi) no Intangible is subject to any order, judgment, decree, contract, agreement, instrument, lease, or license restricting the scope of the use thereof; (vii) during the last five years, GXPT has not been charged with, and has not charged others with, unfair competition or infringement of any Intangible, or wrongful use of confidential information, trade secrets, or secret processes; and (viii) GXPT is not using any patentable invention, confidential information, trade secret, or secret process of others. There is no right under any Intangible necessary to the businesses of GXPT as presently conducted or as it contemplates conducting, except such as are so designated in Section I of the GXPT Disclosure Letter. Except as described in Section I of the GXPT Disclosure Letter, GXPT has not infringed, is not infringing, and has not received notice of infringement in respect of the Intangibles or asserted Intangibles of others, nor has GXPT been advised by counsel or others that it is infringing or may infringe the Intangibles or asserted Intangibles of others if any currently contemplated business activity is effectuated. To the knowledge of GXPT, there is no infringement by others of Intangibles of GXPT. As far as GXPT can reasonably foresee, there is no Intangible or asserted Intangible of others that may materially adversely affect the financial condition, results of operations, businesses, properties, assets, liabilities, or future prospects of GXPT. All material contracts, agreements, instruments, leases, and licenses pertaining to Intangibles to which GXPT is a party, or to which any of its businesses, properties, or assets are subject, are in compliance in all material respects with all laws, rules, regulations, orders, judgments, and decrees binding on GXPT or to which any of its businesses, properties, or assets are subject. GXPT did not register any trademark, tradename or service mark, design, or name used by GXPT to identify its products, businesses, or services. Neither any stockholder of GXPT, any director, officer, or employee of GXPT, any relative or affiliate of any stockholder of GXPT, any such director, officer, or employee, nor any other corporation or enterprise in which any stockholder of GXPT, any such director, officer, or employee, or any such relative or affiliate had or now has a 5% or greater equity or voting or other substantial interest, possesses any Intangible which relates to the businesses of GXPT.

(j) Questionable Payments. Neither GXPT, nor any director, officer, agent, employee, or other person associated with, or acting on behalf of, GXPT, nor any stockholder of GXPT has, directly or indirectly: used any corporate funds for unlawful contributions, gifts, entertainment, or other unlawful expenses relating to political activity; made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns from corporate funds; violated any provision of the Foreign Corrupt Practices Act of 1977, as amended; or made any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment.

(k) Authority. GXPT has all requisite power and authority to execute, deliver, and perform this Agreement. All necessary corporate proceedings of GXPT have been duly taken to authorize the execution, delivery, and performance of this Agreement thereby. This Agreement has been duly authorized, executed, and delivered by GXPT, constitutes the legal, valid, and binding obligation of GXPT, and is enforceable as to GXPT in accordance with its terms. Except as otherwise set forth in this Agreement, no consent, authorization, approval, order, license, certificate, or permit of or from, or declaration or filing with, any federal, state, local, or other governmental authority or any court or other tribunal is required by GXPT for the execution, delivery, or performance of this Agreement by GXPT. No consent of any party to any material contract, agreement, instrument, lease, license, arrangement, or understanding to which GXPT is a party, or to which it or any of its businesses, properties, or assets are subject, is required for the execution, delivery, or performance of this Agreement (except such consents referred to in Section K of the GXPT Disclosure Letter); and the execution, delivery, and performance of this Agreement will not (if the consents referred to in Section K of the GXPT Disclosure Letter are obtained prior to the Closing) violate, result in a breach of, conflict with, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or call a default under, entitle any party to receive rights or privileges that such party was not entitled to receive before this Agreement was executed under, or create any obligation on the part of GXPT to which it was not subject immediately before this Agreement was executed under, any term of any such material contract, agreement, instrument, lease, license, arrangement, or understanding, or violate or result in a breach of any term of the certificate of incorporation (or other charter document) or by-laws of GXPT, or (if the provisions of this Agreement are satisfied) violate, result in a breach of, or conflict with any law, rule, regulation, order, judgment, or decree binding on GXPT or to which any of its businesses, properties, or assets are subject, which violation or breach would have a material adverse effect on GXPT. Neither GXPT, nor any of its officers, directors, employees, or agents has employed any broker or finder or incurred any liability for any fee, commission, or other compensation payable by any person on account of alleged employment as a broker or finder, or alleged performance of services as a broker or finder, in connection with or as a result of this Agreement or the transactions contemplated hereby and in connection herewith.

(l) Status of Shares of GXPT Common Stock To Be Issued. The shares of GXPT Common Stock to be issued pursuant to Section 1.02(a) hereof, and, in any case, the shares of GXPT Common Stock issuable pursuant to Section 3.01(p) hereof, are validly authorized and, when the such shares of GXPT Common Stock have been duly delivered pursuant to the terms of this Agreement, such shares of GXPT Common Stock will be validly issued, fully paid, and nonassessable and will not have been issued, owned or held in violation of any preemptive or similar right of stockholder.

(m) Insurance. All policies of fire and other insurance against casualty and other losses and public liability insurance carried by GXPT are described in Section M of the GXPT Disclosure Letter (including the risks covered and limits of such policies) and are in full force and effect. All premiums in respect of such policies for which premium notices have been received have been paid in full as the same become due and payable. GXPT has not failed to give any notice or present any claim under any insurance policy in due and timely fashion. There are no actual claims or claims threatened in writing against GXPT which could come within the scope of such coverage nor are any such policies currently threatened with cancellation. There are no outstanding requirements or recommendations by any insurance company that issued a policy with respect to any of the respective assets, the businesses, or operations of GXPT or by any Board of Fire Underwriters or other body exercising similar functions or by any governmental authority requiring or recommending any repairs or other work to be done on, or with respect to, any of the assets of GXPT or requiring or recommending any equipment or facilities to be installed on any premises from which the businesses of GXPT is conducted or in connection with any of the respective assets thereof. GXPT does not have any knowledge of any material proposed increase in applicable insurance rates or of any conditions or circumstances applicable to the businesses thereof that might result in such increases. No such policy is terminable by virtue of the transactions contemplated by this Agreement.

(o) Trading Matters. At the date hereof and at the Closing Date:

(i) the GXPT Common Stock is not actively traded and quoted in the pink sheet market; and

(ii) GXPT has not, and shall not have taken any action that would preclude, or otherwise jeopardize, the inclusion of the GXPT Common Stock for quotation on the OTC Bulletin Board.

(p) Reorganization.

(i) GXPT has not taken, has not agreed to take and will not take any action (other than actions contemplated by this Agreement) that could reasonably be expected to prevent the transactions contemplated by this Agreement from constituting a "reorganization" under section 368(b) of the Code or as an acquisition of in excess of 80% of the stock of a corporation in exchange for property under Section 351 of the Code. GXPT is not aware of any agreement, plan or other circumstance that could reasonably be expected to prevent the transactions contemplated by this Agreement from so qualifying.

(ii) GXPT has no plan or intention to reacquire, and, to GXPT's knowledge, no person related to GXPT within the meaning of Treasury Regulations Section 1.368-1 has a plan or intention to acquire, any of the GXPT Common Stock pursuant to Section 1.02(a) hereof.

(q) Completeness of Disclosure. No representation or warranty by GXPT in this Agreement, any of the financial statement or other instruments or written statements provided to the Advaxis Shareholders hereunder or in connection herewith, the GXPT Disclosure Letter or any Schedules or Exhibits attached hereto are made a part hereof contains or, and at the Closing Date will contain, an untrue statement of material fact or omits or, at the Closing Date, will omit to state a material fact required to be stated therein or necessary to make the statements made not misleading.

(r) Periodic Reporting.

(i) The GXPT Common Stock has been registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and GXPT is subject to the periodic reporting requirements of Section 13 of the Exchange Act. GXPT has heretofore provided or made available to Advaxis and the Advaxis Shareholders true, complete, and correct copies of all forms, reports, schedules, statements, and other documents required to be filed by it under the Exchange Act since at least December 31, 2001 as such documents have been amended since the time of the filing thereof (the "GXPT SEC Documents"). The GXPT SEC Documents, including, without limitation, any financial statements and schedules included therein, at the time filed or, if subsequently amended, as so amended, (i) did not contain any untrue statement of a material fact required to be stated therein or necessary in order to make the statements therein not misleading and (ii) complied in all respects with the applicable requirements of the Exchange Act and the applicable rules and regulations thereunder. The financial statements included in the GXPT SEC Documents complied when filed as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with generally accepted accounting principles in the United States, applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto or, in the case of unaudited financial statements, as permitted by the rules and regulations of the Commission) and fairly present, subject in the case of the unaudited financial statements, to customary year end audit adjustments, the financial position of GXPT as at the dates thereof and the results of its operations and cash flows.

(ii) Except as set forth in Section R of the GXPT Disclosure Letter, the Company maintains disclosure controls and procedures required by Rule 13a-15 or 15d-15 under the Exchange Act; such controls and procedures are effective to ensure that all material information concerning the Company and its subsidiaries is made known on a timely basis to the individuals responsible for the preparation of the Company's filings with the SEC and other public disclosure documents. To the extent any exist, GXPT has delivered or made available to Advaxis copies of, all written descriptions of, and all policies, manuals and other documents promulgating, such disclosure controls and procedures. Except as set forth in Section R of the GXPT Disclosure Letter, to GXPT's knowledge, each director and executive officer thereof has filed with the SEC on a timely basis all statements required by Section 16(a) of the Exchange Act and the rules and regulations thereunder since January 1, 2002. As used in Section 2.01(r), the term "file" shall be broadly construed to include any manner in which a document or information is furnished, supplied or otherwise made available to the SEC.

(iii) Except as set forth in Section R of the GXPT Disclosure Letter, the Chief Executive Officer and the Chief Financial Officer of GXPT have signed, and the Company has furnished to the SEC, all certifications required by Sections 302 and 906 of the Sarbanes-Oxley Act of 2002; such certifications contain no qualifications or exceptions to the matters certified therein and have not been modified or withdrawn; and neither GXPT nor any of its officers has received notice from any governmental entity questioning or challenging the accuracy, completeness, form or manner of filing or submission of such certifications.

(iv) GXPT has heretofore has provided or made available to Advaxis complete and correct copies of all certifications filed with the SEC pursuant to Sections 302 and 906 of Sarbanes-Oxley Act of 2002 and hereby reaffirms, represents and warrants to Advaxis the matters and statements made in such certificates.

(s) Compliance with Law and Government Regulations.

(i) GXPT is in compliance with, and is not in violation of, applicable federal, state, local or foreign statutes, laws and regulations (including without limitation, any applicable building, zoning or other law, ordinance or regulation) affecting its properties or the operation of its business. GXPT is not subject to any order, decree, judgment or other sanction of any court, administrative agency or other tribunal.

(ii) Each of GXPT, its directors and its senior financial officers has consulted with GXPT's independent auditors and with GXPT's outside counsel with respect to, and (to the extent applicable to GXPT) is familiar in all material respects with all of the requirements of, Sarbanes-Oxley Act of 2002. GXPT is in compliance with the provisions of such act applicable to it as of the date hereof and has implemented such programs and has taken reasonable steps, upon the advice of GXPT's independent auditors and outside counsel, respectively, to ensure GXPT's future compliance (not later than the relevant statutory and regulatory deadlines therefore) with all provisions of such act which shall become applicable thereto after the date hereof.

(t) Legal Proceedings and History. GXPT hereby represents that, unless otherwise disclosed herein or in Section T of the GXPT Disclosure Letter, no officer, director or affiliate of GXPT, has been, within the five years ending on the Closing Date, a party to any bankruptcy petition against such person or against any business of which such person was affiliated; convicted in a criminal proceeding or subject to a pending criminal proceeding (excluding traffic violations and other minor offenses); subject to any order, judgment or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining, barring, suspending or otherwise limiting their involvement in any type of business, securities or banking activities; or found by a court of competent jurisdiction in a civil action, by the SEC or the Commodity Futures Trading Commission to have violated a federal or state securities or commodities law, and the judgment has not been reversed, suspended or vacated.

SECTION 2.02 REPRESENTATIONS AND WARRANTIES OF ADVAXIS. Advaxis hereby represents and warrants to, and agrees with, GXPT:

(a) Organization and Qualification. Other than as set forth in Section A of the disclosure letter, of even date herewith, from Advaxis to GXPT (the "Advaxis Disclosure Letter"), Advaxis has no subsidiaries or affiliated corporation or owns any interest in any other enterprise (whether or not such enterprise is a corporation). Advaxis is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware with all requisite power and authority, and all necessary consents, authorizations, approvals, orders, licenses, certificates, and permits of and from, and declarations and filings with, all federal, state, local, and other governmental authorities and all courts and other tribunals, to own, lease, license, and use its properties and assets and to carry on the businesses in which it is now engaged and the businesses in which it contemplates. Advaxis is duly qualified to transact the businesses in which it is engaged and is in good standing as a foreign corporation in every jurisdiction in which its ownership, leasing, licensing, or use of property or assets or the conduct of its businesses makes such qualification necessary.

(b) Capitalization. Immediately prior to the Closing, the authorized capital stock of Advaxis consists of 100,000 shares of Advaxis Common Stock, par value $0.001 per share, 40,000 of which shares are issued and outstanding and 50,000 shares of preferred stock, par value $0.001 per share, 6,000 shares of preferred stock have been designated as Series A Preferred Stock, par value $0.001 per share of which 3650.46 shares are issued and outstanding. Each of the outstanding shares of Advaxis Capital Stock is validly authorized, validly issued, fully paid, and nonassessable, has not been issued and is not owned or held in violation of any preemptive right of stockholders and by the owners set forth in Section A of the Advaxis Disclosure Letter, in each case free and clear of all liens, security interests, pledges, charges, encumbrances, stockholders' agreements, and voting trusts (other than the existing stockholders agreement to be terminated prior to the Closing). Other than as set forth in Section A of the Advaxis Disclosure Letter, there is no commitment, plan, or arrangement to issue, and no outstanding option, warrant, or other right calling for the issuance of, any share of Advaxis Capital Stock or any security or other instrument convertible into, exercisable for, or exchangeable for Advaxis Capital Stock. Other than as set forth in Section A of the Advaxis Disclosure Letter, there is outstanding no security or other instrument convertible into or exercisable or exchangeable for Advaxis Capital Stock.

(c) Financial Condition. Advaxis has delivered to GXPT true and correct copies of the following: audited balance sheets of Advaxis as of December 31, 2002 and December 31, 2003 and unaudited balance sheets of Advaxis as of June 30, 2003 and June 30, 2004; and audited statements of operations, statements of stockholders' equity, and statements of cash flows of Advaxis for the two years ended December 31, 2002 and December 31, 2003 and unaudited statements of operations, statements of stockholders' equity, and statements of cash flows of Advaxis for the periods ended June 30, 2003 and June 30, 2004. Each such balance sheet presents fairly the financial condition, assets, liabilities, and stockholders' equity of Advaxis as of its date; each such statement of income and consolidated statement of stockholders' equity presents fairly the results of operations of Advaxis for the period indicated; and each such statement of cash flows presents fairly the information purported to be shown therein. The audited financial statements referred to in this Section 2.02(c) have been prepared in accordance with GAAP in the United States consistently applied throughout the periods involved and are in accordance with the books and records of Advaxis. Except as set forth in Section C of the Advaxis Disclosure Letter, since June 30, 2004:

(i) There has at no time been a material adverse change in the financial condition, results of operations, business, properties, assets, liabilities, or future prospects of Advaxis.

(ii) Advaxis has not authorized, declared, paid, or effected any dividend or liquidating or other distribution in respect of its capital stock or any direct or indirect redemption, puchase, or other acquisition of any stock of Advaxis (other than the pay-in-kind dividend to holders of Series A Preferred Stock as of August 15, 2004).

(iii) The operations and businesses of Advaxis have been conducted in all respects only in the ordinary course, except for the transactions contemplated hereby and in connection herewith.

(iv) There has been no accepted purchase order or quotation, arrangement, or understanding for future sale of the products or services of Advaxis that Advaxis expects will not be profitable.

(v) Advaxis has not suffered an extraordinary loss (whether or not covered by insurance) or waived any right of substantial value.

There is no fact known to Advaxis which materially adversely affects or in the future (as far as Advaxis can reasonably foresee) may materially adversely affect the financial condition, results of operations, business, properties, assets, liabilities, or future prospects of Advaxis; provided, however, that Advaxis expresses no opinion as to political or economic matters of general applicability. Advaxis has made known, or caused to be made known, to the accountants or auditors who have prepared, reviewed, or audited the aforementioned consolidated financial statements all material facts and circumstances which could affect the preparation, presentation, accuracy or completeness thereof. The statement of operations of Advaxis for the year ended December 31, 2003 shall be audited in accordance with GAAP in the United States consistently applied throughout the periods involved.

(d) Tax and Other Liabilities. Advaxis does not have any material liability of any nature, accrued or contingent, including, without limitation, liabilities for Taxes, and liabilities to customers or suppliers, other than the following:

(i) Liabilities for which full provision has been made on the balance sheet and the notes thereto, if any (the "Last Advaxis Balance Sheet") as of June 30, 2004 (the "Last Advaxis Balance Sheet Date") referred to in Section 2.02(c); and

(ii) Other liabilities arising since the Last Advaxis Balance Sheet Date and prior to the Closing Date in the ordinary course of business (which shall not include liabilities to customers on account of defective products or services) or in connection with the transactions contemplated hereby or in connection herewith which are not inconsistent with the representations and warranties of Advaxis or any other provision of this Agreement.

Without limiting the generality of the foregoing, the amounts set up as provisions for Taxes on the Last Advaxis Balance Sheet are sufficient for all accrued and unpaid Taxes of Advaxis, whether or not due and payable and whether or not disputed, under tax laws, as in effect on the Last Advaxis Balance Sheet Date or now in effect, for the period ended on such date and for all fiscal periods prior thereto. The execution, delivery, and performance of this Agreement by Advaxis will not cause any Taxes to be payable other than by the stockholders of Advaxis or cause any lien, charge, or encumbrance to secure any Taxes to be created either immediately or upon the nonpayment of any Taxes other

than on the properties or assets of the stockholders of Advaxis. Advaxis has filed all federal, state, local, and foreign tax returns required to be filed by it; has delivered to the GXPT a true and correct copy of each such return which was filed since incorporation; has paid (or has established on the Last Advaxis Balance Sheet a reserve for) all Taxes, assessments, and other governmental charges payable or remittable by it or levied upon it or its properties, assets, income, or franchises which are due and payable; and has delivered to the GXPT a true and correct copy of any report as to adjustments received by it from any taxing authority since incorporation and a statement as to any litigation, governmental or other proceeding (formal or informal), or investigation pending, threatened, or in prospect with respect to any such report or the subject matter of such report.

(e) Litigation and Claims. There is no litigation, arbitration, claim, governmental or other proceeding (formal or informal), or investigation pending, threatened, or, to the best of Advaxis's knowledge, in prospect (or any basis therefor known to Advaxis), with respect to Advaxis or any of its businesses, properties, or assets. Advaxis is not affected by any present or threatened strike or other labor disturbance nor to the knowledge of Advaxis is any union attempting to represent any employee of Advaxis as collective bargaining agent. Advaxis is not in violation of, or in default with respect to, any law, rule, regulation, order, judgment, or decree which violation or default would have a material adverse effect upon Advaxis; nor is Advaxis required to take any action in order to avoid such violation or default.

(f) Properties.

(i) Advaxis does not own any legal or equitable interest in any real property. Advaxis has good title to all other properties and assets material to Advaxis, used in its business or owned by it (except real and other properties and assets as are held pursuant to leases or licenses described in Section F of the Advaxis Disclosure Letter), free and clear of all liens, mortgages, security interests, pledges, charges, and encumbrances (except such as are listed in Section F of the Advaxis Disclosure Letter).

(ii) All accounts and notes receivable reflected on the Last Advaxis Balance Sheet, or arising since the Last Advaxis Balance Sheet Date, have been collected, or are and will be good and collectible, in each case at the aggregate recorded amounts thereof without right of recourse, defense, deduction, return of goods, counterclaim, offset, or set off on the part of the obligor, and, if not collected, can reasonably be anticipated to be paid within 180 days of the date incurred.

(iii) All production in progress of Advaxis is usable, in current production and marketable, on a normal basis in the existing business of Advaxis.

(iv) Attached as Section F of the Advaxis Disclosure Letter is a true and complete list of the classes of all tangible properties and assets owned by Advaxis or leased or licensed by Advaxis from or to a third party (including inventory but not including Intangibles, as defined in Section 2.02(i)), and with respect to such properties and assets leased or licensed by Advaxis from or to a third party, a description of such lease or license. All such properties and assets (including Intangibles) owned by Advaxis are reflected on the Last Advaxis Balance Sheet (except for acquisitions subsequent to the Last Advaxis Balance Sheet Date and prior to the Closing Date which are set forth in Section F of the Advaxis Disclosure Letter or are approved in writing by GXPT). All real and other tangible properties and assets owned by Advaxis or leased or licensed by Advaxis from or to a third party are in good and usable condition (reasonable wear and tear which is not such as to affect adversely the operation of the business of Advaxis excepted).

(v) To the best of Advaxis's knowledge, no real property owned by Advaxis or leased or licensed by Advaxis from or to a third party lies in an area which is, or will be, subject to zoning, use, or building code restrictions which would prohibit, and, to the best of Advaxis's knowledge, no state of facts relating to the actions or inaction of another person or entity or his or its ownership, leasing, or licensing of any real or personal property exists or will exist which would prevent, the continued effective ownership, leasing, or licensing of such real property in the businesses in which Advaxis is now engaged or the businesses in which it contemplates engaging.

(vi) The properties and assets (including Intangibles) owned by Advaxis (other than those leased or licensed by Advaxis to a third party) or leased or licensed by Advaxis from a third party constitute all such properties and assets which are necessary to the business of Advaxis as presently conducted or as it contemplates conducting.

(vii) Advaxis has not caused or permitted its businesses properties, or assets to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process any Hazardous Substance (as such term is defined in Section 2.01(f)(v)) except in compliance with all applicable laws, rules, regulations, orders, judgments, and decrees, and has not caused or permitted the Release (as such term is defined in Section 2.01(f)(v)) of any Hazardous Substance on or off the site of any property of Advaxis.

(g) Contracts and Other Instruments. Section G of the Advaxis Disclosure Letter contains a true and correct statement of the information required to be contained therein regarding material contracts, agreements, instruments, leases, licenses, arrangements, or understandings with respect to Advaxis. Advaxis has furnished to GXPT: (i) the certificate of incorporation and by-laws of Advaxis (or, in each case, the comparable charter documents, if any, under applicable law) and all amendments thereto, as presently in effect, certified by the Secretary or an authorized signatory of Advaxis and (ii) the following: (A) true and correct copies of all material contracts, agreements, and instruments referred to in Section G of the Advaxis Disclosure Letter; (B) true and correct copies of all material leases and licenses referred to in Section G of the Advaxis Disclosure Letter; and (C) true and correct written descriptions of all material supply, distribution, agency, financing, or other arrangements or understandings referred to in Section G of the Advaxis Disclosure Letter. Except as set forth in Section G of the Advaxis Disclosure Letter, Advaxis is not party to any employment agreement with any employee thereof. Except as set forth in Section G of the Advaxis Disclosure Letter, to the best of Advaxis's knowledge, none of Advaxis or any other party to any such contract, agreement, instrument, lease, or license is now or expects in the future to be in violation or breach of, or in default with respect to complying with, any term thereof, and each such material contract, agreement, instrument, lease, or license is in full force and is (to the best of Advaxis's knowledge in the case of third parties)

the legal, valid, and binding obligation of the parties thereto and (subject to applicable bankruptcy, insolvency, and other laws affecting the enforceability of creditors' rights generally) is enforceable as to them in accordance with its terms. Each such material supply, distribution, agency, financing, or other arrangement or understanding is a valid and continuing arrangement or understanding; none of Advaxis or any other party to any such arrangement or understanding has given notice of termination or taken any action inconsistent with the continuance of such arrangement or understanding; and the execution, delivery, and performance of this Agreement will not prejudice any such arrangement or understanding in any way. Except as set forth in Section G of the Advaxis Disclosure Letter, Advaxis enjoys peaceful and undisturbed possession under all leases and licenses under which it is operating. Advaxis is not party to or bound by any contract, agreement, instrument, lease, license, arrangement, or understanding, or subject to any charter or other restriction, which has had or, to the best of Advaxis's knowledge, may in the future have a material adverse effect on the financial condition, results of operations, businesses, properties, assets, liabilities, or future prospects of Advaxis and, following the consummation of the transactions contemplated hereby, GXPT. Advaxis has not engaged within the last five years in, is engaging in, or intends to engage in any transaction with, or has had within the last five years, now has, or intends to have any contract, agreement, instrument, lease, license, arrangement, or understanding with, any stockholder of Advaxis, any director, officer, or employee of Advaxis (except for employment agreements listed in Section G of the Advaxis Disclosure Letter and employment and compensation arrangements described in Section G of the Advaxis Disclosure Letter), any relative or affiliate of any stockholder of Advaxis, any such director, officer, or employee, or any other corporation or enterprise in which any stockholder of Advaxis, any such director, officer, or employee, or any such relative or affiliate then had or now has a 5% or greater equity or voting or other substantial interest, other than those listed and so specified in Section G of the Advaxis Disclosure Letter. The stock ledgers and stock transfer books and the minute book records of Advaxis relating to all issuances and transfers of stock by Advaxis and all proceedings of the stockholders and the Board of Directors and committees thereof of Advaxis since its incorporation made available to GXPT are the original stock ledgers and stock transfer books and minute book records of Advaxis or exact copies thereof. Advaxis is not in violation or breach of, or in default with respect to, any term of its certificate of incorporation or by-laws (or the comparable charter document, if any, under applicable law).

(h) Employees.

(i) Advaxis does not have, or contribute to, any pension, profit-sharing, option, other incentive plan, or any other type of Employee Benefit Plan or has any obligation to or customary arrangement with employees for bonuses, incentive compensation, vacations, severance pay, sick pay, sick leave, insurance, service award, relocation, disability, tuition refund, or other benefits, whether oral or written, except as set forth in Section H of the Advaxis Disclosure Letter. Advaxis has furnished to GXPT true and correct copies, of all documents evidencing plans, obligations, or arrangements referred to in Section H of the Advaxis Disclosure Letter (or true and correct written summaries of such plans, obligations, or arrangements to the extent not evidenced by documents) and true and correct copies, so initialed, of all documents evidencing trusts, summary plan descriptions, and any other summaries or descriptions relating to any such plans.

(ii) Section H of the Advaxis Disclosure Letter contains a true and correct statement of the names, relationship with Advaxis, present rates of compensation (whether in the form of salary, bonuses, commissions, or other supplemental compensation now or hereafter payable), and aggregate compensation for the fiscal year ended December 31, 2003 of (A) each director, officer, or other employee of Advaxis whose aggregate compensation for the fiscal year ended December 31, 2003 exceeded US$25,000 or whose aggregate compensation presently exceeds the rate of US$25,000 per annum and (B) all sales agents, dealers, or distributors of Advaxis. Since December 31, 2003, Advaxis has not changed the rate of compensation of any of its directors, officers, employees, agents, dealers, or distributors, nor has any Employee Benefit Plan or program of Advaxis been instituted or amended to increase benefits thereunder.

(i) Patents, Trademarks, Et Cetera. Advaxis does not own or have pending, and is not licensed or otherwise permitted to use, any material Intangible, other than as described in Section I of the Advaxis Disclosure Letter. Except as set forth in Section I of the Advaxis Disclosure Letter, each Intangible is validly issued and is currently in force and uncontested in all jurisdictions in which it is used or in which such use is contemplated. Section I of the Advaxis Disclosure Letter contains a true and correct listing of: (i) all Intangibles which are owned (either in whole or in part), used by, or licensed to Advaxis or which otherwise relate to the businesses of Advaxis, and a description of each such Intangible which identifies its owner, registrant, or applicant; (ii) all contracts, agreements, instruments, leases, and licenses and identification of all parties thereto under which Advaxis owns or uses any Intangible (whether or not under license from third parties), together with the identification of the owner, registrant, or applicant of each such Intangible; (iii) all contracts, agreements, instruments, leases, and licenses and identification of all parties thereto under which Advaxis grants the right to use any Intangible; and (iv) all validity, infringement, right-to-use, or other opinions of counsel (whether in-house or outside) which concern the validity, infringement, or enforceability of any Intangible owned or controlled by a party other than Advaxis which relates to the businesses, properties, or assets of Advaxis. Except as specified in Section I of the Advaxis Disclosure Letter: (i) Advaxis is the sole and exclusive owner or licensee of, and (other than those licensed by Advaxis to a third party) has the right to use, all Intangibles; (ii) no Intangible is subject to any order, judgment, decree, contract, agreement, instrument, lease, or license restricting the scope of the use thereof; (iii) during the last five years, Advaxis has not been charged with, and has not charged others with, unfair competition, infringement of any Intangible, or wrongful use of confidential information, trade secrets, or secret processes; and (iv) Advaxis is not using any patentable invention, confidential information, trade secret, or secret process of others. There is no right under any Intangible necessary to the businesses of Advaxis as presently conducted or as it contemplates conducting, except such as are so designated in Section I of the Advaxis Disclosure Letter. Except as set forth in Section I of the Advaxis Disclosure Letter, Advaxis has not infringed, is not infringing, and has not received notice of infringement in respect of the Intangibles or asserted Intangibles of others, nor has Advaxis been advised by counsel or others that it is infringing or may infringe the Intangibles or asserted Intangibles of others if any currently contemplated business activity is effectuated. To the knowledge of Advaxis, there is no infringement by others of Intangibles of Advaxis. To the knowledge of Advaxis, there is no Intangible or asserted Intangible of others that may materially adversely affect the financial condition, results of operations, businesses, properties, assets, liabilities, or future prospects of

Advaxis. All contracts, agreements, instruments, leases, and licenses pertaining to Intangibles to which Advaxis is a party, or to which any of its businesses, properties, or assets are subject, are in compliance with all laws, rules, regulations, orders, judgments, and decrees binding on Advaxis or to which any of its businesses, properties, or assets are subject. Except as set forth in Section I of the Advaxis Disclosure Letter, there is no trademark, tradename or service mark used by Advaxis to identify, respectively, its products, businesses, or services. Except as set forth in Section I of the Advaxis Disclosure Letter, none of the Advaxis Shareholders, any director, officer, or employee of Advaxis, any relative or affiliate of any Advaxis Shareholder or any such director, officer, or employee, nor any other corporation or enterprise in which the Advaxis Shareholder, any such director, officer, or employee, or any such relative or affiliate had or now has a 5% or greater equity or voting or other substantial interest, possesses any Intangible which relates to the businesses of Advaxis.

(j) Questionable Payments. Neither Advaxis, nor any director, officer, agent, employee, or other person associated with, or acting on behalf of, Advaxis, nor the Advaxis Shareholder, has, directly or indirectly: used any corporate funds for unlawful contributions, gifts, entertainment, or other unlawful expenses relating to political activity; made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns from corporate funds; violated any provision of the Foreign Corrupt Practices Act of 1977, as amended; or made any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment.

(k) Authority. Advaxis has all requisite power and authority to execute, deliver, and perform this Agreement. All necessary corporate proceedings of Advaxis have been duly taken to authorize the execution, delivery, and performance of this Agreement by Advaxis. This Agreement has been duly authorized, executed, and delivered by Advaxis, constitutes the legal, valid, and binding obligation of Advaxis, and is enforceable as to Advaxis in accordance with its terms. Except as otherwise set forth in this Agreement, no consent, authorization, approval, order, license, certificate, or permit of or from, or declaration or filing with, any federal, state, local, or other governmental authority or any court or other tribunal is required by Advaxis for the execution, delivery, or performance of this Agreement by Advaxis. No consent of any party to any material contract, agreement, instrument, lease, license, arrangement, or understanding to which Advaxis is a party, or to which its or any of its businesses, properties, or assets are subject, is required for the execution, delivery, or performance of this Agreement (except such consents referred to in Section K of the Advaxis Disclosure Letter); and the execution, delivery, and performance of this Agreement will not (if the consents referred to in Section K of the Advaxis Disclosure Letter are obtained prior to the Closing) violate, result in a breach of, conflict with, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or call a default under, entitle any party to receive rights or privileges that such party was not entitled to receive immediately before this Agreement was executed under, or create any obligation on the part of Advaxis or GXPT to which it was not subject immediately before this Agreement was executed under, any term of any such material contract, agreement, instrument, lease, license, arrangement, or understanding, or violate or result in a breach of any term of the certificate of incorporation or by-laws of Advaxis (or the comparable charter documents, if any, under applicable law), or (if the provisions of this Agreement are satisfied) violate, result in a breach of, or conflict with any law, rule, regulation, order, judgment, or decree binding on Advaxis or to which any of its businesses, properties, or assets are subject. Except as set forth in Section K of the Advaxis Disclosure Letter, neither Advaxis nor any of its officers, directors, employees, or agents has employed any broker or finder or incurred any liability for any fee, commission, or other compensation payable by any person on account of alleged employment as a broker or finder, or alleged performance of services as a broker or finder, in connection with or as a result of this Agreement or the other transactions contemplated hereby and in connection herewith.

(l) Insurance. All policies of fire and other insurance against casualty and other losses and public liability insurance carried by Advaxis are described in Section L of the Advaxis Disclosure Letter (including the risks covered and limits of such policies) and are in full force and effect. A full and complete copy of each such insurance policy has been provided to GXPT, and such policies are summarized in Section L of the Advaxis Disclosure Letter. All premiums in respect of such policies for which premium notices have been received have been paid in full as the same become due and payable. Advaxis have not failed to give any notice or present any claim under any insurance policy in due and timely fashion. There are no actual claims or claims threatened in writing against Advaxis which could come within the scope of such coverage nor are any such policies currently threatened with cancellation. There are no outstanding requirements or recommendations by any insurance company that issued a policy with respect to any of the respective assets, the businesses, or operations of Advaxis or by any Board of Fire Underwriters or other body exercising similar functions or by any governmental authority requiring or recommending any repairs or other work to be done on, or with respect to, any of the respective assets of Advaxis or requiring or recommending any equipment or facilities to be installed on any premises from which the respective businesses of Advaxis is conducted or in connection with any of the respective assets thereof. Advaxis does not have any knowledge of any material proposed increase in applicable insurance rates or of any conditions or circumstances applicable to the respective businesses thereof that might result in such increases. No such policy is terminable by virtue of the transactions contemplated by this Agreement.

(m) Business Conducted in No Other Name. All business of Advaxis has been conducted in its and for their benefit and there are no parties related or affiliated with Advaxis, either directly or indirectly, which are competing for the business of Advaxis.

(n) Customers and Suppliers. There has been no termination or cancellation of any relationship between Advaxis and any material supplier, or any customer or group of customers which, individually or in the aggregate, represented more than five (5%) percent of the gross revenues of Advaxis taken as a whole during the year ended December 31, 2003, nor is there any reason to believe that any such terminations or cancellations of such magnitudes are pending or threatened.

(o) Completeness of Disclosure. No representation or warranty by Advaxis in this Agreement contains, or at the Closing Date will contain, an untrue statement of material fact or omits or at the Closing Date will omit to state a material fact required to be stated therein or necessary to make the statements made not misleading.

(p) Compliance with Law and Government Regulations. Advaxis is in compliance in all material respects with, and is not in violation of, applicable local or foreign statutes, laws and regulations (including without limitation, any applicable building, zoning or other law, ordinance or regulation) affecting its properties or the operation of its business. Advaxis is not subject to any order, decree, judgment or other sanction of any court, administrative agency or other tribunal.

SECTION 2.03 REPRESENTATIONS AND WARRANTIES OF THE ADVAXIS SHAREHOLDERS. The Advaxis Shareholders, severally and not jointly, hereby represent and warrant to, and agree with, GXPT as follows:

(a) Representations and Warranties of Advaxis. Those Advaxis Shareholders who are also employees and members of the management of Advaxis (and no other Advaxis Shareholder) represent and warrant that the representations and warranties of Advaxis set forth in Section 2.02 hereof are true and correct in all material respects. Nothing has come to the attention of such Advaxis Shareholders that would lead such Advaxis Shareholders to believe that any representation or warranty of Advaxis set forth on Section 2.02 hereof is untrue or incorrect in any material respect.

(b) Authority. Each of the Advaxis Shareholders has approved this Agreement and, if an entity, has duly authorized the execution and delivery hereof. Each Advaxis Shareholder has full power and authority to execute, deliver, and perform this Agreement and the transactions contemplated hereby and in connection herewith. Each Advaxis Shareholder who is an individual has reached the age of majority under applicable law.

(c) Ownership of Shares. Each of the Advaxis Shareholders owns beneficially the shares of Advaxis Capital Stock set forth opposite such Advaxis Shareholder's name on Schedule A. Each Advaxis Shareholder has full power and authority to transfer his, her or its shares of Advaxis Capital Stock to GXPT under, pursuant to, and in accordance with, this Agreement, and to the knowledge of such Advaxis Shareholder, such shares are free and clear of any liens, charges, mortgages, pledges or encumbrances and such shares are not subject to any claims as to the ownership thereof, or any rights, powers or interest therein, by any third party and are not subject to any preemptive or similar rights of stockholders.

(d) Investment Representations and Covenants.

(i) Each Advaxis Shareholder represents that such Advaxis Shareholder is acquiring the Purchase Shares to be issued pursuant to Section 1.02(a) hereof for his, her or its own account and for investment only and not with a view to distribution or resale thereof within the meaning of such phrase as defined under the Securities Act. The Advaxis Shareholders shall not dispose of any part or all of such Purchase Shares in violation of the provisions of the Securities Act and the rules and regulations promulgated under the Securities Act by the SEC and all applicable provisions of state securities laws and regulations.

(ii) Each Advaxis Shareholder acknowledges that the certificate or certificates representing such Advaxis Shareholder's Purchase Shares shall bear a legend in substantially the form set forth in Section 1.02(c) hereof.

(iii) Each Advaxis Shareholder acknowledges being informed that the Purchase Shares to be issued pursuant to Section 1.02(a) hereof shall be unregistered, shall be "restricted securities" as defined in paragraph (a) of Rule 144 under the Securities Act, and must be held indefinitely unless (a) they are subsequently registered under the Securities Act, or (b) an exemption from such registration is available.

(iv) Each Advaxis Shareholder acknowledges that such Advaxis Shareholder has been afforded access to all material information which such Advaxis Shareholder has requested relevant to such Advaxis Shareholder's decision to acquire the Purchase Shares and to ask questions of GXPT's management and that, except as set forth herein, neither GXPT nor anyone acting on behalf of GXPT has made any representations or warranties to such Advaxis Shareholder which have induced, persuaded, or stimulated such Advaxis Shareholder to acquire such Purchase Shares. Each Advaxis Shareholder shall deliver to GXPT a completed investor representation letter in the form attached hereto as Exhibit X.

(v) Either alone, or together with his, her or its investment advisor(s), each Advaxis Shareholder has the knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of the prospective investment in the Purchase Shares, and each Advaxis Shareholder is and will be able to bear the economic risk of the investment in such Purchase Shares.

ARTICLE III

COVENANTS

SECTION 3.01 COVENANTS OF GXPT. GXPT covenants and agrees that, after the date hereof and through the earlier of the Closing or the date of the termination of this Agreement pursuant to Article IV hereof (the earlier of such times, the "Release Time"), unless Advaxis will otherwise approve in writing, which approval will not be unreasonably withheld:

(a) (i) Until the Release Time, no dividend or liquidating or other distribution or stock split shall be authorized, declared, paid, or effected by GXPT in respect of the outstanding shares of GXPT Common Stock other than the 1 for 200 reverse stock split referenced in 3.01(l) below.

(ii) Until the Release Time, no share of capital stock of GXPT or warrant for any such share, right to subscribe to or purchase any such share, or security convertible into, or exchangeable or exercisable for, any such share, shall be issued or sold by GXPT other than the Offering.

(b) Until the Release Time, GXPT will afford the officers, directors, employees, counsel, agents, investment bankers, accountants, and other representatives of Advaxis and the Advaxis Shareholders free and full access to the plants, properties, books, and records of GXPT. GXPT will permit them to make extracts from and copies of such books and records, and will from time to time furnish Advaxis and the Advaxis Shareholders with such additional financial and operating data and other information as to the financial condition, results of operations, businesses, properties, assets, liabilities, or future prospects of GXPT as Advaxis or the Advaxis Shareholders from time to time may request. Until the Release Time, GXPT will cause the independent certified public accountants of GXPT to make available to Advaxis, its independent certified public accountants, and the Advaxis Shareholders, the work papers relating to the audits of GXPT referred to in Section 2.01(c) of this Agreement.

(c) Until the Release Time, GXPT will conduct its affairs so that on the Closing Date no representation or warranty of GXPT will be inaccurate, no covenant or agreement of GXPT will be breached, and no condition in this Agreement will remain unfulfilled by reason of the actions or omissions of GXPT. Except as otherwise consented to by Advaxis in writing, until the Release Time, GXPT will conduct its affairs in all respects only in the ordinary course.

(d) Until the Release Time, GXPT will immediately advise Advaxis and the Advaxis Shareholders in a detailed written notice of any material fact or occurrence or any pending or threatened material occurrence of which it obtains knowledge and which (if existing and known at the date of the execution of this Agreement) would have been required to be set forth or disclosed in or pursuant to this Agreement or in the GXPT Disclosure Letter, which (if existing and known at any time prior to or at the Closing) would make the performance by any party of a covenant contained in this Agreement impossible or make such performance materially more difficult than in the absence of such fact or occurrence, or which (if existing and known at the time of the Closing) would cause a condition to any party's obligations under this Agreement not to be fully satisfied.

(e) GXPT shall insure that all confidential information which GXPT or any of its officers, directors, employees, counsel, agents, investment bankers, or accountants may now possess or may hereafter create or obtain relating to the financial condition, results of operations, businesses, properties, assets, liabilities, or future prospects of Advaxis, any affiliate of Advaxis, or any customer or supplier of Advaxis or any such affiliate shall not be published, disclosed, or made accessible by any of them to any other person or entity without the prior written consent of Advaxis; provided, however, that the restrictions of this sentence shall not apply (i) as may otherwise be required by law, (ii) as may be necessary or appropriate in connection with the enforcement of this Agreement, or (iii) to the extent the information shall have otherwise become publicly available. GXPT shall, and shall cause all other such persons and entities to, deliver to Advaxis all tangible evidence of the confidential information relating to Advaxis, any affiliate of Advaxis, or (insofar as such confidential information was provided by, or on behalf of, Advaxis, or any such affiliate of Advaxis) any customer or supplier of any of them or any such affiliate to which the restrictions of the foregoing sentence apply immediately after the termination of this Agreement pursuant to Article IV or V hereof.

(f) Before GXPT releases any information concerning this Agreement or any of the other transactions contemplated hereby or in connection herewith which is intended for or may result in public dissemination thereof, GXPT shall cooperate with Advaxis, shall furnish drafts of all documents or proposed oral statements to Advaxis for comment, and shall not release any such information without the written consent of Advaxis. Nothing contained herein shall prevent GXPT from releasing any information if required to do so by law.

(g) GXPT shall not make any agreement or reach any understanding not approved in writing by Advaxis as a condition for obtaining any consent, authorization, approval, order, license, certificate, or permit required for the consummation of the transactions contemplated by this Agreement.

(h) GXPT shall promptly prepare all required by law or, in the reasonable opinion of the parties hereto, appropriate public disclosures and regulatory filings, if any are legally required, relating to this Agreement and the transactions contemplated hereby and in connection herewith. GXPT shall furnish or cause to be furnished, for inclusion in such public disclosures and regulatory filings, such information about GXPT, and GXPT's security holders as may be required or as may be reasonably requested by Advaxis, and shall continue to furnish or cause to be furnished such information as is necessary to keep such information correct and complete in all material respects until the Release Time. GXPT represents and warrants that the information that it has furnished to date, taken as a whole, does not now, and will not at any time prior to the Release Time, (i) contain an untrue statement of a material fact or (ii) omit to state a material fact required to be stated therein or necessary to make the statements therein not false or misleading. GXPT shall take any action required to be taken by it under state "blue-sky," securities, or take-over laws in connection with the issuance of GXPT Common Stock pursuant to the transactions contemplated hereby and in connection herewith. The filings made by GXPT within the past five years with the SEC were, if filed under the Exchange Act, prepared in accordance with the then existing requirements of the Exchange Act and the rules and regulations thereunder and, if filed under the Securities Act, prepared in accordance with the then existing requirements of the Securities Act and the rules and regulations thereunder. Such filings when filed, and the press releases and other public statements GXPT has made subsequent to the last such filing when considered together with such filings, did not at the time of filing or issuance of the press releases or other public statements, as the case may be, and (with respect to the press releases and other public statements, when considered together with such filings) do not now (i) contain an untrue statement of a material fact or (ii) omit to state a material fact required to be stated therein or necessary to make the statements therein not false or misleading.

(i) If, prior to the Release Time, GXPT Common Stock shall be recapitalized or reclassified or GXPT shall effect any stock dividend, stock split, or reverse stock split of GXPT Common Stock, other than the contemplated 1 for 200 reverse stock split, then the shares of GXPT Common Stock to be delivered under this Agreement or upon exercise, conversion, or exchange of any security to be delivered under this Agreement or assumed by GXPT as contemplated by this Agreement shall be appropriately and equitably adjusted to the kind and amount of shares of stock and other securities and property to which the holders of such shares of GXPT Common Stock or such other security would have been entitled to receive had such stock or such other security been issued and outstanding as of the record date for determining stockholders entitled to participate in such corporate event.

(j) GXPT shall timely prepare and file any declaration or filing necessary to comply with any transfer tax statutes that require any such filing before the Closing.

(k) Until the Release Time, GXPT shall not, and shall not authorize or permit any officer, director, employee, counsel, agent, investment banker, accountant, or other representative of GXPT, directly or indirectly, to contemplate or enter into any transaction the effect of which may be to prohibit, restrict, or delay the consummation of the transactions contemplated by this Agreement or impair the contemplated benefits to GXPT's stockholders of the transactions contemplated by this Agreement.

(l) Effective at the Closing, GXPT shall cause its certificate of incorporation to be amended to (i) cause the corporate name thereof to be changed to "Advaxis Inc.", (ii) have a 1 for 200 reverse stock split and (iii) authorize the number of shares of GXPT Common Stock to be at least 50,000,000 shares.

(m) Effective at the Closing, each officer of GXPT shall tender his or her respective resignation and each member of the Board of Directors of GXPT shall tender his or her respective resignation therefrom and GXPT shall appoint the following individuals as the sole directors of GXPT: Roni Appel, J. Todd Derbin, Scott Flamm, Thomas McKearn and Steve Roth.

(n) On or prior to the Closing Date, GXPT shall deliver to Advaxis and the Advaxis Shareholders the completed GXPT Disclosure Letter, which letter shall be correct and complete in all material respects.

(o) On or prior to the Closing Date, the Board of Directors and shareholders of GXPT shall (i) adopt the 2004 Stock Option Plan (the "Plan"), substantially in the form attached hereto as Exhibit C and (ii) reserve 2,381,525 shares of GXPT Common Stock for issuance under the Plan, to be effective upon Closing.

(p) On the Closing Date, 752,600 new shares of GXPT Common Stock shall be issued and delivered in certificated form to, or to the order of, Sunrise Securities Corp. and/or their respective designees.

(q) Prior to the Closing Date, the Board of Directors and shareholders of GXPT shall have authorized and approved the execution and delivery of this Agreement and all transactions contemplated hereby, including without limitation the 1 for 200 reverse stock split.

SECTION 3.02 COVENANTS OF ADVAXIS. Advaxis covenants and agrees that, after the date hereof and through the Release Time, unless GXPT will otherwise approve in writing, which approval will not be unreasonably withheld:

(a) Until the Release Time, no amendment will be made in the certificate of incorporation or by-laws (or, in each case, the comparable charter documents, if any, under applicable law) of Advaxis.

(b) Until the Release Time, no share of Advaxis Capital Stock, option or warrant for any such share, right to subscribe to or purchase any such share, or security convertible into, or exchangeable or exercisable for, any such share, shall be issued or sold by Advaxis, other than the issuance of convertible promissory notes and the issuance of warrants related thereto (which convertible promissory notes and warrants shall be exchanged for Units on the same terms as the Advaxis Notes), or otherwise than as contemplated by, or in connection with, this Agreement. Such subscribers or purchasers will be required to comply with all of the securities transaction exemption requirements imposed on the Advaxis Shareholders under this Agreement.

(c) Until the Release Time, no dividend or liquidating or other distribution or stock split shall be authorized, declared, paid, or effected by Advaxis in respect of the outstanding shares of Advaxis Capital Stock other than in-kind dividends payable to holders of Advaxis Series A Preferred Stock of Advaxis, as more fully described in Section C of the Advaxis Disclosure Letter. Until the Release Time, no direct or indirect redemption, purchase, or other acquisition shall be made by Advaxis of shares of Advaxis Capital Stock.

(d) Until the Release Time, except in the ordinary course of its business, Advaxis shall not borrow money, guarantee the borrowing of money, engage in any transaction, or enter into any material agreement other than in connection with the transactions contemplated hereby or in connection herewith or otherwise pursuant to any currently outstanding credit line of Advaxis, or with respect to any agreements or modifications to agreements with the University of Pennsylvania, or with respect to the incurrence of indebtedness pursuant to the issuance of convertible promissory notes and the issuance of warrants related thereto (which convertible promissory notes and warrants shall be exchanged for Units on the same terms as the Advaxis Notes). For purposes of this Agreement, references to "material", as well as correlative terms (e.g., materially, materiality, etc.), shall be deemed to refer to amounts of US$50,000 or more or effects or consequences of US$50,000 or more.

(e) Until the Release Time, Advaxis will afford the officers, directors, employees, counsel, agents, investment bankers, accountants, and other representatives of GXPT and lenders, investors, and prospective lenders and investors free and full access to the plants, properties, books, and records of Advaxis, will permit them to make extracts from and copies of such books and records, and will from time to time furnish GXPT with such additional financial and operating data and other information as to the financial condition, results of operations, businesses, properties, assets, liabilities, or future prospects of Advaxis as GXPT from time to time may request. Until the Release Time, Advaxis will cause the independent certified public accountants of Advaxis to make available to GXPT and its independent certified public accountants the work papers relating to the audits of Advaxis referred to in Section 2.02(c) of this Agreement.

(f) Until the Release Time, Advaxis will conduct its affairs so that at the Closing, no representation or warranty of Advaxis will be inaccurate in any material respect, no covenant or agreement of Advaxis will be breached, and no condition in this Agreement will remain unfulfilled by reason of the actions or omissions of Advaxis. Except as otherwise consented to by GXPT in writing, until the Release Time, Advaxis will use its best efforts to preserve the business operations of Advaxis intact, to keep available the services of its present personnel, to preserve in full force and effect the contracts, agreements, instruments, leases, licenses, arrangements, and understandings of Advaxis, and to preserve the good will of its suppliers, customers, and others having business relations with any of them. Until the Release Time, Advaxis will conduct its affairs in all respects only in the ordinary course, other than in connection with the matters referenced herein.

(g) Until the Release Time, Advaxis will immediately advise GXPT and the Advaxis Shareholders in a detailed written notice of any material fact or occurrence or any pending or threatened material occurrence of which it obtains knowledge and which (if existing and known at the date of the execution of this Agreement) would have been required to be set forth or disclosed in or pursuant to this Agreement or the Advaxis Disclosure Letter, which (if existing and known at any time prior to or at the Closing) would make the performance by any party of a covenant contained in this Agreement impossible or make such performance materially more difficult than in the absence of such fact or occurrence, or which (if existing and known at the time of the Closing) would cause a condition to any party's obligations under this Agreement not to be fully satisfied.

(h) Advaxis shall use its commercially reasonable efforts to insure that all confidential information which Advaxis or any of its respective officers, directors, employees, counsel, agents, investment bankers, or accountants may now possess or may hereafter create or obtain relating to the financial condition, results of operations, businesses, properties, assets, liabilities, or future prospects of GXPT, any affiliate thereof, or any customer or supplier thereof or of any such affiliate shall not be published, disclosed, or made accessible by any of them to any other person or entity at any time or used by any of them except in the ordinary course of business and for the benefit of Advaxis; provided, however, that the restrictions of this sentence shall not apply (A) after this Agreement is terminated pursuant to Article IV or V hereof or otherwise, (B) as may otherwise be required by law, (C) as may be necessary or appropriate in connection with the enforcement of this Agreement, or (D) to the extent the information shall have otherwise become publicly available.

(i) Before Advaxis releases any information concerning this Agreement or any of the transactions contemplated by this Agreement which is intended for, or may result in, public dissemination thereof, Advaxis shall cooperate with GXPT, shall furnish drafts of all documents or proposed oral statements to GXPT for comment, and shall not release any such information without the written consent of GXPT, which consent shall not be unreasonably withheld. Nothing contained herein shall prevent Advaxis from releasing any information if required to do so by law or in connection with the Offering.

(j) Advaxis shall not make any agreement or reach any understanding not approved in writing by GXPT as a condition for obtaining any consent, authorization, approval, order, license, certificate, or permit required for the consummation of the transactions contemplated by this Agreement.

(k) Advaxis shall furnish, or cause to be furnished, for inclusion in the public disclosures or regulatory filings of GXPT or otherwise or for inclusion in GXPT's filings under state "blue-sky," securities, or take-over laws, such information about Advaxis or the Advaxis Shareholder as may be required or as may be reasonably requested by GXPT, and shall continue to furnish or cause to be furnished such information as is necessary to keep such information correct and complete in all material respect until the Release Time. Advaxis represents and warrants that the information that it has furnished to date, taken as a whole, does not now, and will not at any time prior to the Release Time, (i) contain an untrue statement of a material fact or (ii) omit to state a material fact required to be stated therein or necessary to make the statements therein not false or misleading.

(l) Advaxis shall timely prepare and file any declaration or filing necessary to comply with any transfer tax statutes that require any such filing before the Closing.

(m) On or prior to the Closing Date, Advaxis shall deliver to GXPT the completed Advaxis Disclosure Letter, which letter shall be correct and complete in all material respects.

(n) Prior to the Closing Date, the Board of Directors and shareholders of Advaxis shall have authorized and approved the execution and delivery of this Agreement and all transactions contemplated hereby.

SECTION 3.03 COVENANTS OF THE ADVAXIS SHAREHOLDERS. The Advaxis Shareholders covenant and agree, severally and not jointly, that, after the date hereof and through the Release Time, unless GXPT will otherwise approve in writing, which approval will not be unreasonably withheld, as follows:

(a) Those Advaxis Shareholders who are employees and members of the management of Advaxis will use best efforts to cause Advaxis to perform each covenant thereof set forth herein on a timely basis.

(b) Until the earlier of the Release Time, no Advaxis Shareholder shall take any action the result of which shall be to cause Advaxis to make any amendment in the certificate of incorporation or by-laws (or, in each case, the comparable charter documents, if any, under applicable law) thereof.

(c) Before any of the Advaxis Shareholders releases any information concerning this Agreement or any of the transactions contemplated by this Agreement which is intended for, or may result in, public dissemination thereof, such Advaxis Shareholder shall cooperate with GXPT, shall furnish drafts of all documents or proposed oral statements to GXPT for comment, and shall not release any such information without the written consent of GXPT, which consent shall not be unreasonably withheld. Nothing contained herein shall prevent the Advaxis Shareholders from releasing any information if required to do so by law or in connection with the Offering.

(d) Each Advaxis Shareholder shall furnish, or cause to be furnished, for inclusion in the public disclosure in connection with the transactions contemplated by this Agreement, or for inclusion in GXPT's filings under state "blue-sky," securities, or take-over laws, such information about the Advaxis Shareholder as may be required under applicable law, and shall continue to furnish or cause to be furnished such information as is necessary to keep such information correct and complete in all material respect until the Release Time. Each Advaxis Shareholder represents and warrants, solely with respect to himself, herself or itself, that the information in writing that he, she or it has furnished to date regarding himself, herself or itself for inclusion in any registration statement or other related public filings with the SEC or in any of GXPT's filings under state securities laws, taken as a whole, does not now, and will not at any time prior to the Release Time, (i) contain an untrue statement of a material fact or (ii) omit to state a material fact required to be stated therein or necessary to make the statements therein not false or misleading.

ARTICLE IV

CONDITIONS; ABANDONMENT AND TERMINATION

SECTION 4.01 RIGHT OF GXPT TO ABANDON. GXPT's Board of Directors shall have the right to abandon or terminate this Agreement if any of the following conditions shall not be true or shall not have occurred, as the case may be, as of the specified date or dates:

(a) All representations and warranties of Advaxis and the Advaxis Shareholders contained in this Agreement shall be accurate when made and, in addition, shall be accurate as of the Closing Date as though such representations and warranties were then made in exactly the same language by Advaxis or the Advaxis Shareholders, as applicable, and regardless of knowledge or lack thereof on the part of Advaxis or the Advaxis Shareholders (as applicable) or changes beyond its control; as of the Closing Date, Advaxis and the Advaxis Shareholders shall have performed and complied with all covenants and agreements and satisfied all conditions required to be performed and complied with by it at or before the Closing Date, respectively, by this Agreement; and GXPT shall have received a certificate executed by the chief executive officer and the chief financial officer of Advaxis and the Advaxis Shareholders, dated the Closing Date, to that effect.

(b) GXPT shall have received at the Closing Date certificates executed by the chief executive officer and the chief financial officer of Advaxis to the effect that they have carefully examined the representations and warranties made by Advaxis herein, as well as the documents delivered to GXPT pursuant hereto, and, to the best of their knowledge, (i) neither such representations and warranties, nor any such document so delivered (A) contains an untrue statement of a material fact or (B) omits to state a material fact required to be stated therein or necessary to make the statements therein not false or misleading, and (ii) since the date hereof, no event with respect to Advaxis or the Advaxis security holder has occurred which should have been set forth in an amendment hereto which has not been set forth in such an amendment.

(c) Advaxis and the Advaxis Shareholders, as applicable, shall have delivered to GXPT at or prior to the Closing Date such other documents (including certificates of officers of Advaxis) as GXPT may reasonably request in order to enable GXPT to determine whether the conditions to their obligations under this Agreement have been met and otherwise to carry out the provisions of this Agreement.

(d) All actions, proceedings, instruments, and documents required by Advaxis and the Advaxis Shareholders to carry out this Agreement or incidental thereto and all other related legal matters shall be subject to the reasonable approval of counsel to GXPT, and Advaxis and the Advaxis Shareholders shall have furnished such counsel such documents as such counsel may have reasonably requested for the purpose of enabling them to pass upon such matters.

(e) At the Closing, there shall not be pending any legal proceeding relating to, or seeking to prohibit or otherwise challenge the consummation of, the transactions contemplated by this Agreement, or to obtain substantial damages with respect thereto.

(f) There shall not have been any action taken, or any law, rule, regulation, order, judgment, or decree proposed, promulgated, enacted, entered, enforced, or deemed applicable to the transactions contemplated by this Agreement by any federal, state, local, or other governmental authority or by any court or other tribunal, including the entry of a preliminary or permanent injunction, which, in the reasonable judgment of GXPT, (i) makes this Agreement or any of the transactions contemplated by this Agreement illegal, results in a delay in the ability of Advaxis or GXPT to consummate the transactions contemplated by this Agreement, (iii) requires the divestiture by GXPT of a material portion of the business of either GXPT or of Advaxis, (iv) imposes material limitations on the ability of GXPT effectively to exercise full rights of ownership of shares of Advaxis including the right to vote such shares on all matters properly presented to the Advaxis Shareholders, or (v) otherwise prohibits, restricts or delays consummation of the transactions contemplated by this Agreement or impairs the contemplated benefits to GXPT of this Agreement or any of the other transactions contemplated by this Agreement.

(g) The parties to this Agreement shall have obtained at or prior to the Closing Date all unconditional written approval to this Agreement and to the execution, delivery, and performance of this Agreement by each of them of relevant governmental authorities, if any, having jurisdiction over GXPT or Advaxis or the subject matter of this Agreement.

(h) The parties to this Agreement shall have obtained at or prior to the Closing Date all consents required for the consummation of the transactions contemplated by this Agreement from any unrelated third party to any contract, agreement, instrument, lease, license, arrangement, or understanding to which any of them is a party, or to which any of them or any of their respective businesses, properties, or assets are subject.

(i) There shall not have been any material adverse change in the condition (financial or otherwise), operations, business, assets, liabilities, earnings or prospects of Advaxis since the date hereof.

(j) GXPT shall conduct a due diligence review of Advaxis, including, without limitation, a review of the Advaxis Disclosure Letter and the documents referenced therein delivered prior to the Closing Date, and shall be reasonably satisfied with the result of such review.

SECTION 4.02 RIGHT OF ADVAXIS AND THE ADVAXIS SHAREHOLDERS TO ABANDON. By the election of the Advaxis Shareholders, or otherwise, Advaxis's Board of Directors shall have the right to abandon or terminate this Agreement if any of the following conditions shall not be true or shall not have occurred, as the case may be, as of the specified date or dates:

(a) All representations and warranties of GXPT contained in this Agreement shall be accurate when made and, in addition, shall be accurate as of the Closing Date as though such representations and warranties were then made in exactly the same language by GXPT and regardless of knowledge or lack thereof on the part of GXPT or changes beyond its control; as of the Closing Date, GXPT shall have performed and complied with all covenants and agreements and satisfied all conditions required to be performed and complied with by them at or before the Closing Date by this Agreement; and Advaxis shall have received certificates executed by the chief executive officer and the chief financial officer of GXPT, dated the Closing Date, to that effect.

(b) Advaxis and the Advaxis Shareholders shall have received at the Closing Date certificates executed by the chief executive officer and the chief financial officer of GXPT as of such date, to the effect that they have carefully examined the representations and warranties made by GXPT made herein, as well as the documents delivered to Advaxis pursuant hereto, and, to the best of their knowledge, (i) neither such representations and warranties, nor any such document so delivered (A) contains an untrue statement of a material fact or (B) omits to state a material fact required to be stated therein or necessary to make the statements therein not false or misleading, (ii) since the date hereof, no event with respect to GXPT has occurred which should have been set forth in an amendment hereto which has not been set forth in such an amendment, (iii) any contract, agreement, instrument, lease or license regarding GXPT required to by filed as an exhibit to any regulatory filing required by the SEC has been filed as an exhibit to or has been incorporated as an exhibit by reference into such regulatory filing and (iv) to the effect of clause (k) of this Section 4.02.

(c) GXPT shall have delivered to Advaxis and the Advaxis Shareholders at or prior to the Closing such other documents (including certificates of officers of GXPT) as Advaxis and the Advaxis Shareholders may reasonably request in order to enable Advaxis and the Advaxis Shareholders to determine whether the conditions to GXPT's obligations under this Agreement have been met and otherwise to carry out the provisions of this Agreement.

(d) All actions, proceedings, instruments, and documents required by GXPT to carry out this Agreement or incidental thereto and all other related legal matters shall be subject to the reasonable approval of counsel to Advaxis and the Advaxis Shareholders, and GXPT shall have furnished such counsel such documents as such counsel may have reasonably requested for the purpose of enabling them to pass upon such matters.

(e) At the Closing Date, there shall not be pending any legal proceeding relating to, or seeking to prohibit or otherwise challenge the consummation of, the transactions contemplated by this Agreement, or to obtain substantial damages with respect thereto.

(f) There shall not have been any action taken, or any law, rule, regulation, order, judgment, or decree proposed, promulgated, enacted, entered, enforced, or deemed applicable to the transactions contemplated by this Agreement by any federal, state, local, or other governmental authority or by any court or other tribunal, including the entry of a preliminary or permanent injunction, which, in the reasonable judgment of Advaxis or the Advaxis Shareholders, (i) makes this Agreement or any of the transactions contemplated by this Agreement illegal, or (ii) results in a delay in the ability of GXPT or Advaxis to consummate any of the transactions contemplated by this Agreement or (iii) otherwise prohibits, restricts or delays consummation of the other transactions contemplated by this Agreement or impairs the contemplated benefits to the Advaxis Shareholders of this Agreement or any of the transactions contemplated by this Agreement.

(g) The parties to this Agreement shall have obtained at or prior to the Closing Date all unconditional written approval to this Agreement and to the execution, delivery, and performance of this Agreement by each of them of relevant governmental authorities, if any, having jurisdiction over GXPT or Advaxis or the subject matter of this Agreement.

(h) At or prior to the Closing Date, GXPT shall have made all filings, and taken all actions, necessary to comply with all reporting requirements under federal and state securities laws (including without limitation, applicable "blue-sky" laws with regard to the issuance of GXPT Common Stock as contemplated by this Agreement) other than the filing of Form D up to 15 days following the Closing. Without limiting the generality of the foregoing, any prescribed periods within which a "blue sky" or securities law administrator may disallow GXPT's notice of reliance on an exemption from such state's requirements, shall have elapsed at or prior to the Closing Date.

(i) The parties to this Agreement shall have obtained at or prior to the Closing Date all consents required for the consummation of the transactions contemplated by this Agreement from any unrelated third party to any contract, agreement, instrument, lease, license, arrangement, or understanding to which any of them is a party, or to which any of them or any of their respective businesses, properties, or assets are subject.

(j) Advaxis shall conduct a due diligence review of GXPT, including, without limitation, a review of the GXPT Disclosure Letter and the documents referenced therein delivered prior to the Closing Date, and same shall be satisfactory in the reasonable opinion of Advaxis.

(k) At the Closing Date, GXPT shall have no assets and no liabilites, determined in accordance with GAAP in effect in the United States applied on a basis consistent with that of the financial statements of GXPT hereinabove referenced.

(l) At or prior to the Closing Date, a minimum investment of at least $1,500,000 shall be placed in escrow with Continental Transfer and Trust Company, the escrow agent, in connection with the Offering.

(m) At or prior to the Closing Date, the officers, directors, and holders of 5% or more of the outstanding GXPT Common Stock immediately prior to such date shall have executed and delivered to Advaxis an agreement mutually acceptable in form and substance to each of such person or entity, on the one hand, and Advaxis, on the other hand, providing for restrictions on resale and a "leak-out" of securities for a 90 day period following the Closing Date.

SECTION 4.03 OPTIONAL ABANDONMENT. In addition to the provisions of Section 4.01 and Section 4.02 above, the transactions contemplated by this Agreement may be abandoned or terminated at or before the Closing notwithstanding adoption and approval of this Agreement and the transactions contemplated hereby by the stockholders of the parties hereto:

(a) by mutual agreement of the Boards of Directors of GXPT and Advaxis;

(b) at the option of GXPT's Board of Directors, if facts exist which render impossible compliance with one or more of the conditions set forth in Section 4.01 and such are not waived by GXPT;

(c) at the option of Advaxis's Board of Directors or by the election of the Advaxis Shareholders if facts exist which render impossible compliance with one or more of the conditions set forth in Section 4.02 and such are not waived by Advaxis; and

(d) at the option of Advaxis's Board of Directors and GXPT's Board of Directors, if the Closing Date shall not have occurred on or before the Initial Closing Date; provided, that if Advaxis pays GXPT $15,000 (such amount is non-refundable) prior to the Initial Closing Date, then the Closing Date shall be extended for an additional forty-five (45) day period.

SECTION 4.04 EFFECT OF ABANDONMENT. If the transactions contemplated by this Agreement are abandoned or terminated as provided for in this Article IV, except for Sections 3.01(e), 3.02(h), 4.01, 4.02 and 4.03, this Agreement shall forthwith become wholly void and of no further force or effect without liability on the part of either party to this Agreement or on the part of any officer, director, controlling person (if any), employee, counsel, agent, or stockholder thereof; provided, however, that nothing in this Section 4.04 shall release GXPT or Advaxis or any officer, director, controlling person (if any), employee, counsel, agent, or stockholder thereof from liability for a willful failure to carry out its respective obligations under this Agreement.

ARTICLE V

MISCELLANEOUS

SECTION 5.01 EXPENSES. Whether or not the transactions contemplated in this Agreement are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, will be paid by the party incurring such expense or as otherwise agreed to herein.

SECTION 5.02 BROKERS AND FINDERS. Except as set forth on Schedule 5.2, each of the parties hereto represents, as to itself, that no agent, broker, investment banker or firm or person is or will be entitled to any broker's or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement, except as may be otherwise set forth herein or by separate document.

SECTION 5.03 NECESSARY ACTIONS. Subject to the terms and conditions herein provided, each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement. In the event at any time after the Closing, any further action is necessary or desirable to carry out the purposes of this Agreement, the proper executive officers and/or directors of GXPT or Advaxis, as the case may be, or the relevant Advaxis Shareholders or Advaxis Shareholders will take all such necessary action.

SECTION 5.04 EXTENSION OF TIME; WAIVERS. At any time prior to the Closing Date:

(a) GXPT may (i) extend the time for the performance of any of the obligations or other acts of Advaxis or any Advaxis Shareholders, (ii) waive any inaccuracies in the representations and warranties of Advaxis or any Advaxis Shareholders or, or contained herein or in any document delivered pursuant hereto by Advaxis or any Advaxis Shareholders, and (iii) waive compliance with any of the agreements or conditions contained herein to be performed by Advaxis or any Advaxis Shareholders. Any agreement on the part of GXPT to any such extension or waiver will be valid only if set forth in an instrument, in writing, signed on behalf of GXPT.

(b) Advaxis and the Advaxis Shareholders (by action of the Advaxis Shareholders), may (i) extend the time for the performance of any of the obligations or other acts of GXPT, (ii) waive any inaccuracies in the representations and warranties of GXPT contained herein or in any document delivered pursuant hereto by GXPT and (iii) waive compliance with any of the agreements or conditions contained herein to be performed by GXPT. Any agreement on the part of Advaxis and to any such extension or waiver will be valid only if set forth in an instrument, in writing, signed on behalf of Advaxis.

SECTION 5.05 NOTICES. Any notice to any party hereto pursuant to this Agreement will be in writing and given by Certified or Registered Mail or by facsimile, addressed as follows:

If to Advaxis:	Advaxis, Inc. 212 Carnegie Center, Suite 206 Princeton, New Jersey 08540 Attention: J. Todd Derbin Fax: (801) 459-3596
If to the Advaxis Shareholders:	At the addresses set forth on the signature page.
With a copy to:	Reitler Brown & Rosenblatt LLC 800 Third Avenue, 21st Floor New York, New York 10022 Attention: Edward G. Reitler, Esq. Fax: (212) 371-5500
If to GXPT:	Great Expectations and Associates, Inc. 4105 East Florida Avenue, Suite 100 Denver, Colorado 80222 (303) 756-5703
With a copy to:	Francona, Joiner, Goodman 4750 Table Mesa Drive Boulder, Colorado 80305 Attention: Gary Joiner, Esq. Fax: 303-494-6309

Additional notices are to be given as to each party, at such other address as should be designated in writing complying as to delivery with the terms of this Section 5.05. All such notices will be effective when received.

SECTION 5.06 PARTIES IN INTEREST. This Agreement will inure to the benefit of and be binding upon the parties hereto and the respective successors and assigns. Nothing in this Agreement is intended to confer, expressly or by implication, upon any other person any rights or remedies under or by reason of this Agreement.

SECTION 5.07 COUNTERPART. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all together will constitute one document. The delivery by facsimile of an executed counterpart of this Agreement will be deemed to be an original and will have the full force and effect of an original executed copy.

SECTION 5.08 SEVERABILITY. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision hereof will not affect the validity or enforceability of any of the other provisions hereof. If any provisions of this Agreement, or the application thereof to any person or any circumstance, is illegal, invalid or unenforceable, (a) a suitable and equitable provision will be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected by such invalidity or unenforceability, nor will such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

SECTION 5.09 HEADINGS. The Article and Section headings are provided herein for convenience of reference only and do not constitute a part of this Agreement and will not be deemed to limit or otherwise affect any of the provisions hereof.

SECTION 5.10 GOVERNING LAW. This Agreement will be deemed to be made in and in all respects will be interpreted, construed and governed by and in accordance with the law of the State of COLORADO, without regard to the conflict of law principles thereof.

SECTION 5.11 SURVIVAL OF REPRESENTATIONS AND WARRANTIES. All terms, conditions, representations and warranties set forth in this Agreement or in any instrument, certificate, opinion, or other writing providing for in it, will survive the Closing and the delivery of the shares of GXPT Common Stock to be issued hereunder at the Closing for a period of two years after Closing, regardless of any investigation made by or on behalf of any of the parties hereto.

SECTION 5.12 ASSIGNABILITY. This Agreement will not be assignable by operation of law or otherwise and any attempted assignment of this Agreement in violation of this subsection will be void ab initio.

SECTION 5.13 AMENDMENT. This Agreement may be amended with the approval of a majority of the Advaxis Shareholders and the boards of directors of each of GXPT and Advaxis at any time. This Agreement may not be amended except by an instrument, in writing, signed on behalf of each of the parties hereto.

SECTION 5.14. AGREEMENT TO INDEMNIFY. (a) To the extent permitted by law, Advaxis agrees to indemnify and hold The Trustees of the University of Pennsylvania harmless from and against all losses, claims, damages, liabilities and obligations of any kind and description ("LOSSES"), including any reasonable attorney fees incurred by The Trustees of the University of Pennsylvania in investigating, defending or settling such Losses arising out of the Offering and matters related thereto other than: (i) Losses arising out of the gross negligence, willful misconduct or misrepresentations of The Trustees of the University of Pennsylvania or (ii) Losses arising out of a decline in the value of the GXPT Common Stock issuable to The Trustees of the University of Pennsylvania. Notwithstanding the foregoing, Advaxis agrees to indemnify and hold The Trustees of the University of Pennsylvania harmless from and against any third party claims or suits against The Trustees of the University of Pennsylvania in connection with a decline in value of the GXPT Common Stock held by such third parties.

(b) To the extent permitted by law, Advaxis agrees to indemnify and hold the officers, directors and principal shareholder of GXPT harmless from and against any and all Losses incurred by GXPT in investigating, defending or settling such Losses arising out of the Offering and matters related thereto other than Losses arising out of the gross negligence, willful misconduct or misrepresentations of GXPT's officers, directors or principal shareholder.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement in a manner legally binding upon them as of the date first above written.

GREAT EXPECTATIONS AND ASSOCIATES, INC.

BY /s/ Fred Mahlke

NAME: Fred Mahlke
TITLE: President

ATTEST:

/s/ Daniel A. Unrein
- ---
NAME: Daniel A. Unrein
TITLE: Secretary

ADVAXIS, INC.

BY /s/ J. Todd Derbin

NAME: J. TODD DERBIN
TITLE: CHIEF EXECUTIVE OFFICER

ATTEST:

/s/ Roni Appel
- ---
NAME: Roni Appel
TITLE: CFO

ADVAXIS SHAREHOLDERS:

TECHVECTORS, LLC

BY: /s/ Roni Appel

NAME: Roni Appel
TITLE:
ADDRESS: c/o Roni Appel
22 Ruth Lane
Demarest, NJ 07627

THE TRUSTEES OF THE
UNIVERSITY OF PENNSYLVANIA

BY: /s/ Louis Berneman

NAME: Louis Berneman
TITLE: Managing Director
ADDRESS: University Of Pennsylvania
Center for Technology
Transfer
3160 Chestnut Street
Suite 200
Philadelphia, PA 19104

CRESTWOOD, LLC

BY: /s/ Ron Nizan

NAME: Ron Nizan
TITLE: Manager
ADDRESS: 109 Boulevard Drive
Danbury, CT 06810

FLAMM FAMILY PARTNERS, LP

BY: /s/ Scott Flamm

NAME: Scott Flamm
TITLE: President
ADDRESS: c/o Scott Flamm
70 West Road
Short Hills, NJ 07078

TRINITA LLC

BY: /s/ Morton Kielland

NAME: Morton Kielland
TITLE: President
ADDRESS: c/o Morten Kielland,
22 Painters Lane,
Chesterbrook, PA 19087

/s/ Yvonne Paterson

YVONNE PATERSON
ADDRESS: 323 Johnson Pavilion
36th St. and Hamilton Walk
Philadelphia, PA 19104-6076

/s/ James Patton

JAMES PATTON
ADDRESS: c/o Millennium Oncology
Management
250 West Lancaster Avenue
Suite 100
Paoli, PA 19301

/s/ Roni Appel

RONI APPEL
ADDRESS: 22 Ruth Lane
Demarest, NJ 07627

/s/ William Kahn

WILLIAM KAHN
ADDRESS: 7903 Long Meadow Road
Baltimore, MD 21208

/s/ Richard Yelovich

RICHARD YELOVICH
ADDRESS: C/O Millennium Oncology
Management
250 West Lancaster Avenue
Suite 100
Paoli, PA 19301

/s/ Charles Kwon

CHARLES KWON
ADDRESS: 834 Monroe Street
Evanston, IL 60202

/s/ Tracy Yun

TRACY YUN
ADDRESS: 90 LaSalle Street
Apt. #13G
New York, NY 10027

/s/ Thomas McKearn

THOMAS MCKEARN
ADDRESS: 6040 Lower Mountain Road
New Hope, PA 18938

SCHEDULE A

NAME	NUMBER OF SHARES*
TechVectors, LLC	7,043,647
The Trustees of the University of Pennsylvania	6,339,282
Yvonne Paterson	704,365
Crestwood, LLC	151,887
Flamm Family Partner, LP	243,019
James Patton	330,785
Roni Appel	121,509
William Kahn	151,517
Trinita LLC	151,289
Richard Yelovich	151,289
Charles Kwon	60,197
Tracy Yun	60,197
Thomas McKearn	88,741

* Numbers reflect the Post-Closing Amounts

TechVectors, LLC, the current shareholder of Advaxis will distribute its shares of Advaxis to its members at Closing. Its member are:

Flamm Family Partners, LP
Roni Appel
James Patton
Open Ventures LLC

SCHEDULE B

POST CLOSING / PRE FINANCING FULLY DILUTED CAPITALIZATION TABLE

NAME:	OPTIONS	WARRANTS	SHARES	TOTAL ON A FULLY DILUTED BASIS
GXPT previous owners			752,600	752,600
Sunrise Securities Corp. and/or its designees			752,600	752,600
Flamm Family Partners, LP*		8,910	2,585,094	2,594,004
Roni Appel*		14,449	2,463,584	2,478,033
James Patton*	56,349	36,551	2,672,860	2,765,760
Open Ventures, LLC*			17,422	17,422
The Trustees of the University of Pennsylvania			6,339,282	6,339,282
Yvonne Paterson	169,048		704,365	873,413
Crestwood, LLC		22,274	151,887	174,161
William Kahn			151,517	151,517
Trinita LLC			151,289	151,289
Richard Yelovich			151,289	151,289
Charles Kwon		8,910	60,147	69,107
Tracy Yun			60,197	60,197
Thomas McKearn	82,763	22,274	88,741	193,778
Marilyn Mendell		31,184		31,184
J. Todd Derbin	1,172,767	73,049		1,245,816
Carmel Ventures, Inc.	70,436	57,913		128,349
Scott Flamm	70,436	31,184		101,620
Jonnas Grossman		8,910		8,910
Kerry Propper		22,274		22,274
Gina Ferarri		8,910		8,910
Adele Pfenninger		4,455		4,455
Gene Mancino		142,555		142,555
Port of technology		46,956		46,956
Fern		8,910		8,910
Cornucopia Pharmaceutical		35,218		35,218
Thorsten Verch	56,348			56,348
Christian Peters	228,919			228,919
Pentegram	35,639			35,639
Joy Cavagnaro	84,524			84,524
Bruce Mackler	52,827			52,827
Madison Keats	28,175			28,175

DNA Bridges	16,200	16,200

Pramod Srivastava	58,110			58,110
Steve Roth	82,763			82,763
Dr. Lorber	58,110			58,110
Carl June	58,110			58,110
TOTALS:	2,381,525	584,885	17,102,923	20,069,333

* TechVectors, LLC, the current shareholder of Advaxis will distribute its shares of Advaxis to its members at Closing as follows:

Flamm Family Partners, LP: 2,341,320
Roni Appel: 2,341,320
James Patton: 2,341,320
Open Ventures LLC: 17,422

Section 5.02

Pursuant to the terms of the Investment Banking Agreement between Advaxis and Sunrise Securities Corp., Sunrise Securities Corp. and/or its designees are to receive 752,600 shares of common stock of GXPT

EXHIBIT X
FORM OF INVESTOR REPRESENTATION LETTER

GREAT EXPECTATIONS AND ASSOCIATES, INC.

To the Board of Directors of
Great Expectations and Associates, Inc.

The undersigned (the "Investor") represents that:

(i) He, she or it is acquiring the shares of common stock (the "Shares"), of Great Expectations and Associates, Inc., a Colorado corporation (the "Company") to be issued pursuant to the Share Exchange and Reorganization Agreement, among the Company, Advaxis, Inc., a Delaware corporation ("Advaxis"), and the shareholders of Advaxis (the "Agreement") for his, her or its own account and for investment only and not with a view to distribution or resale thereof within the meaning of such phrase as defined under the Securities Act of 1933, as amended (the "Securities Act"). The Investor shall not dispose of any part or all of such Shares in violation of the provisions of the Securities Act and the rules and regulations promulgated under the Securities Act by the Securities and Exchange Commission (the "SEC"), and all applicable provisions of state securities laws and regulations.

(ii) If the Investor is a natural person, the Investor has reached the age of maturity in the jurisdiction in which the Investor resides, has adequate means of providing for the Investor's current financial needs and contingencies, is able to bear the substantial economic risks of an investment in the Shares for an indefinite period of time, has no need for liquidity in such investment and, at the present time, could afford a complete loss of such investment.

(iii) The Investor acknowledges that he, she or it has been afforded access to all material information which it has requested relevant to its decision to acquire the Shares and to ask questions of the Company's management and that, neither the Company nor anyone acting on behalf of the Company has made any representations or warranties to the Investor which have induced, persuaded, or stimulated the Investor to acquire the Shares.

(iv) Either alone, or together with its investment advisor(s), the Investor has the knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of the prospective investment in the Shares, and each the Investor is and will be able to bear the economic risk of the investment in the Shares.

(v) The Investor acknowledges that the certificate or certificates representing the Shares shall bear a legend in substantially the form as follows:

> THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE OFFERED FOR SALE, SOLD, OR OTHERWISE DISPOSED OF, EXCEPT IN COMPLIANCE WITH THE REGISTRATION PROVISIONS OF SUCH ACT OR PURSUANT TO AN EXEMPTION FROM SUCH REGISTRATION PROVISIONS, THE AVAILABILITY OF WHICH IS TO BE ESTABLISHED TO THE SATISFACTION OF THE COMPANY.

(vi) The Investor acknowledges being informed that the Shares to be issued pursuant to the Agreement shall be unregistered, shall be "restricted securities" as defined in paragraph (a) of Rule 144 under the Securities Act, and must be held indefinitely unless (a) they are subsequently registered under the Securities Act, or (b) an exemption from such registration is available.

(vii) The following information should be provided by the person making the investment decision whether on his own behalf or on behalf of an entity:

(1) Name of Investor: Age:
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(2) Name of person making investment decision
Age:

(Print)

(3) Principal residence address and telephone number: (___) _____

Email Address:
---

(4) Secondary residence address and telephone number: (___) _____

The undersigned has no present intention of becoming a resident of any other state or jurisdiction.

(5) Name, address, telephone number and facsimile number of employer or business:

(i) Nature of business

(ii) Position and nature of responsibilities

---

(6) Length of employment or in current position
---

(7) Prior employment, positions or occupations during the past five years (and the inclusive dates of each) are as follows:

Nature of Employment, or Occupation	Position/Duties	From/To

Attach additional pages to answer any questions in greater detail, if necessary.

The undersigned should answer the following questions, which pertain to income, tax rate, net worth, liquid assets, and non-liquid assets by including spousal contribution even though the investment shall be held in single name.

(8) Business or professional education and the degree(s) received are as follows:

School	Degree	Year Received

(viii) ACCREDITED INVESTOR REPRESENTATIONS. Initial all appropriate spaces on the following pages indicating the basis upon which the undersigned qualifies as an accredited investor (please initial only where appropriate). [MUST INITIAL ONE]

For Individual Investors Only:

(1) ____ I certify that I am an accredited investor because I have an individual net worth, or my spouse and I have combined net worth, in excess of $1,000,000. For purposes of this question, "net worth" means the excess of total assets at fair market value, including home, home furnishings and automobiles, over total liabilities.

(2a) ____ I certify that I am an accredited investor because I had individual income (exclusive of any income attributable to my spouse) of more than $200,000 in 2002 and 2003 and I reasonably expect to have an individual income in excess of $200,000 this year.

(2b) ____ Alternatively, my spouse and I have joint income in excess of $300,000 in each applicable year.

(3) ____ I am a director or executive officer of the Company.

Other Investors:

(4) ____ The undersigned certifies that it is one of the following: any bank as defined in Section 3(a)(2) of the Securities Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; insurance company as defined in Section 2(13) of the Securities Act; investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of $5,000,000, or if a self-directed plan, with investment decisions made solely by persons that are accredited investors.

(5) ____ The undersigned certifies that it is a private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940.

(6) ____ The undersigned certifies that it is a organization described in Section 501(c)(3) of the U.S. Internal Revenue Code, corporation, Massachusetts or similar business trust or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000.

(7) ____ The undersigned certifies that it is a trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Securities Act.

(8) ____ The undersigned certifies that it is an entity in which all of the equity owners are accredited investors.

Individual Investors:

- ---------- ----------
Social Security Number | Print Name of Investor No. 1

Signature of Investor No. 1

- ---------- ----------
Social Security Number | Print Name of Investor No. 2

Signature of Investor No. 2

Manner in which Shares are to be held:

_____ Individual Ownership

_____ Tenants-in-Common

_____ Joint Tenant With Right of Survivorship

_____ Community Property

_____ Separate Property

_____ Partnership

_____ Trust

_____ Corporation

_____ Employee Benefit Plan

_____ Other (please indicate)

Corporate or Other Entity:

- ---------- ----------
Federal ID Number | Print Name of Entity

By:

Signature, Title

DATED: _____, 2004

SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this "AGREEMENT") is among GREAT EXPECTATIONS AND ASSOCIATES, INC., a Colorado corporation, which as soon as possible following the closing of the Share Exchange and Reorganization Agreement (as defined below) intends to change its name to Advaxis, Inc. (the "COMPANY"), and the Investors (as defined below) signatory hereto, and dated, with respect to the Company, as of September 14, 2004 and, with respect to each Investor, as of such Investor's date of execution set forth on such Investor's signature page hereto.

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to Section 4(2) of the Securities Act (as defined below) and Rule 506 promulgated thereunder, the Company desires to issue and sell to each Investor, and each Investor, severally and not jointly, desires to purchase from the Company certain securities of the Company, as more fully described in this Agreement; and

WHEREAS, pursuant to that certain Escrow Agreement, dated as of the date hereof, among the Company, Continental Stock Transfer & Trust Company (the "ESCROW AGENT") as escrow agent, and Sunrise Securities Corp. (the "PLACEMENT AGENT"), all subscriptions for the Company's securities pursuant to this Agreement will be held in escrow (the "ESCROW") by the Escrow Agent in a non-interest bearing account entitled "CST&T Advaxis Escrow Account" until accepted and until the Closing at which such subscription monies will be delivered as payment for securities purchased hereunder.

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 the Investors agree as follows:

ARTICLE I.
DEFINITIONS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms shall have the meanings indicated in this Section 1.1:

"ACTION" means any action, claim, suit, inquiry, notice of violation, proceeding (including any partial proceeding such as a deposition) or investigation pending or threatened in writing against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency, regulatory authority (federal, state, county, local or foreign), stock market, stock exchange or trading facility.

"ADVAXIS" means Advaxis, Inc., a Delaware corporation.

"AFFILIATE" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 144.

"BUSINESS DAY" means any day except Saturday, Sunday and any day which shall be a federal legal holiday or a day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"CLOSING" means the closing of the purchase and sale of the Securities on the Initial Closing Date or any Subsequent Closing Date pursuant to Section 2.1.

"CLOSING DATE" shall mean any of the Initial Closing Date or any Subsequent Closing Date.

"COMBINED COMPANY" means the Company after the closing of the Share Exchange and Reorganization Agreement.

"COMMISSION" means the Securities and Exchange Commission.

"COMMON STOCK" means the common stock of the Company, no par value per share, and any securities into which such common stock may hereafter be reclassified.

"COMPANY COUNSEL" means Reitler Brown & Rosenblatt LLC.

"EXCHANGE ACT" means the Securities Exchange Act of 1934, as amended.

"GXPT" means Great Expectations and Associates, Inc., a Colorado corporation, prior to the closing of the Share Exchange and Reorganization Agreement.

"INITIAL CLOSING" means the initial closing of the purchase and sale of the Securities pursuant to Section 2.1(a).

"INITIAL CLOSING DATE" means the date of the Initial Closing.

"INVESTMENT AMOUNT" means, with respect to each Investor, the investment amount indicated below such Investor's name on the signature page of this Agreement.

"INVESTORS" means collectively, each Person who shall subscribe for Securities hereunder and execute an Investor Counterpart to this Agreement, each individually being an "Investor".

"LIEN" means any lien, charge, encumbrance, security interest, right of first refusal or other restrictions of any kind.

"MAJORITY OF INVESTORS" means, at the time of determination, Investors who have subscribed for or purchased at least 50.1% of the Shares which have, at such time, been subscribed for and/or purchased, pursuant to this Agreement.

"PENN" means The Trustees of the University of Pennsylvania.

"PENN LICENSE" means the License Agreement, effective as of June 17, 2002 between the Company and Penn, as amended.

"PER SHARE PURCHASE PRICE" equals $0.287.

"PERSON" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"PPM" means the private placement offering memorandum dated as of September 15, 2004, of Units of the Company whereby each Unit consists of 87,108 shares of Common Stock and a Warrant to purchase 87,108 shares of Common Stock at a price of $25,000 per Unit.

"PROCEEDING" means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"REGISTRATION STATEMENT" means a registration statement meeting the requirements set forth in the Registration Rights Agreement and covering the resale by the Investors of the Shares.

"REGISTRATION RIGHTS AGREEMENT" means the Registration Rights Agreement, dated as of the date of this Agreement, among the Company and the Investors, in the form of Exhibit A hereto.

"RULE 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"SECURITIES" means the Shares and the Warrants.

"SECURITIES ACT" means the Securities Act of 1933, as amended.

"SHARE EXCHANGE AND REORGANIZATION AGREEMENT" means the Share Exchange and Reorganization Agreement, dated as of August 25, 2004, among the Company, Advaxis and the shareholders of Advaxis.

"SHARES" means the shares of Common Stock issued or issuable to the Investors pursuant to this Agreement, including without limitation, the Shares issuable to the Investors upon exercise of the Warrants.

"SUBSEQUENT CLOSING" means the closing of the purchase and sale of the Securities pursuant to Section 2.1(b).

"SUBSEQUENT CLOSING DATE" means the date of a Subsequent Closing.

"SUBSIDIARY" means any "significant subsidiary" of the Company as defined in Rule 1-02(w) of Regulation S-X promulgated by the Commission under the Exchange Act.

"TERMINATION DATE" has the meaning set forth in Section 6.1(a) hereof.

"TRADING DAY" means (i) a day on which the Common Stock is traded on a Trading Market, or (ii) if the Common Stock is not listed on a Trading Market, a day on which the Common Stock is traded in the over-the-counter market is quoted in the over-the-counter market as reported by the National Quotation Bureau Incorporated (or any similar organization or agency succeeding to its functions of reporting prices); provided, that in the event that the Common Stock is not listed or quoted as set forth in (i) or (ii) hereof, then Trading Day shall mean a Business Day.

"TRADING MARKET" means whichever of the New York Stock Exchange, the American Stock Exchange, the NASDAQ National Market, the NASDAQ SmallCap Market, the Over-The-Counter Bulletin Board or the "Pink Sheets" published by the National Quotation Bureau Incorporated Sheets on which the Common Stock is listed or quoted for trading on the date in question.

"TRANSACTION DOCUMENTS" means this Agreement, the Registration Rights Agreement, Warrants and any other documents or agreements executed in connection with the transactions contemplated hereunder.

"WARRANTS" means the five year warrants to purchase up to an aggregate of 87,108 shares of Common Stock at exercise price of $0.40 per share in the form attached hereto as Exhibit B, which Warrants are subject to early cancellation if the average Closing Prices (as defined in the Warrant) of the Company's Common Stock for any 30 Trading Days is at least $1.00, the average daily trading volume of the Common Stock during such 30-Trading Day period is at least 100,000 shares and a registration statement covering the resale of the shares of Common Stock issuable upon exercise is then effective.

ARTICLE II.
PURCHASE AND SALE

2.1 Closings.

(a) Initial Closing. Subject to the terms and conditions set forth in this Agreement, at the initial closing of the sale and purchase of Securities under this Agreement (the "INITIAL CLOSING") to and by the Investors thereat, the Company shall issue and sell to each such Investor, and each such Investor shall, severally and not jointly, purchase from the Company Securities for the consideration equal to such Investor's Investment Amount. The Initial Closing shall take place at the offices of Reitler Brown & Rosenblatt LLC, 800 Third Avenue, 21st Floor, New York, New York 10022 at such time that an aggregate of at least $1,500,000 is held in Escrow for the purchase of Securities (the "INITIAL CLOSING DATE") or at such other location or time as the Company and the Placement Agent may agree.

(b) Subsequent Closings. The subsequent closings of the sale and purchase of Securities under this Agreement to and by Investors (each, a "SUBSEQUENT CLOSING" and together with the Initial Closing, the "CLOSINGS" and each, a "CLOSING"), shall take place at the offices of Reitler Brown & Rosenblatt LLC, 800 Third Avenue, 21st Floor, New York, New York 10022 on any date between the Initial Closing Date and the Termination Date as the Company and the Placement Agent may mutually agree (each such date is hereinafter referred to as a "SUBSEQUENT CLOSING DATE") or at such other location or time as the Company and the Placement Agent may agree. Notwithstanding anything herein to the contrary, the aggregate Investment Amount of the Investors shall not exceed $7,000,000 without the prior written consent of the Placement Agent, the Issuer and a Majority of the Investors; provided, however, the Issuer, in its sole discretion, shall have the option to increase the Investment Amount to up to $10,000,000 without the consent of a Majority of the Investors or the Placement Agent.

2.2 Closing Deliveries. (a) At each Closing, the Company shall deliver or cause to be delivered to each Investor who or which is purchasing Securities at such Closing the following:

(i) a stock certificate evidencing such number of Shares as is equal to such Investor's Investment Amount divided by the Per Share Purchase Price, registered in the name of such Investor;

(ii) a Warrant to purchase such number of Shares as is equal to such Investor's Investment Amount divided by the Per Share Purchase Price, registered in the name of such Investor;

(iii) the legal opinion of Company Counsel, in form and substance reasonably acceptable to the Placement Agent and its counsel; and

(iv) the Registration Rights Agreement, duly executed by the Company.

(b) At each Closing, each Investor who or which is purchasing Securities at such Closing shall deliver or cause to be delivered to the Company the following:

(i) his, her or its Investment Amount, in United States dollars and in immediately available funds, by wire transfer to an account designated in writing by the Company for such purpose; and

(ii) the Registration Rights Agreement, duly executed by such Investor.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company. The Company hereby represents and warrants to each Investor with respect to GXPT as of the date of this Agreement and with respect to the Combined Company as of each Closing Date as follows, except as set forth on the Schedules attached hereto, which Schedules may be updated (as contemplated by Section 5.1(a)) with respect to the representations and warranties made by the Company as of any Subsequent Closing, but which such amendments shall only be applicable to the purchase of Securities at such Subsequent Closing:

(a) Subsidiaries. The Company has no direct or indirect Subsidiaries other than those listed in Schedule 3.1(a). Except as disclosed in Schedule 3.1(a), the Company owns, directly or indirectly, all of the capital stock of each Subsidiary free and clear of any and all Liens, and all the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights.

(b) Organization and Qualification. Each of the Company and each Subsidiary is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization (as applicable), with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and each Subsidiary 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 it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not, individually or in the aggregate, have or reasonably be expected to result in (i) an adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material and adverse effect on the results of operations, assets, prospects, business or condition (financial or otherwise) of the Company and the Subsidiaries, taken as a whole, or (iii) an adverse impairment to the Company's ability to perform on a timely basis its obligations under any Transaction Document (any of (i), (ii) or (iii), a "MATERIAL ADVERSE EFFECT").

(c) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by each of the Transaction Documents and otherwise to carry out its obligations thereunder. The execution and delivery of each of the Transaction Documents by the Company and the consummation by it of the transactions contemplated thereby have been duly authorized by all necessary action on the part of the Company and its stockholders and no further action is required by the Company in connection therewith. Each Transaction Document 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.

(d) No Conflicts. The execution, delivery and performance of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated thereby do not and will not (i) conflict with or violate any provision of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, 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 or Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary 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 or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect.

(e) Filings, Consents and Approvals. Except as set forth in Schedule 3.1(e), 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 the Transaction Documents, other than (i) the filing with the Commission of (A) one or more Registration Statements in accordance with the requirements of the Registration Rights Agreement and (B) a Notice of Sale of Securities on Form D within 15 days of the relevant Closing Date, (ii) filings required by state securities laws, which the Company will promptly, and in any event prior to (A) the due date prescribed by applicable law and (B) the Effectiveness Date (as such term is defined in the Registration Rights Agreement) under the Registration Statement, make (at the sole expense of the Company) in order to permit the holders of the Securities to resell Shares to Persons in each State in the U.S.A., and (iii) those that have been made or obtained prior to the date of this Agreement.

(f) Issuance of the Securities. The Securities have been duly authorized and, when issued and paid for in accordance with the Transaction Documents, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens. The Company has reserved from its duly authorized capital stock all of the Shares issuable pursuant to this Agreement and pursuant to the Warrants.

(g) Capitalization.

(i) The number of shares and type of all authorized, issued and outstanding capital stock, options and other securities of the Company (whether or not presently convertible into or exchangeable for or exercisable into shares of capital stock of the Company), and all shares of Common Stock reserved for issuance under the Company's various option and incentive plans, is set forth in Schedule 3.1(g). All outstanding shares of capital stock of the Company are duly authorized, validly issued, fully paid and non-assesable and

have been issued in compliance with all applicable securities laws. Except as set forth in Schedule 3.1(g), no securities of the Company are entitled to preemptive or similar rights, and no Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents. Except as a result of the purchase and sale of the Securities and except as disclosed in Schedule 3.1(g), there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exchangeable for, or giving any Person any right to subscribe for or acquire, any shares of Common Stock, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional shares of Common Stock, or securities or rights convertible or exchangeable into shares of Common Stock. Except as set forth in Schedule 3.1(g), there are no anti-dilution or price adjustment provisions contained in any security issued by the Company or other agreement and the issue and sale of the Securities will not, immediately or with the passage of time, obligate the Company to issue shares of Common Stock or other securities to any Person (other than the Investors) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under such securities. Except as set forth on Schedule 3.1(g) attached hereto, to the knowledge of the Company, no Person or group of related Persons beneficially owns (as determined pursuant to Rule 13d-3 under the Exchange Act) or has the right to acquire, by agreement with or by obligation binding upon the Company, beneficial ownership of in excess of 5% of the outstanding Common Stock, ignoring for such purposes any limitation on the number of shares that may be owned at any one time.

(ii) Immediately following the Closing, the Company's issued and outstanding shares of capital stock, on a fully diluted basis, shall be allocated as set forth on Schedule 3.1(g)(ii).

(h) Commission Reports; Financial Statements. The Common Stock of the Company has been registered under Section 12 of the Exchange Act and the Company is subject to the periodic reporting requirements of Section 13 of the Exchange Act. The financial statements of the Company to be provided to the Investors prior to the relevant Closing comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with U.S. generally accepted accounting principles applied on a consistent basis during the periods involved ("GAAP"), except as may be otherwise specified in such financial statements or the notes thereto, or in the case of unaudited interim financial statements, to the extent they may exclude footnotes or may be condensed or summary statements and fairly present in all material respects the financial position of the Company and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments. The financial statements referred to in this Section 3.1(h) contain all certifications and statements required by the SEC's Order, dated June 27, 2002, pursuant to Section 21(a)(1) of the Exchange Act (File No. 4-460), Rule 13a-14 or 15d-14 under the Exchange Act, or 18 U.S.C. Section 1350 (Sections 302 and 906 of the Sarbanes-Oxley Act of 2002) with respect to the report relating thereto. The financial statements referred to in this Section 3.1(h) comply as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the Commission with respect thereto, have been prepared in accordance with GAAP (except as may be indicated in the notes thereto or, in the case of unaudited financial statements, as permitted by the rules and regulations of the Commission) and fairly present, subject in the case of the unaudited financial statements, to customary year end audit adjustments, the financial position of the Company as at the dates thereof and the results of its operations and cash flows.

(i) Press Releases. The press releases disseminated by the Company during the two (2) years preceding the date of this Agreement taken as a whole do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under they they were made, not misleading.

(j) Material Changes. Since the date of the latest audited financial statements except as set forth on Schedule 3.1(j) attached hereto, (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent in nature and amount with past practice and (B) liabilities not required to be reflected in the Company's financial statements pursuant to GAAP or required to be disclosed in filings made with the Commission, (iii) the Company has not altered its method of accounting or the identity of its auditors, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock, and (v) the Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company stock option plans. The Company does not have pending before the Commission any request for confidential treatment of information.

(k) Litigation. There is no Action which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Securities or could, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect. Except as set forth in Schedule 3.1(k) attached hereto, neither the Company nor any Subsidiary, nor any director or officer thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. There has not been, and to the best knowledge of the Company, there is not pending or contemplated, any investigation by the Commission involving the Company or any current or former director or officer of the Company. The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company or any Subsidiary under the Exchange Act or the Securities Act.

(l) Labor Relations. No material labor dispute exists or, to the knowledge of the Company, is imminent with respect to any of the employees of the Company.

(m) Compliance. Neither the Company nor any Subsidiary (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is in violation of any order of any court, arbitrator or governmental body, or (iii) is or has been in violation of any statute, rule or regulation of any governmental authority, including, without limitation, all foreign, federal, state and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters, except in each case as could not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect. The Company is in compliance with the applicable requirements of the Sarbanes-Oxley Act of 2002, as amended, and the rules and regulations thereunder, except where such noncompliance could not have or reasonably be expected to result in a Material Adverse Effect.

(n) Regulatory Permits. The Company and the Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses as described in Schedule 3.1(n) attached hereto, except where the failure to possess such permits would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect ("MATERIAL PERMITS"), and neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any Material Permit.

(o) Title to Assets. The Company and the Subsidiaries have good and marketable title to all real property owned by them that is material to their respective businesses and good and marketable title in all personal property owned by them that is material to their respective businesses, in each case free and clear of all Liens, except for Liens as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and the Subsidiaries. Any real property and facilities held under lease by the Company and the Subsidiaries are held by them under valid, subsisting and enforceable leases of which the Company and the Subsidiaries are in compliance, except as could not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect.

(p) Patents and Trademarks. (i) The PPM accurately describes (i) all issued Patents and registrations and applications for all Patents, Trademarks and Copyrights owned by or licensed to the Company or any Subsidiary relating to Intellectual Property, and (iii) all material contracts, agreements and arrangements relating to Intellectual Property (whether in writing or oral) to which the Company or any Subsidiary is a party, by which any of their respective assets or properties are bound or which are used or useful in the business of the Company and/or any Subsidiary as currently conducted or as proposed to be conducted. As used herein, the term "INTELLECTUAL PROPERTY" means (i) all compounds and inventions (whether patentable or unpatentable and whether or not reduced to practice) and all improvements thereon, (ii) all patents, patent applications and patent disclosures, together with all reissuances,

continuations, continuations-in-part, revisions, extensions and reexaminations thereof (collectively, "PATENTS"), (iii) all trademarks, service marks, trade dress, logos, trade names and corporate names (collectively, "TRADEMARKS"), including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (iv) all copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith (collectively, "COPYRIGHTS"), (v) all mask works and all applications, registrations and renewals in connection therewith, (vi) all trade secrets and confidential business information (including, without limitation, ideas, research and development, data, results, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals), (vii) all computer software (including data and related documentation) and (viii) all other proprietary rights.

(ii) The Company or its Subsidiary, as applicable, owns, is licensed to use, or otherwise has the right to use all Company Intellectual Property and all such Company Intellectual Property will be owned or available for use by the Company and/or the Subsidiary, as applicable, following the relevant Closing. The Company and the Subsidiaries have taken all necessary and commercially reasonable actions to maintain and protect their material owned or licensed Company Intellectual Property. As used herein, "COMPANY INTELLECTUAL PROPERTY" means all Intellectual Property used or held for use by the Company or any Subsidiary in the conduct of the business of the Company or any Subsidiary as currently conducted or as proposed to be conducted.

(iii) To the best knowledge of the Company, neither the Company nor any Subsidiary has infringed upon or misappropriated any Intellectual Property rights of third parties, and the continued operation of the Company and the Subsidiaries as currently conducted and as proposed to be conducted does not infringe upon or misappropriate or otherwise violate any Intellectual Property rights of third parties. To the Company's best knowledge, no Person has infringed upon or misappropriated or otherwise violated any Company Intellectual Property.

(iv) Except as disclosed in the PPM or as set forth on Schedule 3.1(p) attached hereto, with respect to each item of Company Intellectual Property: (i) the Company or a Subsidiary possesses all right, title (if owned) and interest in and to the item, free and clear of any Lien (other than, in the case of licensed Intellectual Property, restrictions created by the licenses themselves); (ii) the item of Company Intellectual Property is not subject to any outstanding order, injunction, judgment, decree or ruling of any Regulatory Authority (other than the applicable patent and trademark prosecution protection proceedings themselves); (iii) all of the issued Patents are valid and enforceable; and (iv) none of the Patents have been abandoned. As used herein, the term "Regulatory Authority" means any applicable government regulatory authority, domestic or foreign, involved in granting approvals for the manufacturing, marketing, reimbursement and/or pricing of any Product of the Company or any Subsidiary: the term "Product" means preparations in final form for sale by prescription, over-the-counter or any other method that contains Compound or one or more active ingredients; the term "Compound" means compound or compounds described in the PPM as belonging to the Company or any Subsidiary or claimed by the Company or a Subsidiary in one or more of Patents.

(v) The rights to all inventions of any of the Company's or any Subsidiary's employees or consultants, former employees or consultants made while either not employed or retained by the Company or Subsidiary, as applicable, which are utilized by the Company in the conduct of the Company's or any Subsidiary's business as presently conducted or as proposed to be conducted have been fully assigned or licensed to the Company or the Subsidiary, as applicable. The rights to all inventions of any of the Company's or any Subsidiary's employees or consultants, former employees or consultants made while employed or retained by the Company or any Subsidiary, which are utilized by the Company in the conduct of the Company's or any Subsidiary's business as presently conducted or as proposed to be conducted have been fully assigned or licensed to the Company or the Subsidiary, as applicable.

(q) Insurance. The Company and the Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which the Company and the Subsidiaries are engaged. The Company has no reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost.

(r) Transactions With Affiliates and Employees. Except as set forth on Schedule 3.1(r) attached hereto, none of the officers or directors of the Company and, to the knowledge of the Company, none of the employees of the Company is presently a party to any transaction with the Company or any Subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner.

(s) Internal Accounting Controls. The Company is subject to the periodic reporting requirements of Section 13 of the Exchange Act. Except as set forth on Schedule 3.1(s), the Company maintains disclosure controls and procedures required by Rule 13a-15 or 15d-15 under the Exchange Act; such controls and procedures are effective to ensure that all material information concerning the Company is made known on a timely basis to the individuals responsible for the preparation of the Company's financial statements.

(t) Solvency. Following the consummation of the transactions contemplated hereby, (i) the Company's fair saleable value of its assets in an orderly liquidation exceeds the amount that will be required to be paid on or in respect of the Company's existing debts and other liabilities (including known contingent liabilities) as they mature; (ii) the Company's assets do not constitute unreasonably small capital to carry on its business for the current fiscal year as now conducted and as proposed to be conducted including its capital needs taking into account the particular capital requirements of the business conducted by the Company, and projected capital requirements and capital availability thereof; (iii) the current cash flow of the Company, together with the proceeds the Company would receive, were it to liquidate all of its assets, after taking into account all anticipated uses of the cash, would be sufficient to pay all amounts on or in respect of its debt when such amounts are required to be paid; and (iv) the Company's total indebtedness shall not exceed $1,1000,000 (exclusive of approximately $580,000 of notes to be converted upon the Initial Closing and amounts owing to Penn under the Penn License of up to $485,000 through December 15, 2007). The Company does not intend to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be payable on or in respect of its debt).

(u) Certain Fees. Except as described in Schedule 3.1(u), no brokerage or finder's fees or commissions are or will be payable by the Company to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by this Agreement. The Investors shall have no obligation with respect to any fees or with respect to any claims (other than such fees or commissions owed by an Investor pursuant to written agreements executed by such Investor which fees or commissions shall be the sole responsibility of such Investor) made by or on behalf of other Persons for fees of a type contemplated in this Section that may be due in connection with the transactions contemplated by this Agreement.

(v) Certain Registration Matters. Assuming the accuracy of the Investors' representations and warranties set forth in Section 3.3(b)-(e), no registration under the Securities Act is required for the offer and sale of the Securities by the Company to the Investors under the Transaction Documents. Except for the Registration Rights Agreement and/or as described in Schedule 3.1(v), the Company has not granted or agreed to grant to any Person any rights (including "piggy-back" registration rights) to have any securities of the Company registered with the Commission or any other governmental authority that have not been satisfied.

(w) Listing and Maintenance Requirements. Except as specified on Schedule 3.1(w) attached hereto, the Company has not, in the two years preceding the date hereof, received notice from any Trading Market to the effect that the Company is not in compliance with the listing or maintenance requirements thereof. The Company is, and has no reason to believe that it will not in the foreseeable future continue to be, in compliance with the listing and maintenance requirements for continued listing of the Common Stock on the Trading Market on which the Common Stock is currently listed or quoted, including the applicable eligibility rules thereunder. The issuance and sale of the Securities under the Transaction Documents does not contravene the rules and regulations of the Trading Market on which the Common Stock is currently listed or quoted, and no approval of the shareholders of the Company thereunder is required for the Company to issue and deliver to the Investors the Securities contemplated by Transaction Documents.

(x) Investment Company. The Company is not, and is not an Affiliate of, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(y) Application of Takeover Protections. There is no control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's Certificate of Incorporation (or similar charter documents) or the laws of its state of incorporation that is or could become applicable to the Investors as a result of the Investors and the Company fulfilling their obligations or exercising their rights under the Transaction Documents, including without limitation the Company's issuance of the Securities and the Investors' ownership of the Securities.

(z) No Additional Agreements. The Company does not have any agreement or understanding with any Investor with respect to the transactions contemplated by the Transaction Documents other than as specified in this Agreement.

(aa) Private Placement. Neither the Company nor any Person acting on the Company's behalf has sold or offered to sell or solicited any offer to buy the Securities by means of any form of general solicitation or advertising. Other than as set forth on Schedule 3.1(aa) attached hereto, neither the Company nor any of its Affiliates nor any Person acting on the Company's behalf has, directly or indirectly, at any time within the past six months, made any offer or sale of any security or solicitation of any offer to buy any security under the circumstances that would eliminate the availability of the exemption from registration under Regulation D under the Securities Act in connection with the offer and sale of the Securities contemplated hereby.

(bb) Form SB-2 Eligibility. The Company is eligible to register its Common Stock for resale by the Investors using Form SB-2 promulgated under the Securities Act.

(cc) Going Concern. Following consummation of the transactions contemplated hereby (after taking into account the proceeds received by the Company from the sale of the Securities) the Company has no knowledge or reason to believe that the Company's independent public accountants will issue an audit letter containing a "going concern" opinion in connection with the Company's quarterly report on Form 10-QSB pursuant to Section 13 or 15(d) under the Exchange Act for the period ended July 31, 2004 or otherwise.

(dd) Foreign Corrupt Practice. Neither the Company no any director, officer, agent, employee or other person acting on behalf of the Company has, in the course of his actions for, or on behalf of, the Company used any corporate funds for any unlawful contribution, gift entertainment or other unlawful expenses relating to political activity; made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate fund; violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977; or made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

(ee) Share Exchange and Reorganization Agreement. Each of the representations and warranties of GXPT and Advaxis contained in the Share Exchange and Reorganization Agreement is true and correct as of the date of such agreement and (except as modified by the closing of the transactions contemplated hereby and thereby) as of the relevant Closing.

(ff) Disclosure. The Company understands and confirms that the Investors will rely on the foregoing representations and covenants in effecting transactions in securities of the Company. All disclosure provided to the Investors regarding the Company, its business and the transactions contemplated hereby, furnished by or on behalf of the Company (including, without limitation, the Company's representations and warranties set forth in this Agreement and the disclosure contained in the PPM) are true and correct and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. No event or circumstance has occurred or information exists with respect to the Company or any of its Subsidiaries or its or their business, properties, prospects, operations or financial conditions, which, under applicable law, rule or regulation, requires public disclosure or announcement by the Company which has not been so publicly announced or disclosed. The Company acknowledges and agrees that no Investor makes or has made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 3.2.

3.2 Representations and Warranties of the Investors. Each Investor hereby, for itself and for no other Investor, represents and warrants to the Company as follows:

(a) Organization; Authority. Such Investor, if an entity, is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with the requisite corporate or partnership power and authority to enter into and to consummate the transactions contemplated by the applicable Transaction Documents and otherwise to carry out its obligations thereunder. Such Investor, if a natural person, has the legal capacity and has the power and authority to enter into and to consummate the transactions contemplated by the applicable Transaction Documents and otherwise to carry out his or her obligations thereunder. The execution, delivery and performance by such Investor, if an entity, of the transactions contemplated by this Agreement has been duly authorized by all necessary corporate or, if such Investor is not a corporation, such partnership, limited liability company or other applicable like action, on the part of such Investor. Each of this Agreement and the Registration Rights Agreement has been duly executed by such Investor, and when delivered by such Investor in accordance with terms hereof, will constitute the valid and legally binding obligation of such Investor, enforceable against him, her or it in accordance with its terms.

(b) Investment Intent. Such Investor is acquiring the Securities as principal for its own account for investment purposes only and not with a view to or for distributing or reselling such Securities or any part thereof, without prejudice, however, to such Investor's right at all times to sell or otherwise dispose of all or any part of such Securities in compliance with applicable federal and state securities laws. Subject to the immediately preceding sentence, nothing contained herein shall be deemed a representation or warranty by such Investor to hold the Securities for any period of time. Such Investor does not have any agreement or understanding, directly or indirectly, with any Person to distribute any of the Securities.

(c) Investor Status/Residence. At the time such Investor was offered the Securities, he, she or it was, and at the date hereof he, she or it is, an "accredited investor" as defined in Rule 501(a) under the Securities Act. Such Investor is not a registered broker-dealer under Section 15 of the Exchange Act. Each Investor represents that, to the extent that he or she is an individual, that he or she is a resident of the state set forth opposite his or her name on signature page, and, to the extent that it is an organizational entity, they it has been organized under the laws of the state or country set forth opposite its name on signature page.

(d) General Solicitation. Such Investor is not purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

(e) Access to Information. Such Investor acknowledges that it has reviewed this Agreement, the Disclosure Schedules and the PPM and has been afforded (i) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Securities and the merits and risks of investing in the Securities; (ii) access to information about the Company and the Subsidiaries and their respective financial condition, results of operations, business, properties, management and prospects sufficient to enable it to evaluate its investment; and (iii) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to the investment. Neither such inquiries nor any other investigation conducted by or on behalf of such Investor or its representatives or counsel shall modify, amend or affect such Investor's right to rely on the truth, accuracy and completeness of this Agreement, the Disclosure Schedules and the PPM and the Company's representations and warranties contained in the Transaction Documents. The Transaction Documents, the Disclosure Schedules and the PPM supersede any other documents separately provided to the Investor by the Company or the Placement Agent.

(f) Independent Investment Decision. Such Investor has independently evaluated the merits of its decision to purchase Securities pursuant to this Agreement, such decision has been independently made by such Investor and such Investor confirms that it has only relied on the advice of its own business and/or legal counsel and not on the advice of any other Investor's business and/or legal counsel in making such decision.

The Company acknowledges and agrees that each Investor does not make or has not made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in this Section 3.2.

ARTICLE IV.
OTHER AGREEMENTS OF THE PARTIES

4.1 Restrictive Legends.

(a) Securities may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of the Securities other than pursuant to an effective registration statement, to the Company, to an Affiliate of an Investor or in connection with a pledge as contemplated in the legend contained in Section 4.1(b), the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor, 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 Securities under the Securities Act.

(b) Certificates evidencing the Securities will contain the following legend, until such time as they are not required under Section 4.1(c):

> THESE SECURITIES HAVE 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 THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THESE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT SECURED BY SUCH SECURITIES.

(c) Certificates evidencing the Shares shall not contain any legend (including the legend set forth in Section 4.1(b)): (i) while a Registration Statement covering the resale of such securities is effective under the Securities Act, or (ii) following a sale of such Securities pursuant to Rule 144, or (iii) while such Securities are eligible for sale under Rule 144(k), or (iv) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the Staff of the Commission) provided in the case of (iv), however, that the beneficial owner of the Securities is not an Affiliate of the Company. Following such time as restrictive legends are not required to be placed on certificates representing Securities, the Company will, not later than five Trading Days following the delivery by an Investor to the Company or the Company's transfer agent of a certificate representing such Securities containing a restrictive legend, deliver or cause to be delivered to such Investor a certificate representing such Securities that is free from all restrictive and other legends. The Company may not make any notation on its records or give instructions to any transfer agent of the Company that enlarge the restrictions on transfer set forth in this Section.

4.2 Furnishing of Information. As long as any Investor owns the Securities and the Company is subject thereto, the Company covenants to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to the Exchange Act. As long as any Investor owns Securities, if the Company is not required to file reports pursuant to such laws, it will prepare and furnish to the Investors and make publicly available in accordance with Rule 144(c) such information as is required for the Investors to sell such Securities under Rule 144. The Company further covenants that it will take such further action as any holder of Securities may reasonably request, all to the extent required from time to time to enable such Person to sell such Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144.

4.3 Securities Laws Disclosure; Publicity. On the Initial Closing Date, the Company shall issue a press release reasonably acceptable to a Majority of the Investors disclosing the transactions contemplated hereby and file with the Commission a Current Report on Form 8-K (reasonably acceptable to a Majority of the Investors by written consent or telephonic conference call as the Company may determine in its sole discretion) disclosing the material terms of the transactions contemplated hereby. In addition, the Company will make such other filings and notices in the manner and time required by the Commission and the Trading Market on which the Common Stock is listed. Notwithstanding the foregoing, the Company shall not publicly disclose the name of any Investor, or include the name of any Investor in any filing with the Commission (other than the Registration Statement filed pursuant to the Registration Rights Agreement and any exhibits to filings made in respect of this transaction in accordance with periodic filing requirements under the Exchange Act) or any regulatory agency or Trading Market, without the prior written consent of such Investor, except to the extent such disclosure is required by law or Trading Market regulations, in which case the Company shall provide the Investors with prior notice of such disclosure.

4.4 Blue Sky Filings. The Company shall file all applicable federal and state securities laws filings required in connection with the sale of the Securities.

4.5 Indemnification of Investors. In addition to the indemnity provided in the Registration Rights Agreement, the Company will indemnify and hold the Investors and their respective directors, officers, managers, shareholders, partners, members, employees and agents (each, an "INVESTOR PARTY") harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys' fees and costs of investigation (collectively, "LOSSES") that any such Investor Party may suffer or incur as a result of or relating to any misrepresentation, breach or inaccuracy of any representation, warranty, covenant or agreement made by the Company in any Transaction Document. In addition to the indemnity contained herein, the Company will reimburse each Investor Party for its reasonable legal and other expenses (including the cost of any investigation, preparation and travel in connection therewith) incurred in connection therewith, as such expenses are incurred.

4.6 Non-Public Information. The Company covenants and agrees that neither it nor any other Person acting on its behalf will provide any Investor or its agents or counsel with any information that the Company believes constitutes material non-public information, unless prior thereto such Investor shall have executed a written agreement regarding the confidentiality and use of such information. The Company understands and confirms that each Investor shall be relying on the foregoing representations in effecting transactions in securities of the Company.

4.7 Use of Proceeds. The Company shall use the net proceeds from the sale of the Securities hereunder as set forth in the PPM; provided, however, the Company agrees that it shall use no more than $300,000 of the proceeds from the Initial Closing to satisfy Company indebtedness outstanding as of the Initial Closing Date (including without limitation a maximum of $178,000 that may be paid to Penn under the Penn License out of such proceeds).

4.8 Integration. The Company shall not, and shall use its best efforts to ensure that no Affiliate of the Company shall sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security of the Company that would be intergrated with the offer or sale of the Securities in a manner that would require the registration under the Securities Act of the sale of the Securities to the Investors.

4.9 Reservation of Listing of Securities. The Company shall maintain a reserve from its duly authorized shares of Common Stock for issuance pursuant to the Transaction Documents in such amount as may be required to fulfill its obligations in full under the Transaction Documents. In the event that at any time the then authorized shares of Common Stock are insufficient for the Company to satisfy its obligations in full under the Transaction Documents, the Company shall promptly take such actions as may be required to increase the number of authorized shares.

4.10 Trading Market. The Company shall use its best efforts to apply, as soon as practicable, to have the Common Stock (including, without limitation, the Shares) listed upon the American Stock Exchange or included for quotation on the Nasdaq National Stock Market.

4.11 Conduct of Business by the Company Pending the Termination Date. The Company covenants and agrees that, between the date hereof and the Termination Date, the Company shall not conduct any business or take any action other than in connection with the maintenance and preservation of its corporate existence, the compliance with applicable laws (including federal and state securities laws) or as expressly required or permitted by this Agreement or as contemplated or required by the Share Exchange and Reorganization Agreement or as disclosed in the PPM, unless a Majority of the Investors shall otherwise agree by written consent or by telephonic conference call. By way of amplification and not limitation, except as expressly permitted by this Agreement or as contemplated by the Share Exchange and Reorganization Agreement, the Company shall not and shall not permit or cause any Subsidiary to, between the date hereof and the Termination Date, directly or indirectly do, or propose to do, any of the following with the prior written consent of a Majority of the Investors:

(a) amend or otherwise change the Certificate of Incorporation or By-laws or alter through merger, liquidation, reorganization, restructuring or in any other fashion the corporate structure or ownership of the Company;

(b) issue, sell, transfer, pledge, dispose of or encumber, or authorize the issuance, sale, transfer, pledge, disposition or encumbrance of, any shares of capital stock of any class, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of capital stock, other than with respect to the incurrence of indebtedness pursuant to the issuance of convertible promissory notes and the issuance of warrants related thereto (which convertible promissory notes and warrants shall be exchanged for Units on the same terms as the Advaxis Notes), or any other ownership interest of the Company; or sell, transfer, pledge, dispose of or encumber, or authorize the sale, transfer, pledge, disposition or encumbrance of any assets of the Company or redeem, purchase or otherwise acquire, directly or indirectly, any of the capital stock of the Company other than pursuant to a stock option plan approved by the Company's board of directors or other agreement or arrangement approved by the Company's board of directors;

(c) declare, set aside or pay any dividend or other distribution (whether in cash, stock or other securities or property or any combination thereof, other than the payment in kind of accrued but unpaid dividends to holders of preferred stock of the Subsidiary prior to the Termination Date) in respect of any of its capital stock or other equity interests, split, combine or reclassify any of its capital stock or other securities or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or amend the terms of, repurchase, redeem or otherwise acquire any of its securities, or propose to do any of the foregoing;

(d) sell, transfer, lease, license, sublicense, mortgage, pledge, dispose of, encumber, grant or otherwise dispose of any material properties or assets, or amend or modify in any way any existing agreements with respect to any material properties or assets other than in the ordinary course of business;

(e) purchase, acquire (by merger, consolidation, acquisition of stock or other securities or assets or otherwise), lease, license, sublicense or otherwise obtain any interest in any properties or assets other than in the ordinary course of business and consistent with past practice; incur any indebtedness for borrowed money or issue any debt securities or assume, guarantee or endorse or otherwise as an accommodation become responsible for, the obligations of any Person, or make any loans, advances or enter into any financial commitments, in each case other than in the ordinary course of business and consistent with past practice;

(f) change any accounting policies or procedures (including procedures with respect to reserves, revenue recognition, payments of accounts payable and collection of accounts receivable) unless required by statutory accounting principles or U.S. generally acceptable accounting principles;

(g) create, incur, suffer to exist or assume any liability or obligation (absolute, accrued, contingent or otherwise) other than up to an aggregate of $100,000 in indebtedness incurred for the purposes of undertaking actions permitted under the first sentence of this Section 4.11, or with respect to the incurrence of indebtedness pursuant to the issuance of convertible promissory notes and the issuance of warrants related thereto (which convertible promissory notes and warrants shall be exchanged for Units on the same terms as the Advaxis Notes), or in the ordinary course or business and consistent with past practice or any lien on any of its material assets;

(h) engage in any transaction, or enter into any agreement, arrangement, or understanding with, directly or indirectly, any related party, other than those existing as of the date hereof;

(i) fail to maintain in full force and effect all self-insurance and insurance, as the case may be, currently in effect;

(j) hire or terminate any senior level or key employee or consultant; increase the compensation (including, without limitation, bonus) payable or to become payable to its officers or employees, or grant any severance or termination pay or stock options to, or enter into any employment or severance agreement with any director, officer or other senior level or key employee of the Company, or establish, adopt, enter into or amend any collective bargaining, bonus, profit sharing, thrift, compensation, stock or other equity option, restricted stock or other restricted security, pension, retirement, deferred compensation, employment, termination, severance or other plan, agreement, trust, fund, policy or arrangement for the benefit of any current or former directors, officers or employees;

(k) (A) enter into any material agreement, contract or commitment of any kind or nature whatsoever, (B) modify, amend or transfer or terminate any material agreement other than in the ordinary course of business to which the Company is a party, including, without limitation, the Share Exchange and Reorganization Agreement, or waive, release or assign any material rights or claims thereunder that adversely the rights of the Investors or (C) enter into any lease with respect to real property with any third party other than as approved by the Company's board of directors;

(l) pay, discharge, satisfy or settle any litigation or waive, assign or release any rights or claims, or pay, discharge or satisfy any liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), except in an amount or value not exceeding $25,000 in any instance or series of related instances or $50,000 in the aggregate or in connection with any amounts owed Penn pursuant to the Penn License;

(m) issue any press release or make any public announcement which has not been approved by a Majority of the Investors, provided that a Majority of the Investors may not unreasonably withhold consent for any press release or announcement required by applicable law; or

(n) authorize, recommend, propose or announce an intention to do any of the foregoing, or agree or enter into any agreement, contract commitment or arrangement to do any of the foregoing.

4.12 Notification. Between the date of this Agreement and the Termination Date, the Company will promptly notify the Investors and Advaxis in writing of the following:

(a) any fact or any condition that causes any of the Company's representations and warranties in this Agreement to be materially inaccurate as of the date of this Agreement, or if the Company becomes aware of the occurrence after the date of this Agreement of any fact or condition that would cause any such representation or warranty to be materially inaccurate had such representation and warranty been made as of the time of the occurrence or discovery of such fact or condition;

(b) any fact or any condition that causes any of the Company's or Advaxis' representations and warranties in the Share Exchange and Reorganization Agreement to be materially inaccurate as of the date of such agreement, or if the Company becomes aware of the occurrence after the date of this Agreement of any fact or condition that would cause any such representation or warranty to be materially inaccurate had such representation and warranty been made as of the time of the occurrence or discovery of such fact or condition;

(c) any breach by the Company or by Advaxis of the Share Exchange and Reorganization Agreement; or

(d) any fact or circumstance which might reasonably be expected to delay or prevent the closing of the transactions contemplated by the Share Exchange and Reorganization Agreement or this Agreement.

4.13 Best Efforts. Between the date of this Agreement and the Closing Date, the Company will use its best efforts to comply with the provisions of the Share Exchange and Reorganization Agreement and to consummate the transactions contemplated thereby and to cause the conditions in Sections 5.1 and 5.2 to be satisfied.

4.14 Additional Covenants. After the Initial Closing Date and until the earlier to occur of the eighteenth month anniversary of the Termination Date and the date which is 90 days following the date on which a Registration Statement covering the resale of the Shares is declared effective by the Commission:

(a) the Company shall not, and shall not permit or cause any Subsidiary to, directly or indirectly do, or propose to take any action which could have or reasonably be expected to result in a material and adverse effect on the results of operations, assets, prospects, business or condition (financial or otherwise) of the Company and its Subsidiaries;

(b) unless otherwise approved by a Majority of Investors, the Company shall not cause or permit (i) the issuance, sale, transfer, pledge, disposition or encumbrance of any shares of the Subsidiary's capital stock (other than the issuance of shares of capital stock of the Company) other than as disclosed in the PPM, (ii) the sale, transfer, lease, license, sublicense, mortgage, pledge, disposition or encumbrance of any of the Subsidiary's assets, other than in the ordinary course of the Subsidiary's business consistent with past practice or as otherwise disclosed in the PPM, or (iii) the merger, consolidation or similar transaction involving the Subsidiary, as a result of which the Company is no longer the sole equity holder of the Subsidiary or the company surviving the transaction; as used in this Section 4.14(b), the term "Subsidiary" refers only to the Company's sole Subsidiary as of the Initial Closing;

(c) the Company shall comply with all applicable laws, including, without limitation, federal and state securities laws and the Sarbanes-Oxley Act of 2002, except where such noncompliance could not have or reasonably be expected to result in a Material Adverse Effect;

(d) the Company shall use its best efforts to file, as soon as practicable following the final Closing Date, a Schedule 14C Information Statement (in form and substance reasonably satisfactory to the Placement Agent and its counsel) with the Commission relating to an amended and restated certificate of incorporation with the Secretary of State of the State of Colorado, to effect (i) a change in the par value of its Common Stock to $0.001 per share, (ii) creation of "blank check" preferred stock, and (iii) changing the name of the Company to Advaxis, Inc.;

(e) the Company shall use its best efforts to file, within 30 days following the Initial Closing Date, with the National Association of Securities Dealers, Inc., or its affiliates, all information required by Rule 15c2-11 under the Exchange Act, if required to enable a market maker to begin trading in the Company's Common Stock; and

(f) as soon as practicable after the Initial Closing, the Company shall change its transfer agent to Continental Stock Transfer & Trust, American Stock Transfer or such other agent as the Company and the Placement Agent may agree.

ARTICLE V.

CONDITIONS TO CLOSINGS

5.1 Conditions to Investors' Obligations at the Closings. With respect to each Closing, the obligation of each Investor to purchase Securities at such Closing is subject to the satisfaction or waiver by such Investor, at or prior to such Closing Date, of the following conditions:

(a) Representations and Warranties True; Performance of Obligations. The representations and warranties made by the Company in Section 3.1 hereof shall be true and correct as of such Closing Date and with respect to the Combined Company with the same force and effect as if they had been made as of such Closing Date, and with respect to Subsequent Closings, the Company shall have updated the Schedules to this Agreement setting forth exceptions to such representations and warranties up through the relevant Subsequent Closing, and the Company shall have performed all obligations and conditions herein required to be performed or observed by it on or prior to such Closing. The Company shall have delivered to the Investors a certificate, duly executed by its Chief Executive Officer, attesting to the satisfaction of the foregoing conditions.

(b) Legal Investment. On such Closing Date, the sale and issuance of the Securities shall be legally permitted by all laws and regulations to which the Investors and the Company are subject.

(c) Consents, Permits, and Waivers. The Company shall have obtained any and all consents, permits and waivers necessary or appropriate for consummation of the transactions contemplated by this Agreement and made all necessary or appropriate filings under applicable "blue sky" laws or otherwise (except for such as may be properly obtained subsequent to such Closing).

(d) Share Exchange and Reorganization Agreement. The closing of the Share Exchange and Reorganization Agreement shall have occurred and the Investors shall have received satisfactory evidence of the same.

(e) Minimum Investment. The aggregate Investment Amount of all Investors shall be at least $1,500,000.

(f) Reverse Split. On or prior to the Initial Closing Date, the Company shall have effected a recapitalization having the same effect as a 1 for 200 reverse stock split (whether through a reverse split or a contribution of shares for cancellation) (the "REVERSE SPLIT") and, if effected through a contribution of shares of Common Stock for cancellation, certificates representing such surrendered shares shall have been received in proper form and shall have been cancelled by the Company giving effect to the Reverse Split.

(g) Secretary's Certificate. The Company shall have delivered to the Investors, a certificate having attached thereto (i) the Company's Charter, certified by the Secretary of State of the State of Colorado, as in effect at the time of such Closing, (ii) the Company's By-Laws as in effect at the time of such Closing, (iii) resolutions approved by the Board of Directors of the Company authorizing the transactions contemplated hereby, (iv) resolutions approved by the Company's stockholders authorizing the filing of the Charter, and (v) good standing certificates (including tax good standing) with respect to the Company from the applicable authority(ies) in Colorado and any other jurisdiction in which the Company is qualified to do business, dated a recent date before such Closing.

(h) Conversion of Advaxis Notes. On the Initial Closing Date, the outstanding bridge notes of Advaxis set forth on Schedule 5.1(h) (the "ADVAXIS NOTES"), shall have been converted into Units pursuant to an agreement among the holders of the Advaxis Notes and Advaxis.

(i) Plan. The Company's 2004 Stock Option and Incentive Plan shall have been adopted by the Board of Directors and the stockholders of the Company and 2,381,525 shares of Common Stock shall have been reserved for issuance under the Plan.

(j) Exchange of Options and Warrants. On or prior to the Initial Closing, (i) all of the issued and outstanding warrants to purchase shares of Advaxis capital stock shall be exchanged for warrants to purchase 584,885 shares of Common Stock and (ii) all of the issued and outstanding options to purchase shares of Advaxis capital stock shall be exchanged for options to purchase an aggregate of 2,381,525 shares of Common Stock.

(k) Standstill Agreement. On or prior to the Initial Closing, the shareholders of Advaxis immediately prior to the closing of the transactions contemplated by the Share Exchange and Reorganization Agreement shall have agreed in writing not to sell any of their interests in the Combined Company until such time as there shall have been filed with and declared effective by the Commission, a registration statement in respect of the Shares purchased by the Investors hereunder.

(l) No Material Adverse Change. From the date of this Agreement to the Initial Closing Date, there shall have been no material adverse change in the business, operations or financial condition of the Company.

(m) Other Documents. All other documents, instruments and writing required by the Investors, to be delivered to them pursuant to this Agreement, in form and substance satisfactory to the Investors.

5.2 Conditions to Obligations of the Company. With respect to each Closing, the Company's obligation to issue and sell the Shares at such Closing is subject to the satisfaction, on or prior to such Closing, of the following conditions:

(a) Representations and Warranties True. The representations and warranties in Section 3.2 made by the Investors who or which are purchasing Securities at such Closing shall be true and correct at the date of such Closing, with the same force and effect as if they had been made on and as of said date.

(b) Performance of Obligations. The Investors who or which are purchasing Securities at such Closing shall have performed and complied with all agreements and conditions herein required to be performed or complied with by such Investors on or before such Closing.

(c) Consents, Permits, and Waivers. The Company shall have obtained any and all consents, permits and waivers necessary or appropriate for consummation of the transactions contemplated by the Agreement (except for such as may be properly obtained subsequent to such Closing).

(d) Share Exchange and Reorganization Agreement. The closing of the Share Exchange and Reorganization Agreement shall have occurred and the Investors shall have received satisfactory evidence of the same.

(e) Minimum Investment. The aggregate Investment Amount of all Investors shall be at least $1,500,000.

(f) Reverse Split. On or prior to the Initial Closing Date, the Company shall have effected the Reverse Split.

(g) Conversion of Advaxis Notes. On the Initial Closing Date, the Advaxis Notes shall have been converted into Units pursuant to an agreement among the holders of the Advaxis Notes and Advaxis.

(h) Plan. The Company's Plan shall have been adopted by the Board of Directors and the stockholders of the Company and 2,381,525 shares of Common Stock shall have been reserved for issuance under the Plan.

(i) Exchange of Options and Warrants. On or prior to the Initial Closing, (i) all of the issued and outstanding warrants to purchase shares of Advaxis capital stock shall be exchanged for warrants to purchase 584,885 shares of Common Stock and (ii) all of the issued and outstanding options to purchase shares of Advaxis capital stock shall be exchanged for options to purchase an aggregate of 2,381,525 shares of Common Stock.

(j) Release of Escrow. On such Closing Date, the Investment Amount payable by each Investor who or which are purchasing Securities at such Closing shall be released from Escrow and delivered to the Company.

ARTICLE VI.

TERMINATION

6.1 (a) This Agreement shall terminate on the earliest to occur of any of the following events (such date of termination, the "TERMINATION DATE"):

(i) termination or rescission of the Share Exchange and Reorganization Agreement;

(ii) the mutual written agreement of a Majority of the Investors and the Company; or

(iii) the close of business on October 15, 2004, or such later date as may be agreed upon by the Company and the Placement Agent, provided, that, if any Closings under this Agreement have occurred prior to such October 15th or later date, then this Agreement shall terminate only as to provisions relating to Subsequent Closings following such date and the representations, warranties, agreements, covenants and obligations of the parties hereto pursuant to this Agreement, as they shall relate to any Closings which have so occurred, will survive.

(b) If the Agreement is terminated pursuant to Section 6.1(a), the funds held in Escrow shall be released and delivered to the applicable Investors.

ARTICLE VII.

MISCELLANEOUS

7.1 Fees and Expenses. The Company shall pay the fees and expenses of its own advisors, counsel, accountants and other experts, and up to $50,000 of the fees and expenses of the Placement Agent's advisors, 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 the Transaction Documents. The Company shall pay all stamp and other taxes and duties levied in connection with the issuance of the Securities under this Agreement.

7.2 Entire Agreement. The Transaction Documents, together with the Exhibits and Schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and supersede 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.

7.3 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 confirmed facsimile at the facsimile number specified in this Section prior to 4:00 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 confirmed facsimile at the facsimile number specified in this Section on a day that is not a Trading Day or later than 4:00 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 shall be as follows:

If to the Company or Advaxis:	Great Expectations and Associates, Inc. c/o Advaxis, Inc. 212 Carnegie Center Suite 206 Princeton, New Jersey 08540 Attn: J. Todd Derbin Facsimile Number: (609) 497-9299
With a copy to:	Reitler Brown & Rosenblatt LLC 800 Third Avenue 21st Floor New York, New York 10022 Attn: Gary Schonwald Facsimile Number: (212) 371-5500
If to an Investor:	To the address set forth under such Investor's name on the signature pages hereof;

or such other address as may be designated in writing hereafter, in the same manner, by such Person.

7.4 Amendments; Waivers. No provision of this Agreement may be waived or amended except in a written instrument signed by (a) the Company, (b) Advaxis and (c) the relevant Investor(s) if such amendment or waiver relates only to certain Investors, or a Majority of the Investors. 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.

7.5 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. This Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement or any of the Transaction Documents.

7.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of a Majority of the Investors. Any Investor may assign any or all of its rights under this Agreement to any Person to whom such Investor assigns or transfers any Securities.

7.7 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, except as otherwise set forth in Section 4.5 as to each Investor Party.

7.8 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 internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all Proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a party hereto or its respective Affiliates, employees or agents) may be commenced non-exclusively in the state and federal courts sitting in the City of New York, Borough of Manhattan (the "NEW YORK COURTS"). Each party hereto hereby irrevocably submits to the non-exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated

hereby or discussed herein (including with respect to the enforcement of the any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any Proceeding, any claim that it is not personally subject to the jurisdiction of any such New York Court, or that such Proceeding has been commenced in an improper or inconvenient forum. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for 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 HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. IF EITHER PARTY SHALL COMMENCE A PROCEEDING TO ENFORCE ANY PROVISIONS OF A TRANSACTION DOCUMENT, THEN THE PREVAILING PARTY IN SUCH PROCEEDING SHALL BE REIMBURSED BY THE OTHER PARTY FOR ITS ATTORNEY'S FEES AND OTHER COSTS AND EXPENSES INCURRED WITH THE INVESTIGATION, PREPARATION AND PROSECUTION OF SUCH PROCEEDING.

7.9 Survival. The representations, warranties, agreements and covenants contained herein shall survive each Closing and the delivery of the Securities.

7.10 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.

7.11 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.

7.12 Rescission and Withdrawal Right. Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) the Transaction Documents, whenever any Investor exercises a right, election, demand or option under a Transaction Document and the Company does not timely perform its related obligations within the periods therein provided, then such Investor may rescind or withdraw, in its sole discretion from time to time upon written notice to the Company, any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights.

7.13 Replacement of Securities. If any certificate or instrument evidencing any Securities 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 Securities. If a replacement certificate or instrument evidencing any Securities is requested due to a mutilation thereof, the Company may require delivery of such mutilated certificate or instrument as a condition precedent to any issuance of a replacement.

7.14 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Investors and the Company will be entitled to specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations described in the foregoing sentence and hereby agrees to waive in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

7.15 Payment Set Aside. To the extent that the Company makes a payment or payments to any Investor pursuant to any Transaction Document or an Investor enforces or exercises its rights thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other person under any law (including, without limitation, any bankruptcy law, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

7.16 Independent Nature of Investors' Obligations and Rights. The obligations of each Investor under any Transaction Document are several and not joint with the obligations of any other Investor, and no Investor shall be responsible in any way for the performance of the obligations of any other Investor under any Transaction Document. The decision of each Investor to purchase Securities pursuant to the Transaction Documents has been made by such Investor independently of any other Investor. Nothing contained herein or in any Transaction Document, and no action taken by any Investor pursuant thereto, shall be deemed to constitute the Investors as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Investors are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Document. Each Investor acknowledges that no other Investor has acted as agent for such Investor in connection with making its investment hereunder and that no Investor will be acting as agent of such Investor in connection with monitoring its investment in the Securities or enforcing its rights under the Transaction Documents. Each Investor shall be entitled to independently protect and enforce its rights, including without limitation the rights arising out of this Agreement or out of the other Transaction Documents, and it shall not be necessary for any other Investor to be joined as an additional party in any proceeding for such purpose.

7.17 Limitation of Liability. Notwithstanding anything herein to the contrary, the Company acknowledges and agrees that the liability of an Investor arising directly or indirectly, under any Transaction Document of any and every nature whatsoever shall be satisfied solely out of the assets of such Investor, and that no trustee, officer, other investment vehicle or any other Affiliate of such Investor or any investor, shareholder or holder of shares of beneficial interest of such a Investor shall be personally liable for any liabilities of such Investor.

7.18 Adjustments in Share Numbers and Prices. In the event of any stock split (other than the Reverse Split), subdivision, dividend or distribution payable in shares of Common Stock (or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly shares of Common Stock (other than conversion of the Advaxis Notes)), combination or other similar recapitalization or event occurring after the date hereof, each reference in the Transaction Document to a number of shares or a price per share shall be amended to appropriately account for such event.

7.19 Further Assurances. Each party agrees to execute such other documents, instruments, agreements and consents, and take such other actions as may be reasonable requested by the other parties hereto to effectuate the purposes of this Agreement.

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SIGNATURE PAGES FOLLOW]

COMPANY COUNTERPART TO
SECURITIES PURCHASE AGREEMENT

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.

GREAT EXPECTATIONS AND ASSOCIATES, INC.

Name:
Title:

Acknowledged and Agreed this __ day of September, 2004

ADVAXIS, INC.

- ---

Name:
Title:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOR INVESTORS FOLLOW]

INVESTOR COUNTERPART TO
SECURITIES PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Securities Purchase Agreement as of this _____ day of _____, 2004.

- ---
Number of Units subscribed for

- ---
Investment Amount

INDIVIDUAL:

Name:

SS#

NON-INDIVIDUAL:

Name of Entity

By:

Name:
Title:

Tax ID #:

ADDRESS*:

Attention:

Facsimile:
---

* INDIVIDUALS SHOULD LIST THEIR PRIMARY RESIDENCE; COMPANIES AND OTHER NON-NATURAL PERSONS SHOULD LIST THEIR PRINCIPAL PLACE OF BUSINESS.

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "AGREEMENT") is made and entered into by and among ADVAXIS, INC., a Colorado corporation (the "COMPANY"), and the investors and other persons and entities signatory hereto (each a "INVESTOR" and collectively, the "INVESTORS"), as of November 12, 2004.

This Agreement is made pursuant to and in connection with the Securities Purchase Agreement, dated as of the date herewith among the Company and certain of the Investors (the "PURCHASE AGREEMENT").

The Company and the Investors hereby agree as follows:

1. Definitions. Capitalized terms used and not otherwise defined herein that are defined in the Purchase Agreement shall have the meanings given such terms in the Purchase Agreement. As used in this Agreement, the following terms shall have the respective meanings set forth in this Section 1:

"EFFECTIVE DATE" means the date that a Registration Statement filed pursuant to Section 2(a) is first declared effective by the SEC.

"EFFECTIVENESS DATE" means: with respect to any Registration Statement required to be filed to cover the resale by the Holders of the Registrable Securities, the earlier of: (a) the 60th day following the applicable Filing Date; provided, that, if the SEC reviews and has written comments to the filed Registration Statement that would require the filing of a pre-effective amendment thereto with the SEC, then the Effectiveness Date under this clause (a)(i) shall be the 90th day following the applicable Filing Date, and (b) the fifth Trading Day following the date on which the Company is notified by the SEC that any such Registration Statement will not be reviewed or is no longer subject to further review and comments

"EFFECTIVENESS PERIOD" shall have the meaning set forth in Section 2(a).

"EXCHANGE ACT" means the Securities Exchange Act of 1934, as amended.

"FILING DATE" means (a) with respect to the initial Registration Statement required to be filed to cover the resale by the Holders of the Registrable Securities, the later of (i) the 30th day following the Initial Closing Date (as defined in the Purchase Agreement); (ii) the 5th day following the last Subsequent Closing (as defined in the Purchase Agreement) and (iii) the 5th day following the date referred to in Section 6.1(a)(iii) of the Purchase Agreement, and (b) with respect to any additional Registration Statements that may be required pursuant to Section 2(a), the 30th day following the date on which the Company first knows, or reasonably should have known, that such additional Registration Statement is required under such Section.

"HOLDER" or "HOLDERS" means the holder or holders, as the case may be, from time to time of Registrable Securities.

"INDEMNIFIED PARTY" shall have the meaning set forth in Section 5(c).

"INDEMNIFYING PARTY" shall have the meaning set forth in Section 5(c).

"LOSSES" shall have the meaning set forth in Section 5(a).

"PENALTY SHARES" SHALL have the meaning set forth in Section 2(b).

"PROCEEDING" means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"PROSPECTUS" means the prospectus included in a Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by the Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

"REGISTRABLE SECURITIES" means (a) the shares of Common Stock issued or issuable to the Investors pursuant to the Purchase Agreement, (b) shares of

Common Stock issued or issuable upon exercise of the Warrants issued to the Investors pursuant to the Purchase Agreement, (c) shares of Common Stock issued to Sunrise Securities Corp. ("SUNRISE"), and/or its designee(s), (d) shares of Common Stock issued or issuable upon exercise of warrants issued to Sunrise and/or its designee(s), (e) shares of Common Stock issued or issuable to the Persons identified on Schedule A attached hereto, (f) shares of Common Stock issued or issuable upon exercise of warrants issued to the Persons identified on Schedule A attached hereto, (g) Penalty Shares, and (h) all shares of Common stock issued or issuable in respect of the shares referred to in subsection (a) through (g) above by virtue of any stock split, stock dividend, recapitalization or similar event.

"REGISTRATION STATEMENT" means the initial registration statement required to be filed in accordance with Section 2(a) and any additional registration statement(s) required to be filed under Section 2(b), including (in each case) the Prospectus, amendments and supplements to such registration statements or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in such registration statements.

"RULE 144" means Rule 144 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such Rule.

"RULE 415" means Rule 415 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such Rule.

"RULE 424" means Rule 424 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such Rule.

"SEC" means the Securities and Exchange Commission.

"SECURITIES ACT" means the Securities Act of 1933, as amended.

2. Registration.

(a) On or prior to the applicable Filing Date, the Company shall prepare and file with the SEC a Registration Statement covering the resale of all Registrable Securities not already covered by an existing and effective Registration Statement for an offering to be made on a continuous basis pursuant to Rule 415. If for any reason the SEC does not permit all of the Registrable Securities to be included in such Registration Statement, then the Company shall prepare and file with the SEC a separate Registration Statement with respect to any such Registrable Securities not included in the initial Registration Statement, as expeditiously as possible, but in no event later than the applicable Filing Date. The Registration Statement shall contain (except if otherwise required pursuant to written comments received from the SEC upon a review of such Registration Statement) the "Plan of Distribution" attached hereto as Annex A. The Company shall cause each such Registration Statement to be declared effective under the Securities Act as soon as possible but, in any event, no later than the Effectiveness Date, and shall use its best efforts to keep each such Registration Statement effective under the Securities Act until the date which is three years after the Effectiveness Date for such Registration Statement, or such earlier date as of which all of the Registrable Securities registered for resale thereunder have been sold (the "EFFECTIVENESS PERIOD").

(b) If: a Registration Statement is not declared effective by the SEC on or prior to its required Effectiveness Date, (any such failure or breach being referred to as an "EVENT," and, the date on which such Event occurs, "EVENT DATE"), then, in addition to any other rights available to the Holders under this Agreement or under applicable law, until the applicable Event is cured, with respect to each 30-day period, following such Event Date the Company shall on the last business day of each 30-day period, issue to each Holder shares of Common Stock as follows: (i) with respect to Holders who or which were party to the Purchase Agreement and purchased Registrable Securities thereunder, the Company shall issue to each such Holder such number of shares of Common Stock as shall equal 2% of such Holder's Investment Amount under the Purchase Agreement based on the per Share Purchase Price and (ii) with respect to Sunrise and/or its designee(s), the Company shall issue to each such Holder such number of shares of Common Stock as shall equal 2% of such Holder's Deemed Investment Amount. As used herein, the term "Deemed Investment Amount" shall mean, with respect to a particular Holder, the amount equal to the product of (A) the number of Registrable Securities held by such Holder (other than Penalty Shares), and (B) an amount equal to the Per Share Purchase Price. Any shares issued to Holders under this Section 2(b) shall be referred to as "PENALTY SHARES."

(c) The Company shall not, prior to the Effective Date of the initial Registration Statement filed under Section 2(a), prepare and file with the SEC a registration statement relating to an offering for its own account or the account of others (other than as contemplated in this Agreement) under the Securities Act of any of its equity securities.

(d) Unless otherwise agreed to by Holders of no less than 50.1% of the Registrable Securities, neither the Company nor any of its securities holders (other than the Holders) may include securities of the Company in any Registration Statement filed pursuant to Section 2(a) other than the Registrable Securities, and that Company shall not after the date hereof enter into any agreement in contravention of the foregoing.

(e) If at any time during the Effectiveness Period, there is not one or more Registration Statements covering the resale of all Registrable Securities and the Company shall determine to prepare and file with the SEC a registration statement relating to an offering for its own account or the account of others under the Securities Act of any of its equity securities, other than of Form S-4 or Form S-8 (each as promulgated under the Securities Act) or their then equivalents relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with stock option or other employee benefit plans, then the Company shall send to each Holder written notice of such determination and if, within 15 Trading Days after receipt of such notice any such Holder shall so request in writing, the Company shall include in such registration statement the Registrable Securities requested by the Holders to be so included.

3. Registration Procedures

In connection with the Company's registration obligations hereunder, the Company shall:

(a) Not less than five Trading Days prior to the filing of a Registration Statement or any related Prospectus or any amendment or supplement thereto, the Company shall furnish to the Holders copies of the "Selling Stockholders" section of such document, the "Plan of Distribution," any risk factor contained in such document that addresses specifically this transaction or the Selling Stockholders, as proposed to be filed which documents will be subject to the review and comment of such Holders, together with a Selling Holder Questionnaire (as defined below) and instructions to complete and return the same to the Company within the time frame prescribed by Section 3(j). The Company shall not file a Registration Statement or any such Prospectus or any amendments or supplements thereto that does not contain the disclosure containing such Holder as a "Selling Stockholder" as provided to the Company by such Holder in connection therewith.

(b) (i) Prepare and file with the SEC pre- or post-effective amendments to each Registration Statement and the Prospectus used in connection therewith to include Registrable Securities issued to Investors pursuant to the Purchase Agreement in a Subsequent Closing (as defined in the Purchase Agreement); (ii) prepare and file with the SEC such amendments, including post-effective amendments, to each Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement continuously effective as to the applicable Registrable Securities for its Effectiveness Period and prepare and file with the SEC such additional Registration Statements in order to register for resale under the Securities Act all of the Registrable Securities; (ii) cause the related Prospectus to be amended or supplemented by any required Prospectus supplement, and as so supplemented or amended to be filed pursuant to Rule 424; (iii) respond as promptly as reasonably possible to any comments received from the SEC with respect to each Registration Statement or any amendment thereto and, as promptly as reasonably possible provide the Holders true and complete copies of all correspondence from and to the SEC relating to such Registration Statement that would not result in the disclosure to the Holders of material and non-public information concerning the Company; and (iv) comply in all material respects with the provisions of the Securities Act and the Exchange Act with respect to the Registration Statements and the disposition of all Registrable Securities covered by each Registration Statement.

(c) Notify the Holders as promptly as reasonably possible (and, in the case of (i)(A) below, not less than three Trading Days prior to such filing) and (if requested by any such Person) confirm such notice in writing no later than one Trading Day following the day: (i)(A) when a Prospectus or any Prospectus supplement or post-effective amendment to a Registration Statement is proposed to be filed; (B) when the SEC notifies the Company whether there will be a "review" of such Registration Statement and whenever the SEC comments in writing on such Registration Statement (the Company shall provide true and complete copies thereof and all written responses thereto to each of the Holders that pertain to the Holders as a Selling Stockholder or to the Plan of Distribution, but not information which the Company believes would constitute material and non-public information); and (C) with respect to each Registration Statement or any post-effective amendment, when the same has become effective; (ii) of any request by the SEC or any other Federal or state governmental authority for amendments or supplements to a Registration Statement or Prospectus or for additional information; (iii) of the issuance by the SEC of any stop order suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose; (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose; and (v) of the occurrence of any event or passage of time that makes the financial statements included in a Registration Statement ineligible for inclusion therein or any statement made in such Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to such Registration Statement, Prospectus or other documents so that, in the case of such Registration Statement or the Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) Use its best efforts to avoid the issuance of, or, if issued, obtain the withdrawal of (i) any order suspending the effectiveness of a Registration Statement, or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, at the earliest practicable moment.

(e) Furnish to each Holder, without charge, at least one conformed copy of each Registration Statement and each amendment thereto and all exhibits to the extent requested by such Person (including those previously furnished) promptly after the filing of such documents with the SEC.

(f) Promptly deliver to each Holder, without charge, as many copies of each Prospectus or Prospectuses (including each form of prospectus) and each amendment or supplement thereto as such Persons may reasonably request. The Company hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling Holders in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto.

(g) Prior to any public offering of Registrable Securities, to register or qualify or cooperate with the selling Holders in connection with the registration or qualification (or exemption from such registration or qualification) of such Registrable Securities for offer and sale under the securities or Blue Sky laws of all jurisdictions within the United States, to keep each such registration or qualification (or exemption therefrom) effective during the Effectiveness Period and to do any and all other acts or things necessary or advisable to enable the disposition in such jurisdictions of the Registrable Securities covered by the Registration Statements.

(h) Cooperate with the Holders to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be delivered to a transferee pursuant to the Registration Statements, which certificates shall be free, to the extent permitted by the Purchase Agreement, of all restrictive legends, and to enable such Registrable Securities to be in such denominations and registered in such names as any such Holders may request.

(i) Upon the occurrence of any event contemplated by Section 3(c)(v), as promptly as reasonably possible, prepare a supplement or amendment, including a post-effective amendment, to the affected Registration Statements or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, no Registration Statement nor any Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(j) Each Holder agrees to furnish to the Company a completed Questionnaire in the form attached to this Agreement as Annex B (a "SELLING HOLDER QUESTIONNAIRE"). The Company shall not be required to include in a Registration Statement the Registrable Securities of a Holder and shall not be required to pay any damages under Section 2(c) hereof to such Holder who fails to furnish to the Company a fully completed Selling Holder Questionnaire at least two Trading Days prior to the Filing Date (subject to the requirements set forth in Section 3(a)).

(k) In the time and manner required by each Trading Market, (i) prepare and file with such Trading Market an additional shares listing application covering all the Registrable Securities, (ii) take all steps necessary to cause such Registrable Securities to be approved for listing on each Trading Market as soon as possible thereafter, (iii) if requested by any Holder, provide to such Holder evidence of such listing and (iv) maintain the listing of all such Registrable Securities on each such Trading Market.

(l) Cooperate with any due diligence investigation undertaken by the Holders in connection with the sale of the Registrable Securities, including, without limitation, by making available any documents and information; provided, that the Company will not deliver or make available to any Holder material, nonpublic information unless such Holder specifically requests in writing to receive such material, nonpublic information.

(m) Comply with all applicable rules and regulations of the SEC.

4. Registration Expenses. All fees and expenses incident to the performance of or compliance with this Agreement by the Company shall be borne by the Company whether or not any Registrable Securities are sold pursuant to a Registration Statement. The fees and expenses referred to in the foregoing sentence shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses (A) with respect to filings required to be made with any Trading Market on which the Common Stock is then listed for trading, and (B) in compliance with applicable state securities or Blue Sky laws), (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities and of printing prospectuses if the printing of prospectuses is reasonably requested by the holders of a majority of the Registrable Securities included in the Registration Statement), (iii) messenger, telephone and delivery expenses, (iv) fees and disbursements of counsel for the Company, (v) Securities Act liability insurance, if the Company so desires such insurance, (vi) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement, and (vii) listing fees to be paid by the Company to any Trading Market. In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit and the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange as required hereunder. Notwithstanding the foregoing, the fees and expenses shall not include underwriting discounts and selling fees applicable to the sale.

5. Indemnification.

(a) Indemnification by the Company. The Company shall, notwithstanding any termination of this Agreement, indemnify and hold harmless each Holder, the officers, directors, agents, investment advisors, partners, members, managers, stockholders, trustees and employees of each of them, each Person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, agents, partners, members, managers, stockholders, trustees and employees of each such controlling Person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable costs of preparation and reasonable attorneys' fees) and expenses (collectively, "LOSSES"), as incurred, arising out of or relating to (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary

prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading or (ii) any violation or alleged violation by the Company of the Securities Act, the Securities and Exchange Act of 1934, as amended, state ("blue sky") securities laws or any rule or regulation promulgated thereunder and relating to action or inaction required of the Company in connection with any such Registration Statement, Prospectus, amendment or supplement, except to the extent, but only to the extent, that (A) such untrue statements or omissions are based solely upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein, or to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by such Holder expressly for use in the Registration Statement, such Prospectus or such form of Prospectus or in any amendment or supplement thereto (it being understood that the Holder has approved Annex A hereto for this purpose) or (B) in the case of an occurrence of an event of the type specified in Section 3(c)(ii)-(v), the use by such Holder of an outdated or defective Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated or defective and prior to the receipt by such Holder of Advice or an amended or supplemented Prospectus, but only if and to the extent that following the receipt of Advice or the amended or supplemented Prospectus the misstatement or omission giving rise to such Loss would have been corrected. The Company shall notify the Holders promptly of the institution, threat or assertion of any Proceeding of which the Company is aware in connection with the transactions contemplated by this Agreement.

(b) Indemnification by Holders. Each Holder shall, severally and not jointly, indemnify and hold harmless the Company, its directors, officers, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling Persons, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, arising solely out of or based solely upon: (x) such Holder's failure to comply with the prospectus delivery requirements of the Securities Act or (y) any untrue statement of a material fact contained in any Registration Statement, any Prospectus, or any form of prospectus, or in any amendment or supplement thereto, or arising solely out of or based solely upon any omission of a material fact required to be stated therein or necessary to make the statements therein not misleading to the extent, but only to the extent that, (i) such untrue statements or omissions are based solely upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein, or to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by such Holder expressly for use in the Registration Statement (it being understood that the Holder has approved Annex A hereto for this purpose), such Prospectus or such form of Prospectus or in any amendment or supplement thereto or (ii) in the case of an occurrence of an event of the type specified in Section 3(c)(ii)-(v), the use by such Holder of an outdated or defective Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated or defective and prior to the receipt by such Holder of Advice or an amended or supplemented Prospectus, but only if and to the extent that following the receipt of Advice or the amended or supplemented Prospectus the misstatement or omission giving rise to such Loss would have been corrected. In no event shall the liability of any selling Holder hereunder be greater in amount than the dollar amount of the net proceeds received by such Holder upon the sale of the Registrable Securities giving rise to such indemnification obligation.

(c) Conduct of Indemnification Proceedings. If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "INDEMNIFIED PARTY"), such Indemnified Party shall promptly notify the Person from whom indemnity is sought (the "INDEMNIFYING PARTY") in writing, and the Indemnifying Party shall assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all fees and expenses incurred in connection with defense thereof; provided, that the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that it shall be finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) that such failure shall have proximately and materially adversely prejudiced the Indemnifying Party.

An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees and expenses; (2) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding; or (3) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and such Indemnified Party shall have been advised by counsel that a conflict of interest is likely to exist if the same counsel were to represent such Indemnified Party and the Indemnifying Party (in which case, if such Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense thereof and such counsel shall be at the expense of the Indemnifying Party). The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending Proceeding in respect of which any Indemnified Party is a party, unless such settlement requires only the payment of cash or other consideration by the Indemnifying Party on behalf of the Indemnified Party and includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding.

All fees and expenses of the Indemnified Party (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section) shall be paid to the Indemnified Party, as incurred, within ten Trading Days of written notice thereof to the Indemnifying Party (regardless of whether it is ultimately determined that an Indemnified Party is not entitled to indemnification hereunder; provided, that the Indemnifying Party may require such Indemnified Party to undertake to reimburse all such fees and expenses to the extent it is finally judicially determined that such Indemnified Party is not entitled to indemnification hereunder).

(d) Contribution. If a claim for indemnification under Section 5(a) or 5(b) is unavailable to an Indemnified Party (by reason of public policy or otherwise), then each Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in Section 5(c), any reasonable attorneys' or other reasonable fees or expenses incurred by such party in connection with any Proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section was available to such party in accordance with its terms.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 5(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 5(d), no Holder shall be required to contribute, in the aggregate, any amount in excess of the amount by which the proceeds actually received by such Holder from the sale of the Registrable Securities subject to the Proceeding exceeds the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission.

The indemnity and contribution agreements contained in this Section are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who is not guilty of such fraudulent misrepresentation.

6. Miscellaneous

(a) Remedies. In the event of a breach by the Company or by a Holder, of any of their obligations under this Agreement, each Holder or the Company, as the case may be, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The Company and each Holder agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

(b) Compliance. Each Holder covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it in connection with sales of Registrable Securities pursuant to the Registration Statement.

(c) Discontinued Disposition. Each Holder agrees that, upon receipt of a notice from the Company of the occurrence of any event of the kind described in Section 3(c)(ii) - (v), such Holder will forthwith discontinue disposition of such Registrable Securities under the Registration Statement until such Holder's receipt of the copies of the supplemented Prospectus and/or amended Registration Statement or until it is advised in writing ("ADVICE") by the Company that the use of the applicable Prospectus may be resumed, and, in either case, has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such Prospectus or Registration Statement. The Company may provide appropriate stop orders to enforce the provisions of this paragraph.

(d) Amendments and Waivers. No provision of this Agreement may be waived or amended except in a written instrument signed by the Company and the Holders of no less than 50.1% of the outstanding Registrable Securities. 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.

(e) 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 (i) the date of transmission, if such notice or communication is delivered via confirmed facsimile at the facsimile telephone number specified in this Section prior to 4:00 p.m. (New York City time) on a Trading Day, (ii) the Trading Day after the date of transmission, if such notice or communication is delivered via confirmed facsimile at the facsimile telephone number specified in this Agreement later than 4:00 p.m. (New York City time) on any date and earlier than 11:59 p.m. (New York City time) on such date, (iii) the Trading Day following the date of mailing, if sent by nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as follows:

If to the Company: Advaxis, Inc.
212 Carnegie Center
Suite 206
Princeton, New Jersey 08540
Attn: J. Todd Derbin

If to the Company: Reitler Brown & Rosenblatt LLC
800 Third Avenue
21st Floor
New York, New York 10022
Attn: Gary Schonwald

If to an Investor: To the address set forth under such Investor's name on the signature pages hereto.

If to any other Person who is then the registered Holder:

To the address of such Holder as it appears in the stock transfer books of the Company

or such other address as may be designated in writing hereafter, in the same manner, by such Person.

(f) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties and shall inure to the benefit of each Holder. The Company may not assign its rights or obligations hereunder without the prior written consent of each Holder. Each Holder may assign their respective rights hereunder in the manner and to the Persons as permitted under the Purchase Agreement.

(g) Execution and Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

(h) 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 internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all Proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement (whether brought against a party hereto or its respective Affiliates, employees or agents) may be commenced non-exclusively in the state and federal courts sitting in the City of New York, Borough of Manhattan, (the "NEW YORK COURTS"). Each party hereto hereby irrevocably submits to the non-exclusive jurisdiction of the New York Courts 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 Proceeding, any claim that it is not personally subject to the jurisdiction of any New York Court, or that such Proceeding has been commenced in an improper or inconvenient forum. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for 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 HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. IF EITHER PARTY SHALL COMMENCE A PROCEEDING TO ENFORCE ANY PROVISIONS OF THIS AGREEMENT, THEN THE PREVAILING PARTY IN SUCH PROCEEDING SHALL BE REIMBURSED BY THE OTHER PARTY FOR ITS ATTORNEY'S FEES AND OTHER COSTS AND EXPENSES INCURRED WITH THE INVESTIGATION, PREPARATION AND PROSECUTION OF SUCH PROCEEDING.

(i) Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

(j) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(k) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(l) Independent Nature of Investors' Obligations and Rights. The obligations of each Investor hereunder is several and not joint with the obligations of any other Investor hereunder, and no Investor shall be responsible in any way for the performance of the obligations of any other Investor hereunder. The decision of each Investor to acquire Registrable Securities pursuant to the Transaction Documents has been made independently of any other Investor. Nothing contained herein or in any other agreement or document delivered at any closing, and no action taken by any Investor pursuant hereto or thereto, shall be deemed to constitute the Investors as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Investors are in any way acting in concert with respect to such obligations or the transactions contemplated by this Agreement. Each Investor acknowledges that no other Investor has acted as agent for such Investor in connection with making its investment hereunder and that no Investor will be acting as agent of such Investor in connection with monitoring its investment in the Securities or enforcing its rights under the Transaction Documents. Each Investor shall be entitled to protect and enforce its rights, including without limitation the rights arising out of this Agreement, and it shall not be necessary for any other Investor to be joined as an additional party in any Proceeding for such purpose.

(m) Further Assurances. Each party agrees to execute such other documents, instruments, agreements and consents, and take such other actions as may be reasonable requested by the other parties hereto to effectuate the purposes of this Agreement.

(n) Entire Agreement. This Agreement and the Purchase Agreement, together with the Exhibit, Annexes and Schedules hereto and thereto, contain the entire understanding of the parties with respect to the subject matter hereof and supersede 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

ADVAXIS, INC.

By:

Name: J. Todd Derbin
Title: Chief Executive Officer

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES OF INVESTOR TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

INVESTOR

INDIVIDUAL:

Name:

NON-INDIVIDUAL:

Name of Entity

By:

Name:
Title:

ADDRESS*:

Attention:

Facsimile:
---

* INDIVIDUALS SHOULD LIST THEIR PRIMARY RESIDENCE; COMPANIES AND OTHER NON-NATURAL PERSONS SHOULD LIST THEIR PRINCIPAL PLACE OF BUSINESS

Plan of Distribution

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

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

The Selling Stockholders may also sell shares under Rule 144 under the Securities Act, if available, rather than under this prospectus.

Broker-dealers engaged by the Selling Stockholders may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the Selling Stockholders (or, if any broker-dealer acts as agent for the purchaser of shares, from the purchaser) in amounts to be negotiated. The Selling Stockholders do not expect these commissions and discounts to exceed what is customary in the types of transactions involved.

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

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

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

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

The Company is required to pay all fees and expenses incident to the registration of the shares. The Company has agreed to indemnify the Selling Stockholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act.

Schedule A

Open Ventures, LLC
University of Pennsylvania
Yvonne Paterson
Crestwood, LLC
Flamm Family Partners LP
James Patton
Roni Appel
William Kahn
Trinita LLC
Richard Yelovich
Charles Kwon
Tracy Yun
Thomas McKearn
Carmel Ventures, Inc.
Gene Mancino
Lilian Flamm
Marilyn Mendell
J. Todd Derbin
Scott Flamm
Jonas Grossman
Kerry Propper

Annex B

SELLING HOLDER QUESTIONNAIRE

A. GENERAL INFORMATION

1. Name:
Date:

2. Principal Office:
Address:

Telephone:

Telecopy:

B. BENEFICIAL OWNERSHIP OF EQUITY SECURITIES OF THE COMPANY

3. As of the date hereof:

(a) you,

(b) your spouse,*

(c) your minor children,*

(d) any other relative of yours or of your spouse who shares your home (if applicable, please name each such relative),*

(e) any affiliate of yours, or

(f) any other associate of yours (if applicable, please name each such associate)

owned beneficially, directly or indirectly, the following equity securities of the Company and any subsidiary of the Company:

- --------
* Please refer to the definitions of beneficial ownership in Appendix A regarding the views of the Securities and Exchange Commission and some courts with respect to securities held by family members.

Person	Number of Shares Beneficially Owned: Common Stock	Warrants	Stock Options
TOTAL:			

4. Does any person other than you have the power to vote any of the preceding shares, or the power to dispose of such shares, or does any person share either of those powers with you?

If so, please describe.

C. TRANSACTIONS AND RELATIONSHIPS WITH THE COMPANY

5. The following describes any transaction within the past three years or any proposed transaction to which the Company or any subsidiary was, is or is to be a party (whether or not in the ordinary course of business) and in which

(a) you,

(b) any of your immediate family members,

(c) any firm, corporation, or other entity in which you or any of your immediate family members had, have or will have a position or relationship,

(d) any affiliate of yours, or

(e) any associate of yours

had, have or will have any direct or indirect interest:

6. Have you had, or propose to have, any position, office or other relationship in the past three years with the Company, any subsidiary, or any predecessor of the Company?

If so, please describe:

D. AFFILIATION WITH BROKER DEALERS

7. Are you a member of the NASD, an affiliate of a member, a person associated with a member, an associated person of a member or do you have any association or other affiliation through share ownership or otherwise with a member of the NASD?

If so, please describe:

* * *

The statements supplied by the undersigned in this questionnaire are true, complete and correct to the best knowledge of the undersigned after reasonable inquiry as of the date hereof. The undersigned hereby confirms that he or it has not entered into any arrangement with an agent or broker-dealer for the sale of the securities held by the undersigned. The undersigned agrees promptly to notify Gary Schonwald of Reitler Brown & Rosenblatt LLC, outside counsel to the Company (212/209-3050), or J. Todd Derbin at the Company (609/497-7555), if any event of which the undersigned becomes aware should occur between now and the termination of the distribution of securities pursuant to the resales contemplated by the Registration Statement that would cause the answer to any question to change or cause the Registration Statement or any amendment to contain a misrepresentation or omission of a material fact relating to the undersigned.

By: _____

Name: _____

Title: _____

APPENDIX A

Affiliate - An "affiliate" of a specified person is a person that, directly or indirectly through one or more intermediaries, controls, or is controlled by or is under common control with the person specified. For these purposes, "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

Associate - The term "associate" with respect to a person means (a) any corporation or organization (except the Company and its Subsidiaries) of which a person is an officer or partner, or of which such person is, directly or indirectly, the owner beneficially of 10% or more of any class of equity security and (b) any trust or other estate in which a person has a beneficial interest or as to which such person serves as trustee or in a similar fiduciary capacity.

Beneficially - The term "beneficially" as applied to an interest in securities describes any interest in the securities in question which entitles a person to any of the rights or benefits of ownership, even though such person is not the holder or owner of record. Interests in securities held in an estate, trust or partnership, or by a nominee, are examples of beneficial interests.

If a person has any contract, understanding, relationship, agreement or other arrangement with any other person with respect to securities, pursuant to which such first person obtains benefits substantially equivalent to the ownership of securities, that person should consider such securities as "beneficially owned" by it. For purposes of this questionnaire, a person will be regarded as having benefits substantially equivalent to ownership of securities if:

(a) directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise such person has or shares

  (i) voting power, which includes the power to vote, or to direct the voting of, the security; and/or

  (ii) investment power, which includes the power to dispose of, or to direct the disposition of, the security;

(b) such person has the right to acquire beneficial ownership of the security, within 60 days, including, but not limited to, any right to acquire

  (i) through the exercise of any option, warrant or right;

  (ii) through the conversion of a security;

  (iii) pursuant to a power to revoke a trust, discretionary account or similar arrangement; or

  (iv) pursuant to the automatic termination of a trust, discretionary account or similar arrangement; or

(c) such person can apply income from the securities to meet expenses which such person otherwise would meet from other sources.

A person is also considered to be the beneficial owner of a security if such person, directly or indirectly, creates or uses a trust, proxy, power of attorney, pooling arrangement or any other contract, arrangement or device with the purpose or effect of divesting such person of beneficial ownership of such security or preventing the vesting of such beneficial ownership as part of a plan or scheme to evade the reporting requirements of Section 13(d) or 13(g) of the Securities Exchange Act.

If a person has any reason to believe that any interest such person has in securities, however remote, might be described as a beneficial interest, such interest should be described.

The Securities and Exchange Commission has taken the view, with which some courts have agreed, that a person may be regarded as the beneficial owner of securities held in the name of his spouse, minor children or other relatives of his or his spouse who shares his home, if such relationship results in such person obtaining benefits substantially equivalent to ownership of such securities. We will assume, however, that you do not consider that you beneficially own any securities you list in answer to Question 3 and 4 as being owned by such persons. If you do consider that you are the beneficial owner of such securities, please list them as being owned by you.

Conflict of interest - Presumed to exist when: (a) a member and/or its associated persons, parent or affiliates in the aggregate beneficially own 10% or more of the outstanding subordinated debt of a company; (b) a member and/or its associated persons, parent or affiliates in the aggregate beneficially own 10% or more of the common equity of a company which is a corporation, or beneficially own a general limited or special partnership interest in 10% or more of the distributable profits or losses of a company; or (c) a member and/or its associated persons, parent or affiliates in the aggregate beneficially own 10% or more of the preferred equity of a company.

Immediate Family Member - The term "immediate family member" includes a person's spouse, parents, children, siblings, mothers and fathers-in-law, sons and daughters-in-law, and brothers and sisters-in-law.

Issuer - The issuer of the securities offered to the public, any selling security holder offering securities to the public, any affiliate of the issuer or selling security holder, and the officers or general partners, directors, employees and security holders thereof.

Member - any individual, partnership, corporation or other legal entity that is a broker or dealer admitted to membership in the NASD.

An entity is deemed to have participated in a public offering where such entity participates in the preparation of the offering or other documents, participates in the distribution of the offering on an underwritten, non-underwritten, or any other basis, furnishes customer and/or broker lists for solicitation, or participates in an advisory or consulting capacity to the issuer related to the offering.

Person - The term "person" refers both to natural persons as well as to business entities such as corporations, partnerships, limited liability companies, associations, joint stock companies, business trusts and unincorporated organizations.

Person associated with a member or associated person of a member - Every sole proprietor, general or limited partner, officer, director or branch manager of any member, or any natural person occupying a similar status or performing similar functions, or any natural person engaged in the investment banking or securities business who is directly or indirectly controlling or controlled by such member (for example, any employee), whether or not any such person is registered or exempt from registration with the NASD. Thus, person associated with a member or associated person of a member includes a sole proprietor, general or limited partner, officer, director or branch manager of an organization of any kind (whether a corporation, partnership or other business entity) which itself is either a member or a person associated with a member or associated person of a member. In addition, an organization of any kind is a person associated with a member or associated person of a member if its sole proprietor or any one of its general or limited partners, officers, directors or branch managers is a member, person associated with a member or associated person of a member.

Underwriter or related person - Underwriters, underwriter's counsel, financial consultants and advisors, finders, members of the selling or distribution group, any member (2) participating in the public offering and any and all other persons associated with or related to, and members of the Immediate Family of, any of such persons.

STANDSTILL AGREEMENT, dated as of November 12, 2004 (this "Agreement"), by and among Great Expectations and Associates, Inc., a Colorado corporation (the "Company"), and the persons listed on Schedule I attached hereto (collectively, the "Stockholders").

INTRODUCTION

Certain of the Stockholders are party to a Share Exchange and Reorganization Agreement, dated as of August 25, 2004 (the "Share Exchange"), by and among the Company, Advaxis and such Stockholders, pursuant to which (a) the Company will acquire all of the issued and outstanding shares of capital stock of Advaxis in exchange for shares of the Company's common stock, and (b) Advaxis will become as a wholly-owned subsidiary of Company (the "Acquisition");

The Company has entered into that certain Securities Purchase Agreement, dated as of September 14, 2004 (the "Purchase Agreement"), by and between the Company and the investors signatory thereto (collectively, the "Investors"), pursuant to which the Company is offering to sell to the Investors a minimum of $1,500,000 of its securities and a maximum of $7,000,000 of its securities (subject to an increase to $10,000,000 at the election of the Company) (the "Offering");

Pursuant to Section 5.1(k) of the Purchase Agreement, it is a condition precedent to the Initial Closing (as defined in the Purchase Agreement) of the Offering that the Stockholders agree in writing not to sell any of their interests in the Company until such time as there shall have been filed with and declared effective by the Securities and Commission, a registration statement in respect of the Shares (as defined in the Purchase Agreement) purchased by the Investors thereunder.

The Stockholders acknowledge and agree that they will benefit from the consummation of the Offering and, in order to induce the Company and the Investors to consummate the Offering contemplated by the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

AGREEMENT

SECTION 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meaning given such terms in the Purchase Agreement to the extent the same are defined therein.

SECTION 2. Standstill. Each Stockholder agrees not to effect any sale, transfer or distribution of his, her or its equity securities in the Company, or any securities convertible into or exchangeable or exercisable for such securities, during the period from the closing of the Acquisition until the earlier of (i) the date that a registration statement with respect to the Shares purchased by the Investors pursuant to the Purchase Agreement has been filed with and declared effective by the Securities and Exchange Commission and (ii) the first year anniversary of the date hereof, unless (a) such sale, transfer or distribution is approved in writing by a Majority of the Investors, and (b) the transferee of such sold, transferred or distributed securities agrees in writing to be bound by the terms of this Agreement to the same extent as if they had originally been a party hereto.

SECTION 3. Further Assurances. Each party agrees to execute such other documents, instruments, agreements and consents, and take such other actions as may be reasonably requested by the other parties hereto or by a Majority of the Investors to effectuate the purposes of this Agreement.

SECTION 4. Miscellaneous.

(a) Notices. Any consent, notice or report required or permitted to be given or made under this Agreement by one of the parties hereto to the other shall be in writing, delivered personally or by facsimile (and promptly confirmed by personal delivery, U.S. first class mail or courier), internationally recognized courier service, postage prepaid (where applicable), addressed to such other party at its address indicated below, or to such other address as the addressee shall have last furnished in writing to the addressor and (except as otherwise provided in this Agreement) shall be effective upon receipt by the addressee.

If to the Company: Great Expectations and Associates, Inc.
c/o Advaxis, Inc.
212 Carnegie Center, Suite 206
Princeton, New Jersey 08540
Attn: J. Todd Derbin
Facsimile Number: (609) 497-9299

With a copy to: Reitler Brown & Rosenblatt LLC
800 Third Avenue, 21st Floor
New York, New York 10022
Attn: Gary Schonwald
Facsimile Number: (212) 371-5500

If to a Stockholder: To the address set forth under such Stockholder's name on the signature page;

(b) Assignment. This Agreement may not be assigned or otherwise transferred, nor, except as expressly provided hereunder, may any right or obligations hereunder be assigned or transferred by either party without the prior written consent of the other party. Any permitted assignee shall assume all obligations of its assignor under this Agreement.

(c) Headings. The captions to the several Articles and Sections hereof are not a part of this Agreement, but are merely guides or labels to assist in locating and reading the several Articles and Sections hereof.

(d) Severability. If one or more provisions of this Agreement be or become invalid, the parties hereto shall substitute, by mutual consent, valid provisions for such invalid provisions which valid provisions in their economic effect are sufficiently similar to the invalid provisions that it can be reasonably assumed that the parties would have entered into this Agreement with such provisions. In case such provisions cannot be agreed upon, the invalidity of one or several provisions of this Agreement shall not affect the validity of this Agreement as a whole, unless the invalid provisions are of such essential importance to this Agreement that it is to be reasonably assumed that the parties would not have entered into this Agreement without the invalid provisions.

(e) Waiver. The waiver by either party hereto of any right hereunder or the failure to perform or of a breach by the other party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said other party whether of a similar nature or otherwise.

(f) Entire Agreement. This Agreement is the agreement referred to in Section 5.1(k) of the Purchase Agreement and, together with the Purchase Agreement, contains the entire understanding of the parties with respect to the subject matter hereof. All express or implied agreements and understandings, either oral or written, heretofore made are expressly superseded by this Agreement. This Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by both parties hereto and the written consent of a Majority of Investors. No prior drafts of this Agreement may be used in the construction or interpretation of this Agreement.

(g) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAWS PROVISIONS).

(h) CONSENT TO JURISDICTION. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF ANY FEDERAL OR STATE COURT OF NEW YORK SITTING IN NEW YORK CITY AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LITIGATED EXCLUSIVELY IN SUCH COURTS. EACH OF THE PARTIES AGREES NOT TO COMMENCE ANY LEGAL PROCEEDING RELATED HERETO EXCEPT IN SUCH COURT. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING IN ANY SUCH COURT AND HEREBY FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(i) WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(j) Third Party Beneficiaries. The Investors shall be deemed third party beneficiaries to this Agreement and shall be entitled to rely on the terms and provisions hereof as if party hereto.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement in a manner legally binding upon them as of the date first above written.

GREAT EXPECTATIONS AND ASSOCIATES, INC.

BY_____
NAME:
TITLE:

OPEN VENTURES, LLC

BY: _____
NAME:
TITLE:
ADDRESS: c/o Roni Appel
22 Ruth Lane
Demarest, NJ 07627

THE TRUSTEES OF THE
UNIVERSITY OF PENNSYLVANIA

BY:_____
NAME:
TITLE:
ADDRESS: University Of Pennsylvania
Transfer
3160 Chestnut Street
Suite 200
Philadelphia, PA 19104

CRESTWOOD, LLC

BY:_____
NAME:
TITLE:
ADDRESS: 109 Boulevard Drive
Danbury, CT 06810

FLAMM FAMILY PARTNERS, LP

BY:_____
NAME:
TITLE:
ADDRESS: c/o Scott Flamm
70 West Road
Short Hills, NJ 07078

TRINITA LLC

BY:_____
NAME:
TITLE:
ADDRESS: c/o Morten Kielland,
22 Painters Lane,
Chesterbrook, PA 19087

_____
YVONNE PATERSON
ADDRESS: 323 Johnson Pavilion
36th St. and Hamilton Walk
Philadelphia, PA 19104_6076

_____
JAMES PATTON
ADDRESS: c/o Millennium Oncology
Management
250 West Lancaster Avenue
Suite 100
Paoli, PA 19301

_____
RONI APPEL
ADDRESS: 22 Ruth Lane
Demarest, NJ 07627

_____
WILLIAM KAHN
ADDRESS: 7903 Long Meadow Road
Baltimore, MD 21208

_____
RICHARD YELOVICH
ADDRESS: C/O Millennium Oncology
Management
250 West Lancaster Avenue
Suite 100
Paoli, PA 19301

_____
CHARLES KWON
ADDRESS: 834 Monroe Street
Evanston, IL 60202

_____
TRACY YUN
ADDRESS: 90 LaSalle Street
Apt. #13G
New York, NY 10027

_____
THOMAS MCKEARN
ADDRESS: 6040 Lower Mountain Road
New Hope, PA 18938

_____
J. TODD DERBIN

CARMEL VENTURES, INC.

BY: _____
NAME: RONI APPEL
TITLE:
ADDRESS: 22 Ruth Lane
Demarest, NJ 07627

CRESTWOOD HOLDINGS, LLC

BY:_____
NAME:
TITLE:
ADDRESS: c/o Ran Nizan
109 Boulevard Drive
Danbury, CTO 06810

_____
ADELE PFENNINGER
ADDRESS: 12 Spring Brook Road
Annandale, NJ 08801

_____
EUGENE MANCINO
ADDRESS: Blau Mancino
12 Roszel Road
Suite C-101
Princeton, NJ 08540

_____
ITAI PORTNIO
ADDRESS: 26 Yakinton Street
Haifa, Israel 34406

_____
KELLY PROPPER
ADDRESS: 59 Horatio Street
New York, NY 10015

_____
MORDECHAI MASHIACH
ADDRESS: 8 Shlomzion Hamalka
Haifa, Israel 33406

3701 LIMITED PARTNERSHIP

BY:_____
NAME:
TITLE:
ADDRESS:

CORNUCOPIA PHARMACEUTICALS, INC.

BY:_____
NAME:
TITLE:
ADDRESS:

_____
JAMES PAUL
ADDRESS:

_____
MARILYN MANDELL
ADDRESS: 5257 Fountains Dr. South
Apt. 304
Lake Worth, FL 33467

_____
CATHERINE JANUS
ADDRESS: 4817 Creak Drive
Western Spring, IL 60558

_____

JONAS GROSSMAN
ADDRESS: 59 Horatio Street
New York, NY 10014

_____

MARY ANN RYAN FRANCIS
ADDRESS:1115 Beanaqt Ave.
Seaside Park, NJ 08752

_____

GINA FERARRI
ADDRESS: 36 Stone Run Road
Bedmingter, NJ 07921

_____

CHAIM CYMERMAN,
ADDRESS:

_____

PEGGY FERN
ADDRESS: 1548 Herlong Court
Rock Hill, SC 29732

_____

SCOTT FLAMM
ADDRESS: 70 West Road
Short Hills, NJ 07078

_____

LILLIAN FLAMM
ADDRESS: c/o Scott Flamm
70 West Road
Short Hills, NJ 07078

SCHEDULE I

Open Ventures, LLC
The Trustees of the University of Pennsylvania
Yvonne Paterson
Crestwood, LLC
Flamm Family Partner, LP
James Patton
Roni Appel
William Kahn
Trinita LLC
Richard Yelovich
Charles Kwon
Tracy Yun
Thomas McKearn
J. Todd Derbin
Crestwood Holdings, LLC
Marilyn Mendell
Scott Flamm
Jonas Grossman
Lillian Flamm
Kelly Propper
Gina Ferarri
Adele Pfenninger
Peggy Fern
Eugene Mancino
James Paul
Catherine Janus
Mary Ann Ryan Francis
Mordechai Mashiach
Itai Portnio
Cornucopia Pharmaceuticals, Inc.
3701 Limited Partnership
Chaim Cymerman

Exhibit 14.1

CODE OF BUSINESS CONDUCT AND ETHICS
OF
Great Expectations and Associates, Inc.

EFFECTIVE DATE: November 12, 2004

INTRODUCTION

Great Expectations and Associates, Inc. expects that directors, officers and employees will conduct themselves ethically and properly as a matter or course and comply with the guidelines set forth below.

This Code of Business Conduct and Ethics (this "Code") is prepared, in large part, due to the requirements of the Sarbanes-Oxley Act of 2002 and rules of New York Stock Exchange, NASD Stock Market and/or any exchange upon which the Company's stock may be traded and is applicable to Great Expectations and Associates, Inc. and all direct and indirect U.S. subsidiaries (hereinafter referred to collectively as the "Company"). Directors, officers and employees of foreign subsidiaries are also expected to act properly and consistent with country-specific guidelines developed for such subsidiaries.

This Code exists to provide the Company's directors, officers, employees, shareholders, suppliers and members of the general public with an official statement as to how the Company conducts itself internally and in the marketplace and certain standards that the Company shall require of its directors, officers and employees.

The Company's Compliance Officer on the Effective Date of this Code is J. Todd Derbin and the term "Compliance Officer", as used in this Code, refers to the Company's current Compliance Officer and any subsequent person appointed to that office.

PURPOSE

This Code is intended to provide a codification of standards that is reasonably designed to deter wrongdoing and to promote the following:

- Honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- Full, fair, accurate, timely and understandable disclosure in reports and documents that the Company files with, or submits to, the Securities and Exchange Commission (the "SEC") and in other public communications made by the Company;
- Compliance with applicable governmental laws, rules and regulations;
- The prompt internal reporting to an appropriate person or persons identified in this Code for violations of this Code; and
- Accountability for adherence to this Code.

SCOPE

This Code applies to the Company's Chairman of the Board, Chief Executive Officer, Chief Financial Officer, Controller and persons performing similar functions as well as to all directors, officers and employees of the Company. As used herein, the term "employees" shall be deemed to include each of the foregoing persons unless specifically stated otherwise or unless the context clearly indicates otherwise.

POLICY PROVISIONS

Under this Code, all directors, officers (including the Company's Chairman of the Board, Chief Executive Officer, Chief Financial Officer, Controller and persons performing similar functions) and employees are expected to conduct business for the Company in the full spirit of honest and lawful behavior and shall not cause another director, officer, employee or non-employee to act otherwise, either through inducement or coercion.

I. Conflicts of Interest and Other Matters

Conflicts of interest may arise when an employee's position or responsibilities with the Company present an opportunity for personal gain apart from the normal compensation provided through employment. The following guidelines are provided:

A. Protection and Proper Use of Company Funds and Assets

The assets of the Company are much more than its properties, facilities, equipment, corporate funds and computer systems; they include technologies and concepts, business strategies and plans, as well as information about its business. These assets may not be improperly used and/or used to provide personal benefits for employees. In addition, employees may not provide outside persons with assets of the Company for the employee's personal gain or in such a manner as to be detrimental to the Company. Employees should protect the Company's assets and ensure their efficient and proper use. Theft, carelessness and waste have a direct impact on the Company's profitability. All Company assets should be used for legitimate business purposes.

B. Confidential Information

As part of an employee's job, he/she may have access to confidential information about the Company, its employees, agents, contractors, customers, suppliers and competitors. Unless released to the public by management, this information should not be disclosed to fellow employees who did not have a business need to know or to non-employees for any reason, except in accordance with established corporate procedures. Confidential information of this sort includes, but is not limited to, information or data on operations, business strategies and growth, business relationships, processes, systems, procedures and financial information.

C. Outside Financial Interests Influencing an Employee's Decisions or Actions

Employees should avoid any outside financial interest that might influence their decisions or actions on matters involving the Company or its businesses or property. Such interests include, among other things: (i) a significant personal or immediate family interest in an enterprise that has significant business relations with the Company; or (ii) an enterprise or contract with a supplier, service-provider or any other company or entity where the employee or a member of the immediate family of the employee is a principal or financial beneficiary other than as an employee. All such interests should be disclosed by the employee to the Company's Compliance Officer.

D. Outside Activities Having Negative Impact On Job Performance

Employees should avoid outside employment or activities that would have a negative impact on their job performance with the Company, or which are likely to conflict with their job or their obligations to the Company.

E. Business Opportunities; Competitive Interests; Corporate Opportunities

No employee may enter into any contract or arrangement, own any interest or be a director, officer or consultant in or for an entity which enters into any contract or arrangement (except for the ownership of non-controlling interests in publicly-traded entities) with the Company for the providing of services to the Company unless and until the material facts as to the relationship or interest and the contract or transaction are fully disclosed to the Company's Compliance Officer and, if approved by the Company, the Company's Compliance Officer shall provide written confirmation of the approval of said contract or transaction.

Employees owe a duty to the Company to advance its legitimate interests when the opportunity arises to do so. Employees should refrain from and shall be prohibited from: (i) taking for themselves or for their personal benefit opportunities that could advance the interests of the Company or benefit the Company when such opportunities are discovered through the use of Company property, information or position; (ii) using Company property, information or position for personal gain; or (iii) competing with the Company.

II. Dealing With Suppliers, Customers And Other Employees

The Company obtains and keeps its business because of the quality of its operations. Conducting business, however, with other employees, suppliers and customers can pose ethical or even legal problems. The following guidelines are intended to help all employees make the appropriate decision in potentially difficult situations.

A. Bribes and Kickbacks

No employee of the Company may ever accept or pay bribes, kickbacks or other types of unusual payments from or to any organization or individual seeking to do business with, doing business with or competing with the Company.

B. Gifts

Employees may accept gifts or entertainment of nominal value as part of the normal business process if public knowledge of the employee's acceptance could cause the Company no conceivable embarrassment. Even a nominal gift and/or entertainment should not be accepted if it might appear to an observer that the gift and/or entertainment would influence the employee's business decisions. The term "nominal value" applies to the amount of the gift and/or its frequency; i.e., frequent gifts, even if of nominal value, are unacceptable. The term "entertainment" includes, but is not limited to, meals, charitable and sporting events, parties, plays and concerts. If you have any questions about the acceptance of entertainment or gifts, ask the Company's Compliance Officer for advice.

C. Travel and Entertainment Expenses

Employees must comply with the Company's policy on travel and entertainment expenses as set forth in the Company's policies and procedures, as the same may be amended or supplemented from time to time.

D. Relations with Government Personnel

The Company will not offer, give or reimburse expenses for entertainment or gratuities (including transportation, meals at business meetings or tickets to sporting or other events) to government officials or employees who are prohibited from receiving such by applicable government regulations.

E. Payments to Agents, Consultants, Distributors, Contractors

Agreements with agents, sales representatives, distributors, contractors and consultants should be in writing and should clearly and accurately set forth the services to be performed, the basis for earning the commission or fee involved and the applicable rate or fee. Payments should be reasonable in amount and not excessive in light of the practice in the trade and commensurate with the value of services rendered.

F. Fair Dealing

Each employee should endeavor to deal fairly with the Company's customers, suppliers, competitors and other employees.

III. Books and Records

False or misleading entries shall not be made in any reports, ledgers, books or records of the Company nor shall any misrepresentation be made regarding the content thereof. No employee may engage in an arrangement that in any way may be interpreted or construed as misstating or otherwise concealing the nature or purpose of any entries in the books and records of the Company. No payment or receipt on behalf of the Company may be approved or made with the intention or understanding that any part of the payment or receipt is to be used for a purpose other than that described in the documents supporting the transaction.

IV. Competitive Practices

In business, it is inevitable that the Company and its competitors will meet and talk from time to time; this is neither against the law nor to be avoided. What will not be tolerated is collaboration with competitors in violation of the law on such things as pricing, production, marketing, inventories, product development, sales territories and goals, market studies and proprietary or confidential information.

As a vigorous competitor in the marketplace, the Company seeks economic knowledge about its competitors; however, it will not engage in illegal acts to acquire a competitor's trade secrets, financial data, information about company facilities, technical developments or operations.

V. Political Activities & Contributions

The Company encourages each of its employees to be good citizens and to participate in the political process. Employees should, however, be aware that: (1) federal law and the statutes of some states in the U.S. prohibit the Company from contributing, directly or indirectly, to political candidates, political parties or party officials; and (2) employees who participate in partisan political activities should ensure that they do not leave the impression that they speak or act for the Company.

VI. Compliance with Laws, Rules and Regulations

The Company proactively promotes compliance by all employees with applicable laws, rules and regulations of any governmental unit, agency or divisions thereof and the rules and regulations of the New York Stock Exchange, The NASD Stock Market and/or any exchange upon which the Company's stock may be traded. The Company requires its employees to abide by the provisions of applicable law on trading on inside information and all employees of the Company are directed to refrain from trading in the Company's stock based on inside information. The Company requires its employees to abide by applicable law and the Company's procedures with respect to periods of time within which all or some cross-section of the Company's employees will be prevented from trading in the Company' stock. The Company requires its employees to abide by applicable law and the Company's policies with respect to disclosures of material non-public information (Regulation FD).

VII. Protection of Employees from Reprisal for Whistleblowing ("Whistleblowing Policy")

A. Purpose

To encourage employees to report Alleged Wrongful Conduct.

To prohibit supervisory personnel from taking Adverse Personnel Action against a Company employee as a result of the employee's good faith disclosure of Alleged Wrongful Conduct to a Designated Company Officer or Director or to the Company's Audit Committee. An employee who discloses and subsequently suffers an adverse Personnel Action as a result is subject to the protection of this Whistleblowing Policy.

B. Applicability

All employees of the Company who disclose Alleged Wrongful Conduct, as defined in this Whistleblowing Policy, and, who, as a result of the disclosure, are subject to an Adverse Personnel Action.

C. Whistleblowing Policy

All employees of the Company are encouraged promptly to report Alleged Wrongful Conduct. No Adverse Personnel Action may be taken against a Company employee in Knowing Retaliation for any lawful disclosure of information to a Designated Company Officer or Director or to the Company's Audit Committee, which information the employee in good faith believes evidences: (i) a violation of any law; (ii) fraudulent or criminal conduct or activities; (iii) questionable accounting or auditing matters or matters; (iv) misappropriation of Company funds; or (v) violations of provisions of this Code (such matters being collectively referred to herein as "Alleged Wrongful Conduct").

No supervisor, officer, director, department head or any other employee with authority to make or materially influence significant personnel decisions shall take or recommend an Adverse Personnel Action against an employee in Knowing Retaliation for disclosing Alleged Wrongful Conduct to a Designated Company Officer or Director or to the Company's Audit Committee.

D. Definitions

In addition to other terms as defined above, the terms set forth on Exhibit A attached hereto shall have the meanings set forth thereon for purposes of this Whistleblowing Policy.

E. Making A Disclosure

An employee who becomes aware of Alleged Wrongful Conduct is encouraged to make a Disclosure to a Designated Company Officer or Director or to the Company's Audit Committee as soon as possible.

F. Legitimate Employment Action

This Whistleblowing Policy may not be used as a defense by an employee against whom an Adverse Personnel Action has been taken for legitimate reasons or cause. It shall not be a violation of this Whistleblowing Policy to take Adverse Personnel Action against an employee whose conduct or performance warrants that action separate and apart from the employee making a disclosure.

G. Whistleblowing Statutes

An employee's protection under this Whistleblowing Policy is in addition to any protections such employee may have pursuant to any applicable state or federal law and this Whistleblowing Policy shall not be construed as limiting any of such protections.

VIII. Audit Committee Procedures - Receipt, Retention and Treatment of Complaints Regarding Accounting, Internal Accounting Controls or Auditing Matters

Pursuant to the requirements of the Sarbanes-Oxley Act of 2002, the Company's Audit Committee (and in absence of an Audit Committee, the Company's Board of Directors) has established the following procedures for the receipt, retention and treatment of complaints by Company employees regarding the Company's accounting, internal accounting controls or auditing matters.

A. Purpose

To promote and encourage Company employees to report complaints, problems or questionable practices relative to accounting, internal accounting controls or auditing matters (collectively referred to herein as "Accounting Concerns").

B. Applicability

All employees of the Company.

C. Procedures

Any Company employee who has, knows of or has reason to know or suspect the existence of any Accounting Concern is encouraged to report such Accounting Concern, promptly and in writing, to the Company's Compliance Officer and the Audit Committee (and in the absence of the Audit Committee, the Company's Board of Directors) at the following address:

Compliance Officer
Great Expectations and Associates, Inc.
212 Carnegie Center
Suite 206
Princeton, NJ 08540
with a copy to:

Chairman of the Board of Directors
Great Expectations and Associates, Inc.
212 Carnegie Center
Suite 206
Princeton, NJ 08540

Submissions by Company employees of Accounting Concerns may be signed by the employee or may be anonymous. Submissions by Company employees of Accounting Concerns should be sufficiently detailed so as to provide the necessary information to the Company's Audit Committee as to the nature of the Accounting Concerns, the violation or potential violation of any federal or state law or regulation or the nature of any questionable accounting or auditing practice or matter. Company employees are encouraged to include as much factual data as possible in any submissions of Accounting Concerns and Company employees shall not utilize the submission of an Accounting Concern for the sole purpose of harassing another Company employee or officer. Submissions by Company employees of Accounting Concerns shall be copied by the Compliance Officer's Administrative Assistant and retained in a file entitled "Accounting Concerns Report File" to be kept separate from the files of the Company's Accounting Department.

The Chairman of the Audit Committee (or in the absence of an Audit Committee, the Chairman of the Board of Directors) shall review and investigate or cause to be investigated each submission by Company employees of Accounting Concerns that suggests any violation of Company policies, violation of any federal or state laws or regulations or any questionable accounting or auditing practice or matter. The Chairman of the Audit Committee (or in the absence of an Audit Committee, the Chairman of the Board of Directors) may utilize the services of the Company's outside legal counsel in any such investigations. In the event the Chairman of the Audit Committee (or in the absence of an Audit Committee, the Chairman of the Board of Directors) shall determine that any Accounting Concern is of sufficient veracity and significance so as to mandate any action by the Company, the Chairman of the Audit Committee (or in the absence of an Audit Committee, the Chairman of the Board of Directors) shall report the Accounting Concern to the Audit Committee and, if necessary, to the Company's Board of Directors with a recommendation as to specific action to be taken. In extreme cases where an Accounting Concern has been reported that involves a violation or potential violation of federal or state laws or regulations and the Chairman of the Audit Committee (or in the absence of an Audit Committee, the Chairman of the Board of Directors) has determined that such report is accurate or that sufficient evidence exists to create a significant concern as to whether such violation has occurred or will occur, the Chairman of the Audit Committee (or in the absence of an Audit Committee, the Chairman of the Board of Directors) may report such Accounting Concern to the appropriate government authority.

D. Protections

Company employees who submit reports of Accounting Concerns shall be entitled to the protection of the Whistleblowing Policy set forth above.

IX. Public Company Reporting

As a public company, it is important that the Company's filings with the SEC and other public disclosures of information be complete, fair, accurate and timely. An employee, officer or director of the Company may be called upon to provide necessary information to ensure that the Company's public reports are complete, fair and accurate. The Company expects each Company employee, officer and director to take this responsibility seriously and to provide prompt, complete, fair and accurate responses to inquiries with respect to the Company's public disclosure requirements. With respect to the Company's employees, officers and directors who may be participating in the preparation of reports, information, press releases, forms or other information to be publicly disclosed through filings with the SEC or as mandated by the SEC, such employees, officers and directors are expected to use their diligent efforts to ensure that such reports, press releases, forms or other information are complete, fair, accurate and timely.

X. Compliance and Discipline

All Company employees are required to comply with this Code. Employees are expected to report violations of this Code and assist the Company, when necessary, in investigating violations. All department heads, managers and supervisors are charged with the responsibility of supervising their employees in accordance with this Code.

Failure to comply with this Code will result in disciplinary action that may include suspension, termination, referral for criminal prosecution and/or reimbursement to the Company for any losses or damages resulting from the violation. The Company reserves the right to terminate any employee immediately for a single violation of this Code.

All employees of the Company may be asked from to time to reaffirm their understanding of and willingness to comply with this Code by signing an appropriate certificate (see Appendix A).

XI. Adoption, Amendment and Waiver

A. Adoption and Amendment

This Code has been adopted by the Company's Board of Directors and may be changed , altered or amended at any time. The interpretation of any matter with respect to this Code by the Board of Directors shall be final and binding.

B. Waiver

Waivers of the provisions of this Code may be granted or withheld from time to time by the Company in its sole discretion. Waivers are only effective if set forth in writing after full disclosure of the facts and circumstances surrounding the waiver. Waivers for the benefit of directors and executive officers must be approved by the Board of Directors and will be publicly disclosed by the Company. All other waivers may be approved by the Compliance Officer and may be publicly disclosed by the Company.

NO EMPLOYMENT CONTRACT

Nothing contained herein shall be construed as limiting the Company's right to terminate an employee immediately for any reason. This Code does not provide any guarantees of continued employment, nor does it constitute an employment contract between the Company and any employee.

APPENDIX A

EMPLOYEE STATEMENT

I acknowledge having received a copy of the Company's Code of Business Conduct and Ethics. I have read it completely and I understand that the Code applies to me. I understand the Code does not constitute an employment contract and I agree to comply fully with each of the provisions of the Code, including such changes to the Code as the Company may announce from time to time. I have reviewed with my department head or the Compliance Officer any matters concerning ownership or other activities which are required to be disclosed to the Company by the Code.

Employee Name _____

Employee Signature _____

Date _____

EXHIBIT A

DEFINED TERMS -- WHISTLEBLOWING POLICY

1. "Adverse Personnel Action": an employment-related act or decision or a failure to take appropriate action by a supervisor or higher level authority which affects an employee negatively as follows:

(a) Termination of employment;
(b) Demotion;
(c) Suspension;
(d) Written reprimand;
(e) Retaliatory investigation;
(f) Decision not to promote;
(g) Receipt of an unwarranted performance rating;
(h) Withholding of appropriate salary adjustments;
(i) Elimination of the employees' position, absent an overall reduction in work force, reorganization, or a decrease in or lack of sufficient funding, monies, or work load; or
(j) Denial of awards, grants, leaves or benefits for which the employee is then eligible.

2. "Disclosure": oral or written report by an employee to a Designated Company Officer or Director or to the Company's Audit Committee of Alleged Wrongful Conduct.

3. "Knowing Retaliation": An Adverse Personnel Action taken by a supervisor or other authority against an employee where such employee's prior disclosure of Alleged Wrongful Conduct is a direct or indirect reason or basis for the Adverse Personnel Action.

4. "Designated Company Officer or Director": The Company's Compliance Officer, any executive officer of the Company of the level of Senior Vice President or above and any member of the Company's Board of Directors.

Tannenbaum & Company, P.C.
Certified Public Accountants

November 18, 2004

Securities and Exchange Commission
450 Fifth Street, N.W.
Washington, D.C. 20540

Re: Great Expectations and Associates, Inc.
Commission File No. 0001100397

Dear Commissioners:

We have read the statements contained in Item 4 "Changes in Registrant's Certified Accountant" of the Form 8-K of Great Expectations and Associates, Inc. filed with the Securities and Exchange Commission on November 18, 2004 and agree with the statements contained therein.

Very truly yours,

/s/ Tannenbaum & Company, P.C.

Certified Public Accountants

4155 E. Jewell Ave o Suite 610 o Denver, Colorado 80222 o
(303) 756-5216 o Fax (303) 756-7567
stevetann@aol.com

Exhibit 17.1

Board of Directors
Great Expectations & Associates Inc.
P.O. Box 440842
Aurora, CO 80044

November 12, 2004

Please be advised that I hereby resign as President and as a member of the Board of Directors of the Corporation effective immediately.

Very truly yours,

/s/Fred Mahlke
- -----------------
Fred Mahlke

Exhibit 17.2

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BOARD OF DIRECTORS
GREAT EXPECTATIONS & ASSOCIATES INC.
P.O. BOX 440842 AURORA COLORADO 60044

Dear Miles

PLEASE BE ADVISED THAT I HEREBY RESIGN AS SECRETARY AND AS A MEMBER OF THE BOARD OF DIRECTORS OF THE CORPORATION EFFECTIVE IMMEDIATELY.

VERY TRULY YOURS,

Daniel A. Unrein Jr.

/s/ Daniel A. Unrein Jr.