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July 1, 2005

BY HAND

Hon. Richard M. Berman
United States District Judge
Southern District of New York
40 Foley Square
New York, New York 10007

Re: **FTR Consulting - Advantage Fund II Ltd., et al.**
02 CV 8608 (RMB)

Dear Judge Berman:

We are the attorneys for plaintiff FTR Consulting, Inc. ("FTR") and we write on behalf of all counsel.

We are pleased to advise the Court that, with the assistance of Magistrate Judge Katz, the parties have reached a settlement of all claims in this action. I enclose the original of a Proposed Order and a Stipulation of Settlement approving the settlement and discontinuing the action. Even though this Court has dealt with two substantive motions and has held a number of conferences in the case, I think it is appropriate to remind the Court of the

background of the action and advise it as to the terms of the settlement.

The Settlement Should Be Approved

This is an action under Section 16(b) of the Securities Exchange Act of 1934, 15 U.S.C. § 78p(b) ("§16(b)"). The Amended Complaint sought to recover short-swing profits that plaintiff alleged were obtained in violation of §16(b) by defendants Advantage Fund II, Genesee International, Inc., Donald R. Morken, Koch Investment Group Limited, Mooring Capital Fund LLC, John M. Jacquemin, acting together as a group, in trading Cel-Sci Corporation, Inc. (the "Company") securities.

After defendants' motion to dismiss under Fed R. Civ. P. 12(b)(6) was denied, in or about January 2004, plaintiff settled with Mooring and Jacquemin for $250,000 and the case continued against the remaining defendants ("Genesee/Koch").

After the close of non-expert discovery, on April 30, 2004, Genesee/Koch moved for summary judgment dismissing the Amended Complaint in its entirety. Plaintiff's Amended Complaint centered on three transactions: (i) the December 8, 1999 Securities Purchase Agreement ("the December 1999 SPA"); (ii) the March 21, 2000 Securities Purchase Agreement ("the March 2000 SPA") and

(iii) the August 15, 2001 Exchange Agreement ("August 2001 Exchange Agreement"). The December 1999 SPA and the March 2000 SPA constituted the overwhelming majority of the alleged short-swing profits sought to be recovered in the Amended Complaint (approximately $6,621,709 according to Plaintiff's calculations).

By Order dated March 8, 2005, the Court granted Genesee/Koch's motion for summary judgment and dismissed the Amended Complaint. On motion for reargument, the Court, by Order dated April 1, 2005, granted in part plaintiff's motion and reinstated plaintiff's claim seeking disgorgement in connection with the August 2001 Exchange Agreement. The Court otherwise denied plaintiff's motion. Thus, only a small piece of the Amended Complaint remains extant (approximately $545,000 according to Plaintiff's calculations).

By letter dated May 24, 2005, Genesee/Koch advised the Court that they had reached a settlement with Cel-Sci Corporation. On June 1, 2005, the Court held a conference to discuss the proposed settlement, and by Order dated June 1, 2005, the Court referred the parties to Magistrate Judge Katz for a settlement conference. The parties participated in a settlement conference with Judge Katz on June 13, 2005, and subsequent to the conference, the parties reached a settlement for $600,000 from Genesee/Koch, rather than the $300,000 the defendants had negotiated with Cel-Sci.

The Settlement

First, Cel-Sci and FTR have determined that, because the claims relating to the 12/8/99 SPA and 3/21/00 SPA have been dismissed on summary judgment, and given the expense, timing and uncertainty first in seeking reinstatement of those claims on appeal and then, if successful, proceeding to a trial of those claims in which Genesee/Koch would assert vigorous defenses, and because the claims relating to the Exchange Agreement also are subject to viable defenses by Genesee/Koch, in the exercise of their business judgment, the Settlement Agreement is more beneficial to Cel-Sci than further litigation of the Action. The $600,000 added to the $250,000 previously obtained (for a total of $850,000) represents, in monetary terms, a complete recovery on the second claim for relief plus a payment of approximately $300,000 toward the dismissed claim. The parties believe that this is a fair and reasonable resolution of the case.

Second, the parties believe it is established that notice of the settlement is not necessary in this case. Notice to stockholders is not required by statute in cases brought under §16(b). While notice is mandatory under FED. R. CIV. P. 23.1., that rule "is not directly applicable to Section 16(b) suits. . . ." Jacobs, *Section 16 of the Securities Exchange Act*

§ 3.09[16] at 3-350; *cf. Pottish v. Divak*, 71 F. Supp. 737 (S.D.N.Y. 1947). Indeed, the Second Circuit has noted that although §16(b) cases are structurally derivative in nature, it is a "well established principle that a Section 16(b) plaintiff need not satisfy the Rule 23.1 requirement that he be a shareholder of the corporation at the time of the transactions complained of." Rothenberg v. United Brands Co., 1977 U.S. Dist. LEXIS 15937, at *9 (2d Cir. May 11, 1977); *See Portnoy v. Kawecki Berylco lndus., Inc.*, 607 F.2d 765, 761 n3 (7th Cir. 1979). Because the requirements of Rule 23.1 do not apply to §16(b) cases - even though courts frequently look to that rule by analogy in connection with §16(b) matters - its mandatory notice provision does not govern this Court with respect to the settlement of this action and this Court has previously exercised its discretion to approve settlements of §16(b) cases without notice to stockholders. *See, e.g., Rosen v. Price*, 1998 WL 337896 (S.D.N.Y. 1998); *Schaffer v. CVI Investments, Ltd.*, 98 Civ. 3900 (S.D.N.Y. 2000); *Plaskow II v. Peabody International Corp.*, 95 F.R.D. 297 (S.D.N.Y. 1982); *Blau v. Berkey and Berkey Photo, Inc.*, 1968 Fed. Sec. L. Rptr., § 92,264 at 97,255 (S.D.N.Y. September 4, 1968); *Roth v. Reservoir Capital*, 02 Civ. 7012(MP).

In this case, the cost of notice would be expensive and, in light of the large percentage recovery as compared to the potential remaining claim, would not result in any benefit to Cel-Sci or its shareholders. Accordingly, the parties urge that notice is properly dispensed with.

The Legal Fees And Disbursements Agreed To Are Fair And Reasonable

Cel-Sci has agreed that plaintiff's counsel, who discovered this case and litigated it on a contingency basis with no assistance from the Company, has provided a valuable service to the Company and does not object to plaintiff's requested counsel fees of $305,000, plus $12,028 in disbursements. (Genesee/Koch take no position regarding the appropriateness of the attorneys' fees and expenses requested by plaintiff's counsel, and do not join in this section of the letter.) This 36% contingency is well within the fees awarded in common fund cases in this Circuit and elsewhere.

For example, *In re Warner Communications Sec. Litig.*, 618 F.Supp. 735 (S.D.N.Y 1985), Judge Keenan noted that fee awards in this district and others are generally between 20% and 50% of the common fund. Precedents abound to support this proposition: *In re Avon Products Sec. Litig.*, [1992 Transfer Binder] Fed. Sec. L. Rep. (CCH) ¶97,061 (S.D.N.Y. 1992) (Lasker, J.) ("The request for 30% is

in line with numerous awards in this court and elsewhere in recent litigation"); *In re United Brands Co. Sec. Litig.*, 85 Civ. 5445 (JFK) (S.D.N.Y. April 14, 1992)(33⅓%); *Bragger v. Trinity Capital Corp.*, *supra* (McKenna, J. 30%); *In re Wedtech Sec. Litig.*, pp 21-46 (LBS) M.D.L. (S.D.N.Y. July 31, 1992) (33⅓%); *Krome v. Merrill Lynch & Co.*, 85 Civ. 765 (DNE) (S.D.N.Y. May 7, 1991) (Edelstein, J. 33⅓%); *In re Gulf Oil/Cities Service Tender Offer Litig.*, 142 F.R.D. 588 (S.D.N.Y. 1992) (court awarded 30% of a $34 million settlement fund, finding the fee requested to be "eminently reasonable"); *In re Allstar Inns Sec. Litig.*, 88 Civ. 9282 (PKL) 12991 U.S. Dist. LEXIS 20402 (S.D.N.Y. Nov. 20, 1991), (Leisure, J. 35%); *Bello v. Integrated Resources, Inc.*, [1990-1991 Transfer Binder] Fed. Sec. L. Rep. (CCH) ¶95,731 (S.D.N.Y. 1990) (Haight, J. 30%); and *In re New York City Mun. Sec. Litig.*, [1984 Transfer Binder] Fed. Sec. L. Rep. (CCH) ¶91,419 (S.D.N.Y. 1984) (Owen, Jr. (30%); *Schaffer v. Soros, et al, supra*,(awarding 33 1/3% of $7.9 million settlement of §16(b) case): *Adair v. Bristol Technology Systems, Inc., 97 Civ. 05874* (S.D.N.Y. Order dated Nov. 12, 1999)(Sweet, J. 33 1/3% recovery of $975,000 settlement).

In this case, FTR submits that the requested fee is clearly justified. FTR was single-handedly responsible for discovering the facts which led to the case. FTR requested that Cel-Sci pursue the

case, but it declined to do so. Thus, as permitted by the statute, FTR filed the case and litigated it, at substantial economic risk, through settlement against excellent defendants' counsel. Absent plaintiff's insistence on pursuing this matter, there would have been no lawsuit and no recovery.

Moreover, as this Court is aware, defendants and Cel-Sci agreed to settle the claims against Genesee/Koch for $300,000 only a month ago. If not for plaintiff's dogged refusal to acquiesce, Cel-Sci would have received $550,000 instead of $850,000.

The policy to award legal fees is especially strong in §16(b) cases. Without court awarded legal fees sufficient to justify the risks of these complex litigations, §16(b) would be ignored. In the bedrock Second Circuit case on the subject, the Court cogently summarized the rationale for generous awards of legal fees.

> While the allowance made here was quite substantial, we are not disposed to interfere with the district court's well-considered determination. Cf. *May v. Midwest Refining Co.*, 1 Cir., 121 F.2d 431, *certiorari denied* 314 U.S. 668, 62 S.Ct. 129, 86 L.Ed. 534. Since in many cases such as this the possibility of recovering attorney's fees will provide the sole stimulus for the enforcement of § 16(b), the allowance must not be too niggardly. Cf. *Murphy v. North American Light & Power Co.*, D.C. (S.D.N.Y.), 33 F. Supp. 567. Affirmed. (Emphasis added)

Smolowe v. Delendo Corp., 136 F.2d 231, 241 (2d Cir.), *cert. denied*, 320 U.S. 751 (1943). Thus, the policy behind the statute, to encourage counsel to investigate and litigate these claims which would otherwise not be pursued, is best served by an award of the legal fees and disbursements sought by Roth.

Recently, Judge Martin of this Court awarded plaintiff's counsel a $6 million fee (30% of a $20 million recovery) in *Levy v. Southbrook*, a companion case to *Steiner v. Williams*, reported at 2001 WL 604035 (S.D.N.Y. May 31, 2001). Focusing on the risks that plaintiff's counsel would receive nothing for its efforts, the Court stated:

> Here, the shareholders of Illinois Semiconductor Company received a $20,000,000.00 benefit as the sole result of the diligence and sagacity of Plaintiff's counsel. Given the risks that counsel faced at the outset of their labors, awarding them 30% of the fruits of their labors is entirely appropriate. *Steiner v. Williams 2001 WL 604035, *7 (S.D.N.Y. May 31, 2001)*

In accord, Baffa v. Donaldson Lufkin & Jenrette Securities Corporation, 2002 WL 1315603 (S.D.N.Y. June 17, 2002).

And, of course, as neither Cel-Sci nor its shareholders have been injured, the fees paid to FTR's counsel will not in any way

reduce compensation to an injured party. *See, Coran v. Snap-on Tools Corp.*, 408 F.Supp. 1060 (E.D.Wis. 1976):

> The benefit conferred upon a corporation in a § 16(b) action is purely "windfall" in nature. The corporation has not suffered any damages and therefore is not being reimbursed for any loss. Consequently, courts have been liberal in awarding fees "on the theory that the corporation which has received the benefit of the attorney's services should pay the reasonable value thereof" *Smolow v. Delendo Corporation*, 136 F.2d 231, 241 (2d Cir. 1943); *Mills v. Electric Auto-Lite Co.*, 396 U.S. 375, 391, 90 S. Ct. 616, 625, 24 L.Ed.2d 593, 605 (1970).

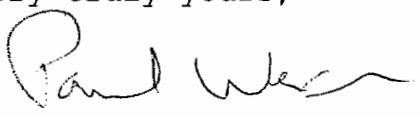
408 F. Supp. at 1063.

In accord, Blau v. Brown [1967-69 Transfer Binder] Fed. Sec. L. Rep. (CCH) ¶ 92,263 at 97,254 (S.D.N.Y. Sept. 4, 1968) ("windfall" nature of recovery should be given the "greatest weight in evaluating the fair and reasonable compensation payable for the necessary legal services.").

For all of the above reasons, the Court should approve the bargained-for fees and disbursements of $317,028.

We ask that the Court sign the enclosed order. If the Court has any questions or requires any further information, counsel would be happy to provide responses either by written submission or at a conference.

Very truly yours,



Paul D. Wexler

cc: Glenn F. Ostrager, Esq.
Alexandra A.E. Shapiro, Esq.
Mark Hyland, Esq.
William T. Hart, Esq.
- BY FACSIMILE

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FTR CONSULTING, INC., derivatively on behalf of CEL-SCI CORPORATION, Plaintiff, - v. - ADVANTAGE FUND II LTD., GENESEE INTERNATIONAL, INC., DONALD R. MORKEN, KOCH INVESTMENT GROUP LIMITED, and CEL-SCI CORPORATION, Defendants.	Civil Action No. 02 CV 8608 (RMB)

ORDER APPROVING SETTLEMENT AGREEMENT
AND DISMISSING ACTION WITH PREJUDICE

THIS MATTER, having come before the Court by joint application of Plaintiff FTR CONSULTING, INC., Defendants ADVANTAGE FUND II, LTD., GENESEE INTERNATIONAL, INC., DONALD R. MORKEN and KOCH INVESTMENT GROUP LIMITED and CEL-SCI CORPORATION, for Court Approval of the Settlement Agreement entered into by the parties on June 30, 2005 (the "Settlement Agreement"),

IT IS ORDERED, ADJUDGED and DECREED as follows:

This Court hereby approves and adopts the Settlement Agreement executed by the parties and retains jurisdiction for purposes of enforcing the terms of the Settlement Agreement. This matter is hereby Dismissed with Prejudice based upon the terms of the Settlement Agreement and the parties are directed to carry out the terms of the Settlement Agreement forthwith.

DONE AND ORDERED, in the United States District Court for the Southern District of New York, this ____ day of _____, 2005.

RICHARD M. BERMAN
U.S. DISTRICT COURT JUDGE

Copies furnished to:

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Attorneys for Plaintiff FTR Consulting, Inc.

SETTLEMENT AGREEMENT AND RELEASES

THIS SETTLEMENT AGREEMENT AND RELEASE (this "Agreement") is made this 30th day of June, 2005, by and among plaintiff FTR Consulting, Inc. ("FTR"), Cel-Sci Corporation ("Cel-Sci"), Advantage Fund II, Ltd. ("Advantage"), Genesee International, Inc. ("Genesee"), Donald R. Morken ("Morken") and Koch Investment Group Limited ("Koch") (Advantage, Genesee, Morken and Koch collectively "Genesee/Koch", and collectively with FTR and Cel-Sci, the "Parties," or singly a "Party").

WHEREAS, on October 28, 2002, Terry Klein commenced a derivative litigation on behalf of Cel-Sci in the United States District Court for the Southern District of New York styled Klein v. Advantage Fund II Ltd., et al., No. 02 CV 8608 (RMB) in which Advantage, Genesee, Morken and Koch were named as defendants (the "Action");

WHEREAS, on February 21, 2003, plaintiff filed an Amended Complaint in which it changed the named plaintiff from Terry Klein to FTR and, on September 17, 2003, plaintiff filed a Verified Amended Complaint;

WHEREAS, the Verified Amended Complaint asserted a claim for recovery of short-swing profits under Section 16(b) of the Securities Exchange Act of 1934 based on trades in Cel-Sci stock within six months of (a) a December 8, 1999 Securities Purchase Agreement ("12/8/99 SPA"), (b) a March 21, 2000 Securities Purchase Agreement ("3/21/00 SPA") and (c) an August 15, 2001 Exchange Agreement ("Exchange Agreement");

WHEREAS, on April 30, 2004, Genesee/Koch filed a joint motion for summary judgment for an Order dismissing all claims asserted in the Verified Amended Complaint;

WHEREAS, the Court granted the joint motion for summary judgment by Order dated March 8, 2005;

WHEREAS, by letter dated March 23, 2005, FTR requested reconsideration of the March 8, 2005 Order, and on April 1, 2005, the Court issued an Order amending the March 8, 2005 Order so that the joint motion for summary judgment was granted with respect to claims relating to the 12/8/99 SPA and 3/21/00 SPA and the joint motion for summary judgment was denied with respect to the claim relating to the Exchange Agreement;

WHEREAS, Advantage, Genesee, Morken and Koch deny that they have engaged in any trades in Cel-Sci securities that are subject to disgorgement, including any trades relating to the Exchange Agreement, contending among other things that the Exchange Agreement was an exchange of economic equivalents and is not subject to Section 16 of the Securities Exchange Act of 1934, and deny any other basis for liability in respect of any investments in Cel-Sci securities or otherwise;

WHEREAS, accepting all of FTR's allegations as true with respect to the 12/8/99 SPA and 3/21/00 SPA, according to FTR the maximum amount of disgorgeable profits sought from Genesee/Koch is approximately $6,621,709;

WHEREAS, absent this Agreement, FTR would have the right to appeal its claims relating to the 12/8/99 SPA and 3/21/00 SPA;

WHEREAS, accepting all of FTR's allegations as true with respect to the Exchange Agreement claims that survived this Court's summary judgment ruling, according to FTR the maximum amount of disgorgeable profits sought from Genesee/Koch is approximately $545,000;

WHEREAS, Cel-Sci and FTR have determined that, because the claims relating to the 12/8/99 SPA and 3/21/00 SPA have been dismissed on summary judgment, and given the expense, timing and uncertainty first in seeking reinstatement of those claims on appeal and then, if successful, proceeding to a trial of those claims in which Genesee/Koch would assert vigorous defenses, and because the claims relating to the Exchange Agreement also are subject to viable defenses by Genesee/Koch, in the exercise of their business judgment, this Agreement is more beneficial to Cel-Sci than further litigation of the Action;

WHEREAS, after arms-length negotiations and the Parties hereto being represented by sophisticated, experienced counsel, the Parties desire to settle and compromise their differences and avoid the expense and inconvenience of further litigation pursuant to the terms set forth herein;

WHEREAS, the Parties believe that under the facts of this case and based on the size of the claims and possibility of recovery, it is impractical to serve notice of this settlement upon Cel-Sci's equity and debt holders;

WHEREAS, the Court has received and reviewed the Parties' letter dated June __, 2005;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties agree as follows:

1. Approval of the Settlement/Dismissal of the Action: This Agreement is void if the Court in the Action does not approve the settlement terms contained in this Agreement. On behalf of the Parties, Genesee/Koch will draft a proposed Order approving this Agreement (the "Order") as being fair, reasonable and adequate. The Order will provide

that the Court approves this Agreement and that the Action, including all claims that have been or could have been asserted, is dismissed with prejudice and without costs to any party to the Action. FTR and Cel-Sci stipulate and agree that no appeal will be taken of the Court's March 8, 2005 and April 1, 2005 Orders granting the joint motion for summary judgment with respect to claims relating to the 12/8/99 SPA and 3/21/00 SPA.

2. Payment: Genesee/Koch shall pay the aggregate sum of six hundred thousand dollars ($600,000.00) (the "Settlement Amount") within five (5) business days (the "Payment Date") of the expiration of any right to appeal the entry of an order(s) approving this Agreement and dismissing the Action with prejudice. The Settlement Amount will be deposited in an interest-bearing account that is maintained by FTR's counsel for the benefit of Cel-Sci. The Settlement Amount will remain in the escrow account until approval of any attorneys' fees by the Court, and the remaining funds net of attorney's fees approved by the Court, along with the $250,000 held by FTR's counsel in an escrow account in connection with the Stipulation of Settlement and Order between FTR, Mooring Capital Fund, LLC and John M. Jacquemin dated January 20, 2004, will be wire transferred to Cel-Sci within three (3) business days of the Court's approval of attorney's fees.

3. Attorney's Fees: Cel-Sci has agreed to an award of attorneys' fees and costs not to exceed $317,028 as a fair and reasonable payment to FTR's counsel, the law firms of Ostrager Chong Flaherty & Broitman P.C. ("Ostrager") and Bragar Wexler Eagel & Morgenstern, P.C. ("Bragar Wexler"), with such monies paid from the escrow account maintained by Ostrager and Bragar Wexler, as required by the terms set forth in paragraph 2

herein. The Court's approval or disapproval of an award of attorney's fees up to $317,028 shall not have any effect on the validity or enforceability of any other part of this Agreement.

4. Releases:

(a) Cel-Sci's Release to Advantage, Genesee and Morken - Except for any obligations arising under this Agreement, Cel-Sci on behalf of itself and each and all of its present and former parents, subsidiaries, affiliates, members, predecessors, successors and assigns, shareholders, directors, officers, employees, managers, advisors, attorneys, representatives, agents and heirs, hereby releases and forever discharges Advantage, Genesee and Morken and each of their respective present and former parents, subsidiaries, affiliates, members, predecessors, successors and assigns, shareholders, directors, officers, employees, managers, advisors, attorneys, representatives, agents and heirs, and any funds, companies, partnerships, entities or accounts managed by any of them or any of their affiliated entities, from any and all claims, counterclaims, demands, causes of actions, liabilities, contracts, agreements, promises, obligations or defenses of any kind whatsoever, from the beginning of time to the date hereof, whether known or unknown, relating to any of the transactions that are the subject matter of the Action or relating to the proceedings had therein, and further agrees that this Agreement may be pleaded and shall serve as a full defense to any action, suit or other proceeding covered by the terms of this Agreement which is or may be initiated, prosecuted or maintained.

(b) Cel-Sci's Release to Koch - Except for any obligations arising under this Agreement, Cel-Sci on behalf of itself and each and all of its present and former parents, subsidiaries, affiliates, members, predecessors, successors and assigns, shareholders, directors,

officers, employees, managers, advisors, attorneys, representatives, agents and heirs, hereby releases and forever discharges Koch and its present and former parents, subsidiaries, affiliates, members, predecessors, successors and assigns, shareholders, directors, officers, employees, managers, advisors, attorneys, representatives, agents and heirs, and any funds, companies, partnerships, entities or accounts managed by Koch or any of its affiliated entities, from any and all claims, counterclaims, demands, causes of actions, liabilities, contracts, agreements, promises, obligations or defenses of any kind whatsoever, from the beginning of time to the date hereof, whether known or unknown, relating to any of the transactions that are the subject matter of the Action or relating to the proceedings had therein, and further agrees that this Agreement may be pleaded and shall serve as a full defense to any action, suit or other proceeding covered by the terms of this Agreement which is or may be initiated, prosecuted or maintained.

(c) FTR's Release to Advantage, Genesee and Morken - Except for any obligations arising under this Agreement, FTR and Terry Klein, on behalf of themselves and each and all of their respective present and former parents, subsidiaries, affiliates, members, predecessors, successors and assigns, shareholders, directors, officers, employees, managers, advisors, attorneys, representatives, agents and heirs, hereby releases and forever discharges Advantage, Genesee and Morken and each of their respective present and former parents, subsidiaries, affiliates, members, predecessors, successors and assigns, shareholders, directors, officers, employees, managers, advisors, attorneys, representatives, agents and heirs, and any funds, companies, partnerships, entities or accounts managed by any of them or any of their affiliated entities, from any and all claims, counterclaims, demands, causes of actions, liabilities, contracts, agreements, promises, obligations or defenses of any kind whatsoever,

from the beginning of time to the date hereof, whether known or unknown, relating to any of the transactions that are the subject matter of the Action or relating to the proceedings had therein, and further agrees that this Agreement may be pleaded and shall serve as a full defense to any action, suit or other proceeding covered by the terms of this Agreement which is or may be initiated, prosecuted or maintained.

(d) FTR's Release to Koch - Except for any obligations arising under this Agreement, FTR and Terry Klein, on behalf of themselves and each and all of their respective present and former parents, subsidiaries, affiliates, members, predecessors, successors and assigns, shareholders, directors, officers, employees, managers, advisors, attorneys, representatives, agents and heirs, hereby releases and forever discharges Koch and its present and former parents, subsidiaries, affiliates, members, predecessors, successors and assigns, shareholders, directors, officers, employees, managers, advisors, attorneys, representatives, agents and heirs, and any funds, companies, partnerships, entities or accounts managed by Koch or any of its affiliated entities, from any and all claims, counterclaims, demands, causes of actions, liabilities, contracts, agreements, promises, obligations or defenses of any kind whatsoever, from the beginning of time to the date hereof, whether known or unknown, relating to any of the transactions that are the subject matter of the Action or relating to the proceedings had therein, and further agrees that this Agreement may be pleaded and shall serve as a full defense to any action, suit or other proceeding covered by the terms of this Agreement which is or may be initiated, prosecuted or maintained.

(e) Genesee/Koch's Release to Cel-Sci and FTR - Except for any obligations arising out of this Agreement, Genesee/Koch, on behalf of themselves and each and all of their respective present and former parents, subsidiaries, affiliates, members,

predecessors, successors and assigns, shareholders, directors, officers, employees, managers, advisors, attorneys, representatives, agents and heirs, hereby release, acquit and forever discharge Cel-Sci, FTR and Terry Klein, and each and all of their present and former parents, subsidiaries, affiliates, members, predecessors, successors and assigns, shareholders, directors, officers, employees, managers, advisors, attorneys, representatives, agents and heirs from any and all claims, counterclaims, demands, causes of actions, liabilities, contracts, agreements, promises, obligations or defenses of any kind whatsoever, from the beginning of time to the date hereof, whether known or unknown, relating to any of the transactions that are the subject matter of the Action or relating to the proceedings had therein, and further agree that this Agreement may be pleaded and shall serve as a full defense to any action, suit or other proceeding covered by the terms of this Agreement which is or may be initiated, prosecuted or maintained.

5. Representations regarding transactions: Cel-Sci represents that it has received no demand, claim or inquiry from, or on behalf of, any shareholder other than FTR relating to any possible violation of Section 16 of the Exchange Act by Advantage, Genesee, Morken or Koch in connection with purchases or sales of Cel-Sci securities.

6. Understanding and Counsel: The Parties hereto each further represent and warrant that:

(A) Each Party has read and understands the terms of this Agreement;

(B) Each Party has been represented by counsel of that Party's choosing with respect to this Agreement and all matters covered by and relating to this Agreement;

(C) Each Party has entered into this Agreement freely and voluntarily without coercion or undue influence of any kind.;

(D) Each Party has entered into this Agreement for reasons of its own and not based upon any representation of any other person other than those set forth herein;

(E) This Agreement is fair in all respects and each Party intends to and will comply with that Party's obligations hereunder strictly in accordance with those obligations; and

(F) No Party has assigned any rights with regard to its claims in the Action.

7. No Admission: This Agreement shall not be cited or construed as evidence, or as an admission, that Genesee/Koch are in fact liable under Section 16(b), which they in fact vigorously dispute and deny. Neither this Agreement, nor any statements made or communications exchanged between counsel or the Parties in reaching this Agreement shall be deemed to be an admission of any sort by any Party or admissible to demonstrate any liability by any Party; provided, however, that this Agreement may be used, offered, or received into evidence in any proceeding to enforce the terms hereof.

8. Counsel Fees for Enforcement Proceedings: In the event any action or proceeding is necessary to enforce the terms of this Agreement ("Enforcement Action"), the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such Enforcement Action.

9. Entire Agreement: This Agreement constitutes the entire agreement among all the Parties with respect to the subject matter addressed herein and supersedes any prior written and/or verbal agreement among all the Parties, and shall be binding upon, and inure to the benefit of each and all of the Parties and their respective heirs, successors and assigns.

10. Amendments: This Agreement may not be orally modified. This Agreement may only be modified in a writing signed by all of the Parties.

11. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws.

12. Authorization to Sign: Each signatory hereto represents and warrants that he/she is authorized to sign this Agreement on behalf of the party for which he/she is acting and has full legal authority to bind such party to the terms hereof.

13. Headings: All headings and captions in this Agreement are for convenience only and shall not be interpreted to enlarge or restrict the provisions of the Agreement.

14. Waiver and Modification: The failure of a Party to insist, in any one or more instances, upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect.

15. Further Necessary Actions: To the extent that any document or action is reasonably required to be executed or taken by any Party to effectuate the purposes of this Agreement, the Party will execute and deliver such document or documents to the requesting Party or take such action or actions at the request of the requesting Party.

16. Counterparts and Facsimile Signature: This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same document as if all Parties had executed a single original document. This Agreement may be executed by facsimile copy and each signature thereto shall be and constitute an original signature, again as if all Parties had executed a single original document.

Dated: June __, 2005

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