

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): **May 2, 2019**

Aethlon Medical, Inc.
(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction
of incorporation)

001-37487
(Commission File Number)

13-3632859
(IRS Employer Identification No.)

9365 Granite Ridge Drive, Suite 100
San Diego, California
(Address of principal executive offices)

92123
(Zip Code)

Registrant's telephone number, including area code: **858-459-7800**

Not applicable
(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):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock	AEMD	The Nasdaq Capital Market

Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

On May 2, 2019, the Company received a letter from The Nasdaq Stock Market LLC (“*Nasdaq*”) indicating that Nasdaq has determined that the Company has failed to comply with the minimum bid price requirement of Nasdaq Listing Rule 5550(a)(2). Nasdaq Listing Rule 5550(a)(2) requires that companies listed on the Nasdaq Capital Market maintain a minimum closing bid price of at least \$1.00 per share.

Under Nasdaq Listing Rule 5810(c)(3)(A), the Company has a 180 calendar day grace period to regain compliance by meeting the continued listing standard. The continued listing standard will be met if the Company’s common stock has a minimum closing bid price of at least \$1.00 per share for a minimum of 10 consecutive business days during the 180 calendar day grace period.

The Company is monitoring the bid price of its common stock and will consider options available to it to potentially achieve compliance.

Item 1.01 Entry into a Material Definitive Agreement.

Amendment to Convertible Promissory Notes.

On May 6, 2019, Aethlon Medical Inc. (the “*Company*”), Alpha Capital Anstalt and Osher Capital Partners, LLC entered into an Amendment (the “*Note Amendment*”) to the outstanding Convertible Notes issued by the Company on November 6, 2014 and December 30, 2016, as amended to date (the “*Notes*”). The Note Amendment amends the conversion price for the Notes to \$0.68 per share. As of May 6, 2019, the outstanding balance of the Notes was \$992,592.

Item 3.03 Material Modification to Rights of Security Holders.

The information included in Item 1.01 of this Current Report on Form 8-K is hereby incorporated by reference into this Item 3.03.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No. Description

99.1 [Amendment to Convertible Notes, dated May 6, 2019, by and among Aethlon Medical, Inc., Alpha Capital Anstalt and Osher Capital Partners, LLC](#)

Forward-Looking Statements

Statements contained in this Current Report on Form 8-K regarding matters that are not historical facts are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Because such statements are subject to risks and uncertainties, actual results may differ materially from those expressed or implied by such forward-looking statements. Risks are described more fully in the Company’s filings with the Securities and Exchange Commission, including without limitation the Company’s most recent Quarterly Report on Form 10-Q and other documents subsequently filed with or furnished to the Securities and Exchange Commission. All forward-looking statements contained in this Current Report on Form 8-K speak only as of the date on which they were made. The Company undertakes no obligation to update such statements to reflect events that occur or circumstances that exist after the date on which they were made.

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.

Aethlon Medical, Inc.

Dated: May 8, 2019

By: /s/ James B. Frakes
James B. Frakes
Chief Financial Officer

Amendment to Convertible Notes

This **Amendment to Convertible Notes** (this "**Agreement**"), effective as of May 6, 2019 (the "**Effective Date**"), is made by and among **Aethlon Medical, Inc.**, a Nevada corporation (the "**Company**"), and the undersigned holders (collectively, the "**Note Holders**") of outstanding Convertible Notes issued by the Company on November 6, 2014 and December 30, 2016, as amended to date, as detailed on **Exhibit A** attached hereto (the "**Notes**"); and

Whereas, the Company and the Note Holders wish to amend the conversion price for the Notes as set forth in this Agreement.

Now Therefore, in consideration of the covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Amendment of Conversion Price.** Effective as of the date of this Agreement, the Conversion Price of the Notes shall be Sixty Eight cents per share (\$0.68).
2. **Representations and Warranties of the Note Holders.** Each Note Holder hereby represents and warrants to the Company that such Note Holder has the requisite power and authority to enter into this Agreement. The execution, delivery and performance of this Agreement by the Note Holder and the consummation by it of the transactions contemplated hereby have been duly authorized, and no further consent or authorization of the Note Holder is required. When executed and delivered by the Note Holder, this Agreement shall constitute a valid and binding obligation of the Note Holder enforceable against the Note Holder in accordance with its terms, except as the enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, conservatorship, receivership or similar laws relating to, or affecting generally the enforcement of, creditor's rights and remedies or by other equitable principles of general application.
3. **Representations and Warranties of the Company.** The Company hereby represents and Warrants to the Note Holders that:
 - (a) The Company is a corporation, duly incorporated, validly existing and in good standing under the laws of the State of Nevada.
 - (b) The Company has the requisite power and authority to enter into this Agreement. The execution, delivery and performance of this Agreement by the Company and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary corporate or partnership action, and no further consent or authorization of the Company or its Board of Directors or stockholders is required. When executed and delivered by the Company, this Agreement shall constitute a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as the enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, conservatorship, receivership or similar laws relating to, or affecting generally the enforcement of, creditor's rights and remedies or by other equitable principles of general application.

4. General.

4.1 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York without reference to conflicts of law provisions of and jurisdiction.

4.2 Entire Agreement. This Agreement constitutes the entire understanding of the parties to this Agreement with respect to the subject matter hereof and supersedes all other agreements and understandings between or among any of the parties with respect to the subject matter hereof. Except as otherwise amended in this Agreement, the terms of the Notes remain as originally drafted, as amended prior to the date hereof.

4.3 Amendment. Any term of this Agreement may be amended or waived only with the written consent of the Company and each Note Holder.

4.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors and permitted transferees, except as may be expressly provided otherwise herein. No party hereto may assign this Agreement without the prior written consent of the other party, and any purported assignment without the consent shall be void and without effect.

4.5 Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision, and the parties agree to negotiate, in good faith, a legal and enforceable substitute provision which most nearly effects the parties' intent in entering into this Agreement.

1. 4.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature pages follow]

In Witness Whereof, the parties hereto have executed or caused this Amendment to Convertible Notes to be executed as of the date set forth above.

AETHLON MEDICAL, INC.

By: /s/ James B. Frakes
Name: James B. Frakes
Title: Chief Financial Officer

ALPHA CAPITAL ANSTALT

By: /s/ Konrad Ackermann
Name: Konrad Ackermann
Title: Director

OSHER CAPITAL PARTNERS, LLC

By: /s/ signature

**EXHIBIT A
CONVERTIBLE NOTES**

Holder	Note Issuance Date	Note Balance 5/6/2019
Alpha Capital Anstalt	11/6/2014	\$493,603
Osher Capital Partners LLC	11/6/2014	\$111,960
Osher Capital Partners LLC	11/6/2014	\$7,248
Alpha Capital Anstalt	12/30/2016	\$203,075
Osher Capital Partners LLC	12/30/2016	\$162,000
Osher Capital Partners LLC	12/30/2016	\$14,706