

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

FORM 8-K

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

Date of Report (Date of earliest event reported): **August 6, 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 1.01 Entry Into A Material Definitive Agreement.

Amendment No. 1 to Common Stock Sales Agreement with H.C. Wainwright

On August 6, 2019, Aethlon Medical, Inc. (“we”) executed Amendment No. 1 to our Common Stock Sales Agreement with H.C. Wainwright & Co., LLC (“H.C. Wainwright”), effective as of August 5, 2019. The Common Stock Purchase Agreement was originally entered into by the parties on June 28, 2016 (as amended, the “Agreement”). The amendment provides that references in the Agreement to the Registration Statement shall refer to the registration statement on Form S-3 (File No. 333-231397), originally filed with the Securities and Exchange Commission on May 10, 2019, declared effective by the Securities and Exchange Commission on August 1, 2019.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No. Description _____

10.1 [Amendment No. 1 to Common Stock Sales Agreement, effective as of August 5, 2019, between Aethlon Medical, Inc. and H.C. Wainwright & Co., LLC.](#)

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: August 9, 2019

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

AMENDMENT NO. 1 TO COMMON STOCK SALES AGREEMENT

August 5, 2019

H.C. Wainwright & Co., LLC
430 Park Avenue
New York, NY 10022

Ladies and Gentlemen:

Aethlon Medical, Inc. (the "Company") and H.C. Wainwright & Co. LLC ("HCW") are parties to that certain Common Stock Sales Agreement dated June 28, 2016 (the "Original Agreement"). All capitalized terms not defined herein shall have the meanings ascribed to them in the Original Agreement. The parties, intending to be legally bound, hereby amend the Original Agreement as follows:

1. Reference to the "Registration Statement" in the Original Agreement shall refer to the registration statement on Form S-3 (File No. 333-231397), originally filed with the Securities and Exchange Commission on May 10, 2019 (as the same may be amended from time to time, "New Registration Statement"), declared effective by the Securities and Exchange Commission on August 1, 2019.

2. All references to "June 28, 2016" set forth in Schedule 1 and Exhibit 7(m) of the Original Agreement are revised to read "June 28, 2016 (as amended by Amendment No. 1 to Common Stock Sales Agreement, dated August 5, 2019)".

3. Except as specifically set forth herein, all other provisions of the Original Agreement shall remain in full force and effect.

4. This Amendment No. 1 to Common Stock Sales Agreement shall become effective upon the date that the New Registration Statement is declared effective under the Securities Act.

5. Entire Agreement; Amendment; Severability. This Amendment No. 1 to the Original Agreement together with the Original Agreement (including all schedules and exhibits attached hereto and thereto and Placement Notices issued pursuant hereto and thereto) constitutes the entire agreement and supersedes all other prior and contemporaneous agreements and undertakings, both written and oral, among the parties hereto with regard to the subject matter hereof. All references in the Original Agreement to the "Agreement" shall mean the Original Agreement as amended by this Amendment No. 1; *provided, however*, that all references to "date of this Agreement" in the Original Agreement shall continue to refer to the date of the Original Agreement.

6. Applicable Law; Consent to Jurisdiction. This amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the principles of conflicts of laws. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the state and federal courts sitting in the City of New York, borough of Manhattan, for the adjudication of any dispute hereunder or in connection with any transaction contemplated hereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof (certified or registered mail, return receipt requested) to such party at the address in effect for notices to it under this amendment 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.

7. Waiver of Jury Trial. The Company and HCW each hereby irrevocably waives any right it may have to a trial by jury in respect of any claim based upon or arising out of this amendment or any transaction contemplated hereby.

8. Counterparts. This amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed amendment by one party to the other may be made by facsimile transmission.

[Remainder of Page Intentionally Blank]

If the foregoing correctly sets forth the understanding among the Company and HCW, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding amendment to the Original Agreement between the Company and HCW.

Very truly yours,

AETHLON MEDICAL, INC.

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

H.C. WAINWRIGHT & CO., LLC

By: /s/ Edward D. Silvera 8/5/2019
Name: Edward D. Silvera
Title: Chief Operating Officer

[Signature page to Amendment No. 1 to Common Stock Issuance Sales Agreement]