

SECURITIES AND EXCHANGE COMMISSION
 WASHINGTON, D.C. 20549

FORM S-8
 REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

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

NEVADA
 (State or other jurisdiction of
 incorporation or organization)

13-3632859
 (I.R.S. Employer Identification No.)

7825 FAY AVENUE, SUITE 200
 LA JOLLA, CALIFORNIA
 (Address of Principal Executive Office)

92037
 (Zip Code)

AETHLON MEDICAL, INC. FIVE INDIVIDUAL STOCK OPTION
 PLANS WITH OFFICERS, DIRECTORS,
 AND INDEPENDENT CONSULTANTS
 (full title of the plans)

FRANKLYN S. BARRY, JR., CHIEF EXECUTIVE OFFICER
 AETHLON MEDICAL, INC.
 7825 FAY AVENUE, SUITE 200, LA JOLLA, CALIFORNIA, 92037
 (Name and address of agent for service)
 (858) 456-5777
 (Telephone number, including area code, of agent for service)

Copy to:

Edward B. Paulsen, Esq.
 Gibson, Haglund & Paulsen
 2 Park Plaza, Suite 450, Irvine, California 92614

CALCULATION OF REGISTRATION FEE

<TABLE>
 <CAPTION>

Title of securities to be registered	Proposed Amount to be registered	Proposed Maximum offering price per share	Maximum aggregate offering price(3)	Amount of registration fee (3)
<S> Common Stock issuable under the following:	<C>	<C>	<C>	<C>
INDIVIDUAL STOCK OPTION PLAN (1)	200,000	\$3.875	\$775,000.00	\$ 204.60
INDIVIDUAL STOCK OPTION PLAN (2)	15,000	\$3.875	\$58,125.00	\$ 15.35
TOTAL 215,000		\$833,125		\$ 219.95

FOOTNOTES ON FOLLOWING PAGE

(1) INDIVIDUAL STOCK OPTION PLAN: 200,000 SHARES ISSUABLE UPON THE EXERCISE OF OUTSTANDING OPTIONS AT \$3.25 PER SHARE AND HELD IN THE AMOUNTS INDICATED BY THE FOLLOWING INDEPENDENT CONTRACTOR:

Name and Position	Options Held
BRUCE H. HAGLUND, GENERAL COUNSEL OF THE REGISTRANT	200,000

(2) INDIVIDUAL STOCK OPTION PLANS: 15,000 SHARES ISSUABLE UPON THE EXERCISE OF

OUTSTANDING OPTIONS AT \$2.00 PER SHARE AND HELD IN THE AMOUNTS INDICATED BY THE FOLLOWING INDEPENDENT CONTRACTORS:

Name and Position -----	Options Held -----
BRUCE H. HAGLUND, GENERAL COUNSEL OF THE REGISTRANT	7,500
ALTON G. BURKHALTER, SPECIAL COUNSEL OF THE REGISTRANT	7,500

(3) THE REGISTRATION FEE IS BASED UPON THE CLOSING ASK QUOTATION OF THE COMPANY'S COMMON STOCK AS QUOTED ON THE OVER-THE-COUNTER BULLETIN BOARD OF \$3.875 ON NOVEMBER 7, 2000 FOR THE SHARES ISSUABLE UPON EXERCISE OF OPTIONS RESERVED FOR ISSUANCE.

IN THE EVENT THAT ANY OF THE OPTIONS OUTSTANDING LAPSE OR ARE FORFEITED PURSUANT TO THE TERMS OF THE PLANS UNDER WHICH THEY ARE ISSUED, THE OPTIONS AND THE SHARES RELATED THERETO WOULD AGAIN BE AVAILABLE FOR ISSUANCE AND SALE PURSUANT TO THIS REGISTRANT STATEMENT UNDER SUCH PLAN.

In addition, pursuant to Rule 416(c) under the Securities Act of 1933, this Registration Statement also covers an indeterminate amount of interests to be offered or sold pursuant to the employee benefit plan(s) described herein.

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PART I

INFORMATION REQUIRED IN THE
SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I (plan information and registrant information) will be sent or given to employees as specified by Rule 428(b)(1). Such documents need not be filed with the Securities and Exchange Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this form, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act of 1933.

PART II

INFORMATION REQUIRED IN THE
REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE.

The following documents filed by the Company with the Securities and Exchange Commission are incorporated herein by reference:

- (a) The Company's Current Report on Form 8-K/A filed on November 7, 2000, filed pursuant to Section 13 of the Exchange Act.
- (b) The Company's Current Report on Form 8-K filed on November 6, 2000, filed pursuant to Section 13 of the Exchange Act.
- (c) The Company's Current Report on Form 8-K/A filed on July 17, 2000, filed pursuant to Section 13 of the Exchange Act.
- (d) The Company's Current Report on Form 8-K filed on April 25, 2000, filed pursuant to Section 13 of the Exchange Act.
- (e) The Company's Proxy Statement for the Company's annual meeting of stockholders held on September 25, 2000.
- (f) The Company's Quarterly Report on Form 10-QSB for the quarter ended June 30, 2000, filed pursuant to Section 13 of the Exchange Act.
- (g) The Company's Annual Report on Form 10-KSB for the fiscal year ended March 31, 2000, filed pursuant to Section 13 of the Exchange Act.
- (h) The Company's Registration of Securities on Form SB-2 dated March 8, 1993.

In addition, all reports and other documents filed by the Company pursuant to Sections 13(a), 13(c), 14, and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities offered hereby

then remaining unsold, shall be deemed to be incorporated by reference herein and shall be deemed to be a part hereof from the date of the filing of each such report or document.

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ITEM 4. DESCRIPTION OF SECURITIES

The Common Stock of the Company, par value \$.001 per share (the "Common Stock") is registered pursuant to Section 12 of the Exchange Act, and, therefore, the description of securities is omitted.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

The financial statements and schedules of the Company included in the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 2000 have been incorporated by reference herein in reliance upon the report of Freed Maxick Sachs & Murphy, P.C., incorporated by reference herein, and upon the authority of such firm as experts in accounting and auditing.

The validity of the shares of Common Stock issued pursuant to the plans registered hereunder has been passed upon by Gibson, Haglund & Paulsen. Bruce H. Haglund, of Gibson, Haglund & Paulsen, is General Counsel of the Company and owns vested options to purchase 7,500 shares of the Company's Common Stock at \$2.00 per share and 200,000 shares at \$3.25 per share.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Company's Certificate of Incorporation permits the Company to indemnify its officers and directors to the fullest extent permitted by Nevada law. Section 78.751 of the Nevada Revised Statutes authorizes a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than a derivative suit in the name of the corporation) for any expenses, judgments, fines, amounts paid in settlement and other monetary damages actually and reasonably incurred by reason of the fact that such person was an officer, director, employee or agent of the corporation, if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to a criminal proceeding, had no reasonable cause to believe his or her conduct was unreasonable. Any indemnification by a Nevada corporation, unless ordered by a court, may be made only after a majority of the disinterested board of directors, independent legal counsel to the corporation or the corporation's shareholders have determined that indemnification is proper under the circumstances because the applicable standard of conduct was fulfilled. Nevada law allows a corporation to limit or eliminate the personal liability of directors to the corporation and its shareholders for monetary damages for breach of a director's fiduciary duties as a director. However, such a limitation does not affect the liability of a director for (i) any breach of the director's duty of loyalty to the corporation, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) intentional or negligent payments of unlawful dividends or stock redemptions or (iv) any transaction from which the director derived an improper personal benefit. The Company's Certificate of Incorporation makes provision for indemnification in terms sufficiently broad to permit indemnification under certain circumstances for liabilities including reimbursement for expenses incurred arising under the Securities Act of 1933, as amended (the "Act").

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS.

- 4.1 Nonstatutory Stock Option Agreement between the Company and Bruce H. Haglund, 200,000 shares at \$3.25, dated November 3, 2000.
- 4.2 Nonstatutory Stock Option Agreement between the Company and Bruce H. Haglund, 7,500 shares at \$2.00, dated September 25, 2000.
- 4.3 Nonstatutory Stock Option Agreement between the Company and Alton G. Burkhalter, 7,500 shares at \$2.00, dated September 25, 2000.
- 5.1 Opinion of Counsel to the Company, with respect to the legality of the shares.

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- 23.1 Consent of Counsel (included in the Opinion of Counsel filed as Exhibit 5.1).
- 23.2 Consent of Freed Maxick Sachs & Murphy, P.C.
- 24.1 Power of Attorney (included on signature page hereof)

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ITEM 9. UNDERTAKINGS.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the Prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represents a fundamental change in the information set forth in the Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

Provided, however, that Paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the Registration Statement is on Form S-3 or Form S-8 and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for the purpose of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

THE REGISTRANT. Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of LaJolla, State of California, on November 8, 2000.

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AETHLON MEDICAL, INC.

By: /s/Franklyn S. Barry, Jr.

Franklyn S. Barry, Jr., Chief Executive Officer

THE PLAN. Pursuant to the requirements of the Securities Act of 1933, the AETHLON MEDICAL, INC. Compensation Committee has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto

duly authorized, in the City of La Jolla, State of California, on November 8, 2000.

AETHLON MEDICAL, INC.
COMPENSATION COMMITTEE

/s/J Edward G. Broenniman

Edward G. Broenniman

/s/ John P. Penhune

John P. Penhune

/s/ Robert J. Lambrix

Robert J. Lambrix

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POWER OF ATTORNEY

We, the undersigned directors and officers of AETHLON MEDICAL, INC., do hereby constitute and appoint James A. Joyce and Edward B. Paulsen, or either of them, acting individually, our true and lawful attorneys and agents, to do any and all acts and things in our name and behalf in our capacities as directors and officers and to execute any and all instruments for us in our names in the capacities indicated below, which said attorneys and agents, or any one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act of 1933, as amended, and any rules, regulations, and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names and in the capacities indicated below, any and all amendments (including post-effective amendments) hereof; and we do hereby ratify and confirm all that the said attorneys and agents, or any of them, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

Signatures -----	Title -----	Date ----
/s/Franklyn S. Barry, Jr. ----- Franklyn S. Barry, Jr.	Chief Executive Officer (Principal Executive Officer) and Director	November 8, 2000
/s/John M. Murray ----- John M. Murray	Chief Financial Officer (Principal Financial and Accounting Officer) and Director	November 8, 2000
/s/James A. Joyce ----- James A. Joyce	Chairman of the Board, Director and Secretary	November 8, 2000
/s/Edward G. Broenniman ----- Edward G. Broenniman	Director	November 8, 2000
/s/Robert J. Lambrix ----- Robert J. Lambrix	Director	November 8, 2000
/s/John P. Penhune ----- John P. Penhune	Director	November 8, 2000

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EXHIBIT INDEX

<TABLE>
<CAPTION>

Exhibit Number -----	Name of Exhibit -----
<S> 4.1	<C> Nonstatutory Stock Option Agreement between the Company and Bruce H. Haglund for 200,000 shares at \$3.25, dated November 3, 2000.

- 4.2 Nonstatutory Stock Option Agreement between the Company and Bruce H. Haglund for 7,500 shares at \$2.00, dated September 25, 2000.
 - 4.3 Nonstatutory Stock Option Agreement between the Company and Alton G. Burkhalter for 7,500 shares at \$2.00, dated September 25, 2000.
 - 5.1 Opinion of Counsel to the Company, with respect to the legality of the shares.
 - 23.1 Consent of Counsel (included in the Opinion of Counsel filed as Exhibit 5.1).
 - 23.2 Consent of Freed Maxick Sachs & Murphy, P.C.
 - 24.1 Power of Attorney (included on signature page hereof)
- </TABLE>

NON-STATUTORY
STOCK OPTION AGREEMENT
OF
AETHLON, INC.

THIS NON-STATUTORY STOCK OPTION AGREEMENT, hereinafter referred to as the "Option" or the "Agreement," is made as of the 3rd day of November, 2000, between AETHLON, MEDICAL, INC., a Nevada corporation (hereinafter referred to as the "COMPANY") and BRUCE H. HAGLUND (the "OPTIONEE"), residing at 20 Foxboro, Irvine, California 92614.

The Board of Directors of the COMPANY hereby grants an option on 200,000 shares of common stock of the COMPANY ("Common Stock") to the OPTIONEE at the price and in all respects subject to the terms, definitions and provisions of the Agreement.

1. OPTION PRICE. The option price is \$3.25 per share.

2. EXERCISE OF OPTION.

2.1 RIGHT TO EXERCISE. The options shall be exercisable by the OPTIONEE, his personal representative, or his assignee, in whole or in part in accordance with the terms of this Agreement and is exercisable for a period of five (5) years from the date hereof; expiring on December 31, 2005.

2.2 METHOD OF EXERCISE. This Option shall be exercisable by a written notice which shall:

(a) State the election to exercise the Option, the number of shares in respect of which it is being exercised, the person in whose name the shares are to be issued (if the shares are issued to individuals), the names, addresses and Social Security Numbers of such persons; and

(b) Contain such representations and agreements as to the holder's investment intent with respect to such shares of Common Stock as are required by law may be satisfactory to the COMPANY's counsel; and

(c) Be signed by the person or persons entitled to exercise the Option and, if the Option is being exercised by any person or persons other than the OPTIONEE, be accompanied by proof, satisfactory to counsel for the COMPANY, of the right of such person or persons to exercise the Option; and

(d) Be accompanied by a payment for the purchase price of those shares with respect to which the Option is being exercised in the form of a certified or bank cashier's or teller's check. The certificate or certificates for shares of Common Stock as to which the Option shall be exercised shall be registered in the name of the person or persons exercising the Option.

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2.3 RESTRICTIONS ON EXERCISE. As a condition to his exercise of this Option, the COMPANY may require the person exercising this Option to comply with applicable laws or regulations.

3. TRANSFERABILITY OF OPTION. This Option may be transferred in any manner by will or the laws of descent or distribution and may be exercised during the lifetime of the OPTIONEE by an assignee of the OPTIONEE.

4. STOCK SUBJECT TO THE OPTION. The COMPANY shall set aside 200,000 shares of the Common Stock which it now holds as authorized and unissued shares. If the Option should expire or become unexercisable for any reason without having been exercised in full, the unpurchased shares which were subject thereto shall be free from any restrictions occasioned by this Option Agreement. If the COMPANY has been listed on a stock exchange, the COMPANY will not be required to issue or deliver any certificate or certificates for shares to be issued hereunder until such shares have been listed (or authorized for listing upon official notice of issuance) upon each stock exchange on which outstanding shares of the same class may then be listed and until the COMPANY has taken such steps as may, in the opinion of counsel for the CORPORATION, be required by law and applicable regulations, including the rules and regulations of the Securities and Exchange Commission, and state blue sky laws and regulations, in connection with the issuance or sale of such shares, and the listing of such shares on each such exchange. The COMPANY will use its best efforts to comply with any such requirements forthwith upon the exercise of the Option.

5. ADJUSTMENTS UPON CHANGES IN CAPITALIZATION. If all or any portion of the Option is exercised subsequent to any stock dividend, split-up, capitalization, combination or exchange of shares, merger, consolidation, acquisition of property or stock, separation, reorganization, or other similar change or transaction of or by the COMPANY, as a result of which shares of any class shall

be issued in respect of outstanding shares of the class covered by the Option or shares of the class covered by the Option shall be changed into the same or a different number of shares of the same or another class or classes, the person or persons so exercising such an Option shall receive, for the aggregate option price payable upon such exercise of the Option, the aggregate number and class of shares equal to the number and class of shares he or she would have had on the date of exercise had the shares been purchased for the same aggregate price at the date the Option was granted and had not been disposed of, taking into consideration any such stock dividend, split-up, recapitalization, combination or exchange of shares, merger, consolidation, acquisition of property or stock, separation, reorganization, or other similar change or transaction; provided, however, that no fractional share shall be issued upon any such exercise, and the aggregate price paid shall be appropriately reduced on account of any fractional share not issued. Provided, however, any shares which are issued at or about this option price or pursuant to a warrant or options whose exercise price is at or above the exercise price provided in the agreement shall not be considered to be diluted for the purpose of this agreement and no adjustment will be made.

6. NOTICES. Each notice relating to this Agreement shall be in writing and delivered in person or by certified mail to the proper address. Each notice shall be deemed to have been given on the date it is received. Each notice to the COMPANY shall be addressed to it at its principal office, at 7825 Fay Avenue, Suite 200, LaJolla, California 92037, to the attention of the Secretary of the COMPANY. Each notice to the OPTIONEE or other person or persons then entitled to exercise the Option shall be addressed to the OPTIONEE or such other person or persons at the OPTIONEE's address set forth in the heading of this Agreement. Anyone to whom a notice may be given under this Agreement may designate a new address by notice to that effect.

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7. BENEFITS OF AGREEMENT. This Agreement shall inure to the benefit of and be binding upon each successor of the COMPANY. All obligations imposed upon the OPTIONEE and all rights granted to the COMPANY under this Agreement shall be binding upon the OPTIONEE's heirs, legal representatives, and successors. This Agreement shall be the sole and exclusive source of any and all rights which the OPTIONEE, his heirs, legal representatives, or successors may have in respect to the Plan or any options or Common Stock granted or issued thereunder, whether to him, or herself, or to any other person.

8. RESOLUTION OF DISPUTES. Any dispute or disagreement which should arise under, or as a result of, or in any way relate to, the interpretation, construction or application of this Agreement will be determined by the Board of Directors of the COMPANY. Any determination made hereunder shall be final, binding, and conclusive for all purposes.

IN WITNESS WHEREOF, the COMPANY and the OPTIONEE have caused this Agreement to be executed as of the day, month and year first above-written.

COMPANY: AETHLON MEDICAL, INC.
a Nevada corporation

(CORPORATE SEAL)

By: _____
Franklyn S. Barry, Jr., PRESIDENT

OPTIONEE: _____
BRUCE H. HAGLUND

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NON-STATUTORY
STOCK OPTION AGREEMENT
OF
AETHLON MEDICAL, INC.

THIS NON-STATUTORY STOCK OPTION AGREEMENT, hereinafter referred to as the "Option" or the "Agreement," replaces and supersedes the Non-Statutory Stock Option Agreement entered into as of July 15, 1998, by and between Aethlon, Inc., a California corporation (the "Subsidiary"), and BRUCE H. HAGLUND, and is hereby made as of the 25th day of September, 2000, between AETHLON MEDICAL, INC., a Nevada corporation (hereinafter referred to as the "COMPANY") and BRUCE H. HAGLUND (the "OPTIONEE"), residing at 20 Foxboro, Irvine, California 92614.

In connection with the acquisition of the Subsidiary on March 10, 1999, the Board of Directors of the COMPANY hereby acknowledges the assumption of an option on 7,500 shares of common stock of the Subsidiary by the COMPANY so that the OPTIONEE shall have an option to purchase 7,500 shares of the common stock of the Company ("Common Stock") at the price and in all respects subject to the terms, definitions and provisions of the Agreement.

1. OPTION PRICE. The option price is \$2.00 per share.

2. EXERCISE OF OPTION.

2.1 RIGHT TO EXERCISE. The options shall be exercisable by the OPTIONEE, his personal representative, or his assignee, in whole or in part in accordance with the terms of this Agreement and is exercisable for a period of ten (10) years from the date hereof; expiring on July 15, 2008.

2.2 METHOD OF EXERCISE. This Option shall be exercisable by a written notice which shall:

(a) State the election to exercise the Option, the number of shares in respect of which it is being exercised, the person in whose name the shares are to be issued (if the shares are issued to individuals), the names, addresses and Social Security Numbers of such persons; and

(b) Contain such representations and agreements as to the holder's investment intent with respect to such shares of Common Stock as are required by law may be satisfactory to the COMPANY's counsel; and

(c) Be signed by the person or persons entitled to exercise the Option and, if the Option is being exercised by any person or persons other than the OPTIONEE, be accompanied by proof, satisfactory to counsel for the COMPANY, of the right of such person or persons to exercise the Option; and

(d) Be accompanied by a payment for the purchase price of those shares with respect to which the Option is being exercised in the form of a certified or bank cashier's or teller's check.

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The certificate or certificates for shares of Common Stock as to which the Option shall be exercised shall be registered in the name of the person or persons exercising the Option.

2.3 RESTRICTIONS ON EXERCISE. As a condition to his exercise of this Option, the COMPANY may require the person exercising this Option to comply with applicable laws or regulations.

3. TRANSFERABILITY OF OPTION. This Option may be transferred in any manner by will or the laws of descent or distribution and may be exercised during the lifetime of the OPTIONEE by an assignee of the OPTIONEE.

4. STOCK SUBJECT TO THE OPTION. The COMPANY shall set aside 7,500 shares of the Common Stock which it now holds as authorized and unissued shares. If the Option should expire or become unexercisable for any reason without having been exercised in full, the unpurchased shares which were subject thereto shall be free from any restrictions occasioned by this Option Agreement. If the COMPANY has been listed on a stock exchange, the COMPANY will not be required to issue or deliver any certificate or certificates for shares to be issued hereunder until such shares have been listed (or authorized for listing upon official notice of issuance) upon each stock exchange on which outstanding shares of the same class may then be listed and until the COMPANY has taken such steps as may, in the opinion of counsel for the CORPORATION, be required by law and applicable regulations, including the rules and regulations of the Securities and Exchange Commission, and state blue sky laws and regulations, in connection with the issuance or sale of such shares, and the listing of such shares on each such exchange. The COMPANY will use its best efforts to comply with any such requirements forthwith upon the exercise of the Option.

5. ADJUSTMENTS UPON CHANGES IN CAPITALIZATION. If all or any portion of the Option is exercised subsequent to any stock dividend, split-up, capitalization, combination or exchange of shares, merger, consolidation, acquisition of property or stock, separation, reorganization, or other similar change or transaction of or by the COMPANY, as a result of which shares of any class shall be issued in respect of outstanding shares of the class covered by the Option or shares of the class covered by the Option shall be changed into the same or a different number of shares of the same or another class or classes, the person or persons so exercising such an Option shall receive, for the aggregate option price payable upon such exercise of the Option, the aggregate number and class of shares equal to the number and class of shares he or she would have had on the date of exercise had the shares been purchased for the same aggregate price at the date the Option was granted and had not been disposed of, taking into consideration any such stock dividend, split-up, recapitalization, combination or exchange of shares, merger, consolidation, acquisition of property or stock, separation, reorganization, or other similar change or transaction; provided, however, that no fractional share shall be issued upon any such exercise, and the aggregate price paid shall be appropriately reduced on account of any fractional share not issued. Provided, however, any shares which are issued at or about this option price or pursuant to a warrant or options whose exercise price is at or above the exercise price provided in the agreement shall not be considered to be diluted for the purpose of this agreement and no adjustment will be made.

6. NOTICES. Each notice relating to this Agreement shall be in writing and delivered in person or by certified mail to the proper address. Each notice shall be deemed to have been given on the date it is received. Each notice to the COMPANY shall be addressed to it at its principal office, at 7825 Fay Avenue, Suite 200, LaJolla, California 92037, to the attention of the Secretary of the COMPANY. Each notice to the OPTIONEE or other person or persons then entitled to exercise the Option shall be

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addressed to the OPTIONEE or such other person or persons at the OPTIONEE's address set forth in the heading of this Agreement. Anyone to whom a notice may be given under this Agreement may designate a new address by notice to that effect.

7. BENEFITS OF AGREEMENT. This Agreement shall inure to the benefit of and be binding upon each successor of the COMPANY. All obligations imposed upon the OPTIONEE and all rights granted to the COMPANY under this Agreement shall be binding upon the OPTIONEE's heirs, legal representatives, and successors. This Agreement shall be the sole and exclusive source of any and all rights which the OPTIONEE, his heirs, legal representatives, or successors may have in respect to the Plan or any options or Common Stock granted or issued thereunder, whether to him, or herself, or to any other person.

8. RESOLUTION OF DISPUTES. Any dispute or disagreement which should arise under, or as a result of, or in any way relate to, the interpretation, construction or application of this Agreement will be determined by the Board of Directors of the COMPANY. Any determination made hereunder shall be final, binding, and conclusive for all purposes.

IN WITNESS WHEREOF, the COMPANY and the OPTIONEE have caused this Agreement to be executed as of the day, month and year first above-written.

COMPANY: AETHLON MEDICAL, INC.
a Nevada corporation

(CORPORATE SEAL)

By: _____
Franklyn S. Barry, Jr., PRESIDENT

OPTIONEE: _____
BRUCE H. HAGLUND

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NON-STATUTORY
STOCK OPTION AGREEMENT
OF
AETHLON MEDICAL, INC.

THIS NON-STATUTORY STOCK OPTION AGREEMENT, hereinafter referred to as the "Option" or the "Agreement," replaces and supercedes the Non-Statutory Stock Option Agreement entered into as of July 15, 1998, by and between Aethlon, Inc., a California corporation and Alton G. Burkhalter, and is hereby made as of the 25th day of September, 2000, between AETHLON MEDICAL, INC., a Nevada corporation (hereinafter referred to as the "COMPANY") and ALTON G. BURKHALTER (the "OPTIONEE"), whose address is 2010 Main Street, Irvine, California 92614.

In connection with the acquisition of the Subsidiary on March 10, 1999, the Board of Directors of the COMPANY hereby acknowledges the assumption of an option on 7,500 shares of common stock of the Subsidiary by the COMPANY so that the OPTIONEE shall have an option to purchase 7,500 shares of the common stock of the Company ("Common Stock") at the price and in all respects subject to the terms, definitions and provisions of the Agreement.

1. OPTION PRICE. The option price is \$2.00 per share.

2. EXERCISE OF OPTION.

2.1 RIGHT TO EXERCISE. The options shall be exercisable by the OPTIONEE, his personal representative, or his assignee, in whole or in part in accordance with the terms of this Agreement and is exercisable for a period of ten (10) years from the date hereof; expiring on July 15, 2008.

2.2 METHOD OF EXERCISE. This Option shall be exercisable by a written notice which shall:

(a) State the election to exercise the Option, the number of shares in respect of which it is being exercised, the person in whose name the shares are to be issued (if the shares are issued to individuals), the names, addresses and Social Security Numbers of such persons; and

(b) Contain such representations and agreements as to the holder's investment intent with respect to such shares of Common Stock as are required by law may be satisfactory to the COMPANY's counsel; and

(c) Be signed by the person or persons entitled to exercise the Option and, if the Option is being exercised by any person or persons other than the OPTIONEE, be accompanied by proof, satisfactory to counsel for the COMPANY, of the right of such person or persons to exercise the Option; and

(d) Be accompanied by a payment for the purchase price of those shares with respect to which the Option is being exercised in the form of a certified or bank cashier's or teller's check.

1

The certificate or certificates for shares of Common Stock as to which the Option shall be exercised shall be registered in the name of the person or persons exercising the Option.

2.3 RESTRICTIONS ON EXERCISE. As a condition to his exercise of this Option, the COMPANY may require the person exercising this Option to comply with applicable laws or regulations.

3. TRANSFERABILITY OF OPTION. This Option may be transferred in any manner by will or the laws of descent or distribution and may be exercised during the lifetime of the OPTIONEE by an assignee of the OPTIONEE.

4. STOCK SUBJECT TO THE OPTION. The COMPANY shall set aside 7,500 shares of the Common Stock which it now holds as authorized and unissued shares. If the Option should expire or become unexercisable for any reason without having been exercised in full, the unpurchased shares which were subject thereto shall be free from any restrictions occasioned by this Option Agreement. If the COMPANY has been listed on a stock exchange, the COMPANY will not be required to issue or deliver any certificate or certificates for shares to be issued hereunder until such shares have been listed (or authorized for listing upon official notice of issuance) upon each stock exchange on which outstanding shares of the same class may then be listed and until the COMPANY has taken such steps as may, in the opinion of counsel for the CORPORATION, be required by law and applicable regulations, including the rules and regulations of the Securities and Exchange Commission, and state blue sky laws and regulations, in connection with the issuance or sale of such shares, and the listing of such shares on each such exchange. The COMPANY will use its best efforts to comply with any such requirements forthwith upon the exercise of the Option.

5. ADJUSTMENTS UPON CHANGES IN CAPITALIZATION. If all or any portion of the Option is exercised subsequent to any stock dividend, split-up, capitalization, combination or exchange of shares, merger, consolidation, acquisition of property or stock, separation, reorganization, or other similar change or transaction of or by the COMPANY, as a result of which shares of any class shall be issued in respect of outstanding shares of the class covered by the Option or shares of the class covered by the Option shall be changed into the same or a different number of shares of the same or another class or classes, the person or persons so exercising such an Option shall receive, for the aggregate option price payable upon such exercise of the Option, the aggregate number and class of shares equal to the number and class of shares he or she would have had on the date of exercise had the shares been purchased for the same aggregate price at the date the Option was granted and had not been disposed of, taking into consideration any such stock dividend, split-up, recapitalization, combination or exchange of shares, merger, consolidation, acquisition of property or stock, separation, reorganization, or other similar change or transaction; provided, however, that no fractional share shall be issued upon any such exercise, and the aggregate price paid shall be appropriately reduced on account of any fractional share not issued. Provided, however, any shares which are issued at or about this option price or pursuant to a warrant or options whose exercise price is at or above the exercise price provided in the agreement shall not be considered to be diluted for the purpose of this agreement and no adjustment will be made.

6. NOTICES. Each notice relating to this Agreement shall be in writing and delivered in person or by certified mail to the proper address. Each notice shall be deemed to have been given on the date it is received. Each notice to the COMPANY shall be addressed to it at its principal office, at 7825 Fay Avenue, Suite 200, LaJolla, California 92037, to the attention of the Secretary of the COMPANY. Each notice to the OPTIONEE or other person or persons then entitled to exercise the Option shall be

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addressed to the OPTIONEE or such other person or persons at the OPTIONEE's address set forth in the heading of this Agreement. Anyone to whom a notice may be given under this Agreement may designate a new address by notice to that effect.

7. BENEFITS OF AGREEMENT. This Agreement shall inure to the benefit of and be binding upon each successor of the COMPANY. All obligations imposed upon the OPTIONEE and all rights granted to the COMPANY under this Agreement shall be binding upon the OPTIONEE's heirs, legal representatives, and successors. This Agreement shall be the sole and exclusive source of any and all rights which the OPTIONEE, his heirs, legal representatives, or successors may have in respect to the Plan or any options or Common Stock granted or issued thereunder, whether to him, or herself, or to any other person.

8. RESOLUTION OF DISPUTES. Any dispute or disagreement which should arise under, or as a result of, or in any way relate to, the interpretation, construction or application of this Agreement will be determined by the Board of Directors of the COMPANY. Any determination made hereunder shall be final, binding, and conclusive for all purposes.

IN WITNESS WHEREOF, the COMPANY and the OPTIONEE have caused this Agreement to be executed as of the day, month and year first above-written.

COMPANY: AETHLON MEDICAL, INC.
a Nevada corporation

(CORPORATE SEAL)

By:

Franklyn S. Barry, Jr., PRESIDENT

OPTIONEE:

ALTON G. BURKHALTER

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November 8, 2000

Aethlon Medical, Inc.
7825 Fay Avenue, Suite 200
La Jolla, California, 92037

Re: Registration of Shares of Common Stock
Issuable Pursuant to Stock Option Plans

Gentlemen:

We have examined a copy of the Registration Statement on Form S-8 (the "Registration Statement") of Aethlon Medical, Inc., a Nevada corporation (the "Company"), for the registration under the Securities Act of 1933, as amended, of up to 215,000 shares of the Company's Common Stock, par value \$.001 per share (the "Shares"), issuable upon exercise of options granted pursuant to individual stock option agreements with consultants to the Company (the "Agreements"). We have also examined the Articles of Incorporation of the Company, the Plan, the Agreements, and such other corporate records and other documents as we have deemed necessary in order to express the opinion set forth below.

We are of the opinion that, upon exercise of the options granted under the Plans and the Agreements, and payment in full of the exercise price therefor, the Shares will have been duly authorized, validly issued, and fully paid and nonassessable shares of Common Stock of the Company under the laws of the State of Nevada, where the Company is incorporated.

We hereby consent to the reference to this firm under Item 5 of the Registration Statement and to the filing of this opinion, including this consent, as an exhibit to the Registration Statement.

Very truly yours,

Edward B. Paulsen,
Gibson, Haglund & Paulsen

EXHIBIT 23.2
INDEPENDENT AUDITORS' CONSENT

We hereby consent to the use in this Registration Statement on Form S-8 of our report, dated June 2, 2000, which includes and emphasis paragraph relating to an uncertainty as to the Company's ability to continue as a going concern, on the consolidated financial statements of Aethlon Medical, Inc. and Subsidiaries included in its Annual Report on Form 10-KSB for the year ended March 31, 2000, filed with the Securities and Exchange Commission.

FREED MAXICK SACHS & MURPHY, P.C.

Buffalo, NY
November 13, 2000