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

FORM 8-K/A
(Amendment No.1)

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): March 28, 2014

APOLLO MEDICAL HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware	000-25809	**46-3837784**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

700 N. Brand Blvd., Suite 220, Glendale, CA 91203
(Address of principal executive offices) (zip code)

(818) 396-8050
(Registrant's telephone number, including area code)

N/A
(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))

Explanatory Note

The purpose of this Current Report on Form 8-K/A is to amend the Current Report on Form 8-K of Apollo Medical Holdings, Inc. (the "Company"), filed with the Securities and Exchange Commission (the "SEC") on March 31, 2014 (the "Original Filing"). The Original Filing described the terms of an equity and debt investment (the "Investment") for up to $12.0 million with NNA of Nevada, Inc. ("Lender") and this Form 8-K/A describes the terms of several ancillary agreements entered into in connection with the Investment. Except as specifically amended herein, the Original Filing remains unchanged.

Item 1.01 Entry into a Material Definitive Agreement

As part of the Investment, and as a closing condition to that certain Credit Agreement between the Company and Lender, dated March 28, 2014 (the "Credit Agreement"), on March 28, 2014, Apollo Medical Management, Inc. ("Apollo Management"), a subsidiary of the Company, entered into Employment Agreements with each of Warren Hosseinion, M.D., the Company's Chief Executive Officer (the "Hosseinion Employment Agreement") and Adrian Vazquez, M.D. (the "Vazquez Employment Agreement" and, together with the Hosseinion Employment Agreement, the "Employment Agreements"), pursuant to which Dr. Hosseinion and Dr. Vazquez have agreed to serve as senior executives of Apollo Management. The Employment Agreements provide for (i) base salary of $200,000 per year, (ii) participation in any incentive compensation plans and stock plans of Apollo Management that are available to other similarly positioned employees of Apollo Management, and (iii) reimbursement of expenses incurred on behalf of Apollo Management.

Apollo Management has the right under the Hosseinion Employment Agreement to terminate Dr. Hosseinion for cause if, among other things, there is a material and uncured breach by Dr. Hosseinion of any of the following agreements: (i) the Hosseinion Hospitalist Participation Agreement (as defined below) or other employment agreement with ApolloMed Hospitalists, a California professional corporation ("AH"), (ii) that certain Shareholder Agreement dated as of March 28, 2014, by and among Dr. Hosseinion, the Company, Apollo Management, Adrian Vazquez, M.D. and Lender (the "Shareholder Agreement"), a copy of which was filed as Exhibit 10.11 with the Original Filing, (iii) the Maverick Physician Shareholder Agreement (as defined below), (iv) the ACC Physician Shareholder Agreement (as defined below), or (v) the AH Physician Shareholder Agreement (as defined below). Apollo Management has the right under the Vazquez Employment Agreement to terminate Dr. Vazquez for cause if, among other things, there is a material and uncured breach by Dr. Vazquez of either (i) the Vazquez Hospitalist Participation Agreement (as defined below) or other employment agreement with AH or (ii) the Shareholder Agreement. The Employment Agreements replaced, and thereby terminated, prior employment agreements between Apollo Management and each of Dr. Hosseinion and Dr. Vazquez.

Also on March 28, 2014, AH entered into Hospitalist Participation Service Agreements with each of Dr. Hosseinion (the "Hosseinion Hospitalist Participation Agreement") and Dr. Vazquez (the "Vazquez Hospitalist Participation Agreement" and, together with the Hosseinion Hospitalist Participation Agreement, the "Hospitalist Participation Agreements"), pursuant to which Dr. Hosseinion and Dr. Vazquez provide physician services for AH. The Hospitalist Participation Agreements provide for (i) base salary of $195,000 per year, (ii) a $55,000 annual car and communications allowance, and (iii) reimbursement of reasonable business expenses. The Hospitalist Participation Agreements replaced, and thereby terminated, prior hospitalist participation service agreements between AH and each of Dr. Hosseinion and Dr. Vazquez.

As a condition of the Company causing its affiliates to enter into the Hospitalist Participation Agreements and the Employment Agreements, on March 28, 2014, the Company entered into Stock Option Agreements with each of Dr. Hosseinion (the "Hosseinion Stock Option Agreement") and Dr. Vazquez (the "Vazquez Stock Option Agreement" and, together with the Hosseinion Stock Option Agreement, the "Stock Option Agreements"). The Stock Option Agreements provide that each of Dr. Hosseinion and Dr. Vazquez grant the Company the option to purchase (at fair market value) all equity interests in the Company held by Dr. Hosseinion or Dr. Vazquez, as applicable, in the event that (i) either the applicable Hospitalist Participation Agreement or the applicable Employment Agreement is terminated by the Company for cause due to a willful or intentional breach by Dr. Hosseinion or Dr. Vazquez, as applicable, (ii) Dr. Hosseinion or Dr. Vazquez, as applicable, commits fraud or any felony against the Company or any of its affiliates, (iii) Dr. Hosseinion or Dr. Vazquez, as applicable, directly or indirectly solicits any patients, customers, clients, employees, agents or independent contractors of the Company or any of its affiliates for competitive purposes or (iv) Dr. Hosseinion or Dr. Vazquez, as applicable, directly or indirectly Competes (as such term is defined in the Stock Option Agreements) with the Company or any of its affiliates.

On March 28, 2014, Apollo Management amended and restated its Management Services Agreement with each of ApolloMed Care Clinic, a California professional corporation ("ACC"), Maverick Medical Group Inc., a California professional corporation ("Maverick"), and AH. Dr. Hosseinion currently holds all the issued and outstanding shares of each of ACC, Maverick and AH (collectively, the "Practices"). The agreement with ACC (the "ACC Management Agreement") amended and restated the prior Management Agreement between the parties, dated July 31, 2013. The agreement with Maverick (the "Maverick Management Agreement") amended and restated the prior Management Agreement between the parties, dated February 1, 2013. The agreement with AH (the "AH Management Agreement" and together with the ACC Management Agreement and the Maverick Management Agreement, the "Management Agreements") amended and restated the prior Management Agreement between the parties, dated March 20, 2009. The Management Agreements provide that Apollo Management has exclusive authority to manage each of the Practices and is obligated to provide all non-physician personnel. Apollo Management is entitled to management fees as set forth in the respective agreements. The Management Agreements replaced, and thereby terminated, prior management agreements between Apollo Management and each Practice.

As a condition to entry into the Managements Agreements, on March 28, 2014, Dr. Hosseinion entered into Physician Shareholder Agreements in favor of Apollo Management and the Company, for the account of each of ACC (the "ACC Physician Shareholder Agreement"), Maverick (the "Maverick Physician Shareholder Agreement") and AH (the "AH Physician Shareholder Agreement" and, together with the ACC Physician Shareholder Agreement and the Maverick Physician Shareholder Agreement, the "Physician Shareholder Agreements"). The purpose of the Physician Shareholder Agreements is to memorialize the agreement of Dr. Hosseinion to act in accordance with the Management Agreements, and to the extent of Dr. Hosseinion's personal authority, to refrain from any action or inaction that would result in a breach by any Practice of its obligations under its respective Management Agreement. To that end, each Physician Shareholder Agreement contains covenants which obligate Dr. Hosseinion to comply with the applicable Management Agreement and restricts Dr. Hosseinion's ability to transfer equity held by Dr. Hosseinion in the applicable Practice or to issue new equity in the applicable Practice. Each Management Agreement also provides the Company with the right to designate a third party to acquire all (or such amount such that the transferee would acquire a 51% interest) of Dr. Hosseinion's equity in the applicable Practice for $100, subject to a fair market value adjustment, if applicable. The Lender has certain rights to require the Company to exercise its acquisition right upon notice pursuant to the terms of the Credit Agreement and that certain Convertible Secured Note, made by the Company in favor of the Lender, dated March 28, 2014. To the extent that Dr. Hosseinion transfers all of his equity in any Practice in connection with such acquisition right, Dr. Hosseinion is subject to certain non-solicitation and non-competition provisions, as set forth in each Physician Shareholder Agreement.

In addition, as a condition to the closing of the Credit Agreement, on March 28, 2014, Apollo Management entered into Amendment No.1 to the Intercompany Revolving Loan Agreement with each of ACC (the "ACC Amended Loan Agreement"), Maverick (the "Maverick Amended Loan Agreement") and AH (the "AH Amended Loan Agreement" and together with the ACC Amended Loan Agreement and the Maverick Amended Loan Agreement, the "Amended Loan Agreements"). The ACC Amended Loan Agreement amended the Intercompany Revolving Loan Agreement between the parties, dated July 31, 2013, pursuant to which Apollo Management agreed to provide ACC with a revolving loan commitment of up to $1.0 million. The Maverick Amended Loan Agreement amended the Intercompany Revolving Loan Agreement between the parties, dated February 1, 2013, pursuant to which Apollo Management agreed to provide Maverick with a revolving loan commitment of up to $5.0 million. The AH Amended Loan Agreement amended the Intercompany Revolving Loan Agreement between the parties, dated September 30, 2013, pursuant to which Apollo Management agreed to provide AH with a revolving loan commitment of up to $10.0 million. Each Amended Loan Agreement provides that Apollo Management's obligation to make any advances shall automatically terminate concurrently with the termination of the applicable Management Agreement. In addition, each Amended Loan Agreement provides that (i) any material breach by Dr. Hosseinion of the applicable Physician Shareholder Agreement or (ii) the termination of the applicable Management Agreement, shall constitute an event of default under the Amended Loan Agreement.

A copy of the Hosseinion Employment Agreement, the Vazquez Employment Agreement, the Hosseinion Hospitalist Participation Agreement, the Vazquez Hospitalist Participation Agreement, the Hosseinion Stock Option Agreement, the Vazquez Stock Option Agreement, the ACC Management Agreement, the Maverick Management Agreement, the AH Management Agreement, the ACC Physician Shareholder Agreement, the Maverick Physician Shareholder Agreement, the AH Physician Shareholder Agreement, the ACC Amended Loan Agreement, the Maverick Amended Loan Agreement, and the AH Amended Loan Agreement are attached hereto as Exhibits 10.13, 10.14, 10.15, 10.16, 10.17, 10.18, 10.19, 10.20, 10.21, 10.22, 10.23, 10.24, 10.25, 10.26, and 10.27, respectively, and are incorporated herein by reference. The foregoing description is qualified in its entirety by reference to the Hosseinion Employment Agreement, the Vazquez Employment Agreement, the Hosseinion Hospitalist Participation Agreement, the Vazquez Hospitalist Participation Agreement, the Hosseinion Stock Option Agreement, the Vazquez Stock Option Agreement, the ACC Management Agreement, the Maverick Management Agreement, the AH Management Agreement, the ACC Physician Shareholder Agreement, the Maverick Physician Shareholder Agreement, the AH Physician Shareholder Agreement, the ACC Amended Loan Agreement, the Maverick Amended Loan Agreement, and the AH Amended Loan Agreement.

Item 1.02 Termination of a Material Definitive Agreement.

The description of the terminated employment agreements, hospitalist participation service agreements, and management agreements, discussed above under Item 1.01, is incorporated by reference herein.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

The description of the agreements to which Dr. Hosseinion is a party, directly or indirectly, discussed above under Item 1.01, including the Hosseinion Employment Agreement, the Hosseinion Hospitalist Participation Agreement, the Hosseinion Stock Option Agreement, the ACC Management Agreement, the Maverick Management Agreement, the AH Management Agreement, the ACC Physician Shareholder Agreement, the Maverick Physician Shareholder Agreement, the AH Physician Shareholder Agreement, the ACC Amended Loan Agreement, the Maverick Amended Loan Agreement, and the AH Amended Loan Agreement, are incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.13 Employment Agreement, between Apollo Medical Management, Inc. and Warren Hosseinion, M.D., dated March 28, 2014.

10.14 Employment Agreement, between Apollo Medical Management, Inc. and Adrian Vazquez, M.D., dated March 28, 2014.

10.15 Hospitalist Participation Service Agreement, between ApolloMed Hospitalists and Warren Hosseinion, M.D., dated March 28, 2014.

10.16 Hospitalist Participation Service Agreement, between ApolloMed Hospitalists and Adrian Vazquez, M.D., dated March 28, 2014.

10.17 Stock Option Agreement, between Warren Hosseinion, M.D. and Apollo Medical Holdings, Inc., dated March 28, 2014.

10.18 Stock Option Agreement, between Adrian Vazquez, M.D. and Apollo Medical Holdings, Inc., dated March 28, 2014.

10.19	Amended and Restated Management Services Agreement, between Apollo Medical Management, Inc. and ApolloMed Care Clinic, dated March 28, 2014.
10.20	Amended and Restated Management Services Agreement, between Apollo Medical Management, Inc. and Maverick Medical Group Inc., dated March 28, 2014.
10.21	Amended and Restated Management Services Agreement, between Apollo Medical Management, Inc. and ApolloMed Hospitalists, dated March 28, 2014.
10.22	Physician Shareholder Agreement, granted and delivered by Warren Hosseinion, M.D., in favor of Apollo Medical Management, Inc. and Apollo Medical Holdings, Inc., for the account of ApolloMed Care Clinic, dated March 28, 2014.
10.23	Physician Shareholder Agreement, granted and delivered by Warren Hosseinion, M.D., in favor of Apollo Medical Management, Inc. and Apollo Medical Holdings, Inc., for the account of Maverick Medical Group, Inc., dated March 28, 2014.
10.24	Physician Shareholder Agreement, granted and delivered by Warren Hosseinion, M.D., in favor of Apollo Medical Management, Inc. and Apollo Medical Holdings, Inc., for the account of ApolloMed Hospitalists, dated March 28, 2014.
10.25	Amendment No. 1 to Intercompany Revolving Loan Agreement, between Apollo Medical Management, Inc. and ApolloMed Care Clinic, dated March 28, 2014.
10.26	Amendment No. 1 to Intercompany Revolving Loan Agreement, between Apollo Medical Management, Inc. and Maverick Medical Group Inc., dated March 28, 2014.
10.27	Amendment No. 1 to Intercompany Revolving Loan Agreement, between Apollo Medical Management, Inc. and ApolloMed Hospitalists, dated March 28, 2014.

SIGNATURES

Pursuant to the requirements of the Securities and Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

APOLLO MEDICAL HOLDINGS, INC.

Dated: April 3, 2014

By: */s/ Warren Hosseinion*
Name: Warren Hosseinion
Title: Chief Executive Officer

Exhibit 10.13

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of March 2014, by and between Apollo Medical Management, Inc., a California corporation (the "Employer"), and Warren Hosseinion, M.D. (the "Employee"). Together, the Employer and Employee are collectively the Parties.

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1 . Employment. The term of this Agreement shall commence as of April 1, 2014 (the "Commencement Date") and continue thereafter for a period of one year. The term of this Agreement shall automatically extended for subsequent one year terms renewing on each respective anniversary of the Commencement Date (the date of each such renewal shall be the "Renewal Date"), unless, not less than 60 days prior to each such Renewal Date, either party shall have given notice to the other that the Agreement will not be renewed. Each term of this Agreement, beginning with the Commencement Date or any subsequent Renewal Date, shall be subject to termination as provided in Section 4 and may be referred to herein as the "Term."

2 . Positions and Duties. During the Term, the Employee shall serve as a senior executive of the Employer. The Employee shall devote such working time and efforts as may be necessary to the business and affairs of the Employer.

3. Compensation and Related Matters.

(a) Base Salary. The Employer shall pay the Employee for all services rendered a base salary of $200,000 per year, (the "Base Salary"), payable in accordance with the Employer's payroll procedures, subject to customary withholdings and employment taxes. The Base Salary may be re-evaluated annually at the sole discretion of the Employer and may be increased at the sole discretion of the Employer.

(b) Incentive Compensation. The Employee shall be entitled to participate in any Employer incentive compensation plans as are now available or may become available to other similarly positioned employees of the Employer. The Employee's entitlement to a bonus under any such plan is governed by the terms of that plan.

(c) Equity Awards. The Employee shall be eligible to participate in the any stock plan available to similarly positioned executives (collectively, the "Stock Plan"). From time to time, the Company's Board may, in its sole discretion, grant stock options or other equity compensation to the Employee pursuant to the Stock Plan.

(d) Paid Time Off. During the term, the Employee shall be entitled to 20 days of paid time off ("PTO") per calendar year which shall be accrued ratably during the calendar year, to be taken at such times and intervals as shall be agreed to by the Employer and the Employee in their reasonable discretion. Employee shall be entitled to accrue a maximum of 20 days of paid time off. When the maximum accrual is reached, no more PTO time will accrue until Employee uses one or more accrued PTO days.

(e) Expenses. The Employee shall be entitled to reimbursement of expenses incurred on behalf of Employer. Employer agrees to maintain an insurance policy providing reasonable and customary insurance coverage for errors and omissions of its directors and officers made in the course and scope of employment with Employer at no cost to Employee.

(f) Other Benefits. During the Term, the Employee shall be entitled to continue to participate in or receive benefits under any employee benefit plan or arrangement which is or may, in the future, be made available by the Employer to its employees, subject to and on a basis consistent with the terms, conditions and overall administration of such plan or arrangement. These benefits will include, but are not limited to payment of insurance premiums for short-term and long-term disability insurance providing for no less than 60% of Employee's base salary compensation to be payable to the employee as long as the disability persists that substantially prevents employment in the same occupation as the position Employee last held with Employer but not beyond age 70.

(g) Tax Withholding . The Employer shall undertake to make deductions, withholdings and tax reports with respect to payments and benefits under this Agreement, to the extent it reasonably and in good faith believes it is required to make such deductions, withholdings and tax reports. Payments under this Agreement shall be in amounts net of any such deductions or withholdings. Nothing in this Agreement shall be construed to require the Employer to make any payments to compensate the Employee for any adverse tax effect associated with any payments or benefits, or for any deduction or withholding from any payment or benefit.

4. Termination. The Employee's employment hereunder may be terminated without any breach of this Agreement under the following circumstances:

(a) Death. The Employee's employment hereunder shall terminate upon the Employee's death.

(b) Disability. The Employer may terminate the Employee's employment if the Employee is disabled and, because of the disability, is unable to perform the essential functions of the Employee's then existing position or positions under this Agreement with or without reasonable accommodation. This provision is not intended to reduce any rights the Employee may have pursuant to any law, including without limitation the California Family Rights Act, the Family and Medical Leave Act, the California Fair Employment and Housing Act, and the Americans with Disabilities Act.

(c) Termination by the Employer for Cause. At any time during the Term, the Employer may terminate the Employee's employment hereunder for Cause. For purposes of this Agreement, "Cause" shall mean: (i) conduct by the Employee constituting a material act of willful misconduct in connection with the performance of the Employee's duties, including, without limitation, misappropriation of funds or property of the Employer or any of its subsidiaries or affiliates other than the occasional, customary and de minimis use of the Employer's property for personal purposes; (ii) the commission by the Employee of any felony or a misdemeanor involving moral turpitude, deceit, dishonesty or fraud, or any conduct by the Employee that would reasonably be expected to result in material injury to the Employer or any of its subsidiaries or affiliates if the Employee were retained in the Employee's position; (iii) continued, willful and deliberate non-performance by the Employee of the Employee's duties hereunder (other than by reason of the Employee's physical or mental illness, incapacity or disability); (iv) a material breach by the Employee of this Agreement; (v) a violation by the Employee of the Employer's employment policies which has continued following written notice of such violation (vi) failure to obtain or maintain in good order a license to practice medicine in the State of California or any other licenses required for the Employee to perform the Employee's duties under this Agreement; (vii) willful failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Employer to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the willful inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigations; or (viii) a material and uncured breach by Employee under any one of the following (as each such agreement may be amended or replaced from time to time):

(A) a Hospitalist Participation Service Agreement or other employment agreement with ApolloMed Hospitalists, a Professional Corporation, a California professional corporation,

(B) that certain Shareholder Agreement dated as of March 28, 2014, between Employee, Apollo Medical Holdings, Inc., a Delaware corporation, Warren Hosseinion, M.D., Adrian Vazquez, M.D. and NNA of Nevada, Inc., a Nevada corporation,

(C) that certain Physician Shareholder Agreement dated as of March 28, 2014, by Employee in favor of Employer and Apollo Medical Holdings, Inc., a Delaware corporation, and for the account of Maverick Medical Group, Inc., a California professional corporation,

(D) that certain Physician Shareholder Agreement dated as of March 28, 2014, by Employee in favor of Employer and Apollo Medical Holdings, Inc., a Delaware corporation, and for the account of ApolloMed Care Clinic, A Professional Corporation, a California professional corporation, or

(E) that certain Physician Shareholder Agreement dated as of March 28, 2014, by Employee in favor of Employer and Apollo Medical Holdings, Inc., a Delaware corporation, and for the account of ApolloMed Hospitalists, A Medical Corporation, a California professional corporation.

(d) Termination Without Cause. At any time during the Term, the Employer may terminate the Employee's employment hereunder without Cause. Any termination by the Employer of the Employee's employment under this Agreement which does not constitute a termination for Cause under Section 4(c) and does not result from the death or disability of the Employee under Sections 4(a) or (b) shall be deemed a termination without Cause.

(e) Termination by the Employee. At any time during the Term, the Employee may terminate his employment hereunder for any reason, including but not limited to Good Reason. For purposes of this Agreement, "Good Reason" shall mean that the Employee has complied with the 'Good Reason Process" (hereinafter defined) following the occurrence of any of the following events: (i) a material diminution in the Employee's responsibilities, authority or duties;; or (ii) the material breach of this Agreement by the Employer. "Good Reason Process" shall mean (i) the Employee reasonably determines in good faith that a "Good Reason" condition has occurred; (ii) the Employee notifies the Employer in writing of the occurrence of the Good Reason condition within 60 days of the occurrence of such condition; (iii) the Employee cooperates in good faith with the Employer's efforts, for a period of 60 days following such notice (the "Cure Period"), to remedy the condition; (iv) notwithstanding such efforts, the Good Reason condition continues to exist; and (v) the Employee terminates his employment within 60 days after the end of the Cure Period. If the Employer cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred.

(f) Notice of Termination. Except for termination as specified in Section 4(a), any termination of the Employee's employment shall be communicated by written Notice of Termination by the terminating party to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon.

(g) Date of Termination. "Date of Termination" shall mean the earliest of the following: (i) if the Employee's employment is terminated by the Employee's death, the date of the Employee's death; (ii) if the Employee's employment is terminated on account of disability under Section 4(b) or by the Employer for Cause under Section 4(c), the date on which Notice of Termination is given; (iii) if the Employee's employment is terminated by the Employer under Section 4(d), 30 days after the date on which a Notice of Termination is given; (iv) if the Employee's employment is terminated by the Employee under Section 4(e) without Good Reason, 30 days after the date of which a Notice of Termination is given; (v) if the Employee's employment is terminated by the Employee under Section 4(e) with Good Reason, the date on which Notice of Termination is given after the end of the Cure Period; or (vi) the first anniversary of the Commencement Date that is not also a Renewal Date. Notwithstanding the foregoing, in the event that the Employee gives a Notice of Termination to the Employer, the Employer may unilaterally accelerate the Date of Termination but such acceleration shall nevertheless be deemed a termination by the Employee on the accelerated date for purposes of this Agreement.

5. Compensation Upon Termination.

(a) Termination or Nonrenewal Generally. If the Employee's employment with the Employer is terminated for any reason during the Term, or if the Term is not renewed, the Employer shall pay or provide the Employee (or the Employee's authorized representative or estate) any earned but unpaid Base Salary for services rendered through the Date of Termination, unpaid expense reimbursements, and accrued but unused paid time off (the "Accrued Benefits") within the time prescribed by California law. With respect to vested benefits the Employee may have under any employee benefit plan of the Employer, payment will be made to the Employee under the terms of the applicable plan.

(b) Termination by the Employer Without Cause or by the Employee With Good Reason. If the Employee's employment is terminated by the Employer without Cause as provided in Section 4(d), or the Employee terminates his employment for Good Reason as provided in Section 4(e), or the Employer provides notice of intent not to renew pursuant to Section 1, then the Employer shall, through the Date of Termination, pay the Employee his or her Accrued Benefits, and any of the Employee's vested benefits under any employee benefit plan of the Employer shall be paid to the Employee under the terms of the applicable plan. If the Employee signs a general release of claims in a form and manner satisfactory to the Employer (an example of which is attached as Exhibit A to this Agreement) (the "Release") within 21 days of the receipt of the form of the Release (extended to 45 days in the event of a group termination or exit incentive program) and does not revoke such Release during the seven-day revocation period:

(i) the Employer shall pay the Employee an amount equal to four weeks of Employee's most recent Base Salary for every full year of Employee's active employment by Employer, but such amount shall be no less than six months worth and no more than one year's worth of the Employee's most recent Base Salary (the "Severance Amount"). To the extent the that such Severance Amount exceeds the 409A Separation Pay Limit (as defined below), such amount shall be paid in a single lump sum on the regular payroll date of the Employer, pertaining to then current salaried employees of the Employer, ("payroll date") next following the first anniversary date of the Employee's Date of Termination or first permissible date afterward. The portion of the Severance Amount that does not exceed the 409A Separation Pay Limit shall be paid in substantially equal amounts on each payroll date in accordance with the Employer's normal payroll practices over consecutive periods of three months for each year of Base Salary that is due as the Severance Amount, beginning on the first payroll date after the Date of Termination or expiration of the seven-day revocation period of the Release, if later, provided, however, that all such payments shall be concluded prior to the last day of the second (2d) taxable year of the Employee following the taxable year of the Employee in which the Employee has a separation from service as defined in Section 409A; and

(ii) the Employer shall pay the Employee an amount equal to the Employer's premium amounts paid for coverage of Employee at the time of the Employee's termination of coverage under the Employer's group medical, dental and vision programs for a period of twelve (12) months, to be paid directly to the Employee at the same times such payments would be paid on behalf of a current employee for such coverage; provided, however:

(A) No payments shall be made under this paragraph (ii) unless the Employee timely elects continued coverage under such plan(s) pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 as amended ("COBRA");

(B) This paragraph (iii) shall not be read or construed as placing any restrictions upon amounts paid under this paragraph (ii) as to their use;

(C) Payments under this paragraph (iii) shall cease as of the earliest to occur of the following:

(1) the Employee is no longer eligible for and continuing to receive the COBRA coverage elected in subparagraph (A);

(2) the time period set forth in the first sentence of this paragraph (iii),

(3) the date on which the Employee first becomes eligible to enroll in a group health plan in which eligibility is based on employment with an employer, and

(4) if the Employer in good faith determines that payments under this paragraph (iii) would result in a discriminatory health plan pursuant to the Patient Protection and Affordable Care Act of 2010, as amended.

(iii) Each individual payment of Severance Amount under Section 5.b.(ii), and each payment under Section 5.b.(iii), of this Agreement, shall be deemed to be a separate "payment" for purposes and within the meaning of Treasury Regulation Section 1.409A-2(b)(2)(iii).

(iv) Each individual payment of the Severance Amount under Section 5.b.(ii), and each payment under Section 5.b.(iii), of this Agreement, which are considered "non-qualified deferred compensation" ("NQDC") under Section 409A shall be made on the date(s) provided herein and no request to accelerate or defer any such payment under this Agreement shall be considered or approved for any reason whatsoever, except as permitted under Section 409A and as the Employer allows in its sole discretion. The Employer may in its sole discretion accelerate or defer (but not beyond the time limit set forth below) any severance payments which do not constitute NQDC in order to allow for the payment of taxes due, but not beyond the time limit specified for such payment such that the payment would be treated as NQDC. Subject to the requirements of Section 409A, if any payment of severance payment under Section 5.b.(ii), or reimbursement under Section 5.b.(iii), of this Agreement is determined in good faith by the Employer to constitute NQDC payable to a "specified employee" as defined under Section 409A, then the Employer shall make any such payment not earlier than the earlier of: (x) the date which is six (6) months following the Employee's separation from service with the Employer, or (y) the date of Employee's death.

(v) for purposes of this Section 5, "Section 409A" means Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

(vi) for purposes of this Section 5, "409A Separation Pay Limit" means two times the lesser of (*x*) the Employee's Base Salary plus bonus earned from services provided to the Employer during the calendar year preceding the year of the termination of employment; and (*y*) the adjusted compensation limit under Code section 401(a)(17) in effect for the year of the termination.

Notwithstanding the foregoing, if the Employee breaches this Agreement, including, without limitation, Section 6 of this Agreement, all payments of the Severance Amount and the Employer's payment for medical, dental, and vision insurance continuation shall immediately cease.

6. Confidential Information, Nonsolicitation, and Cooperation.

(a) Definitions.

(i) As used in this Agreement, "Affiliate" means, as to any Person, (i) any other Person which directly, or indirectly through one or more intermediaries, controls such Person or is consolidated with such Person in accordance with GAAP, (ii) any other Person which directly, or indirectly through one or more intermediaries, is controlled by or is under common control with such Person, or (iii) any other Person of which such Person owns, directly or indirectly, ten percent (10%) or more of the common stock or equivalent equity interests. As used herein, the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or otherwise.

(ii) As used in this Agreement, "Person" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization.

(b) Confidential Information. As used in this Agreement, "Confidential Information" means information belonging to the Employer or its Affiliates which is of value to the Employer or any of its Affiliates in the course of conducting its business (whether having existed, now existing, or to be developed or created during Employee's employment by Employer) and the disclosure of which could result in a competitive or other disadvantage to the Employer or its Affiliates. Confidential Information includes, without limitation, contract terms and rates; negotiating and contracting strategies; facility participation status; financial information, reports, and forecasts; inventions, improvements and other intellectual property; product plans or proposed product plans; trade secrets; know how; designs, processes or formulae; software; market or sales information, plans or strategies; employee, customer, patient, provider and supplier information; information from patient medical records; financial data; insurance reimbursement methodologies, strategies, and practices; product and service pricing methodologies, strategies and practices; contracts with physicians, providers, provider networks, payors, physician databases and contracts with hospitals; regulatory and clinical manuals; and business plans, prospects and opportunities (such as possible acquisitions or dispositions of businesses or facilities) that have been discussed or considered by the Employer or its Affiliates, including without limitation the management of the Employer or its Affiliates. Confidential Information includes information developed by the Employee in the course of the Employee's employment by the Employer, as well as other information to which the Employee may have access in connection with the Employee's employment. Confidential Information also includes the confidential information of others with which the Employer or its Affiliates has a business relationship. Notwithstanding the foregoing, Confidential Information does not include information in the public domain, unless due to breach of the Employee's duties under Section 6(b), unless otherwise due to Employee's breach of the obligations in this Agreement, or unless due to violation of another person's obligations to the Employer or its Affiliates that Employee should have taken reasonable measures to prevent but that Employee did not take..

(c) Confidentiality. The Employee understands and agrees that the Employee's employment creates a relationship of confidence and trust between the Employer and the Employee with respect to all Confidential Information. At all times, both during the Employee's employment with the Employer and after the Employee's termination from employment for any reason, the Employee shall keep in confidence and trust all such Confidential Information, and shall not use, disclose, or transfer any such Confidential Information without the written consent of the Employer, except as may be necessary within the scope of Employee's duties with Employer and in the ordinary course of performing the Employee's duties to the Employer. Employee understands and agrees not to sell, license or otherwise exploit any products or services which embody or otherwise exploit in whole or in part any Confidential Information or materials. Employee acknowledges and agrees that the sale, misappropriation, or unauthorized use or disclosure in writing, orally or by electronic means, at any time of Confidential Information obtained by Employee during or in connection with the course of Employee's employment constitutes unfair competition. Employee agrees and promise not to engage in unfair competition with Employer or its Affiliates, either during employment or at any time thereafter.

(d) Documents, Records, etc. All documents, records, data, apparatus, equipment and other physical property, whether or not pertaining to Confidential Information, that are furnished to the Employee by the Employer or its Affiliates or are produced by the Employee in connection with the Employee's employment will be and remain the sole property of the Employer and its Affiliates. The Employee shall return to the Employer all such materials and property as and when requested by the Employer. In any event, the Employee shall return all such materials and property immediately upon termination of the Employee's employment for any reason. The Employee shall not retain any such material or property or any copies thereof after such termination. It is specifically agreed that any documents, card files, notebooks, programs, or similar items containing customer or patient information are the property of the Employer and its Affiliates regardless of by whom they were compiled.

(e) Disclosure Prevention. The Employee will take all reasonable precautions to prevent the inadvertent or accidental exposure of Confidential Information.

(f) Removal of Material. The Employee will not remove any Confidential Information from the Employer's or its Affiliate's premises except for use in the Employer's business, and only consistent with the Employee's duties with the Employer.

(g) Copying. The Employee agrees that copying or transfer of Confidential Information (by any means) shall be done only as needed in furtherance of and for use in the Employer's and its Affiliate's business, and consistent with the Employee's duties with the Employer. The Employee further agrees that copies of Confidential Information shall be treated with the same degree of confidentiality as the original information and shall be subject to all restrictions herein.

(h) No "Moonlighting". During the Employee's employment with the Employer, the Employee agrees not to accept or continue in any job, consulting work, directorship, or employment that may conflict with Employee's duties and responsibilities to Employer, including the duty of loyalty, without the written approval of senior management of the Employer. Without limitation, Employee's employment with the following shall not be deemed a violation of this provision: ApolloMed Hospitalists, Inc.

(i) Computer Security. During the Employee's employment with the Employer, the Employee agrees only to use Employer's and its Affiliate's computer resources (both on and off the Employer's premises) for which the Employee has been authorized and granted access. The Employee agrees to comply with the Employer's policies and procedures concerning computer security.

(j) E-Mail. The Employee acknowledges that the Employer retains the right to review any and all electronic mail communications made with employer provided email accounts, hardware, software, or networks, with or without notice, at any time.

(k) Assignment. The Employee acknowledges that any and all inventions, discoveries, designs, developments, methods, modifications, improvements, trade secrets, processes, software, formulae, data, "know-how," databases, algorithms, techniques and works of authorship whether or not patentable or protectable by copyright or trade secret, made or conceived, first reduced to practice, or learned by the Employee, either alone or jointly with others, during the Term that (i) relate to or are useful in the business of the Employer or its Affiliates, or (ii) are conceived, made or worked on at the expense of or during the Employee's work time for the Employer, or using any resources or materials of the Employer or its Affiliates, or (iii) arise out of tasks assigned to the Employee by the Employer (together "Proprietary Inventions") will be the sole property of the Employer or its Affiliates. The Employee acknowledges that all work performed by the Employee is on a "work for hire" basis and the Employee hereby assigns or agrees to assign to the Employer the Employee's entire right, title and interest in and to any and all Proprietary Inventions and related intellectual property rights. The Employee agrees to assist the Employer to obtain, maintain and enforce intellectual property rights for Proprietary Inventions in any and all countries during the Term, and thereafter for as long as such intellectual property rights exist.

NOTICE TO CALIFORNIA EMPLOYEES

Pursuant to California Labor Code § 2872, an agreement requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer does not apply to an invention which qualifies fully under the provisions of California Labor Code § 2870, which provides as follows:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of the State of California and is unenforceable.

(l) Nonsolicitation. Employee agrees and covenants that, at any time during Employee's employment with the Employer and for a period of twelve (12) months immediately following the termination of Employee's relationship with the Employer for any reason, whether with or without cause, Employee shall not, either on Employee's own behalf or on behalf of any other person: (i) solicit the services of or entice away, directly or indirectly, any person employed or engaged by or otherwise providing services to the Employer or its Affiliates (this provision does not prohibit the Employee's post-termination acceptance of unsolicited applications for employment); or (ii) take any illegal action or engage in any unfair business practice, including without limitation any misappropriation of confidential, proprietary, or trade secret information of the Employer or its Affiliates, as a result of which relations between the Employer or its Affiliates, and any of their customers, clients, suppliers, distributors or others, may be impaired or which might otherwise be detrimental to the business interests or reputation of the Employer or its Affiliates.

(m) Third-Party Agreements and Rights. The Employee hereby confirms that the Employee is not bound by the terms of any agreement with any previous employer or other party which restricts in any way the Employee's use or disclosure of information or the Employee's engagement in any business except as Employee has previously provided written notice to Employer and has attached to this Agreement. The Employee represents to the Employer that the Employee's execution of this Agreement, the Employee's employment with the Employer and the performance of the Employee's proposed duties for the Employer will not violate any obligations the Employee may have to any previous employer or other party. In the Employee's work for the Employer, the Employee will not disclose or use any information in violation of any agreements with or rights of any such previous employer or other party, and the Employee will not bring to (by any means) the premises of the Employer any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

(n) Litigation and Regulatory Cooperation. During and after the Employee's employment, the Employee shall cooperate fully with the Employer in the defense or prosecution of any claims or actions now in existence or that may be brought in the future against or on behalf of the Employer that relate to events or occurrences that transpired while the Employee was employed by the Employer. The Employee's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Employer at mutually convenient times. During and after the Employee's employment, the Employee also shall cooperate fully with the Employer in connection with any investigation or review of any federal, state, or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Employee was employed by the Employer. The Employer shall reimburse the Employee for any reasonable out of pocket expenses incurred in connection with the Employee's performance of obligations pursuant to this Section. "Full cooperation" shall not be construed to in any way require any violation of law or any testimony that is false or misleading.

(o) Enforcement; Injunction. The Employee acknowledges and agrees that the restrictions contained in this Agreement are reasonable and necessary to protect the business and interests of the Employer and its Affiliates, do not create any undue hardship for the Employee, and that any violation of the restrictions in this Agreement would cause the Employer and its Affiliates substantial irreparable injury. Accordingly, the Employee agrees that a remedy at law for any breach or threatened breach of the covenants or other obligations in Section 6 this Agreement would be inadequate and that the Employer, in addition to any other remedies available, shall be entitled to obtain preliminary and permanent injunctive relief to secure specific performance of such covenants and to prevent a breach or contemplated or threatened breach of this Agreement without the necessity of proving actual damage and without the necessity of posting bond or security, which the Employee expressly waives. Moreover, the Employee will provide the Employer a full accounting of all proceeds and profits received by the Employee as a result of or in connection with a breach of Section 6 this Agreement. Unless prohibited by law, the Employer shall have the right to retain any amounts otherwise payable by the Employer to the Employee to satisfy any of the Employee's obligations as a result of any breach of Section 6 of this Agreement. The Employee hereby agrees to indemnify and hold harmless the Employer and its Affiliates from and against any damages incurred by the Employer or its Affiliates as assessed by a court of competent jurisdiction as a result of any breach of Section 6 of this Agreement by the Employee. The prevailing party shall be entitled to recover its reasonably attorneys' fees and costs if it prevails in any action to enforce Section 6 of this Agreement. It is the express intention of the parties that the obligations of Section 6 the Agreement shall survive the termination of the Employee's employment. The Employee agrees that each obligation specified in Section 6 of this Agreement is a separate and independent covenant that shall survive any termination of this Agreement and that the unenforceability of any of them shall not preclude the enforcement of any other covenants in Section 6 of this Agreement. No change in the Employee's duties or compensation shall be construed to affect, alter or otherwise release the Employee from the covenants herein.

7 . Successors. This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and permitted assigns, including any corporation or entity with which or into which the Employer may be merged or which may succeed to its assets or business, provided, however, that Employee's obligations are personal and shall not be assigned by Employee. The Employee consents to any assignment by the Employer of this Agreement. In the event of the Employee's death after the Date of Termination but prior to the completion by the Employer of all payments due to the Employee under this Agreement, the Employer shall continue such payments to the Employee's beneficiary designated in writing to the Employer prior to the Employee's death (or to the Employee's estate, if the Employee fails to make such designation).

8 . Enforceability. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9 . Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

10. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by registered or certified mail, postage prepaid, to the Employee at the last address for which the Employee has provided witten notice to the Employer, or to the Employer at its main office, attention of the Human Resources**.**

11. Publications. Employee agrees not to submit any writing for publication or deliver any speech that contains any information relating to the business of the Employer, unless the Employee receives advance written clearance from an authorized representative of the Employer.

12. Publicity. The Employee hereby grants to the Employer the right to use the Employee's name and likeness, without additional consideration, on, in and in connection with technical, marketing and/or disclosure materials published by or for the Employer for the duration of Employee's employment with Employer and for a reasonable period of time following the Date of Termination.

13. Conflicting Obligations and Rights. The Employee agrees to inform the Employer of any apparent conflicts between the Employee's work for the Employer and (a) any obligations the Employee may have to preserve the confidentiality of another's proprietary information or materials or (b) any rights the Employee claims to any inventions or ideas before using the same on the Employer's behalf. Otherwise, the Employer may conclude that no such conflict exists and the Employee agrees thereafter to make no such claim against the Employer. The Employer shall receive such disclosures in confidence and consistent with the objectives of avoiding any conflict of obligations and rights or the appearance of any conflict of interest.

14. Notification of New Employer. In the event that the Employee leaves the employ of the Employer, voluntarily or involuntarily, the Employee agrees to inform any subsequent employer of the Employee's obligations under Section 6 of this Agreement. The Employee further hereby authorizes the Employer to notify the Employee's new employer about the Employee's obligations under Section 6 of this Agreement.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes in all respects all prior agreements as well as all express or implied negotiations and agreements, between the parties concerning such subject matter.

16. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Employee and by a duly authorized representative of the Employer.

17. Governing Law. This is a California contract and shall be construed under and be governed in all respects by the laws of the State of California, without giving effect to the conflict of laws principles of such State.

18. Obligations of Successors. The Employer shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Employer to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Employer would be required to perform if no such succession had taken place.

19. Consent to Jurisdiction; Forum Selection. At all times the Employee and Employer: (a) irrevocably submit to the exclusive jurisdiction of the Los Angeles Superior Court and United States District Court for the Central District of California, whichever may have competent subject matter jurisdiction, in any action or proceeding arising out of or relating to this Agreement, and irrevocably agree that all claims in respect of any such action or proceeding may be heard and determined in such court; (b) to the extent permitted by law, irrevocably consent to the service of any and all process in any such action or proceeding by the mailing of copies of such process to such party at the address set forth in this Agreement (or otherwise on record with the Employer); (c) to the extent permitted by law, irrevocably confirm that service of process out of such courts in such manner shall be deemed due service upon such party for the purposes of such action or proceeding; (d) to the extent permitted by law, irrevocably waives (i) any objection the Employee or Employer may have to the laying of venue of any such action or proceeding in any of such courts, or (ii) any claim that the Employee or Employemay have that any such action or proceeding has been brought in an inconvenient forum; and (e) to the extent permitted by law, irrevocably agrees that a final nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Section shall affect the right of any party hereto to serve legal process in any manner permitted by law.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, this Agreement has been executed as a sealed instrument by the Employer by its duly authorized officer, and by the Employee, as of the date first above written.

EMPLOYER:

APOLLO MEDICAL MANAGEMENT, INC.:

By: /s/ Kyle Francis

Printed Name: Kyle Francis

Its: CFO

Date: March 28, 2014

EMPLOYEE:

/s/ Warren Hosseinion

Warren Hosseinion, M.D.

Date: March 28, 2014

EXHIBIT A

Release of Claims

I, Warren Hosseinion, in consideration of and subject to the performance by **Apollo Medical Management, Inc.** (the "Company") of its obligations under the Employment Agreement, dated as of March 28, 2014 (as amended from time to time, the "Agreement"), do hereby release and forever discharge as of the date of my execution of this release (the "Release") the Company, its affiliated and related entities, its and their respective predecessors, successors and assigns, its and their respective employee benefit plans and fiduciaries of such plans, and the current and former officers, directors, shareholders, employees, attorneys, accountants and agents of each of the foregoing in their official and personal capacities (collectively, the "Released Parties") to the extent provided below.

1. I understand that any payments or benefits paid or granted to me under Section 5(b) of the Agreement represent, in part, consideration for signing this Release and are not salary, wages or benefits to which I was already entitled. Such payments and benefits will not be considered compensation for purposes of any employee benefit plan, program, policy or arrangement maintained or hereafter established by the Company or its affiliates.

2. Releases.

(a) I knowingly and voluntarily (on behalf of myself, my spouse, my heirs, executors, administrators, agents and assigns, past and present) fully and forever release and discharge the Company and the other Released Parties from any and all claims, suits, controversies, actions, causes of action, cross claims, counterclaims, demands, debts, liens, contracts, covenants, suits, rights, obligations, expenses, judgments, compensatory damages, liquid damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, orders and liabilities of whatever kind of nature, in law and in equity, in contract of in tort, both past and present (through the date this General Release becomes effective and enforceable) and whether known or unknown, vested or contingent, suspected, or claimed, against the Company or any of the Released Parties which I, my spouse, or any of my heirs, executors, administrators or assigns, may have, which arise out of or relate to my employment with, or my separation or termination from, the Company up to the date of my execution of this Release (including, but not limited to, any allegation, claim of violation arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act), the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; the Fair Labor Standards Act; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local state or federal law, regulation or ordinance; or under any public policy, contract of tort, or under common law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of the Agreement, infliction of emotional distress or defamation; or any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters) (collectively, the "Claims").

(b) **SECTION 1542 WAIVER**. Employee agrees that all rights he may have under Section 1542 of the California Civil Code are hereby waived. Section 1542 provides:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release, Employee agrees that this Agreement is intended to include all claims, if any, that Employee may have against the Company, and that this Agreement extinguishes those claims.

3. I represent that I have made no assignment of transfer of any right, claim, demand, cause of action, or other matter covered by Section 2 above.

4. In signing this Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the claims, demands and causes of action herein above mentioned or implied. I expressly consent that this Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims up to the date of my execution of this Release, if any, as well as those relating to any other claims hereinabove mentioned. I acknowledge and agree that this waiver is an essential and material term of this Release and that without such waiver the Company would not have agreed to the terms of the Agreement. I further agree that in the event I should bring a claim seeking damages against the Company, this Release shall serve as a complete defense to such claims as to my rights and entitlements. I further agree that I am not aware of any pending charge or complaint of the type described in Section 2 as of the date of my execution of this Release.

5. I agree that neither this Release, nor the furnishing of the consideration for this Release, shall be deemed or constructed at any time to be an admission or acknowledgement by the Company, any Released Party or myself of any improper or unlawful conduct.

6. I agree and acknowledge that the provisions, conditions, and negotiations of this Release are confidential and agree not to disclose any information regarding the terms, conditions and negotiations of this Release, nor transfer any copy of this Release to any person or entity, other than my immediate family and any tax, legal or other counsel or advisor I have consulted regarding the meaning or effect hereof or as required by applicable law, and I will instruct each of the foregoing not to disclose the same to anyone.

7. Notwithstanding anything in the Release to the contrary, nothing in this Release shall be deemed to affect, impair, relinquish, diminish, or in any way affect any rights or claims in any respect to (i) any vested rights or other entitlements that I may have as of the date of my execution of this Release under the Company's 401(k) plan; (ii) any other vested rights or other entitlements that I may have as of the date of my execution of this Release under any employee benefit plan or program, in which I participated in my capacity as an employee of the Company; (iii) my rights under the Agreement; or (iv) my rights under the Release.

8. I understand that I continue to be bound by Section 6 of the Agreement.

9. Whenever possible, each provision of this Release shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provisions of this Release are held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provisions had never been contained herein.

10. This Release shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the conflict of laws principles of the State of California.

BY SIGNING THIS RELEASE, I REPRESENT AND AGREE THAT:

(i) I HAVE READ IT CAREFULLY;

(ii) I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED;

(iii) I VOLUNTARILY CONSENT TO EVERYTHING IN IT;

(iv) THE COMPANY IS HEREBY ADVISING ME TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT, I HAVE HAD THE OPPORTUNITY TO SO CONSULT, AND HAVE AVAILED MYSELF OF SUCH ADVICE TO THE EXTENT I HAVE DEEMED NECESSARY TO MAKE A VOLUNTARY AND INFORMED CHOICE TO EXECUTE THIE RELEASE;

(v) I HAVE HAD AT LEAST TWENTY ONE (21) DAYS [45 DAYS IN CONNECTION WITH A GROUP TERMINATION OR EXIT INCENTIVE PLAN] FOLLOWING THE DATE OF TERMINATION OF MY EMPLOYMENT TO CONSIDER THIS RELEASE;

(vi) CHANGES TO THIS RELEASE, WHETHER MATERIAL OR IMMATERIAL, DO NOT RESTART THE RUNNING OF THE 21-DAY [OR 45 DAY] CONSIDERATION PERIOD;

(vii) I UNDERSTAND THAT I HAVE SEVEN (7) DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT, SUCH REVOCATION TO BE RECEIVED IN WRITING BY THE COMPANY BY THE END OF THE SEVENTH DAY AFTER THE DATE HEREOF, AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED;

(viii) I HAVE SIGNED THIS RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE ME WITH RESPECT TO IT; AND

(ix) I AGREE THAT THE PROVISIONS OF THIS RELEASE MAY NOT BE AMENDED, WAIVED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

DATED AS OF _____, 20__

_____

Warren Hosseinion, M.D.

Exhibit 10.14

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of March 2014, by and between Apollo Medical Management, Inc., a California corporation (the "Employer"), and Adrian Vazquez , M.D. (the "Employee"). Together, the Employer and Employee are collectively the Parties.

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1 . Employment. The term of this Agreement shall commence as of April 1, 2014 (the "Commencement Date") and continue thereafter for a period of one year. The term of this Agreement shall automatically extended for subsequent one year terms renewing on each respective anniversary of the Commencement Date (the date of each such renewal shall be the "Renewal Date"), unless, not less than 60 days prior to each such Renewal Date, either party shall have given notice to the other that the Agreement will not be renewed. Each term of this Agreement, beginning with the Commencement Date or any subsequent Renewal Date, shall be subject to termination as provided in Section 4 and may be referred to herein as the "Term."

2 . Positions and Duties. During the Term, the Employee shall serve as a senior executive of the Employer. The Employee shall devote such working time and efforts as may be necessary to the business and affairs of the Employer.

3. Compensation and Related Matters.

(a) Base Salary. The Employer shall pay the Employee for all services rendered a base salary of $200,000 per year, (the "Base Salary"), payable in accordance with the Employer's payroll procedures, subject to customary withholdings and employment taxes. The Base Salary may be re-evaluated annually at the sole discretion of the Employer and may be increased at the sole discretion of the Employer.

(b) Incentive Compensation. The Employee shall be entitled to participate in any Employer incentive compensation plans as are now available or may become available to other similarly positioned employees of the Employer. The Employee's entitlement to a bonus under any such plan is governed by the terms of that plan.

(c) Equity Awards. The Employee shall be eligible to participate in the any stock plan available to similarly positioned executives (collectively, the "Stock Plan"). From time to time, the Company's Board may, in its sole discretion, grant stock options or other equity compensation to the Employee pursuant to the Stock Plan.

(d) Paid Time Off. During the term, the Employee shall be entitled to 20 days of paid time off ("PTO") per calendar year which shall be accrued ratably during the calendar year, to be taken at such times and intervals as shall be agreed to by the Employer and the Employee in their reasonable discretion. Employee shall be entitled to accrue a maximum of 20 days of paid time off. When the maximum accrual is reached, no more PTO time will accrue until Employee uses one or more accrued PTO days.

(e) Expenses. The Employee shall be entitled to reimbursement of expenses incurred on behalf of Employer. Employer agrees to maintain an insurance policy providing reasonable and customary insurance coverage for errors and omissions of its directors and officers made in the course and scope of employment with Employer at no cost to Employee.

(f) Other Benefits. During the Term, the Employee shall be entitled to continue to participate in or receive benefits under any employee benefit plan or arrangement which is or may, in the future, be made available by the Employer to its employees, subject to and on a basis consistent with the terms, conditions and overall administration of such plan or arrangement. These benefits will include, but are not limited to payment of insurance premiums for short-term and long-term disability insurance providing for no less than 60% of Employee's base salary compensation to be payable to the employee as long as the disability persists that substantially prevents employment in the same occupation as the position Employee last held with Employer but not beyond age 70.

(g) Tax Withholding . The Employer shall undertake to make deductions, withholdings and tax reports with respect to payments and benefits under this Agreement, to the extent it reasonably and in good faith believes it is required to make such deductions, withholdings and tax reports. Payments under this Agreement shall be in amounts net of any such deductions or withholdings. Nothing in this Agreement shall be construed to require the Employer to make any payments to compensate the Employee for any adverse tax effect associated with any payments or benefits, or for any deduction or withholding from any payment or benefit.

4. Termination. The Employee's employment hereunder may be terminated without any breach of this Agreement under the following circumstances:

(a) Death. The Employee's employment hereunder shall terminate upon the Employee's death.

(b) Disability. The Employer may terminate the Employee's employment if the Employee is disabled and, because of the disability, is unable to perform the essential functions of the Employee's then existing position or positions under this Agreement with or without reasonable accommodation. This provision is not intended to reduce any rights the Employee may have pursuant to any law, including without limitation the California Family Rights Act, the Family and Medical Leave Act, the California Fair Employment and Housing Act, and the Americans with Disabilities Act.

(c) Termination by the Employer for Cause. At any time during the Term, the Employer may terminate the Employee's employment hereunder for Cause. For purposes of this Agreement, "Cause" shall mean: (i) conduct by the Employee constituting a material act of willful misconduct in connection with the performance of the Employee's duties, including, without limitation, misappropriation of funds or property of the Employer or any of its subsidiaries or affiliates other than the occasional, customary and de minimis use of the Employer's property for personal purposes; (ii) the commission by the Employee of any felony or a misdemeanor involving moral turpitude, deceit, dishonesty or fraud, or any conduct by the Employee that would reasonably be expected to result in material injury to the Employer or any of its subsidiaries or affiliates if the Employee were retained in the Employee's position; (iii) continued, willful and deliberate non-performance by the Employee of the Employee's duties hereunder (other than by reason of the Employee's physical or mental illness, incapacity or disability); (iv) a material breach by the Employee of this Agreement; (v) a violation by the Employee of the Employer's employment policies which has continued following written notice of such violation (vi) failure to obtain or maintain in good order a license to practice medicine in the State of California or any other licenses required for the Employee to perform the Employee's duties under this Agreement; (vii) willful failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Employer to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the willful inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigations; or (viii) a material and uncured breach by Employee under any one of the following (as each such agreement may be amended or replaced from time to time):

(A) a Hospitalist Participation Service Agreement or other employment agreement with ApolloMed Hospitalists, a Professional Corporation, a California professional corporation, or

(B) that certain Shareholder Agreement dated as of March 28, 2014, between Employee, Apollo Medical Holdings, Inc., a Delaware corporation, Employee and NNA of Nevada, Inc., a Nevada corporation.

(d) Termination Without Cause. At any time during the Term, the Employer may terminate the Employee's employment hereunder without Cause. Any termination by the Employer of the Employee's employment under this Agreement which does not constitute a termination for Cause under Section 4(c) and does not result from the death or disability of the Employee under Sections 4(a) or (b) shall be deemed a termination without Cause.

(e) Termination by the Employee. At any time during the Term, the Employee may terminate his employment hereunder for any reason, including but not limited to Good Reason. For purposes of this Agreement, "Good Reason" shall mean that the Employee has complied with the 'Good Reason Process" (hereinafter defined) following the occurrence of any of the following events: (i) a material diminution in the Employee's responsibilities, authority or duties;; or (ii) the material breach of this Agreement by the Employer. "Good Reason Process" shall mean (i) the Employee reasonably determines in good faith that a "Good Reason" condition has occurred; (ii) the Employee notifies the Employer in writing of the occurrence of the Good Reason condition within 60 days of the occurrence of such condition; (iii) the Employee cooperates in good faith with the Employer's efforts, for a period of 60 days following such notice (the "Cure Period"), to remedy the condition; (iv) notwithstanding such efforts, the Good Reason condition continues to exist; and (v) the Employee terminates his employment within 60 days after the end of the Cure Period. If the Employer cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred.

(f) Notice of Termination. Except for termination as specified in Section 4(a), any termination of the Employee's employment shall be communicated by written Notice of Termination by the terminating party to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon.

(g) Date of Termination. "Date of Termination" shall mean the earliest of the following: (i) if the Employee's employment is terminated by the Employee's death, the date of the Employee's death; (ii) if the Employee's employment is terminated on account of disability under Section 4(b) or by the Employer for Cause under Section 4(c), the date on which Notice of Termination is given; (iii) if the Employee's employment is terminated by the Employer under Section 4(d), 30 days after the date on which a Notice of Termination is given; (iv) if the Employee's employment is terminated by the Employee under Section 4(e) without Good Reason, 30 days after the date of which a Notice of Termination is given; (v) if the Employee's employment is terminated by the Employee under Section 4(e) with Good Reason, the date on which Notice of Termination is given after the end of the Cure Period; or (vi) the first anniversary of the Commencement Date that is not also a Renewal Date. Notwithstanding the foregoing, in the event that the Employee gives a Notice of Termination to the Employer, the Employer may unilaterally accelerate the Date of Termination but such acceleration shall nevertheless be deemed a termination by the Employee on the accelerated date for purposes of this Agreement.

5. Compensation Upon Termination.

(a) Termination or Nonrenewal Generally. If the Employee's employment with the Employer is terminated for any reason during the Term, or if the Term is not renewed, the Employer shall pay or provide the Employee (or the Employee's authorized representative or estate) any earned but unpaid Base Salary for services rendered through the Date of Termination, unpaid expense reimbursements, and accrued but unused paid time off (the "Accrued Benefits") within the time prescribed by California law. With respect to vested benefits the Employee may have under any employee benefit plan of the Employer, payment will be made to the Employee under the terms of the applicable plan.

(b) Termination by the Employer Without Cause or by the Employee With Good Reason. If the Employee's employment is terminated by the Employer without Cause as provided in Section 4(d), or the Employee terminates his employment for Good Reason as provided in Section 4(e), or the Employer provides notice of intent not to renew pursuant to Section 1, then the Employer shall, through the Date of Termination, pay the Employee his or her Accrued Benefits, and any of the Employee's vested benefits under any employee benefit plan of the Employer shall be paid to the Employee under the terms of the applicable plan. If the Employee signs a general release of claims in a form and manner satisfactory to the Employer (an example of which is attached as Exhibit A to this Agreement) (the " Release") within 21 days of the receipt of the form of the Release (extended to 45 days in the event of a group termination or exit incentive program) and does not revoke such Release during the seven-day revocation period:

(i) the Employer shall pay the Employee an amount equal to four weeks of Employee's most recent Base Salary for every full year of Employee's active employment by Employer, but such amount shall be no less than six months worth and no more than one year's worth of the Employee's most recent Base Salary (the "Severance Amount"). To the extent the that such Severance Amount exceeds the 409A Separation Pay Limit (as defined below), such amount shall be paid in a single lump sum on the regular payroll date of the Employer, pertaining to then current salaried employees of the Employer, ("payroll date") next following the first anniversary date of the Employee's Date of Termination or first permissible date afterward. The portion of the Severance Amount that does not exceed the 409A Separation Pay Limit shall be paid in substantially equal amounts on each payroll date in accordance with the Employer's normal payroll practices over consecutive periods of three months for each year of Base Salary that is due as the Severance Amount, beginning on the first payroll date after the Date of Termination or expiration of the seven-day revocation period of the Release, if later, provided, however, that all such payments shall be concluded prior to the last day of the second (2d) taxable year of the Employee following the taxable year of the Employee in which the Employee has a separation from service as defined in Section 409A; and

(ii) the Employer shall pay the Employee an amount equal to the Employer's premium amounts paid for coverage of Employee at the time of the Employee's termination of coverage under the Employer's group medical, dental and vision programs for a period of twelve (12) months, to be paid directly to the Employee at the same times such payments would be paid on behalf of a current employee for such coverage; provided, however:

(A) No payments shall be made under this paragraph (ii) unless the Employee timely elects continued coverage under such plan(s) pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 as amended ("COBRA");

(B) This paragraph (iii) shall not be read or construed as placing any restrictions upon amounts paid under this paragraph (ii) as to their use;

(C) Payments under this paragraph (iii) shall cease as of the earliest to occur of the following:
(1) the Employee is no longer eligible for and continuing to receive the COBRA coverage elected in subparagraph (A);
(2) the time period set forth in the first sentence of this paragraph (iii),
(3) the date on which the Employee first becomes eligible to enroll in a group health plan in which eligibility is based on employment with an employer, and
(4) if the Employer in good faith determines that payments under this paragraph (iii) would result in a discriminatory health plan pursuant to the Patient Protection and Affordable Care Act of 2010, as amended.

(iii) Each individual payment of Severance Amount under Section 5.b.(ii), and each payment under Section 5.b.(iii), of this Agreement, shall be deemed to be a separate "payment" for purposes and within the meaning of Treasury Regulation Section 1.409A-2(b)(2)(iii).

(iv) Each individual payment of the Severance Amount under Section 5.b.(ii), and each payment under Section 5.b.(iii), of this Agreement, which are considered "non-qualified deferred compensation" ("NQDC") under Section 409A shall be made on the date(s) provided herein and no request to accelerate or defer any such payment under this Agreement shall be considered or approved for any reason whatsoever, except as permitted under Section 409A and as the Employer allows in its sole discretion. The Employer may in its sole discretion accelerate or defer (but not beyond the time limit set forth below) any severance payments which do not constitute NQDC in order to allow for the payment of taxes due, but not beyond the time limit specified for such payment such that the payment would be treated as NQDC. Subject to the requirements of Section 409A, if any payment of severance payment under Section 5.b.(ii), or reimbursement under Section 5.b.(iii), of this Agreement is determined in good faith by the Employer to constitute NQDC payable to a "specified employee" as defined under Section 409A, then the Employer shall make any such payment not earlier than the earlier of: (x) the date which is six (6) months following the Employee's separation from service with the Employer, or (y) the date of Employee's death.

(v) for purposes of this Section 5, "Section 409A" means Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

(vi) for purposes of this Section 5, "409A Separation Pay Limit" means two times the lesser of (*x*) the Employee's Base Salary plus bonus earned from services provided to the Employer during the calendar year preceding the year of the termination of employment; and (*y*) the adjusted compensation limit under Code section 401(a)(17) in effect for the year of the termination.

Notwithstanding the foregoing, if the Employee breaches this Agreement, including, without limitation, Section 6 of this Agreement, all payments of the Severance Amount and the Employer's payment for medical, dental, and vision insurance continuation shall immediately cease.

6. Confidential Information, Nonsolicitation, and Cooperation.

(a) Definitions.

(i) As used in this Agreement, "Affiliate" means, as to any Person, (i) any other Person which directly, or indirectly through one or more intermediaries, controls such Person or is consolidated with such Person in accordance with GAAP, (ii) any other Person which directly, or indirectly through one or more intermediaries, is controlled by or is under common control with such Person, or (iii) any other Person of which such Person owns, directly or indirectly, ten percent (10%) or more of the common stock or equivalent equity interests. As used herein, the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or otherwise.

(ii) As used in this Agreement, "Person" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization.

(b) Confidential Information. As used in this Agreement, "Confidential Information" means information belonging to the Employer or its Affiliates which is of value to the Employer or any of its Affiliates in the course of conducting its business (whether having existed, now existing, or to be developed or created during Employee's employment by Employer) and the disclosure of which could result in a competitive or other disadvantage to the Employer or its Affiliates. Confidential Information includes, without limitation, contract terms and rates; negotiating and contracting strategies; facility participation status; financial information, reports, and forecasts; inventions, improvements and other intellectual property; product plans or proposed product plans; trade secrets; know how; designs, processes or formulae; software; market or sales information, plans or strategies; employee, customer, patient, provider and supplier information; information from patient medical records; financial data; insurance reimbursement methodologies, strategies, and practices; product and service pricing methodologies, strategies and practices; contracts with physicians, providers, provider networks, payors, physician databases and contracts with hospitals; regulatory and clinical manuals; and business plans, prospects and opportunities (such as possible acquisitions or dispositions of businesses or facilities) that have been discussed or considered by the Employer or its Affiliates, including without limitation the management of the Employer or its Affiliates. Confidential Information includes information developed by the Employee in the course of the Employee's employment by the Employer, as well as other information to which the Employee may have access in connection with the Employee's employment. Confidential Information also includes the confidential information of others with which the Employer or its Affiliates has a business relationship. Notwithstanding the foregoing, Confidential Information does not include information in the public domain, unless due to breach of the Employee's duties under Section 6(b), unless otherwise due to Employee's breach of the obligations in this Agreement, or unless due to violation of another person's obligations to the Employer or its Affiliates that Employee should have taken reasonable measures to prevent but that Employee did not take..

(c) Confidentiality. The Employee understands and agrees that the Employee's employment creates a relationship of confidence and trust between the Employer and the Employee with respect to all Confidential Information. At all times, both during the Employee's employment with the Employer and after the Employee's termination from employment for any reason, the Employee shall keep in confidence and trust all such Confidential Information, and shall not use, disclose, or transfer any such Confidential Information without the written consent of the Employer, except as may be necessary within the scope of Employee's duties with Employer and in the ordinary course of performing the Employee's duties to the Employer. Employee understands and agrees not to sell, license or otherwise exploit any products or services which embody or otherwise exploit in whole or in part any Confidential Information or materials. Employee acknowledges and agrees that the sale, misappropriation, or unauthorized use or disclosure in writing, orally or by electronic means, at any time of Confidential Information obtained by Employee during or in connection with the course of Employee's employment constitutes unfair competition. Employee agrees and promise not to engage in unfair competition with Employer or its Affiliates, either during employment or at any time thereafter.

(d) Documents, Records, etc. All documents, records, data, apparatus, equipment and other physical property, whether or not pertaining to Confidential Information, that are furnished to the Employee by the Employer or its Affiliates or are produced by the Employee in connection with the Employee's employment will be and remain the sole property of the Employer and its Affiliates. The Employee shall return to the Employer all such materials and property as and when requested by the Employer. In any event, the Employee shall return all such materials and property immediately upon termination of the Employee's employment for any reason. The Employee shall not retain any such material or property or any copies thereof after such termination. It is specifically agreed that any documents, card files, notebooks, programs, or similar items containing customer or patient information are the property of the Employer and its Affiliates regardless of by whom they were compiled.

(e) Disclosure Prevention. The Employee will take all reasonable precautions to prevent the inadvertent or accidental exposure of Confidential Information.

(f) Removal of Material. The Employee will not remove any Confidential Information from the Employer's or its Affiliate's premises except for use in the Employer's business, and only consistent with the Employee's duties with the Employer.

(g) Copying. The Employee agrees that copying or transfer of Confidential Information (by any means) shall be done only as needed in furtherance of and for use in the Employer's and its Affiliate's business, and consistent with the Employee's duties with the Employer. The Employee further agrees that copies of Confidential Information shall be treated with the same degree of confidentiality as the original information and shall be subject to all restrictions herein.

(h) No "Moonlighting". During the Employee's employment with the Employer, the Employee agrees not to accept or continue in any job, consulting work, directorship, or employment that may conflict with Employee's duties and responsibilities to Employer, including the duty of loyalty, without the written approval of senior management of the Employer. Without limitation, Employee's employment with the following shall not be deemed a violation of this provision: ApolloMed Hospitalists, Inc.

(i) Computer Security. During the Employee's employment with the Employer, the Employee agrees only to use Employer's and its Affiliate's computer resources (both on and off the Employer's premises) for which the Employee has been authorized and granted access. The Employee agrees to comply with the Employer's policies and procedures concerning computer security.

(j) E-Mail. The Employee acknowledges that the Employer retains the right to review any and all electronic mail communications made with employer provided email accounts, hardware, software, or networks, with or without notice, at any time.

(k) Assignment. The Employee acknowledges that any and all inventions, discoveries, designs, developments, methods, modifications, improvements, trade secrets, processes, software, formulae, data, "know-how," databases, algorithms, techniques and works of authorship whether or not patentable or protectable by copyright or trade secret, made or conceived, first reduced to practice, or learned by the Employee, either alone or jointly with others, during the Term that (i) relate to or are useful in the business of the Employer or its Affiliates, or (ii) are conceived, made or worked on at the expense of or during the Employee's work time for the Employer, or using any resources or materials of the Employer or its Affiliates, or (iii) arise out of tasks assigned to the Employee by the Employer (together "Proprietary Inventions") will be the sole property of the Employer or its Affiliates. The Employee acknowledges that all work performed by the Employee is on a "work for hire" basis and the Employee hereby assigns or agrees to assign to the Employer the Employee's entire right, title and interest in and to any and all Proprietary Inventions and related intellectual property rights. The Employee agrees to assist the Employer to obtain, maintain and enforce intellectual property rights for Proprietary Inventions in any and all countries during the Term, and thereafter for as long as such intellectual property rights exist.

NOTICE TO CALIFORNIA EMPLOYEES

Pursuant to California Labor Code § 2872, an agreement requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer does not apply to an invention which qualifies fully under the provisions of California Labor Code § 2870, which provides as follows:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of the State of California and is unenforceable.

(l) Nonsolicitation. Employee agrees and covenants that, at any time during Employee's employment with the Employer and for a period of twelve (12) months immediately following the termination of Employee's relationship with the Employer for any reason, whether with or without cause, Employee shall not, either on Employee's own behalf or on behalf of any other person: (i) solicit the services of or entice away, directly or indirectly, any person employed or engaged by or otherwise providing services to the Employer or its Affiliates (this provision does not prohibit the Employee's post-termination acceptance of unsolicited applications for employment); or (ii) take any illegal action or engage in any unfair business practice, including without limitation any misappropriation of confidential, proprietary, or trade secret information of the Employer or its Affiliates, as a result of which relations between the Employer or its Affiliates, and any of their customers, clients, suppliers, distributors or others, may be impaired or which might otherwise be detrimental to the business interests or reputation of the Employer or its Affiliates.

(m) Third-Party Agreements and Rights. The Employee hereby confirms that the Employee is not bound by the terms of any agreement with any previous employer or other party which restricts in any way the Employee's use or disclosure of information or the Employee's engagement in any business except as Employee has previously provided written notice to Employer and has attached to this Agreement. The Employee represents to the Employer that the Employee's execution of this Agreement, the Employee's employment with the Employer and the performance of the Employee's proposed duties for the Employer will not violate any obligations the Employee may have to any previous employer or other party. In the Employee's work for the Employer, the Employee will not disclose or use any information in violation of any agreements with or rights of any such previous employer or other party, and the Employee will not bring to (by any means) the premises of the Employer any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

(n) Litigation and Regulatory Cooperation. During and after the Employee's employment, the Employee shall cooperate fully with the Employer in the defense or prosecution of any claims or actions now in existence or that may be brought in the future against or on behalf of the Employer that relate to events or occurrences that transpired while the Employee was employed by the Employer. The Employee's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Employer at mutually convenient times. During and after the Employee's employment, the Employee also shall cooperate fully with the Employer in connection with any investigation or review of any federal, state, or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Employee was employed by the Employer. The Employer shall reimburse the Employee for any reasonable out of pocket expenses incurred in connection with the Employee's performance of obligations pursuant to this Section. "Full cooperation" shall not be construed to in any way require any violation of law or any testimony that is false or misleading.

(o) Enforcement; Injunction. The Employee acknowledges and agrees that the restrictions contained in this Agreement are reasonable and necessary to protect the business and interests of the Employer and its Affiliates, do not create any undue hardship for the Employee, and that any violation of the restrictions in this Agreement would cause the Employer and its Affiliates substantial irreparable injury. Accordingly, the Employee agrees that a remedy at law for any breach or threatened breach of the covenants or other obligations in Section 6 this Agreement would be inadequate and that the Employer, in addition to any other remedies available, shall be entitled to obtain preliminary and permanent injunctive relief to secure specific performance of such covenants and to prevent a breach or contemplated or threatened breach of this Agreement without the necessity of proving actual damage and without the necessity of posting bond or security, which the Employee expressly waives. Moreover, the Employee will provide the Employer a full accounting of all proceeds and profits received by the Employee as a result of or in connection with a breach of Section 6 this Agreement. Unless prohibited by law, the Employer shall have the right to retain any amounts otherwise payable by the Employer to the Employee to satisfy any of the Employee's obligations as a result of any breach of Section 6 of this Agreement. The Employee hereby agrees to indemnify and hold harmless the Employer and its Affiliates from and against any damages incurred by the Employer or its Affiliates as assessed by a court of competent jurisdiction as a result of any breach of Section 6 of this Agreement by the Employee. The prevailing party shall be entitled to recover its reasonably attorneys' fees and costs if it prevails in any action to enforce Section 6 of this Agreement. It is the express intention of the parties that the obligations of Section 6 the Agreement shall survive the termination of the Employee's employment. The Employee agrees that each obligation specified in Section 6 of this Agreement is a separate and independent covenant that shall survive any termination of this Agreement and that the unenforceability of any of them shall not preclude the enforcement of any other covenants in Section 6 of this Agreement. No change in the Employee's duties or compensation shall be construed to affect, alter or otherwise release the Employee from the covenants herein.

7 . Successors. This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and permitted assigns, including any corporation or entity with which or into which the Employer may be merged or which may succeed to its assets or business, provided, however, that Employee's obligations are personal and shall not be assigned by Employee. The Employee consents to any assignment by the Employer of this Agreement. In the event of the Employee's death after the Date of Termination but prior to the completion by the Employer of all payments due to the Employee under this Agreement, the Employer shall continue such payments to the Employee's beneficiary designated in writing to the Employer prior to the Employee's death (or to the Employee's estate, if the Employee fails to make such designation).

8 . Enforceability. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9 . Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

10. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by registered or certified mail, postage prepaid, to the Employee at the last address for which the Employee has provided witten notice to the Employer, or to the Employer at its main office, attention of the Human Resources**.**

11. Publications. Employee agrees not to submit any writing for publication or deliver any speech that contains any information relating to the business of the Employer, unless the Employee receives advance written clearance from an authorized representative of the Employer.

12. Publicity. The Employee hereby grants to the Employer the right to use the Employee's name and likeness, without additional consideration, on, in and in connection with technical, marketing and/or disclosure materials published by or for the Employer for the duration of Employee's employment with Employer and for a reasonable period of time following the Date of Termination.

13. Conflicting Obligations and Rights. The Employee agrees to inform the Employer of any apparent conflicts between the Employee's work for the Employer and (a) any obligations the Employee may have to preserve the confidentiality of another's proprietary information or materials or (b) any rights the Employee claims to any inventions or ideas before using the same on the Employer's behalf. Otherwise, the Employer may conclude that no such conflict exists and the Employee agrees thereafter to make no such claim against the Employer. The Employer shall receive such disclosures in confidence and consistent with the objectives of avoiding any conflict of obligations and rights or the appearance of any conflict of interest.

14. Notification of New Employer. In the event that the Employee leaves the employ of the Employer, voluntarily or involuntarily, the Employee agrees to inform any subsequent employer of the Employee's obligations under Section 6 of this Agreement. The Employee further hereby authorizes the Employer to notify the Employee's new employer about the Employee's obligations under Section 6 of this Agreement.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes in all respects all prior agreements as well as all express or implied negotiations and agreements, between the parties concerning such subject matter.

16. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Employee and by a duly authorized representative of the Employer.

17. Governing Law. This is a California contract and shall be construed under and be governed in all respects by the laws of the State of California, without giving effect to the conflict of laws principles of such State.

18. Obligations of Successors. The Employer shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Employer to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Employer would be required to perform if no such succession had taken place.

19. Consent to Jurisdiction; Forum Selection. At all times the Employee and Employer: (a) irrevocably submit to the exclusive jurisdiction of the Los Angeles Superior Court and United States District Court for the Central District of California, whichever may have competent subject matter jurisdiction, in any action or proceeding arising out of or relating to this Agreement, and irrevocably agree that all claims in respect of any such action or proceeding may be heard and determined in such court; (b) to the extent permitted by law, irrevocably consent to the service of any and all process in any such action or proceeding by the mailing of copies of such process to such party at the address set forth in this Agreement (or otherwise on record with the Employer); (c) to the extent permitted by law, irrevocably confirm that service of process out of such courts in such manner shall be deemed due service upon such party for the purposes of such action or proceeding; (d) to the extent permitted by law, irrevocably waives (i) any objection the Employee or Employer may have to the laying of venue of any such action or proceeding in any of such courts, or (ii) any claim that the Employee or Employermay have that any such action or proceeding has been brought in an inconvenient forum; and (e) to the extent permitted by law, irrevocably agrees that a final nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Section shall affect the right of any party hereto to serve legal process in any manner permitted by law.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, this Agreement has been executed as a sealed instrument by the Employer by its duly authorized officer, and by the Employee, as of the date first above written.

EMPLOYER:
APOLLO MEDICAL MANAGEMENT, INC.:

By: /s/ Kyle Francis

Printed Name: Kyle Francis

Its: CFO

Date: March 28, 2014

EMPLOYEE:

/s/ Adrian Vazquez
Adrian Vazquez, M.D.

Date: March 28, 2014

EXHIBIT A

Release of Claims

I, Adrian Vazquez, in consideration of and subject to the performance by **Apollo Medical Management, Inc.** (the "Company") of its obligations under the Employment Agreement, dated as of March 28, 2014 (as amended from time to time, the "Agreement"), do hereby release and forever discharge as of the date of my execution of this release (the "Release") the Company, its affiliated and related entities, its and their respective predecessors, successors and assigns, its and their respective employee benefit plans and fiduciaries of such plans, and the current and former officers, directors, shareholders, employees, attorneys, accountants and agents of each of the foregoing in their official and personal capacities (collectively, the "Released Parties") to the extent provided below.

1. I understand that any payments or benefits paid or granted to me under Section 5(b) of the Agreement represent, in part, consideration for signing this Release and are not salary, wages or benefits to which I was already entitled. Such payments and benefits will not be considered compensation for purposes of any employee benefit plan, program, policy or arrangement maintained or hereafter established by the Company or its affiliates.

1. Releases.

(a) I knowingly and voluntarily (on behalf of myself, my spouse, my heirs, executors, administrators, agents and assigns, past and present) fully and forever release and discharge the Company and the other Released Parties from any and all claims, suits, controversies, actions, causes of action, cross claims, counterclaims, demands, debts, liens, contracts, covenants, suits, rights, obligations, expenses, judgments, compensatory damages, liquid damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, orders and liabilities of whatever kind of nature, in law and in equity, in contract of in tort, both past and present (through the date this General Release becomes effective and enforceable) and whether known or unknown, vested or contingent, suspected, or claimed, against the Company or any of the Released Parties which I, my spouse, or any of my heirs, executors, administrators or assigns, may have, which arise out of or relate to my employment with, or my separation or termination from, the Company up to the date of my execution of this Release (including, but not limited to, any allegation, claim of violation arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act), the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; the Fair Labor Standards Act; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local state or federal law, regulation or ordinance; or under any public policy, contract of tort, or under common law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of the Agreement, infliction of emotional distress or defamation; or any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters) (collectively, the "Claims").

(b) **SECTION 1542 WAIVER**. Employee agrees that all rights he may have under Section 1542 of the California Civil Code are hereby waived. Section 1542 provides:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release, Employee agrees that this Agreement is intended to include all claims, if any, that Employee may have against the Company, and that this Agreement extinguishes those claims.

3. I represent that I have made no assignment of transfer of any right, claim, demand, cause of action, or other matter covered by Section 2 above.

4. In signing this Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the claims, demands and causes of action herein above mentioned or implied. I expressly consent that this Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims up to the date of my execution of this Release, if any, as well as those relating to any other claims hereinabove mentioned. I acknowledge and agree that this waiver is an essential and material term of this Release and that without such waiver the Company would not have agreed to the terms of the Agreement. I further agree that in the event I should bring a claim seeking damages against the Company, this Release shall serve as a complete defense to such claims as to my rights and entitlements. I further agree that I am not aware of any pending charge or complaint of the type described in Section 2 as of the date of my execution of this Release.

5. I agree that neither this Release, nor the furnishing of the consideration for this Release, shall be deemed or constructed at any time to be an admission or acknowledgement by the Company, any Released Party or myself of any improper or unlawful conduct.

6. I agree and acknowledge that the provisions, conditions, and negotiations of this Release are confidential and agree not to disclose any information regarding the terms, conditions and negotiations of this Release, nor transfer any copy of this Release to any person or entity, other than my immediate family and any tax, legal or other counsel or advisor I have consulted regarding the meaning or effect hereof or as required by applicable law, and I will instruct each of the foregoing not to disclose the same to anyone.

7. Notwithstanding anything in the Release to the contrary, nothing in this Release shall be deemed to affect, impair, relinquish, diminish, or in any way affect any rights or claims in any respect to (i) any vested rights or other entitlements that I may have as of the date of my execution of this Release under the Company's 401(k) plan; (ii) any other vested rights or other entitlements that I may have as of the date of my execution of this Release under any employee benefit plan or program, in which I participated in my capacity as an employee of the Company; (iii) my rights under the Agreement; or (iv) my rights under the Release.

8. I understand that I continue to be bound by Section 6 of the Agreement.

9. Whenever possible, each provision of this Release shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provisions of this Release are held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provisions had never been contained herein.

10. This Release shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the conflict of laws principles of the State of California.

BY SIGNING THIS RELEASE, I REPRESENT AND AGREE THAT:

(i) I HAVE READ IT CAREFULLY;

(ii) I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED;

(iii) I VOLUNTARILY CONSENT TO EVERYTHING IN IT;

(iv) THE COMPANY IS HEREBY ADVISING ME TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT, I HAVE HAD THE OPPORTUNITY TO SO CONSULT, AND HAVE AVAILED MYSELF OF SUCH ADVICE TO THE EXTENT I HAVE DEEMED NECESSARY TO MAKE A VOLUNTARY AND INFORMED CHOICE TO EXECUTE THIE RELEASE;

(v) I HAVE HAD AT LEAST TWENTY ONE (21) DAYS [45 DAYS IN CONNECTION WITH A GROUP TERMINATION OR EXIT INCENTIVE PLAN] FOLLOWING THE DATE OF TERMINATION OF MY EMPLOYMENT TO CONSIDER THIS RELEASE;

(vi) CHANGES TO THIS RELEASE, WHETHER MATERIAL OR IMMATERIAL, DO NOT RESTART THE RUNNING OF THE 21-DAY [OR 45 DAY] CONSIDERATION PERIOD;

(vii) I UNDERSTAND THAT I HAVE SEVEN (7) DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT, SUCH REVOCATION TO BE RECEIVED IN WRITING BY THE COMPANY BY THE END OF THE SEVENTH DAY AFTER THE DATE HEREOF, AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED;

(viii) I HAVE SIGNED THIS RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE ME WITH RESPECT TO IT; AND

(ix) I AGREE THAT THE PROVISIONS OF THIS RELEASE MAY NOT BE AMENDED, WAIVED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

DATED AS OF _____, 20__

_____

Adrian Vazquez, M.D.

Exhibit 10.15

A Medical Corporation

HOSPITALIST PARTICIPATION SERVICE AGREEMENT

This HOSPITALIST PARTICIPATION SERVICE AGREEMENT ("Agreement") is made and entered into this March 28, 2014 by and between ApolloMed Hospitalists, A Medical Corporation (Group), a California professional corporation located at P.O. Box 4555, Glendale, CA 91222, and Warren Hosseinion, M.D., a physician (Provider), having its principal place of business at 700 N. Brand Blvd. Suite 220, Glendale, CA 91203.

RECITALS

WHEREAS, Group intends to enter into agreements with, but not limited to, Independent Physician Associations (IPA's), private community physicians (Physicians) and contracted hospitals (Hospital(s)) for the provision of inpatient medical services to persons enrolled as Enrollees (Enrollees) of IPA's or patients assigned to group as attending physician or consultant by Physician(s) or Hospital(s).

WHEREAS, Group and Provider desire to enter into a contract whereby Provider agrees to provide Covered Inpatient Intensive Medicine Services on behalf of Group to Enrollees of IPA's or patients assigned to group as a locum tenens attending physician or consultant by, but not limited to, Hospital(s) and Physician(s) which contract with Group.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

RETENTION OF PROVIDER

1. Provider shall, at all times, be deemed an, employee. It is the express intention of the parties that Provider is an employee, agent, owner, joint venturer and partner of Group. Both parties acknowledge that Provider is an employee for any and all purposes, including state and federal tax withholdings and that: (1) Provider will not incur business expenses that are not reimbursed by the Group except as otherwise expressly stated in this Agreement, (3) Provider will exercise independent discretion in and control the performance of services that Provider renders pursuant to this Agreement, and (4) Group may supply Provider with the tools and instrumentalities used in the performance of such services at Group's discretion. This Agreement is primarily to achieve the result of the service Provider will render, not the means by which the service will be accomplished.

2. Provider will devote high professional standards and very good effort and attention to the performance of services pursuant to this Agreement. Provider will use good judgment, adhere to high ethical standards, and avoid situations that create an actual or perceived conflict between Provider's interests and the interests of Group. While providing services to Group, Provider will respect Group's procedures and policies so as not to create unsafe situations, hinder Group's patient, employee or vendor relations, expose Group to undue risks or losses or cause dissension among the Group's employees.

3. Provider agrees to indemnify Group and all of its officers, directors, employees, shareholders, and agents and hold them all harmless for any injuries, damages, or losses (including reasonable attorney's fees and legal costs) to Provider or to Provider's agents or employees arising from or relating to this Agreement. Provider further agrees to indemnify Group, and all of its officers, directors, employees, shareholders and agents, free and hold them all harmless from and against any and all claims, demands, damages or liabilities (including reasonable attorney's fees and legal costs) of Group arising from or relating to the performance by Provider and Provider's agents and employees of Provider's obligations and duties pursuant to this Agreement.

ARTICLE I
SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to be available to provide and/or arrange coverage for Covered Inpatient Intensive Medicine Services to Enrollees of IPA's, or patients assigned to group as attending physician by Hospital(s) or Physician(s) on an as-needed basis. Said Covered Inpatient Intensive Medicine Services as referenced in Exhibit "A" shall be provided to Enrollees of each and every IPA which has (1) contracted with the Group and (2) has accepted Group to provide Covered Inpatient Intensive Medicine Services to its Enrollees and to patients assigned to Group as attending physician by Hospital(s) or Physician(s). Provider agrees to provide said Covered Inpatient Intensive Medicine Services at Group's Participating Hospitals as referenced in Exhibit "B". IPA's contracted with Group are listed in Exhibit "C."

Provider Initials: /s/ WH
Group Initials: /s/ KF

ARTICLE II
REPRESENTATIONS

GROUP hereby warrants and represents that it is a California medical professional corporation that is in good standing with the California Secretary of State.

PROVIDER hereby warrants and represents that he or she is duly licensed to practice medicine in the State of California and is in good standing with the Medical Board of California. Provider further warrants and represents that he or she is currently either Board Certified or Board Eligible, and that for the duration of this Agreement shall remain in good standing with the Medical Board of California and with the medical staff of the Primary Hospital(s) with privileges in Inpatient Intensive Medicine.

ARTICLE III
COMPENSATION

1. Base Salary. Group shall compensate Provider for Covered Inpatient Intensive Medicine Services as referenced in Exhibit A at an annualized rate of One Hundred Ninety-Five Thousand Dollars ($195,000.00) per year, payable in bimonthly installments and prorated on a daily basis for any portion of a month in which the terms of this Agreement do not apply or have been suspended by agreement of the Parties or terminated pursuant to the termination provisions of this Agreement

2. Expenses. Provider shall be entitled to receive prompt reimbursement for all reasonable business expenses incurred by Provider in performing services hereunder during the Term, in accordance with the policies and procedures then in effect and established by the Group.

3. Automobile and Communication Allowance. Provider will be provided with a car and communications allowance of Fifty-Five Thousand Dollars ($55,000.00) per year for the purpose of covering the following expenses related to carrying out and performing duties related to employment with Group: (a) automobile expenses including (1) automobile lease (2) gasoline and (3) automobile repairs and maintenance (4) automobile insurance, (b) communication expenses including (1) cellular phone and accessories and (2) cellular phone fees (3) lab top computer and/or tablet computer (4) wireless internet data fees. Said amount shall be payable in bimonthly installments and treated as ordinary income and prorated on a daily basis for any portion of a month in which the terms of this Agreement do not apply or have been suspended by agreement of the Parties or terminated pursuant to the termination provisions of this Agreement.

Provider Initials: /s/ WH
Group Initials: /s/ KF

4. Incentive Compensation. Provider shall be entitled to participate in any Employer incentive compensation plans as are now available to other similarly positioned employees or Providers of the Employer (Group). The Employee's (Provider's) entitlement to a bonus under any such plan is governed by the terms of that plan.

5. [intentionally deleted]

6. Paid Time Off. During the term, the Employee shall be entitled to 20 days of paid time off ("PTO") per calendar year which shall be accrued ratably during the calendar year, to be taken at such times as shall be agreed to by the Employer and the Employee in their reasonable discretion. Accrued and unused PTO up to the entitled 20 days which the Employee has failed to take during the calendar year shall be paid as ordinary income at the end of the calendar year.

7. Additional Wages. As Provider is an employee, agent, owner, joint venturer and partner of Group, it is understood that Provider may at times be required to perform additional services, due to but not limited to acquisition of new contracts or modifications of existing contracts, which may not be part of or in excess of those services agreed upon in current Agreement; changes to current Agreement describing said changes in Groups current contracts and method of compensation to Provider for additional services provided may be amended or modified only by a written document signed by both parties hereto.

Provider Initials: /s/ WH
Group Initials: /s/ KF

ARTICLE IV
OBLIGATIONS OF GROUP

1. Group will secure throughout the entire term of this Agreement a policy of professional malpractice liability insurance on behalf of Provider with an insurance company admitted and licensed in the State of California. The minimum coverage amount must be One Million Dollars ($1,000,000) per claim and Three Million Dollars ($3,000,000) in the annual aggregate. Group shall supply evidence of current insurance upon the Provider's demand at any time. Should Provider elect to obtain such coverage through an insurance other than that arranged by the Group, Group will remit the costs of the premiums on a monthly basis to the Provider as invoiced to Group by the Provider.

2. Group also agrees to maintain or purchase a tail policy for a period of not less than five (5) years following the effective termination date of the foregoing policy. Said tail policy shall have the same policy limits as the primary professional liability policy. Should Provider elect to obtain such coverage through an insurance other than that arranged by the Group, Group shall fully reimburse Provider for the cost of said tail policy.

3. Group will secure throughout the entire term of this Agreement a policy of health insurance on behalf of Provider with an insurance company admitted and licensed in the State of California. Said insurance policy shall provide coverage for Provider and all his dependents at no additional cost to Provider. Group shall supply evidence of current insurance upon the Provider's demand at any time. Should Provider elect to obtain such coverage through an insurance other than that arranged by the Group, Group will remit the costs of the premiums on a monthly basis to the Provider as invoiced to Group by the Provider.

4. Group will secure throughout the entire term of this Agreement a policy of disability insurance and on behalf of Provider with an insurance company admitted and licensed in the State of California. The minimum coverage shall be in the amount equal to Provider's current salary. Group shall supply evidence of current insurance upon the Provider's demand at any time. Should Provider elect to obtain such coverage through an insurance other than that arranged by the Group, Group will remit the costs of the premiums on a monthly basis to the Provider as invoiced to Group by the Provider.

5. Group will secure throughout the entire term of this Agreement a policy of term life insurance on behalf of Provider with an insurance company admitted and licensed in the State of California. The minimum coverage shall be in the amount of one million dollars ($1,000,000). Group shall supply evidence of current insurance upon the Provider's demand at any time. Should Provider elect to obtain such coverage through an insurance other than that arranged by the Group, Group will remit the costs of the premiums on a monthly basis to the Provider as invoiced to Group by the Provider.

Provider Initials: /s/ WH
Group Initials: /s/ KF

ARTICLE V
OBLIGATIONS OF PROVIDER

1. During the entire term of this Agreement, Provider shall remain in good standing of the medical staff of the Primary Hospital(s) as referenced in Exhibit "B" with privileges in Inpatient Intensive Medicine. Loss of such medical staff membership or loss, impairment, suspension or reduction in privileges shall result in immediate termination of this Agreement.

2. Provider shall advise Group of each malpractice claim filed against Provider and each settlement or judgment of malpractice within fifteen (15) days following said filing, settlement, or judgment. Provider represents and warrants that no claims of malpractice have been made against Provider except as previously indicated in writing to the Group.

3. Provider has agreed to provide Covered Inpatient Intensive Medical Services as referenced in Exhibit "A," Exhibit "B," and Exhibit "C."

4. Provider shall maintain active licenses and DEA numbers in the State of California. Group shall pay all associated licensing fees and expenses. Provider may also maintain active or inactive licenses in other states at Provider's sole expense.

5. Provider shall cooperate with independent quality review and improvement organization activities pertaining to provision of services. Provider shall comply with M+CO medical policies, quality assurance programs and medical management programs. Provider shall fully cooperate with and adhere to Medicare's appeals, expedited appeals and expedited review procedures for M+CO Members, including gathering and forwarding information on appeals to M+CO as necessary.

6. Provider shall abide by all standards specified by the Healthcare Facilities Accreditation Program (the "HFAP") or the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO") (whichever is applicable), or any comparable deemed status organization in the current accreditation manual for hospitals and all regulations set forth in Title 22, Division 5 of the California Code of Regulations, with respect to the provision of the Services.

Provider Initials: /s/ WH
Group Initials: /s/ KF

7. As to those patients assigned to Provider, Provider shall:

(a) Timely assess all newly admitted patients in accordance with the following timelines:

(1) Admissions to Units Other Than ICU – In accordance with existing hospital policy, unless the clinical status of the patient warrants an earlier assessment;

(2) Admission to ICU - In accordance with existing hospital policy, unless the clinical status of the patient warrants an earlier assessment; and

(3) Emergency Department – Within thirty (30) minutes of request from Emergency Department.

(b) Communicate with the patient's Primary Care Physician, where applicable, regarding the patient's medical condition and treatment plan within twenty-four (24) hours of admission, at least every forty-eight (48) hours during the patient's inpatient stay, and within twenty-four (24) hours of discharge.

(c) Provide encounter data on all services rendered at Hospital as requested by Hospital;

(d) Communicate with Hospital's Case Management Staff on a daily basis regarding the patient's medical condition, treatment plan, and discharge status;

(e) Obtain consultations with specialists and other members of the Medical Staff as may be required by the patient's medical condition.

(f) Cooperate in promptly transitioning care back to the Patient's primary care physician upon discharge, by, among other things:

(1) Preparing discharge instructions (i.e., the discharge sheet) to be faxed or submitted to the primary care physician on the day of discharge; and

(2) Timely completing the discharge summary, as required by hospital rules.

8. Provide consultations to those staff physicians who have elected to admit patients to the Hospital.

Provider Initials: /s/ WH
Group Initials: /s/ KF

9. In the event a patient requests his/her own primary care physician, Provider will provide such care as may be immediately required under the circumstances, and shall promptly call and inform the primary care physician of the patient's request.

ARTICLE VI
CONFIDENTIALITY/NONDISCLOSURE

1. Provider understands that, in connection with his or her engagement with Group, he or she may receive, produce, or otherwise be exposed to trade secrets, Group Information and/or Confidential Information, in addition to all information Group receives from others under an obligation of confidentiality.

2. Provider acknowledges that trade secrets, Group Information and Confidential Information are the sole, exclusive and extremely valuable property of Group. Accordingly, Provider agrees to segregate all trade secrets, Group Information and/or Confidential Information from information of other companies and agrees not to reproduce any trade secrets, Group Information and/or Confidential Information without Group's prior written consent, not to use trade secrets, Group Information and/or Confidential Information except in the performance of this Agreement, and not to divulge all or any part of any trade secrets, Group Information and/or Confidential Information in any form to any third party, either during or after the term of this Agreement. Upon termination or expiration of this Agreement for any reason, Provider agrees to cease using and to return to Group all whole and partial copies and derivatives of any trade secrets, Group Information and/or Confidential Information, whether in Provider's possession or under Provider's direct or indirect control, including any computer access codes and/or nodes.

3. Provider shall not disclose or otherwise make available to Group in any manner any confidential and proprietary information received by Provider from third parties. Provider warrants that his or her performance of all the terms of this Agreement does not and will not breach any agreement entered into by Provider with any other party, and Provider agrees not to enter into any agreement, oral or written, in conflict with this Agreement. In addition, Provider recognizes that Group has proprietary information subject to a duty on Group's part to maintain the confidentiality of such information and to use such information only for certain limited purposes. Provider agrees that he or she owes to Group and such third parties, during the term of the Provider's relationship with Group and thereafter, regardless for the reason of termination of the relationship, a duty to hold all such confidential or proprietary information in the strictest of confidence and not to disclose such information to any person, Group or corporation (except as necessary in carrying our his or her work for Group consistent with Group's agreement with such third party) or to use such information for the benefit of anyone other than for Group or such third party (consistent with Group's agreement with such third party).

Provider Initials: /s/ WH
Group Initials: /s/ KF

4. Provider shall comply with all state, federal and other government requirements regarding medical records, including requirements regarding completion of records, retention of records, access to records, confidentiality of records, and submission of reports, including but not limited to HIPAA. Attached as Exhibit "D" and incorporated herein by reference, is Group's HIPAA privacy policy. As a condition of and in consideration for this Agreement, Provider shall execute and be subject to Group's HIPAA Business Associate Agreement, attached as Exhibit "E."

5. The provisions of this Article shall remain enforceable regardless of any termination of the Agreement.

ARTICLE VII
RESTRICTION ON SOLICITATION

Provider shall not, for as long as Provider is providing services to Hospital hereunder and for a period of twelve months after the termination of this Agreement, directly or indirectly, promote, participate, or engage in any business activity that would interfere with the performance of Group's business. By way of example only and not by way of limitation, Provider shall not solicit, attempt to solicit, or cause to be solicited any customers or clients of Group, nor will Provider solicit, attempt to solicit, or cause to be solicited any employees, agents or independent contractors of Group to cease their relationship with Group. The parties expressly acknowledge that remedies at law shall be deemed to be inadequate for any breach of any of the covenants of this section, and Group shall be entitled to injunctive relief in addition to any other remedies it may have in law or in equity in the event of such breach. This section shall remain enforceable regardless of any termination of the Agreement.

ARTICLE VIII
INDEMNIFICATION

Provider hereby indemnifies and holds harmless Group and its directors, officers, employees, shareholders and agents from and against any claim, loss, damage, cost, expense (including reasonable attorney's fees) or liability arising out of or related to the performance or non-performance by Provider of any services to be performed or provided by Provider under this Agreement, as well as all other acts or omissions of Provider. This and all other indemnification provisions in the Agreement shall remain enforceable regardless of any termination of the Agreement.

Provider Initials: /s/ WH
Group Initials: /s/ KF

ARTICLE IX
MISCELLANEOUS

1. This Agreement reflects the entirety of the Agreement of the Parties and may be amended or modified only by a written document signed by both parties hereto.

2. All notices required by this Agreement shall be sufficient if delivered in writing by United States mail, postage prepaid and return receipt requested, addressed to the party at the addresses set forth above.

3. The rights and benefits of Group under this Agreement shall be fully assignable and transferable, and all provisions herein shall inure to the benefit of and be enforceable by or against its successors and assigns.

4. Nothing contained in this Agreement shall be construed to permit assignment by Provider of any rights under this Agreement and any such assignment is expressly prohibited. Group may assign its rights and obligations under this Agreement.

5. If any provision in this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6. In case of enforcement action arising under or related to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which he or she may be entitled. This provision shall be construed as applicable to the entire Agreement.

7. This Agreement will be governed by and construed in accordance with the laws of the State of California.

8. Provider acknowledges that he or she had the opportunity to consult an attorney regarding the terms of this Agreement and has either received or waived such advice.

9. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same Agreement.

Provider Initials: /s/ WH
Group Initials: /s/ KF

ARTICLE X
VOLUNTARY AND OPTIONAL AGREEMENT TO ARBITRATE DISPUTES

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by binding arbitration pursuant to the following terms and conditions, which shall remain enforceable regardless of any termination of the Agreement:

1. Voluntary Agreement.

The purpose of arbitration is to resolve any disputes in a timely, fair and individualized manner. Provider's agreement to Arbitrate is not a mandatory condition of this Agreement, and if Provider rescinds his or her acceptance of the agreement to Arbitrate within the time specified below, this Article shall not be enforceable. At the written request of either Party, the Parties agree to consider, in good faith, any reasonable proposal to modify or amend the terms proposed by the other Party, or previously agreed upon in writing by the Parties. Provider is free to consult an attorney of his or her choice in connection with this process. If the Provider wishes to rescind his or her acceptance of the agreement to Arbitrate, he or she may do so at any time within 30 days of signing the Agreement by delivering and maintaining proof of delivery (such as a return receipt of certified mailing) of a signed written notice to the Group that Provider's acceptance of the agreement to arbitrate pursuant to this Article has been rescinded. In the absence of a written, mutually executed amendment, this Article shall set forth the full and complete agreement between the Parties concerning the matters addressed within the scope of this Article and shall supersede all prior oral or written agreements concerning these matters.

2. Covered Disputes.

These arbitration provisions shall apply to any claim or dispute alleging liability that arises from or relates to this Agreement, including, but not limited to, claims of wrongful employment termination, breach of contract, respondeat superior or vicarious liability, harassment or discrimination in employment, disputes concerning wage laws that are applicable only to employees, and all other similar employment relationship, contract, and principle-agent claims. The Arbitrator selected by the Parties shall be solely responsible for resolving any disputes over the interpretation or application of this Arbitration Agreement. Any arbitrable claims that, standing alone, would not be subject to these arbitration provisions shall be included within the scope of these standards if they arise from the same transaction or occurrence as claims that are independently subject to these arbitration provisions.

Provider Initials: /s/ WH
Group Initials: /s/ KF

3. Dispute Resolution Procedures.

The parties agree that each of them shall attempt to provide timely notice to the other party of any actual or perceived claim against the other and that they shall attempt to informally resolve any dispute that arises between them.

If a dispute cannot be resolved informally, the parties agree that it shall be submitted to final and binding arbitration before a single neutral arbitrator (the "Arbitrator"), selected from the then-current panel of the American Arbitration Association ("AAA") that is most appropriate for the nature of the dispute as determined by mutual agreement of the parties or, if such agreement cannot be reached, by AAA. Except as otherwise expressly provided in this Agreement, the arbitration shall be conducted in accordance with the AAA Rules corresponding to the nature of the dispute. Should the nature of the dispute be deemed to fall within the Employment Rules, the Employment Rules of the AAA shall apply except as otherwise expressly provided by this Agreement. The AAA Employment Rules are attached as Exhibit "D." Other than in conjunction with a properly instituted arbitration, the parties shall not be required to adhere to mediation procedures prescribed by any AAA Rules except upon mutual agreement.

Except as otherwise expressly provided in this Agreement, the interpretation, scope and enforcement of these arbitration provisions and all procedural issues shall be governed by the procedural and substantive provisions of the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* (the "FAA"), the federal decisional law construing the FAA, and the AAA Rules, provided the AAA Rules do not conflict with the FAA. In the event of a conflict, the terms of this Article and the FAA will prevail over the AAA Rules.

The arbitration fees incurred pursuant to these arbitration provisions will be borne as determined by the AAA Rules, unless the Employment Rules apply, in which case they shall be paid exclusively by the Group. Except as otherwise permitted by law and awarded by the arbitrator, each party shall bear her, his, or its own attorney fees and costs. In submitting their disputes to final and binding resolution by the Arbitrator, **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL OR COURT TRIAL.**

4. Small Claims Procedures.

If either Party asserts that a dispute involves an amount in controversy that is too small to warrant resolution by standard arbitration procedures, the claim may be resolved by a summary small claims procedure (the "Small Claims Procedure"). The Parties shall meet and confer to agree on whether the use of a Small Claims Procedure is appropriate in light of the nature and amount of the claim and, if so, what dispute resolution procedures are most appropriate. To the extent the Parties are unable to agree, the Arbitrator shall decide whether and to what extent a Small Claims Procedure shall apply. The Small Claims Procedure may involve relaxed rules of evidence, the use of broad principles of equity in place of strict application of law, telephonic hearings, and such other economic procedures as the Arbitrator deems appropriate under the circumstances of the dispute and consistent with due process. In no event, however, shall the Arbitrator utilize a Small Claims Procedure for a dispute involving a claim in excess of $50,000.

Provider Initials: /s/ WH
Group Initials: /s/ KF

5. Claims of Non-Parties Excluded From Arbitration.

The Parties wish to resolve any disputes between them in an individualized, informal, timely, and inexpensive manner and to eliminate, to the maximum extent possible, any resort to litigation in a court of law. Consequently, the Arbitrator shall not consolidate or combine the resolution of any claim or dispute between the Parties pursuant to these arbitration provisions with the resolution of any claim by any other party or parties, including but not limited to any other actual or claimed employee of the Group. Nor shall the Arbitrator have the authority to certify a class under Federal Rule of Civil Procedure Rule 23, analogous state rules, or AAA rules pertaining to class arbitration, and the Arbitrator shall not decide claims on behalf of any other party or parties.

ARTICLE XI
TERM OF AGREEMENT

This Agreement will become effective on the 1st day of April, 2014, and shall be effective for a period of twelve (12) months thereafter, unless sooner terminated pursuant to the terms of this Agreement. This Agreement shall automatically be renewed for successive periods of twelve (12) months, each on the same terms and conditions contained herein, unless sooner terminated pursuant to the terms of the Agreement.

ARTICLE XII
TERMINATION OF THE AGREEMENT

Notwithstanding any other provision of this Agreement to the contrary, Group shall have the right to terminate this Agreement for cause. In the event Provider is terminated by the Group for cause, termination shall be effective immediately following the giving of notice of termination by Group. For purposes of this section, cause shall include, but shall not be limited to, the following:

1. Provider repeatedly denies Covered Medical Services to Enrollees inappropriately, as determined by the Group.

2. Provider repeatedly fails to comply with Group's quality improvement and utilization management policies and accessibility and availability standards.

Provider Initials: /s/ WH
Group Initials: /s/ KF

3. Provider fails to comply with Obligations as referenced in Article IV.

4. Provider breaches any other term of this Agreement.

5. Loss, restriction or suspension of Provider's professional license to practice medicine in the State of California.

6. Provider's suspension or exclusion from the Medicare program.

7. Provider violates the State Medical Practice Act.

8. Provider's services place the safety of patients in imminent jeopardy.

9. Provider is convicted of a felony or crime or moral turpitude under State or Federal law.

10. Provider violates ethical and professional codes of conduct of the workplace as specified under State and Federal law.

11. Provider's medical staff privileges at any Primary Hospital are revoked, cancelled, suspended or limited.

12. Provider work product is unsatisfactory as measured by criteria set in the discretion of the Group.

13. There is a material and uncured breach by Provider, or grounds for termination for cause exist, under any one of the following (as each such agreement may be amended or replaced from time to time):

(A) Employment Agreement with Apollo Medical Management, Inc., a California corporation,

(B) that certain Shareholder Agreement dated as of March 28, 2014, between Apollo Medical Holdings, Inc., a Delaware corporation, Warren Hosseinion, M.D., Adrian Vazquez, M.D. and NNA of Nevada, Inc., a Nevada corporation,

C) that certain Physician Shareholder Agreement dated as of March 28, 2014, by Provider in favor of Apollo Medical Management, Inc., a California corporation, and Apollo Medical Holdings, Inc., a Delaware corporation, and for the account of Maverick Medical Group, Inc., a California professional corporation,

Provider Initials: /s/ WH
Group Initials: /s/ KF

(D) that certain Physician Shareholder Agreement dated as of March 28, 2014, by Provider in favor of Apollo Medical Management, Inc., a California corporation, and Apollo Medical Holdings, Inc., a Delaware corporation, and for the account of ApolloMed Care Clinic, A Professional Corporation, a California professional corporation, or

(E) that certain Physician Shareholder Agreement dated as of March 28, 2014, by Provider in favor of Apollo Medical Management, Inc., a California corporation, and Apollo Medical Holdings, Inc., a Delaware corporation, and for the account of Group.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by Group, at any time, without cause, by the giving of ninety (60) days prior written notice to Provider.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by Provider, at any time, without cause, by the giving of ninety (60) days prior written notice to Group.

Notwithstanding anything to the contrary contained in this Agreement, this Agreement may be terminated at any time by mutual written consent of the parties to this Agreement.

Notwithstanding any other provision of this Agreement, in the event that any IPA contracting with Group notifies Group that said IPA wishes to remove Group from the IPA's roster of participating physicians, Group shall have the right to terminate this Agreement by the giving of ninety (60) days prior written notice to Provider.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Group and Provider with respect to matters relating to Provider's retention, and it supersedes all previous oral or written communications, representations, or agreements between the parties. This Agreement amends, restates and supercedes in their entirety any and all prior Hospitalist Participation Services Agreements between Provider and Group.

THIS AGREEMENT CONTAINS PROVISIONS FOR THE ARBITRATION OF DISPUTES AND WAIVER OF THE RIGHT TO TRIAL BY JURY OR COURT (EXHIBIT F).

Executed at Glendale, California on March 28, 2014.

Provider Initials: /s/ WH
Group Initials: /s/ KF

GROUP:

By: /s/ Kyle Francis
(Signature)

Kyle Francis
Secretary

PROVIDER:

By: /s/ Warren Hosseinion
(Signature)

Warren Hosseinion, M.D.

ApolloMed Hospitalists

Provider Initials: /s/ WH
Group Initials: /s/ KF

EXHIBIT A

Provider shall be responsible for the following duties:

1. Medical Admissions (elective, urgent, emergent)

2. Surgical Admissions (elective, urgent, emergent)

3. Transfers: Out-of-Area and Out-of-Network (medical or surgical)

4. The Provider will need to communicate verbally with every patient's primary care physician within 24 hours of admission and on the day of discharge.

5. Visit all patients daily, including TCU (transitional care unit) patients.

6. Provider will need to dictate all H&P's within 24 hours of admission and all discharge summaries on the day of discharge.

7. Discussion of cases with families.

8. Conferring with discharge planner, UR nurse, UR coordinator, medical directors, case managers, or UR directors.

9. The Medical Director and/or designee reserves the right to request involvement of Provider on any patient for which the Group is contracted to provide inpatient services to.

10. Provider must be available, telephonically or by pager, at all times to Medical Director and/or designee, and to all other Group physicians, even when Provider is not on-call.

11. Provider will completely enter all patient information and Encounter Data, including but not limited to, Daily Visit Codes and Billing Codes, into the ApolloMed web-based database on a daily basis. Provider may enter this data either on a desktop computer or via a PDA phone. Provider shall be responsible for providing these duties to all patients for which Group is contracted to provide inpatient services to, at the Participating Hospitals as referenced in Exhibit B and Exhibit C.

Provider Initials: /s/ WH
Group Initials: /s/ KF

EXHIBIT B

PARTICIPATING HOSPITALS

1. Glendale Memorial Hospital
2. Providence-St. Joseph Hospital
3. Glendale Adventist Hospital
4. San Gabriel Valley Medical Center
5. Garfield Medical Center
6. Alhambra Hospital

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Provider Initials: /s/ WH
Group Initials: /s/ KF

EXHIBIT C

IPA's/Groups Contracted with ApolloMed Hospitalists

1. Lakeside IPA
2. La Vida Medical Group & IPA
3. Regal Medical Group
4. EPO (Glendale Adventist PPO)
5. Verdugo Hills IPA
6. Family Care Specialists (FCS)
7. Allied Physicians Of California
8. Pacific IPA
9. Accountable IPA
10. Health Care Partner's

Additionally, Provider will be responsible for the inpatient care of the private patients (Medicare, MediCal, PPO, POS) of all primary care physicians who have designated Group to do their hospitalist work.

Provider Initials: /s/ WH
Group Initials: /s/ KF

EXHIBIT D
GROUP'S HIPAA PRIVACY POLICY

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW THIS NOTICE CAREFULLY.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CONTACT OUR PRIVACY MANAGER AT (818) 839-5200.

In this Notice, "we," "us," and "our" mean ApolloMed Hospitalists, a medical corporation. The policies of this Notice will be followed by us, our employees, our independent contractor physicians, and other non-employees who have a need to use your medical information to perform their job, including our business associates.

PROTECTED HEALTH INFORMATION

Protected Health Information, or "PHI," is health information that contains identifiers, such as your name, Social Security number, or other information that reveals who you are.

We may use or disclose PHI without your authorization for the purposes stated in this Notice. You may revoke your authorization for other disclosures of your PHI that require your written authorization at any time by sending your written revocation to:

Privacy Manager

AppolloMed Hospitalists
P.O. Box 4555
Glendale, CA 91222

YOUR RIGHTS

Your Right to Access your PHI

You have the right to see and copy most of your PHI maintained by us. We may charge you a fee for copies, mailing, and other costs associated with your request. Please contact our Privacy Manager to make arrangements. In the event your request to inspect or copy medical information is denied, we will inform in writing you of the denial and your right, if any, to have the decision reviewed.

Provider Initials: /s/ WH
Group Initials: /s/ KF

You have the right request inspection, copying, or delivery to you of your PHI in a manner or place that may protect your privacy. To ask for this special service, call the Privacy Manager.

Your Right to Request Individual Changes to Your PHI

You have a right to ask for changes to your PHI records if they are not complete or correct, for as long as the records are kept by us or for us. Your request must be in writing and must include a reason that supports your request. However, if we do not agree to your requested changes, we may deny your request and inform you of the reason(s) for the denial. You then have the right to submit a statement of disagreement with the content of your records, not to exceed 250 words. We will include your statement of disagreement with any disclosures of the records disputed by your statement of disagreement.

Your Right to an Accounting of Our Disclosures of PHI

You have the right to request a list of our disclosures of your PHI (other than our own uses for treatment, payment, and health care operations, and certain other disclosures we are not required to track or report to you), and the reason why the PHI was disclosed, for the six-year period prior to your request, but not earlier than April 14, 2003. You have a right to receive a free copy of this list once a year. If you request an updated list within one year, you will have to pay the costs of providing the list. We will notify you of the cost in advance, and you may change or cancel your request before you become responsible for the costs.

Your Right to a Paper Copy of This Notice

If you receive this notice by electronic mail, you have a right to a get paper copy of this notice. Please contact our Privacy Manager with your request.

Your Right to Request Additional Limitations on Disclosures of Your PHI
You have the right to request additional limitations on how we use or disclose your PHI. However, we do not have to agree to the limitations you request.

OUR DUTIES

We Must Protect Your PHI

We are required by law to protect your PHI from access by others who are not allowed to see or get copies of your information. We must keep your PHI private as required by law. We must give you notice about how we keep your information private. We must use and disclose your information only as provided in this notice.

Provider Initials: /s/ WH
Group Initials: /s/ KF

We May Make Changes to This Notice

We have the right to change this notice. If we change this notice, how we use your PHI or give it to others will change. Any changes in the notice will be made available on our website: www.apollomed.net

Uses and Disclosures of Your Records
We will protect the confidentiality of your PHI as required by law. Sometimes, we may use or disclose your PHI without your authorization, in the circumstances briefly discussed below.

Treatment

We may use or give your PHI to other physicians and health care workers and trainees in the course of providing treatment, such as obtaining a second opinion from another physician. We may use and disclose your PHI to coordinate the care you receive, including, for example, ordering prescriptions, diagnostic tests, etc.

Health Care Options

We may use or give you your PHI to you to inform you about your health care options We may use or give you your PHI to provide information about different health benefits or services that may be of interest to you.

Payment

We create bills for services we provide to you and we may use or share your related PHI with agencies such as insurance providers and to others when the disclosures may be necessary to obtain payment of your bills.

Health Care Operations

We may use or give your PHI to agencies that monitor, supervise, and regulate the delivery of health care.

Secretary of DHHS - Required Disclosure

We may give your PHI to the federal government when it is checking on how we are meeting the privacy laws.

Personal Representatives

We may give your personal representative access to your PHI at his or her request, upon that person's verification of his or her status as your personal representative.

Named Insured

If you are enrolled in health benefit program as a dependent, we may release medical information about you to the person under whose name your health benefits are carried.

Provider Initials: /s/ WH
Group Initials: /s/ KF

Hospital Directories

If you are hospitalized, we may use or give your name and location in the respective hospital directories of hospitals where we perform services for you while you are a patient in the hospital, as well as your general condition (good, fair, etc.) to persons who ask about you by name, and to clergy members of your religious affiliation even if they do not ask for you by name. This information is provided so your friends, family, and clergy can visit you and find out how you are doing generally.

Persons Involved in Your Care or Payment for Your Care

We may give information about you to a friend or family member who is involved in your medical care, include someone involved in arranging payment for your medical care, or to others you tell us are involved in your care. Unless you request otherwise in writing, if you are hospitalized, we may also tell your friends and family that you are in the hospital and your general condition. We may also disclose medical information about you to disaster relief efforts to assist them in providing notices about the condition, status, and location of affected individuals.

Appointments
We may use or give your PHI to you to provide reminders of your appointments.

Uses and Disclosures Required by Law
We may use or give out information about you to others when required by federal or state law. The information we give will be limited to the information the law requires us to disclose.

Public Health Activities

We may use or disclose your PHI to public health authorities to the extent permitted or required by law. This may include sharing your information:

- To prevent or control disease, injury or disability,
- For reports of child abuse or neglect;
- To the Food and Drug Administration about food, nutritional supplements, products, or product recalls,
- To a person who may have been exposed to a disease, or
- To an employer for health care in their facility.

Victims of Abuse, Neglect or Domestic Violence

We may share your PHI with government agencies, including social services or protective service agencies, to report if we suspect you are a victim of abuse, neglect or domestic violence when the law requires it.

Provider Initials: /s/ WH
Group Initials: /s/ KF

Health Care Oversight

We may use or share your PHI with agencies that review how we do business or oversee the health care system, such as for audits or investigations.

Judicial and Administrative

We may disclose your PHI in response to subpoenas, warrants, discoveries, or other legal processes, but only if appropriate efforts have been made to inform you about the request or obtain a court order protecting your PHI.

Law Enforcement
We may give your PHI for police activities, such as providing information to locate a missing person.

Decedents
We may use or give your PHI to the coroner or medical examiner to determine the cause of your death. We may give your PHI to a funeral director to enable him/her to carry out his/her duties.

Organ Donations

If you are an organ or tissue donor, we may use or give your PHI to organizations that coordinate, obtain, bank, or transplant organs or tissues as allowed by law.

Research

We may use or give your PHI for research studies that meet all privacy law rules

Health and Safety

We may use or give your PHI when necessary to persons who are able to prevent or lessen a serious threat to the health or safety of you, another person or the public.

Specialized Government Functions

We may use or disclose your PHI to the appropriate government agency:

- If you are a member of the armed forces, as required by military command authorities,
- If your are a veteran, to the Department of Veterans Affairs,
- To federal officials to conduct national security activities,
- To federal officials to protect the President and others,

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Group Initials: /s/ KF

- If you are a member of the Department of the State, to authorities seeking information about your medical suitability or for security clearances,
- If you are an inmate of a correctional institution or under the custody of a law enforcement official, to a correctional institution about your health care and safety and to ensure the health and safety of others,
- To federal, state or local government agencies when you apply for a benefit program to verify your eligibility, enrollment or to provide data about the programs.

Workers' Compensation

We may give your PHI to agencies and entities that provide workers' compensation benefits for work-related injuries and illnesses.

Fundraising

We may use or give your PHI to our business partners to contact you to raise funds for organizations associated with our delivery of health care services. If we do so, we will only use or disclose your name, address, other contact information, age, gender and insurance status.

Underwriting

We may use or give your PHI to insurance companies to get insurance coverage for you, for us, and for the facilities and organizations, such as hospitals, that are associated with the health care we provide to you.

Group Health Plan Sponsors

We may use or disclose your PHI to agencies that sponsor your group health insurance. For example, we may use and give your information to confirm your eligibility to enroll you in a participating health plan that you select.

De-Identified Information

We may give out information about you that cannot be traced back to you. This data is called "de-identified" data. Data is considered de-identified only after information that is sufficient to identify you has been removed.

Business Associates

There are some services provided to our organization through contracts with other organizations, such as a copy service we use to make copies of your records. We may disclose your PHI to these organizations so they can perform the job we have asked them to do. We require all these organizations to sign an agreement to protect the privacy of your PHI.

Provider Initials: /s/ WH
Group Initials: /s/ KF

How to Contact Us or File Complaints

You have the right to file a complaint if you think your privacy rights have been violated or you think this Notice is not correct. You may make your complaint with our Privacy Manager. To make a complaint, you may telephone or send a written letter to our Privacy Manager. The telephone number to contact our privacy manager is (818) 839-5200. The address to send a written letter is:

Privacy Manager

AppolloMed Hospitalists
P.O. Box 4555
Glendale, CA 91222

You also have the right to file a complaint about how your records are protected or about our Notice with the Secretary of the United States Department of Health and Human Services. To file a complaint with that agency you may:

Send your written complaint to:

Region IX,
Office for Civil Rights,
U.S. Department of Health and Human Services,
50 United Nations Plaza—Room 322
San Francisco, CA 94102.

Or fax it to: (415) 437–8329

You may call this agency at: (415) 437–8310 or for TDD (415) 437–8311.

You may send your complaint by electronic email to*OCRComplaint@hhs.gov.*

No Retaliation

No action may be taken against you for filing a complaint. If you believe that an action has been taken against you by one of our employees, please call our Privacy Manager at (818) 839-5200.

Effective Date

This notice is in effect on and after August 1, 2008.

Provider Initials: /s/ WH
Group Initials: /s/ KF

EXHIBIT F
AMERICAN ARBITRATION ASSOCIATION EMPLOYMENT RULES

Employment Arbitration Rules and Mediation Procedures

1. Applicable Rules of Arbitration

The parties shall be deemed to have made these rules a part of their arbitration agreement whenever they have provided for arbitration by the American Arbitration Association (hereinafter "AAA") or under its Employment Arbitration Rules and Mediation Procedures or for arbitration by the AAA of an employment dispute without specifying particular rules*. If a party establishes that an adverse material inconsistency exists between the arbitration agreement and these rules, the arbitrator shall apply these rules.

If, within 30 days after the AAA's commencement of administration, a party seeks judicial intervention with respect to a pending arbitration and provides the AAA with documentation that judicial intervention has been sought, the AAA will suspend administration for 60 days to permit the party to obtain a stay of arbitration from the court. These rules, and any amendment of them, shall apply in the form in effect at the time the demand for arbitration or submission is received by the AAA.

* *The National Rules for the Resolution of Employment Disputes* have been re-named the *Employment Arbitration Rules and Mediation Procedures.* Any arbitration agreements providing for arbitration under its *National Rules for the Resolution of Employment Disputes* shall be administered pursuant to these *Employment Arbitration Rules and Mediation Procedures.*

2. Notification

An employer intending to incorporate these rules or to refer to the dispute resolution services of the AAA in an employment ADR plan, shall, at least 30 days prior to the planned effective date of the program:

i. notify the Association of its intention to do so and,

ii. provide the Association with a copy of the employment dispute resolution plan.

Compliance with this requirement shall not preclude an arbitrator from entertaining challenges as provided in Section 1. If an employer does not comply with this requirement, the Association reserves the right to decline its administrative services.

3. AAA as Administrator of the Arbitration

When parties agree to arbitrate under these rules, or when they provide for arbitration by the AAA and an arbitration is initiated under these rules, they thereby authorize the AAA to administer the arbitration. The authority and duties of the AAA are prescribed in these rules, and may be carried out through such of the AAA's representatives as it may direct. The AAA may, in its discretion, assign the administration of an arbitration to any of its offices.

Provider Initials: /s/ WH
Group Initials: /s/ KF

4. Initiation of Arbitration

Arbitration shall be initiated in the following manner.

a. The parties may submit a joint request for arbitration.

b. In the absence of a joint request for arbitration:

i. The initiating party (hereinafter "Claimant[s]") shall:

1. File a written notice (hereinafter "Demand") of its intention to arbitrate at any office of the AAA, within the time limit established by the applicable statute of limitations. Any dispute over the timeliness of the demand shall be referred to the arbitrator. The filing shall be made in duplicate, and each copy shall include the applicable arbitration agreement. The Demand shall set forth the names, addresses, and telephone numbers of the parties; a brief statement of the nature of the dispute; the amount in controversy, if any; the remedy sought; and requested hearing location.

2. Simultaneously provide a copy of the Demand to the other party (hereinafter "Respondent[s]").

3. Include with its Demand the applicable filing fee, unless the parties agree to some other method of fee advancement.

ii. The Respondent(s) may file an Answer with the AAA within 15 days after the date of the letter from the AAA acknowledging receipt of the Demand. The Answer shall provide the Respondent's brief response to the claim and the issues presented. The Respondent(s) shall make its filing in duplicate with the AAA, and simultaneously shall send a copy of the Answer to the Claimant. If no answering statement is filed within the stated time, Respondent will be deemed to deny the claim. Failure to file an answering statement shall not operate to delay the arbitration.

iii. The Respondent(s):

1. May file a counterclaim with the AAA within 15 days after the date of the letter from the AAA acknowledging receipt of the Demand. The filing shall be made in duplicate. The counterclaim shall set forth the nature of the claim, the amount in controversy, if any, and the remedy sought.

2. Simultaneously shall send a copy of any counterclaim to the Claimant.

Provider Initials: /s/ WH
Group Initials: /s/ KF

3. Shall include with its filing the applicable filing fee provided for by these rules.

iv. The Claimant may file an Answer to the counterclaim with the AAA within 15 days after the date of the letter from the AAA acknowledging receipt of the counterclaim. The Answer shall provide Claimant's brief response to the counterclaim and the issues presented. The Claimant shall make its filing in duplicate with the AAA, and simultaneously shall send a copy of the Answer to the Respondent(s). If no answering statement is filed within the stated time, Claimant will be deemed to deny the counterclaim. Failure to file an answering statement shall not operate to delay the arbitration.

c. The form of any filing in these rules shall not be subject to technical pleading requirements.

5. Changes of Claim

Before the appointment of the arbitrator, if either party desires to offer a new or different claim or counterclaim, such party must do so in writing by filing a written statement with the AAA and simultaneously provide a copy to the other party(s), who shall have 15 days from the date of such transmittal within which to file an answer with the AAA. After the appointment of the arbitrator, a party may offer a new or different claim or counterclaim only at the discretion of the arbitrator.

6. Jurisdiction

a. The arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of the arbitration agreement.

b. The arbitrator shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitrator that the contract is null and void shall not for that reason alone render invalid the arbitration clause.

c. A party must object to the jurisdiction of the arbitrator or to the arbitrability of a claim or counterclaim no later than the filing of the answering statement to the claim or counterclaim that gives rise to the objection. The arbitrator may rule on such objections as a preliminary matter or as part of the final award.

7. Administrative and Mediation Conferences

Before the appointment of the arbitrator, any party may request, or the AAA, in its discretion, may schedule an administrative conference with a representative of the AAA and the parties and/or their representatives. The purpose of the administrative conference is to organize and expedite the arbitration, explore its administrative aspects, establish the most efficient means of selecting an arbitrator, and to consider mediation as a dispute resolution option. There is no administrative fee for this service.

Provider Initials: /s/ WH
Group Initials: /s/ KF

At any time after the filing of the Demand, with the consent of the parties, the AAA will arrange a mediation conference under its Mediation Procedures to facilitate settlement. The mediator shall not be any arbitrator appointed to the case, except by mutual written agreement of the parties. There is no administrative fee for initiating a mediation under AAA Mediation Procedures for parties to a pending arbitration.

8. Arbitration Management Conference

As promptly as practicable after the selection of the arbitrator(s), but not later than 60 days thereafter, an arbitration management conference shall be held among the parties and/or their attorneys or other representatives and the arbitrator(s). Unless the parties agree otherwise, the Arbitration Management Conference will be conducted by telephone conference call rather than in person. At the Arbitration Management Conference the matters to be considered shall include, without limitation

i. the issues to be arbitrated;

ii. the date, time, place, and estimated duration of the hearing;

iii. the resolution of outstanding discovery issues and establishment of discovery parameters;

iv. the law, standards, rules of evidence, and burdens of proof that are to apply to the proceeding;

v. the exchange of stipulations and declarations regarding facts, exhibits, witnesses, and other issues;

vi. the names of witnesses (including expert witnesses), the scope of witness testimony, and witness exclusion;

vii. the value of bifurcating the arbitration into a liability phase and damages phase;

viii. the need for a stenographic record;

ix. whether the parties will summarize their arguments orally or in writing;

x. the form of the award;

xi. any other issues relating to the subject or conduct of the arbitration;

xii. the allocation of attorney's fees and costs;

xiii. the specification of undisclosed claims;

Provider Initials: /s/ WH
Group Initials: /s/ KF

xiv. the extent to which documentary evidence may be submitted at the hearing;

xv. the extent to which testimony may be admitted at the hearing telephonically, over the internet, by written or video-taped deposition, by affidavit, or by any other means;

xvi. any disputes over the AAA's determination regarding whether the dispute arose from an individually-negotiated employment agreement or contract, or from an employer-promulgated plan (see Costs of Arbitration section).

The arbitrator shall issue oral or written orders reflecting his or her decisions on the above matters and may conduct additional conferences when the need arises.

There is no AAA administrative fee for an Arbitration Management Conference.

9. Discovery

The arbitrator shall have the authority to order such discovery, by way of deposition, interrogatory, document production, or otherwise, as the arbitrator considers necessary to a full and fair exploration of the issues in dispute, consistent with the expedited nature of arbitration.

The AAA does not require notice of discovery related matters and communications unless a dispute arises. At that time, the parties should notify the AAA of the dispute so that it may be presented to the arbitrator for determination.

10. Fixing of Locale (the city, county, state, territory, and/or country of the arbitration)

If the parties disagree as to the locale, the AAA may initially determine the place of arbitration, subject to the power of the arbitrator(s), after their appointment to make a final determination on the locale. All such determinations shall be made having regard for the contentions of the parties and the circumstances of the arbitration.

11. Date, Time, and Place (the physical site of the hearing within the designated locale) of Hearing

The arbitrator shall set the date, time, and place for each hearing. The parties shall respond to requests for hearing dates in a timely manner, be cooperative in scheduling the earliest practicable date, and adhere to the established hearing schedule. The AAA shall send a notice of hearing to the parties at least 10 days in advance of the hearing date, unless otherwise agreed by the parties.

12. Number, Qualifications, and Appointment of Neutral Arbitrators

a. If the arbitration agreement does not specify the number of arbitrators or the parties do not agree otherwise, the dispute shall be heard and determined by one arbitrator.

b. Qualifications

Provider Initials: /s/ WH
Group Initials: /s/ KF

i. Neutral arbitrators serving under these rules shall be experienced in the field of employment law.

ii. Neutral arbitrators serving under these rules shall have no personal or financial interest in the results of the proceeding in which they are appointed and shall have no relation to the underlying dispute or to the parties or their counsel that may create an appearance of bias.

iii. The roster of available arbitrators will be established on a non-discriminatory basis, diverse by gender, ethnicity, background, and qualifications.

iv. The AAA may, upon request of a party within the time set to return their list or upon its own initiative, supplement the list of proposed arbitrators in disputes arising out of individually-negotiated employment contracts with persons from the Commercial Roster, to allow the AAA to respond to the particular need of the dispute. In multi-arbitrator disputes, at least one of the arbitrators shall be experienced in the field of employment law.

c. If the parties have not appointed an arbitrator and have not provided any method of appointment, the arbitrator shall be appointed in the following manner:

i. Shortly after it receives the Demand, the AAA shall send simultaneously to each party a letter containing an identical list of names of persons chosen from the Employment Dispute Resolution Roster. The parties are encouraged to agree to an arbitrator from the submitted list and to advise the AAA of their agreement.

ii. If the parties are unable to agree upon an arbitrator, each party to the dispute shall have 15 days from the transmittal date in which to strike names objected to, number the remaining names in order of preference, and return the list to the AAA. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable.

iii. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitrator to serve. If the parties fail to agree on any of the persons named, or if acceptable arbitrators are unable to act, or if for any other reason the appointment cannot be made from the submitted list, the AAA shall have the power to make the appointment from among other members of the panel without the submission of additional lists.

13. Party Appointed Arbitrators

a. If the agreement of the parties names an arbitrator or specifies a method of appointing an arbitrator, that designation or method shall be followed.

Provider Initials: /s/ WH
Group Initials: /s/ KF

b. Where the parties have agreed that each party is to name one arbitrator, the arbitrators so named must meet the standards of Section R-16 with respect to impartiality and independence unless the parties have specifically agreed pursuant to Section R-16(a) that the party-appointed arbitrators are to be non-neutral and need not meet those standards. The notice of appointment, with the name, address, and contact information of the arbitrator, shall be filed with the AAA by the appointing party. Upon the request of any appointing party, the AAA shall submit a list of members of the National Roster from which the party may, if it so desires, make the appointment.

c. If the agreement specifies a period of time within which an arbitrator shall be appointed and any party fails to make the appointment within that period, the AAA shall make the appointment.

d. If no period of time is specified in the agreement, the AAA shall notify the party to make the appointment. If within 15 days after such notice has been sent, an arbitrator has not been appointed by a party, the AAA shall make the appointment.

14. Appointment of Chairperson by Party-Appointed Arbitrators or Parties

a. If, pursuant to Section R-13, either the parties have directly appointed arbitrators, or the arbitrators have been appointed by the AAA, and the parties have authorized them to appoint a chairperson within a specified time and no appointment is made within that time or any agreed extension, the AAA may appoint the chairperson.

b. If no period of time is specified for appointment of the chairperson and the party-appointed arbitrators or the parties do not make the appointment within 15 days from the date of the appointment of the last party-appointed arbitrator, the AAA may appoint the chairperson.

c. If the parties have agreed that their party-appointed arbitrators shall appoint the chairperson from the National Roster, the AAA shall furnish to the party-appointed arbitrators, in the manner provided in Section R-12, a list selected from the National Roster, and the appointment of the chairperson shall be made as provided in that Section.

15. Disclosure

a. Any person appointed or to be appointed as an arbitrator shall disclose to the AAA any circumstance likely to give rise to justifiable doubt as to the arbitrator's impartiality or independence, including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or their representatives. Such obligation shall remain in effect throughout the arbitration.

b. Upon receipt of such information from the arbitrator or another source, the AAA shall communicate the information to the parties and, if it deems it appropriate to do so, to the arbitrator and others.

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c. In order to encourage disclosure by arbitrators, disclosure of information pursuant to this Section R-15 is not to be construed as an indication that the arbitrator considers that the disclosed circumstance is likely to affect impartiality or independence.

16. Disqualification of Arbitrator

a. Any arbitrator shall be impartial and independent and shall perform his or her duties with diligence and in good faith, and shall be subject to disqualification for:

i. partiality or lack of independence,

ii. inability or refusal to perform his or her duties with diligence and in good faith, and

iii. any grounds for disqualification provided by applicable law. The parties may agree in writing, however, that arbitrators directly appointed by a party pursuant to Section R-13 shall be nonneutral, in which case such arbitrators need not be impartial or independent and shall not be subject to disqualification for partiality or lack of independence.

b. Upon objection of a party to the continued service of an arbitrator, or on its own initiative, the AAA shall determine whether the arbitrator should be disqualified under the grounds set out above, and shall inform the parties of its decision, which decision shall be conclusive.

17. Communication with Arbitrator

a. No party and no one acting on behalf of any party shall communicate ex parte with an arbitrator or a candidate for arbitrator concerning the arbitration, except that a party, or someone acting on behalf of a party, may communicate ex parte with a candidate for direct appointment pursuant to Section R-13 in order to advise the candidate of the general nature of the controversy and of the anticipated proceedings and to discuss the candidate's qualifications, availability, or independence in relation to the parties or to discuss the suitability of candidates for selection as a third arbitrator where the parties or party-designated arbitrators are to participate in that selection.

b. Section R-17(a) does not apply to arbitrators directly appointed by the parties who, pursuant to Section R-16(a), the parties have agreed in writing are non-neutral. Where the parties have so agreed under Section R-16(a), the AAA shall as an administrative practice suggest to the parties that they agree further that Section R-17(a) should nonetheless apply prospectively.

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18. Vacancies

a. If for any reason an arbitrator is unable to perform the duties of the office, the AAA may, on proof satisfactory to it, declare the office vacant. Vacancies shall be filled in accordance with applicable provisions of these Rules.

b. In the event of a vacancy in a panel of neutral arbitrators after the hearings have commenced, the remaining arbitrator or arbitrators may continue with the hearing and determination of the controversy, unless the parties agree otherwise.

c. In the event of the appointment of a substitute arbitrator, the panel of arbitrators shall determine in its sole discretion whether it is necessary to repeat all or part of any prior hearings.

19. Representation

Any party may be represented by counsel or other authorized representatives. For parties without representation, the AAA will, upon request, provide reference to institutions which might offer assistance. A party who intends to be represented shall notify the other party and the AAA of the name and address of the representative at least 10 days prior to the date set for the hearing or conference at which that person is first to appear. If a representative files a Demand or an Answer, the obligation to give notice of representative status is deemed satisfied.

20. Stenographic Record

Any party desiring a stenographic record shall make arrangements directly with a stenographer and shall notify the other parties of these arrangements at least three days in advance of the hearing. The requesting party or parties shall pay the cost of the record. If the transcript is agreed by the parties, or determined by the arbitrator to be the official record of the proceeding, it must be provided to the arbitrator and made available to the other parties for inspection, at a date, time, and place determined by the arbitrator.

21. Interpreters

Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of the service.

22. Attendance at Hearings

The arbitrator shall have the authority to exclude witnesses, other than a party, from the hearing during the testimony of any other witness. The arbitrator also shall have the authority to decide whether any person who is not a witness may attend the hearing.

23. Confidentiality

The arbitrator shall maintain the confidentiality of the arbitration and shall have the authority to make appropriate rulings to safeguard that confidentiality, unless the parties agree otherwise or the law provides to the contrary.

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24. Postponements

The arbitrator: (1) may postpone any hearing upon the request of a party for good cause shown; (2) must postpone any hearing upon the mutual agreement of the parties; and (3) may postpone any hearing on his or her own initiative.

25. Oaths

Before proceeding with the first hearing, each arbitrator shall take an oath of office. The oath shall be provided to the parties prior to the first hearing. The arbitrator may require witnesses to testify under oath administered by any duly qualified person and, if it is required by law or requested by any party, shall do so.

26. Majority Decision

All decisions and awards of the arbitrators must be by a majority, unless the unanimous decision of all arbitrators is expressly required by the arbitration agreement or by law.

27. Dispositive Motions

The arbitrator may allow the filing of a dispositive motion if the arbitrator determines that the moving party has shown substantial cause that the motion is likely to succeed and dispose of or narrow the issues in the case.

28. Order of Proceedings

A hearing may be opened by: (1) recording the date, time, and place of the hearing; (2) recording the presence of the arbitrator, the parties, and their representatives, if any; and (3) receiving into the record the Demand and the Answer, if any. The arbitrator may, at the beginning of the hearing, ask for statements clarifying the issues involved.

The parties shall bear the same burdens of proof and burdens of producing evidence as would apply if their claims and counterclaims had been brought in court.

Witnesses for each party shall submit to direct and cross examination.

With the exception of the rules regarding the allocation of the burdens of proof and going forward with the evidence, the arbitrator has the authority to set the rules for the conduct of the proceedings and shall exercise that authority to afford a full and equal opportunity to all parties to present any evidence that the arbitrator deems material and relevant to the resolution of the dispute. When deemed appropriate, the arbitrator may also allow for the presentation of evidence by alternative means including web conferencing, internet communication, telephonic conferences and means other than an in-person presentation of evidence. Such alternative means must still afford a full and equal opportunity to all parties to present any evidence that the arbitrator deems material and relevant to the resolution of the dispute and when involving witnesses, provide that such witness submit to direct and cross-examination.

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The arbitrator, in exercising his or her discretion, shall conduct the proceedings with a view toward expediting the resolution of the dispute, may direct the order of proof, bifurcate proceedings, and direct the parties to focus their presentations on issues the decision of which could dispose of all or part of the case.

Documentary and other forms of physical evidence, when offered by either party, may be received in evidence by the arbitrator.

The names and addresses of all witnesses and a description of the exhibits in the order received shall be made a part of the record.

29. Arbitration in the Absence of a Party or Representative

Unless the law provides to the contrary, the arbitration may proceed in the absence of any party or representative who, after due notice, fails to be present or fails to obtain a postponement. An award shall not be based solely on the default of a party. The arbitrator shall require the party who is in attendance to present such evidence as the arbitrator may require for the making of the award.

30. Evidence

The parties may offer such evidence as is relevant and material to the dispute and shall produce such evidence as the arbitrator deems necessary to an understanding and determination of the dispute. All evidence shall be taken in the presence of all of the arbitrators and all of the parties, except where any party or arbitrator is absent, in default, or has waived the right to be present, however "presence" should not be construed to mandate that the parties and arbitrators must be physically present in the same location.

An arbitrator or other person authorized by law to subpoena witnesses or documents may do so upon the request of any party or independently. The arbitrator shall be the judge of the relevance and materiality of the evidence offered, and conformity to legal rules of evidence shall not be necessary. The arbitrator may in his or her discretion direct the order of proof, bifurcate proceedings, exclude cumulative or irrelevant testimony or other evidence, and direct the parties to focus their presentations on issues the decision of which could dispose of all or part of the case. All evidence shall be taken in the presence of all of the arbitrators and all of the parties, except where any party is absent, in default, or has waived the right to be present.

If the parties agree or the arbitrator directs that documents or other evidence may be submitted to the arbitrator after the hearing, the documents or other evidence shall be filed with the AAA for transmission to the arbitrator, unless the parties agree to a different method of distribution. All parties shall be afforded an opportunity to examine such documents or other evidence and to lodge appropriate objections, if any.

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31. Inspection

Upon the request of a party, the arbitrator may make an inspection in connection with the arbitration. The arbitrator shall set the date and time, and the AAA shall notify the parties. In the event that one or all parties are not present during the inspection, the arbitrator shall make an oral or written report to the parties and afford them an opportunity to comment.

32. Interim Measures

At the request of any party, the arbitrator may grant any remedy or relief that would have been available to the parties had the matter been heard in court, as stated in Rule 39(d), Award.

A request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

33. Closing of Hearing

The arbitrator shall specifically inquire of all parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies or if satisfied that the record is complete, the arbitrator shall declare the hearing closed.

If briefs are to be filed, the hearing shall be declared closed as of the final date set by the arbitrator for the receipt of briefs. If documents are to be filed as provided in Rule 30 and the date set for their receipt is later than that set for the receipt of briefs, the later date shall be the date of closing the hearing. The time limit within which the arbitrator is required to make the award shall commence to run, in the absence of other agreements by the parties, upon closing of the hearing.

34. Reopening of Hearing

The hearing may be reopened by the arbitrator upon the arbitrator's initiative, or upon application of a party for good cause shown, at any time before the award is made. If reopening the hearing would prevent the making of the award within the specific time agreed on by the parties in the contract(s) out of which the controversy has arisen, the matter may not be reopened unless the parties agree on an extension of time. When no specific date is fixed in the contract, the arbitrator may reopen the hearing and shall have 30 days from the closing of the reopened hearing within which to make an award.

35. Waiver of Oral Hearing

The parties may provide, by written agreement, for the waiver of oral hearings. If the parties are unable to agree as to the procedure, upon the appointment of the arbitrator, the arbitrator shall specify a fair and equitable procedure.

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36. Waiver of Objection/Lack of Compliance with These Rules

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these rules has not been complied with, and who fails to state objections thereto in writing or in a transcribed record, shall be deemed to have waived the right to object.

37. Extensions of Time

The parties may modify any period of time by mutual agreement. The AAA or the arbitrator may for good cause extend any period of time established by these Rules, except the time for making the award. The AAA shall notify the parties of any extension.

38. Serving of Notice

a. Any papers, notices, or process necessary or proper for the initiation or continuation of an arbitration under these rules, for any court action in connection therewith, or for the entry of judgment on any award made under these rules may be served on a party by mail addressed to the party, or its representative at the last known address or by personal service, in or outside the state where the arbitration is to be held, provided that reasonable opportunity to be heard with regard to the dispute is or has been granted to the party.

b. The AAA, the arbitrator, and the parties may also use overnight delivery or electronic facsimile transmission (fax), to give the notices required by these rules. Where all parties and the arbitrator agree, notices may be transmitted by electronic mail (e-mail), or other methods of communication.

c. Unless otherwise instructed by the AAA or by the arbitrator, any documents submitted by any party to the AAA or to the arbitrator shall simultaneously be provided to the other party or parties to the arbitration.

39. The Award

a. The award shall be made promptly by the arbitrator and, unless otherwise agreed by the parties or specified by law, no later than 30 days from the date of closing of the hearing or, if oral hearings have been waived, from the date of the AAA's transmittal of the final statements and proofs to the arbitrator. Three additional days are provided if briefs are to be filed or other documents are to be transmitted pursuant to Rule 30.

b. An award issued under these rules shall be publicly available, on a cost basis. The names of the parties and witnesses will not be publicly available, unless a party expressly agrees to have its name made public in the award.

c. The award shall be in writing and shall be signed by a majority of the arbitrators and shall provide the written reasons for the award unless the parties agree otherwise. It shall be executed in the manner required by law.

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d. The arbitrator may grant any remedy or relief that would have been available to the parties had the matter been heard in court including awards of attorney's fees and costs, in accordance with applicable law. The arbitrator shall, in the award, assess arbitration fees, expenses, and compensation as provided in Rules 43, 44, and 45 in favor of any party and, in the event any administrative fees or expenses are due the AAA, in favor of the AAA, subject to the provisions contained in the Costs of Arbitration section.

e. If the parties settle their dispute during the course of the arbitration and mutually request, the arbitrator may set forth the terms of the settlement in a consent award.

f. The parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail, addressed to a party or its representative at the last known address, personal service of the award, or the filing of the award in any manner that may be required by law.

g. The arbitrator's award shall be final and binding.

40. Modification of Award

Within 20 days after the transmittal of an award, any party, upon notice to the other parties, may request the arbitrator to correct any clerical, typographical, technical, or computational errors in the award. The arbitrator is not empowered to redetermine the merits of any claim already decided. The other parties shall be given 10 days to respond to the request. The arbitrator shall dispose of the request within 20 days after transmittal by the AAA to the arbitrator of the request and any response thereto. If applicable law requires a different procedural time frame, that procedure shall be followed.

41. Release of Documents for Judicial Proceedings

The AAA shall, upon the written request of a party, furnish to the party, at that party's expense, certified copies of any papers in the AAA's case file that may be required in judicial proceedings relating to the arbitration.

42. Applications to Court

a. No judicial proceeding by a party relating to the subject matter of the arbitration shall be deemed a waiver of the party's right to arbitrate.

b. Neither the AAA nor any arbitrator in a proceeding under these rules is or shall be considered a necessary or proper party in judicial proceedings relating to the arbitration.

c. Parties to these procedures shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction.

d. Parties to an arbitration under these rules shall be deemed to have consented that neither the AAA nor any arbitrator shall be liable to any party in any action for damages or injunctive relief for any act or omission in connection with any arbitration under these rules.

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43. Administrative Fees

As a not-for-profit organization, the AAA shall prescribe filing and other administrative fees to compensate it for the cost of providing administrative services. The AAA administrative fee schedule in effect at the time the demand for arbitration or submission agreement is received shall be applicable.

AAA fees shall be paid in accordance with the Costs of Arbitration Section (see pages 45-53).

The AAA may, in the event of extreme hardship on any party, defer or reduce the administrative fees. (To ensure that you have the most current information, see our website at www.adr.org).

44. Neutral Arbitrator's Compensation

Arbitrators shall charge a rate consistent with the arbitrator's stated rate of compensation. If there is disagreement concerning the terms of compensation, an appropriate rate shall be established with the arbitrator by the AAA and confirmed to the parties.

Any arrangement for the compensation of a neutral arbitrator shall be made through the AAA and not directly between the parties and the arbitrator. Payment of the arbitrator's fees and expenses shall be made by the AAA from the fees and moneys collected by the AAA for this purpose.

Arbitrator compensation shall be borne in accordance with the Costs of Arbitration section.

45. Expenses

Unless otherwise agreed by the parties or as provided under applicable law, the expenses of witnesses for either side shall be borne by the party producing such witnesses.

All expenses of the arbitrator, including required travel and other expenses, and any AAA expenses, as well as the costs relating to proof and witnesses produced at the direction of the arbitrator shall be borne in accordance with the Costs of Arbitration section.

46. Deposits

The AAA may require deposits in advance of any hearings such sums of money as it deems necessary to cover the expenses of the arbitration, including the arbitrator's fee, if any, and shall render an accounting and return any unexpended balance at the conclusion of the case.

47. Suspension for Non-Payment

If arbitrator compensation or administrative charges have not been paid in full, the AAA may so inform the parties in order that one of them may advance the required payment. If such payments are not made, the arbitrator may order the suspension or termination of the proceedings. If no arbitrator has yet been appointed, the AAA may suspend or terminate the proceedings.

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48. Interpretation and Application of Rules

The arbitrator shall interpret and apply these rules as they relate to the arbitrator's powers and duties. When there is more than one arbitrator and a difference arises among them concerning the meaning or application of these Rules, it shall be resolved by a majority vote. If that is not possible, either an arbitrator or a party may refer the question to the AAA for final decision. All other procedures shall be interpreted and applied by the AAA.

Costs of Arbitration (including AAA Administrative Fees)

This Costs of Arbitration section contains two separate and distinct sections. Initially, the AAA shall make an administrative determination as to whether the dispute arises from an employer-promulgated plan or an individually-negotiated employment agreement or contract.

If a party disagrees with the AAA's determination, the parties may bring the issue to the attention of the arbitrator for a final determination. The arbitrator's determination will be made on documents only, unless the arbitrator deems a hearing is necessary.

For Disputes Arising Out of Employer-Promulgated Plans*:

Arbitrator compensation is not included as part of the administrative fees charged by the AAA. Arbitrator compensation is based on the most recent biography sent to the parties prior to appointment. The employer shall pay the arbitrator's compensation unless the employee, post dispute, voluntarily elects to pay a portion of the arbitrator's compensation. Arbitrator compensation, expenses as defined in section (iv) below, and administrative fees are not subject to reallocation by the arbitrator(s) except upon the arbitrator's determination that a claim or counterclaim was filed for purposes of harassment or is patently frivolous.

*Pursuant to Section 1284.3 of the California Code of Civil Procedure, consumers with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. This law applies to all consumer agreements subject to the California Arbitration Act, and to all consumer arbitrations conducted in California. Only those disputes arising out of employer promulgated plans are included in the consumer definition. If you believe that you meet these requirements, you must submit to the AAA a declaration under oath regarding your monthly income and the number of persons in your household. Please contact the AAA's Western Case Management Center at 877.528.0880 if you have any questions regarding the waiver of administrative fees. (Effective January 1, 2003.)

(i) Filing Fees

In cases before a single arbitrator, a nonrefundable filing fee capped in the amount of $150, is payable in full by the employee when a claim is filed, unless the plan provides that the employee pay less. A nonrefundable fee in the amount of $900 is payable in full by the employer, unless the plan provides that the employer pay more.

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In cases before three or more arbitrators, a nonrefundable filing fee capped in the amount of $150, is payable in full by the employee when a claim is filed, unless the plan provides that the employee pay less. A nonrefundable fee in the amount of $1,775 is payable in full by the employer, unless the plan provides that the employer pay more.

There shall be no filing fee charged for a counterclaim.

(ii) Hearing Fees

For each day of hearing held before a single arbitrator, an administrative fee of $300 is payable by the employer.

For each day of hearing held before a multi-arbitrator panel, an administrative fee of $500 is payable by the employer.

There is no AAA hearing fee for the initial Arbitration Management Conference.

(iii) Postponement/Cancellation Fees

A fee of $150 is payable by a party causing a postponement of any hearing scheduled before a single arbitrator.

A fee of $250 is payable by a party causing a postponement of any hearing scheduled before a multi-arbitrator panel.

(iv) Hearing Room Rental

The hearing fees described above do not cover the rental of hearing rooms. The AAA maintains hearing rooms in most offices for the convenience of the parties. Check with the administrator for availability and rates. Hearing room rental fees will be borne by the employer.

(v) Abeyance Fee

Parties on cases held in abeyance for one year will be assessed an annual abeyance fee of $300. If a party refuses to pay the assessed fee, the other party or parties may pay the entire fee on behalf of all parties, otherwise the matter will be administratively closed.

(vi) Expenses

All expenses of the arbitrator, including required travel and other expenses, and any AAA expenses, as well as the costs relating to proof and witnesses produced at the direction of the arbitrator, shall be borne by the employer.

For Disputes Arising Out of Individually-Negotiated Employment Agreements and Contracts:

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The AAA's Commercial Fee Schedule, below, will apply to disputes arising out of individually-negotiable employment agreements and contracts, even if such agreements and contracts reference or incorporate an employer-promulgated plan.

The administrative fees of the AAA are based on the amount of the claim or counterclaim. Arbitrator compensation is not included as part of the administrative fees charged by the AAA. Arbitrator compensation is based on the most recent biography sent to the parties prior to appointment. Unless the parties agree otherwise, arbitrator compensation, and expenses as defined in section (v) below, shall be borne equally by the parties and are subject to reallocation by the arbitrator in the award.

(i) Filing Fees and Case Service Fees

An initial filing fee is payable in full by the filing party when a claim, counterclaim, or additional claim is filed. A case service fee will be incurred for all cases that proceed to their first hearing. This fee will be payable in advance at the time that the first hearing is scheduled. This fee will be refunded at the conclusion of the case if no hearings have occurred. However, if the Association is not notified at least 24 hours before the time of the scheduled hearing, the case service fee will remain due and will not be refunded.

These fees will be billed in accordance with the following schedule:

Amount of Claim	Initial Filing Fee	Case Service Fee
Above $0 to $10,000	$ 750	$ 200
Above $10,000 to $75,000	$ 950	$ 300
Above $75,000 to $150,000	$ 1,800	$ 750
Above $150,000 to $300,000	$ 2,750	$ 1,250
Above $300,000 to $500,000	$ 4,250	$ 1,750
Above $500,000 to $1,000,000	$ 6,000	$ 2,500
Above $1,000,000 to $5,000,000	$ 8,000	$ 3,250
Above $5,000,000 to $10,000,000	$ 10,000	$ 4,000
Above $10,000,000	*	*
Nonmonetary Claims**	$ 3,250	$ 1,250

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*** This fee is applicable only when a claim or counterclaim is not for a monetary amount. Where a monetary claim amount is not known, parties will be required to state a range of claims or be subject to the highest possible filing fee.Fee Schedule for Claims in Excess of $10 MillionThe following is the fee schedule for use in disputes involving claims in excess of $10 million. If you have any questions, please consult your local AAA office or case management center.*

Fee Schedule for Claims in Excess of $10 Million

The following is the fee schedule for use in disputes involving claims in excess of $10 million. If you have any questions, please consult your local AAA office or case management center.

Claim Size	Fee	Case Service Fee
$10 million and above	Base fee of $ 12,500 plus .01% of the amount of claim above $ 10 million. Filing fees capped at $65,000	$ 6,000

Fees are subject to increase if the amount of a claim or counterclaim is modified after the initial filing date. Fees are subject to decrease if the amount of a claim or counterclaim is modified before the first hearing.

The minimum fees for any case having three or more arbitrators are $2,750 for the filing fee, plus a $1,250 case service fee.

(ii) Refund Schedule

The AAA offers a refund schedule on filing fees. For cases with claims up to $75,000, a minimum filing fee of $300 will not be refunded. For all cases, a minimum fee of $500 will not be refunded. Subject to the minimum fee requirements, refunds will be calculated as follows:

»100% of the filing fee, above the minimum fee, will be refunded if the case is settled or withdrawn within five calendar days of filing.

»50% of the filing fee, in any case with filing fees in excess of $500, will be refunded if the case is settled or withdrawn between six and 30 calendar days of filing. Where the filing fee is $500, the refund will be $200.

»25% of the filing fee will be refunded if the case is settled or withdrawn between 31 and 60 calendar days of filing.

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No refund will be made once an arbitrator has been appointed (this includes one arbitrator on a three-arbitrator panel). No refunds will be granted on awarded cases.

Note: The date of receipt of the demand for arbitration with the AAA will be used to calculate refunds of filing fees for both claims and counterclaims.

(iii) Hearing Room Rental

The fees described above do not cover the rental of hearing rooms. The AAA maintains hearing rooms in most offices for the convenience of the parties. Check with the AAA for availability and rates.

(iv) Abeyance Fee

Parties on cases held in abeyance for one year will be assessed an annual abeyance fee of $300. If a party refuses to pay the assessed fee, the other party or parties may pay the entire fee on behalf of all parties, otherwise the matter will be administratively closed.

(v) Expenses

All expenses of the arbitrator, including required travel and other expenses, and any AAA expenses, as well as the costs relating to proof and witnesses produced at the direction of the arbitrator, shall be borne equally by the parties.

For Disputes Proceeding Under the Supplementary Rules for Class Action Arbitration ("Supplementary Rules"):

The AAA's Administered Fee Schedule, as listed in Section 11 of the Supplementary Rules for Class Action Arbitration, shall apply to disputes proceeding under the Supplementary Rules.

Optional Rules for Emergency Measures of Protection

O-1. Applicability

Where parties by special agreement or in their arbitration clause have adopted these rules for emergency measures of protection, a party in need of emergency relief prior to the constitution of the panel shall notify the AAA and all other parties in writing of the nature of the relief sought and the reasons why such relief is required on an emergency basis. The application shall also set forth the reasons why the party is entitled to such relief. Such notice may be given by facsimile transmission, or other reliable means, but must include a statement certifying that all other parties have been notified or an explanation of the steps taken in good faith to notify other parties.

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O-2. Appointment of Emergency Arbitrator

Within one business day of receipt of notice as provided in Section O-1, the AAA shall appoint a single emergency arbitrator from a special AAA panel of emergency arbitrators designated to rule on emergency applications. The emergency arbitrator shall immediately disclose any circumstance likely, on the basis of the facts disclosed in the application, to affect such arbitrator's impartiality or independence. Any challenge to the appointment of the emergency arbitrator must be made within one business day of the communication by the AAA to the parties of the appointment of the emergency arbitrator and the circumstances disclosed.

O-3. Schedule

The emergency arbitrator shall as soon as possible, but in any event within two business days of appointment, establish a schedule for consideration of the application for emergency relief. Such schedule shall provide a reasonable opportunity to all parties to be heard, but may provide for proceeding by telephone conference or on written submissions as alternatives to a formal hearing.

O-4. Interim Award If after consideration the emergency arbitrator is satisfied that the party seeking the emergency relief has shown that immediate and irreparable loss or damage will result in the absence of emergency relief, and that such party is entitled to such relief, the emergency arbitrator may enter an interim award granting the relief and stating the reasons therefore.

O-5. Constitution of the Panel

Any application to modify an interim award of emergency relief must be based on changed circumstances and may be made to the emergency arbitrator until the panel is constituted; thereafter such a request shall be addressed to the panel. The emergency arbitrator shall have no further power to act after the panel is constituted unless the parties agree that the emergency arbitrator is named as a member of the panel.

O-6. Security

Any interim award of emergency relief may be conditioned on provision by the party seeking such relief of appropriate security.

O-7. Special Master

A request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. If the AAA is directed by a judicial authority to nominate a special master to consider and report on an application for emergency relief, the AAA shall proceed as provided in Section O-1 of this article and the references to the emergency arbitrator shall be read to mean the special master, except that the special master shall issue a report rather than an interim award.

O-8. Costs

The costs associated with applications for emergency relief shall be apportioned in the same manner as set forth in the Costs of Arbitration section.

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Employment Mediation Procedures

1. Agreement of Parties

Whenever, by provision in an employment dispute resolution program, or by separate submission, the parties have provided for mediation or conciliation of existing or future disputes under the auspices of the American Arbitration Association (hereinafter "AAA") or under these procedures, they shall be deemed to have made these procedures, as amended and in effect as of the date of the submission of the dispute, a part of their agreement.

2. Initiation of Mediation

Any party to an employment dispute may initiate mediation by filing with the AAA a submission to mediation or a written request for mediation pursuant to these procedures, together with the applicable administrative fee.

3. Request for Mediation

A request for mediation shall contain a brief statement of the nature of the dispute and the names, addresses, and telephone numbers of all parties to the dispute and those who will represent them, if any, in the mediation. The initiating party shall simultaneously file two copies of the request with the AAA and one copy with every other party to the dispute.

4. Appointment of Mediator

Upon receipt of a request for mediation, the AAA shall send simultaneously to each party to the dispute an identical list of five (unless the AAA decides that a different number is appropriate) names of qualified mediators. The parties are encouraged to agree to a mediator from the submitted list and to advise the AAA of their agreement. If the parties are unable to agree upon a mediator, each party to the dispute shall have 15 days from the transmittal date in which to strike names objected to, number the remaining names in order of preference, and return the list to the AAA. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of a mediator to serve. If the parties fail to agree on any of the persons named, or if acceptable mediators are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the AAA shall have the power to appoint a qualified mediator to serve.

If the agreement of the parties names a mediator or specifies a method of appointing a mediator, that designation or method shall be followed.

Provider Initials: /s/ WH
Group Initials: /s/ KF

5. Qualifications of Mediator

No person shall serve as a mediator in any dispute in which that person has any financial or personal interest in the result of the mediation, except by the written consent of all parties. Prior to accepting an appointment, the prospective mediator shall disclose any circumstance likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the AAA shall either replace the mediator or immediately communicate the information to the parties for their comments. In the event that the parties disagree as to whether the mediator shall serve, the AAA will appoint another mediator. The AAA is authorized to appoint another mediator if the appointed mediator is unable to serve promptly.

6. Vacancies

If any mediator shall become unwilling or unable to serve, the AAA will appoint another mediator, unless the parties agree otherwise.

7. Representation

Any party may be represented by a person of the party's choice. The names and addresses of such persons shall be communicated in writing to all parties and to the AAA.

8. Date, Time, and Place of Mediation

The mediator shall fix the date, time, and place of each mediation session. The mediation shall be held at the appropriate regional office of the AAA, or at any other convenient location agreeable to the mediator and the parties, as the mediator shall determine.

9. Identification of Matters in Dispute

At least 10 days prior to the first scheduled mediation session, each party shall provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, such memoranda may be mutually exchanged by the parties.

At the first session, the parties will be expected to produce all information reasonably required for the mediator to understand the issues presented. The mediator may require any party to supplement such information.

10. Authority of Mediator

The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the parties agree and assume the expenses of obtaining such advice.

Arrangements for obtaining such advice shall be made by the mediator or the parties, as the mediator shall determine.

Provider Initials: /s/ WH
Group Initials: /s/ KF

The mediator is authorized to end the mediation whenever, in the judgment of the mediator, further efforts at mediation would not contribute to a resolution of the dispute between the parties.

11. Privacy

Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator.

12. Confidentiality

Confidential information disclosed to a mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by a mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.

The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding:

a. views expressed or suggestions made by another party with respect to a possible settlement of the dispute;

b. admissions made by another party in the course of the mediation proceedings;

c. proposals made or views expressed by the mediator; or

d. the fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

13. No Stenographic Record

There shall be no stenographic record of the mediation process.

14. Termination of Mediation

The mediation shall be terminated:

a. by the execution of a settlement agreement by the parties;

b. by a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or

c. by a written declaration of a party or parties to the effect that the mediation proceedings are terminated.

Provider Initials: /s/ WH
Group Initials: /s/ KF

15. Exclusion of Liability

Neither the AAA nor any mediator is a necessary party in judicial proceedings relating to the mediation.

Neither the AAA nor any mediator shall be liable to any party for any act or omission in connection with any mediation conducted under these procedures.

16. Interpretation and Application of Procedures

The mediator shall interpret and apply these procedures insofar as they relate to the mediator's duties and responsibilities. All other procedures shall be interpreted and applied by the AAA.

17. Expenses

The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator and representatives of the AAA, and the expenses of any witness and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties unless they agree otherwise.

Mediation Fee Schedule

The nonrefundable case set-up fee is $325 per party. In addition, the parties are responsible for compensating the mediator at his or her published rate, for conference and study time (hourly or per diem).

All expenses are generally borne equally by the parties. The parties may adjust this arrangement by agreement.

Before the commencement of the mediation, the AAA shall estimate anticipated total expenses. Each party shall pay its portion of that amount as per the agreed upon arrangement. When the mediation has terminated, the AAA shall render an accounting and return any unexpendable balance to the parties.

Provider Initials: /s/ WH
Group Initials: /s/ KF

Exhibit 10.16

A Medical Corporation

HOSPITALIST PARTICIPATION SERVICE AGREEMENT

This HOSPITALIST PARTICIPATION SERVICE AGREEMENT ("Agreement") is made and entered into this March 28, 2014 by and between ApolloMed Hospitalists, A Medical Corporation (Group), a California professional corporation located at P.O. Box 4555, Glendale, CA 91222, and Adrian C. Vazquez, M.D., a physician (Provider), having its principal place of business at 700 N. Brand Blvd. Suite 220, Glendale, CA 91203.

RECITALS

WHEREAS, Group intends to enter into agreements with, but not limited to, Independent Physician Associations (IPA's), private community physicians (Physicians) and contracted hospitals (Hospital(s)) for the provision of inpatient medical services to persons enrolled as Enrollees (Enrollees) of IPA's or patients assigned to group as attending physician or consultant by Physician(s) or Hospital(s).

WHEREAS, Group and Provider desire to enter into a contract whereby Provider agrees to provide Covered Inpatient Intensive Medicine Services on behalf of Group to Enrollees of IPA's or patients assigned to group as a locum tenens attending physician or consultant by, but not limited to, Hospital(s) and Physician(s) which contract with Group.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

RETENTION OF PROVIDER

1. Provider shall, at all times, be deemed an, employee. It is the express intention of the parties that Provider is an employee of Group. Both parties acknowledge that Provider is an employee for any and all purposes, including state and federal tax withholdings and that: (1) Provider will not incur business expenses that are not reimbursed by the Group except as otherwise expressly stated in this Agreement, (3) Provider will exercise independent discretion in and control the performance of services that Provider renders pursuant to this Agreement, and (4) Group may supply Provider with the tools and instrumentalities used in the performance of such services at Group's discretion. This Agreement is primarily to achieve the result of the service Provider will render, not the means by which the service will be accomplished.

2. Provider will devote high professional standards and very good effort and attention to the performance of services pursuant to this Agreement. Provider will use good judgment, adhere to high ethical standards, and avoid situations that create an actual or perceived conflict between Provider's interests and the interests of Group. While providing services to Group, Provider will respect Group's procedures and policies so as not to create unsafe situations, hinder Group's patient, employee or vendor relations, expose Group to undue risks or losses or cause dissension among the Group's employees.

3. Provider agrees to indemnify Group and all of its officers, directors, employees, shareholders, and agents and hold them all harmless for any injuries, damages, or losses (including reasonable attorney's fees and legal costs) to Provider or to Provider's agents or employees arising from or relating to this Agreement. Provider further agrees to indemnify Group, and all of its officers, directors, employees, shareholders and agents, free and hold them all harmless from and against any and all claims, demands, damages or liabilities (including reasonable attorney's fees and legal costs) of Group arising from or relating to the performance by Provider and Provider's agents and employees of Provider's obligations and duties pursuant to this Agreement.

ARTICLE I
SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to be available to provide and/or arrange coverage for Covered Inpatient Intensive Medicine Services to Enrollees of IPA's, or patients assigned to group as attending physician by Hospital(s) or Physician(s) on an as-needed basis. Said Covered Inpatient Intensive Medicine Services as referenced in Exhibit "A" shall be provided to Enrollees of each and every IPA which has (1) contracted with the Group and (2) has accepted Group to provide Covered Inpatient Intensive Medicine Services to its Enrollees and to patients assigned to Group as attending physician by Hospital(s) or Physician(s). Provider agrees to provide said Covered Inpatient Intensive Medicine Services at Group's Participating Hospitals as referenced in Exhibit "B". IPA's contracted with Group are listed in Exhibit "C."

Provider Initials: /s/ AV
Group Initials: /s/ KF

ARTICLE II
REPRESENTATIONS

GROUP hereby warrants and represents that it is a California medical professional corporation that is in good standing with the California Secretary of State.

PROVIDER hereby warrants and represents that he or she is duly licensed to practice medicine in the State of California and is in good standing with the Medical Board of California. Provider further warrants and represents that he or she is currently either Board Certified or Board Eligible, and that for the duration of this Agreement shall remain in good standing with the Medical Board of California and with the medical staff of the Primary Hospital(s) with privileges in Inpatient Intensive Medicine.

ARTICLE III
COMPENSATION

1. Base Salary. Group shall compensate Provider for Covered Inpatient Intensive Medicine Services as referenced in Exhibit A at an annualized rate of One Hundred Ninety-Five Thousand Dollars ($195,000.00)per year, payable in bimonthly installments and prorated on a daily basis for any portion of a month in which the terms of this Agreement do not apply or have been suspended by agreement of the Parties or terminated pursuant to the termination provisions of this Agreement

2. Expenses. Provider shall be entitled to receive prompt reimbursement for all reasonable business expenses incurred by Provider in performing services hereunder during the Term, in accordance with the policies and procedures then in effect and established by the Group.

3. Automobile and Communication Allowance. Provider will be provided with a car and communications allowance of Fifty-Five Thousand Dollars ($55,000.00) per year for the purpose of covering the following expenses related to carrying out and performing duties related to employment with Group: (a) automobile expenses including (1) automobile lease (2) gasoline and (3) automobile repairs and maintenance (4) automobile insurance, (b) communication expenses including (1) cellular phone and accessories and (2) cellular phone fees (3) lab top computer and/or tablet computer (4) wireless internet data fees. Said amount shall be payable in bimonthly installments and treated as ordinary income and prorated on a daily basis for any portion of a month in which the terms of this Agreement do not apply or have been suspended by agreement of the Parties or terminated pursuant to the termination provisions of this Agreement.

Provider Initials: /s/ AV
Group Initials: /s/ KF

4. Incentive Compensation. Provider shall be entitled to participate in any Employer incentive compensation plans as are now available to other similarly positioned employees or Providers of the Employer (Group). The Employee's (Provider's) entitlement to a bonus under any such plan is governed by the terms of that plan.

5. [intentionally deleted].

6. Paid Time Off. During the term, the Employee shall be entitled to 20 days of paid time off ("PTO") per calendar year which shall be accrued ratably during the calendar year, to be taken at such times as shall be agreed to by the Employer and the Employee in their reasonable discretion. Accrued and unused PTO up to the entitled 20 days which the Employee has failed to take during the calendar year shall be paid as ordinary income at the end of the calendar year.

7. Additional Wages. As Provider is an employee of Group, it is understood that Provider may at times be required to perform additional services, due to but not limited to acquisition of new contracts or modifications of existing contracts, which may not be part of or in excess of those services agreed upon in current Agreement; changes to current Agreement describing said changes in Groups current contracts and method of compensation to Provider for additional services provided may be amended or modified only by a written document signed by both parties hereto.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Provider Initials: /s/ AV
Group Initials: /s/ KF

ARTICLE IV
OBLIGATIONS OF GROUP

1. Group will secure throughout the entire term of this Agreement a policy of professional malpractice liability insurance on behalf of Provider with an insurance company admitted and licensed in the State of California. The minimum coverage amount must be One Million Dollars ($1,000,000) per claim and Three Million Dollars ($3,000,000) in the annual aggregate. Group shall supply evidence of current insurance upon the Provider's demand at any time. Should Provider elect to obtain such coverage through an insurance other than that arranged by the Group, Group will remit the costs of the premiums on a monthly basis to the Provider as invoiced to Group by the Provider.

2. Group also agrees to maintain or purchase a tail policy for a period of not less than five (5) years following the effective termination date of the foregoing policy. Said tail policy shall have the same policy limits as the primary professional liability policy. Should Provider elect to obtain such coverage through an insurance other than that arranged by the Group, Group shall fully reimburse Provider for the cost of said tail policy.

3. Group will secure throughout the entire term of this Agreement a policy of health insurance on behalf of Provider with an insurance company admitted and licensed in the State of California. Said insurance policy shall provide coverage for Provider and all his dependents at no additional cost to Provider. Group shall supply evidence of current insurance upon the Provider's demand at any time. Should Provider elect to obtain such coverage through an insurance other than that arranged by the Group, Group will remit the costs of the premiums on a monthly basis to the Provider as invoiced to Group by the Provider.

4. Group will secure throughout the entire term of this Agreement a policy of disability insurance and on behalf of Provider with an insurance company admitted and licensed in the State of California. The minimum coverage shall be in the amount equal to Provider's current salary. Group shall supply evidence of current insurance upon the Provider's demand at any time. Should Provider elect to obtain such coverage through an insurance other than that arranged by the Group, Group will remit the costs of the premiums on a monthly basis to the Provider as invoiced to Group by the Provider.

Provider Initials: /s/ AV
Group Initials: /s/ KF

5. Group will secure throughout the entire term of this Agreement a policy of term life insurance on behalf of Provider with an insurance company admitted and licensed in the State of California. The minimum coverage shall be in the amount of one million dollars ($1,000,000). Group shall supply evidence of current insurance upon the Provider's demand at any time. Should Provider elect to obtain such coverage through an insurance other than that arranged by the Group, Group will remit the costs of the premiums on a monthly basis to the Provider as invoiced to Group by the Provider.

ARTICLE V
OBLIGATIONS OF PROVIDER

1. During the entire term of this Agreement, Provider shall remain in good standing of the medical staff of the Primary Hospital(s) as referenced in Exhibit "B" with privileges in Inpatient Intensive Medicine. Loss of such medical staff membership or loss, impairment, suspension or reduction in privileges shall result in immediate termination of this Agreement.

2. Provider shall advise Group of each malpractice claim filed against Provider and each settlement or judgment of malpractice within fifteen (15) days following said filing, settlement, or judgment. Provider represents and warrants that no claims of malpractice have been made against Provider except as previously indicated in writing to the Group.

3. Provider has agreed to provide Covered Inpatient Intensive Medical Services as referenced in Exhibit "A," Exhibit "B," and Exhibit "C."

4. Provider shall maintain active licenses and DEA numbers in the State of California. Group shall pay all associated licensing fees and expenses. Provider may also maintain active or inactive licenses in other states at Provider's sole expense.

5. Provider shall cooperate with independent quality review and improvement organization activities pertaining to provision of services. Provider shall comply with M+CO medical policies, quality assurance programs and medical management programs. Provider shall fully cooperate with and adhere to Medicare's appeals, expedited appeals and expedited review procedures for M+CO Members, including gathering and forwarding information on appeals to M+CO as necessary.

6. Provider shall abide by all standards specified by the Healthcare Facilities Accreditation Program (the "HFAP") or the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO") (whichever is applicable), or any comparable deemed status organization in the current accreditation manual for hospitals and all regulations set forth in Title 22, Division 5 of the California Code of Regulations, with respect to the provision of the Services.

Provider Initials: /s/ AV
Group Initials: /s/ KF

7. As to those patients assigned to Provider, Provider shall:

(a) Timely assess all newly admitted patients in accordance with the following timelines:

(1) Admissions to Units Other Than ICU – In accordance with existing hospital policy, unless the clinical status of the patient warrants an earlier assessment;

(2) Admission to ICU - In accordance with existing hospital policy, unless the clinical status of the patient warrants an earlier assessment; and

(3) Emergency Department – Within thirty (30) minutes of request from Emergency Department.

(b) Communicate with the patient's Primary Care Physician, where applicable, regarding the patient's medical condition and treatment plan within twenty-four (24) hours of admission, at least every forty-eight (48) hours during the patient's inpatient stay, and within twenty-four (24) hours of discharge.

(c) Provide encounter data on all services rendered at Hospital as requested by Hospital;

(d) Communicate with Hospital's Case Management Staff on a daily basis regarding the patient's medical condition, treatment plan, and discharge status;

(e) Obtain consultations with specialists and other members of the Medical Staff as may be required by the patient's medical condition.

(f) Cooperate in promptly transitioning care back to the Patient's primary care physician upon discharge, by, among other things:

(1) Preparing discharge instructions (i.e., the discharge sheet) to be faxed or submitted to the primary care physician on the day of discharge; and

(2) Timely completing the discharge summary, as required by hospital rules.

8. Provide consultations to those staff physicians who have elected to admit patients to the Hospital.

Provider Initials: /s/ AV
Group Initials: /s/ KF

9. In the event a patient requests his/her own primary care physician, Provider will provide such care as may be immediately required under the circumstances, and shall promptly call and inform the primary care physician of the patient's request.

ARTICLE VI
CONFIDENTIALITY/NONDISCLOSURE

1. Provider understands that, in connection with his or her engagement with Group, he or she may receive, produce, or otherwise be exposed to trade secrets, Group Information and/or Confidential Information, in addition to all information Group receives from others under an obligation of confidentiality.

2. Provider acknowledges that trade secrets, Group Information and Confidential Information are the sole, exclusive and extremely valuable property of Group. Accordingly, Provider agrees to segregate all trade secrets, Group Information and/or Confidential Information from information of other companies and agrees not to reproduce any trade secrets, Group Information and/or Confidential Information without Group's prior written consent, not to use trade secrets, Group Information and/or Confidential Information except in the performance of this Agreement, and not to divulge all or any part of any trade secrets, Group Information and/or Confidential Information in any form to any third party,
either during or after the term of this Agreement. Upon termination or expiration of this Agreement for any reason, Provider agrees to cease using and to return to Group all whole and partial copies and derivatives of any trade secrets, Group
Information and/or Confidential Information, whether in Provider's possession or under Provider's direct or indirect control, including any computer access codes and/or nodes.

3. Provider shall not disclose or otherwise make available to Group in any manner any confidential and proprietary information received by Provider from third parties. Provider warrants that his or her performance of all the terms of this Agreement does not and will not breach any agreement entered into by Provider with any other party, and Provider agrees not to enter into any agreement, oral or written, in conflict with this Agreement. In addition, Provider recognizes that Group has proprietary information subject to a duty on Group's part to maintain the confidentiality of such information and to use such information only for certain limited purposes. Provider agrees that he or she owes to Group and such third parties, during the term of the Provider's relationship with Group and thereafter, regardless for the reason of termination of the relationship, a duty to hold all such confidential or proprietary information in the strictest of confidence and not to disclose such information to any person, Group or corporation (except as necessary in carrying our his or her work for Group consistent with Group's agreement with such third party) or to use such information for the benefit of anyone other than for Group or such third party (consistent with Group's agreement with such third party).

Provider Initials: /s/ AV
Group Initials: /s/ KF

4. Provider shall comply with all state, federal and other government requirements regarding medical records, including requirements regarding completion of records, retention of records, access to records, confidentiality of records, and submission of reports, including but not limited to HIPAA. Attached as Exhibit "D" and incorporated herein by reference, is Group's HIPAA privacy policy. As a condition of and in consideration for this Agreement, Provider shall execute and be subject to Group's HIPAA Business Associate Agreement, attached as Exhibit "E."

5. The provisions of this Article shall remain enforceable regardless of any termination of the Agreement.

ARTICLE VII
RESTRICTION ON SOLICITATION

Provider shall not, for as long as Provider is providing services to Hospital hereunder and for a period of twelve months after the termination of this Agreement, directly or indirectly, promote, participate, or engage in any business activity that would interfere with the performance of Group's business. By way of example only and not by way of limitation, Provider shall not solicit, attempt to solicit, or cause to be solicited any customers or clients of Group, nor will Provider solicit, attempt to solicit, or cause to be solicited any employees, agents or independent contractors of Group to cease their relationship with Group. The parties expressly acknowledge that remedies at law shall be deemed to be inadequate for any breach of any of the covenants of this section, and Group shall be entitled to injunctive relief in addition to any other remedies it may have in law or in equity in the event of such breach. This section shall remain enforceable regardless of any termination of the Agreement.

ARTICLE VIII
INDEMNIFICATION

Provider hereby indemnifies and holds harmless Group and its directors, officers, employees, shareholders and agents from and against any claim, loss, damage, cost, expense (including reasonable attorney's fees) or liability arising out of or related to the performance or non-performance by Provider of any services to be performed or provided by Provider under this Agreement, as well as all other acts or omissions of Provider. This and all other indemnification provisions in the Agreement shall remain enforceable regardless of any termination of the Agreement.

Provider Initials: /s/ AV
Group Initials: /s/ KF

ARTICLE IX
MISCELLANEOUS

1. This Agreement reflects the entirety of the Agreement of the Parties and may be amended or modified only by a written document signed by both parties hereto.

2. All notices required by this Agreement shall be sufficient if delivered in writing by United States mail, postage prepaid and return receipt requested, addressed to the party at the addresses set forth above.

3. The rights and benefits of Group under this Agreement shall be fully assignable and transferable, and all provisions herein shall inure to the benefit of and be enforceable by or against its successors and assigns.

4. Nothing contained in this Agreement shall be construed to permit assignment by Provider of any rights under this Agreement and any such assignment is expressly prohibited. Group may assign its rights and obligations under this Agreement.

5. If any provision in this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6. In case of enforcement action arising under or related to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which he or she may be entitled. This provision shall be construed as applicable to the entire Agreement.

7. This Agreement will be governed by and construed in accordance with the laws of the State of California.

8. Provider acknowledges that he or she had the opportunity to consult an attorney regarding the terms of this Agreement and has either received or waived such advice.

9. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same Agreement.

Provider Initials: /s/ AV
Group Initials: /s/ KF

ARTICLE X
VOLUNTARY AND OPTIONAL AGREEMENT TO ARBITRATE DISPUTES

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by binding arbitration pursuant to the following terms and conditions, which shall remain enforceable regardless of any termination of the Agreement:

1. Voluntary Agreement.

The purpose of arbitration is to resolve any disputes in a timely, fair and individualized manner. Provider's agreement to Arbitrate is not a mandatory condition of this Agreement, and if Provider rescinds his or her acceptance of the agreement to Arbitrate within the time specified below, this Article shall not be enforceable. At the written request of either Party, the Parties agree to consider, in good faith, any reasonable proposal to modify or amend the terms proposed by the other Party, or previously agreed upon in writing by the Parties. Provider is free to consult an attorney of his or her choice in connection with this process. If the Provider wishes to rescind his or her acceptance of the agreement to Arbitrate, he or she may do so at any time within 30 days of signing the Agreement by delivering and maintaining proof of delivery (such as a return receipt of certified mailing) of a signed written notice to the Group that Provider's acceptance of the agreement to arbitrate pursuant to this Article has been rescinded. In the absence of a written, mutually executed amendment, this Article shall set forth the full and complete agreement between the Parties concerning the matters addressed within the scope of this Article and shall supersede all prior oral or written agreements concerning these matters.

2. Covered Disputes.

These arbitration provisions shall apply to any claim or dispute alleging liability that arises from or relates to this Agreement, including, but not limited to, claims of wrongful employment termination, breach of contract, respondeat superior or vicarious liability, harassment or discrimination in employment, disputes concerning wage laws that are applicable only to employees, and all other similar employment relationship, contract, and principle-agent claims. The Arbitrator selected by the Parties shall be solely responsible for resolving any disputes over the interpretation or application of this Arbitration Agreement. Any arbitrable claims that, standing alone, would not be subject to these arbitration provisions shall be included within the scope of these standards if they arise from the same transaction or occurrence as claims that are independently subject to these arbitration provisions.

Provider Initials: /s/ AV
Group Initials: /s/ KF

3. Dispute Resolution Procedures.

The parties agree that each of them shall attempt to provide timely notice to the other party of any actual or perceived claim against the other and that they shall attempt to informally resolve any dispute that arises between them.

If a dispute cannot be resolved informally, the parties agree that it shall be submitted to final and binding arbitration before a single neutral arbitrator (the "Arbitrator"), selected from the then-current panel of the American Arbitration Association ("AAA") that is most appropriate for the nature of the dispute as determined by mutual agreement of the parties or, if such agreement cannot be reached, by AAA. Except as otherwise expressly provided in this Agreement, the arbitration shall be conducted in accordance with the AAA Rules corresponding to the nature of the dispute. Should the nature of the dispute be deemed to fall within the Employment Rules, the Employment Rules of the AAA shall apply except as otherwise expressly provided by this Agreement. The AAA Employment Rules are attached as Exhibit "D." Other than in conjunction with a properly instituted arbitration, the parties shall not be required to adhere to mediation procedures prescribed by any AAA Rules except upon mutual agreement.

Except as otherwise expressly provided in this Agreement, the interpretation, scope and enforcement of these arbitration provisions and all procedural issues shall be governed by the procedural and substantive provisions of the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* (the "FAA"), the federal decisional law construing the FAA, and the AAA Rules, provided the AAA Rules do not conflict with the FAA. In the event of a conflict, the terms of this Article and the FAA will prevail over the AAA Rules.

The arbitration fees incurred pursuant to these arbitration provisions will be borne as determined by the AAA Rules, unless the Employment Rules apply, in which case they shall be paid exclusively by the Group. Except as otherwise permitted by law and awarded by the arbitrator, each party shall bear her, his, or its own attorney fees and costs. In submitting their disputes to final and binding resolution by the Arbitrator, **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL OR COURT TRIAL.**

4. Small Claims Procedures.

If either Party asserts that a dispute involves an amount in controversy that is too small to warrant resolution by standard arbitration procedures, the claim may be resolved by a summary small claims procedure (the "Small Claims Procedure"). The Parties shall meet and confer to agree on whether the use of a Small Claims Procedure is appropriate in light of the nature and amount of the claim and, if so, what dispute resolution procedures are most appropriate. To the extent the Parties are unable to agree, the Arbitrator shall decide whether and to what extent a Small Claims Procedure shall apply. The Small Claims Procedure may involve relaxed rules of evidence, the use of broad principles of equity in place of strict application of law, telephonic hearings, and such other economic procedures as the Arbitrator deems appropriate under the circumstances of the dispute and consistent with due process. In no event, however, shall the Arbitrator utilize a Small Claims Procedure for a dispute involving a claim in excess of $50,000.

Provider Initials: /s/ AV
Group Initials: /s/ KF

5. Claims of Non-Parties Excluded From Arbitration.

The Parties wish to resolve any disputes between them in an individualized, informal, timely, and inexpensive manner and to eliminate, to the maximum extent possible, any resort to litigation in a court of law. Consequently, the Arbitrator shall not consolidate or combine the resolution of any claim or dispute between the Parties pursuant to these arbitration provisions with the resolution of any claim by any other party or parties, including but not limited to any other actual or claimed employee of the Group. Nor shall the Arbitrator have the authority to certify a class under Federal Rule of Civil Procedure Rule 23, analogous state rules, or AAA rules pertaining to class arbitration, and the Arbitrator shall not decide claims on behalf of any other party or parties.

ARTICLE XI
TERM OF AGREEMENT

This Agreement will become effective on the 1st day of April, 2014, and shall be effective for a period of twelve (12) months thereafter, unless sooner terminated pursuant to the terms of this Agreement. This Agreement shall automatically be renewed for successive periods of twelve (12) months, each on the same terms and conditions contained herein, unless sooner terminated pursuant to the terms of the Agreement.

ARTICLE XII
TERMINATION OF THE AGREEMENT

Notwithstanding any other provision of this Agreement to the contrary, Group shall have the right to terminate this Agreement for cause. In the event Provider is terminated by the Group for cause, termination shall be effective immediately following the giving of notice of termination by Group. For purposes of this section, cause shall include, but shall not be limited to, the following:

1. Provider repeatedly denies Covered Medical Services to Enrollees inappropriately, as determined by the Group.

2. Provider repeatedly fails to comply with Group's quality improvement and utilization management policies and accessibility and availability standards.

Provider Initials: /s/ AV
Group Initials: /s/ KF

3. Provider fails to comply with Obligations as referenced in Article IV.

4. Provider breaches any other term of this Agreement.

5. Loss, restriction or suspension of Provider's professional license to practice medicine in the State of California.

6. Provider's suspension or exclusion from the Medicare program.

7. Provider violates the State Medical Practice Act.

8. Provider's services place the safety of patients in imminent jeopardy.

9. Provider is convicted of a felony or crime or moral turpitude under State or Federal law.

10. Provider violates ethical and professional codes of conduct of the workplace as specified under State and Federal law.

11. Provider's medical staff privileges at any Primary Hospital are revoked, cancelled, suspended or limited.

12. Provider work product is unsatisfactory as measured by criteria set in the discretion of the Group.

13. There is a material and uncured breach by Provider, or grounds for termination for cause exist, under any one of the following (as each such agreement may be amended or replaced from time to time):

    (A) Employment Agreement with Apollo Medical Management, Inc., a California corporation, or

    (B) that certain Shareholder Agreement dated as of March 28, 2014, between Apollo Medical Holdings, Inc., a Delaware corporation, Warren Hosseinion, M.D., Adrian Vazquez, M.D. and NNA of Nevada, Inc., a Nevada corporation.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by Group, at any time, without cause, by the giving of ninety (60) days prior written notice to Provider.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by Provider, at any time, without cause, by the giving of ninety (60) days prior written notice to Group.

Provider Initials: /s/ AV
Group Initials: /s/ KF

Notwithstanding anything to the contrary contained in this Agreement, this Agreement may be terminated at any time by mutual written consent of the parties to this Agreement.

Notwithstanding any other provision of this Agreement, in the event that any IPA contracting with Group notifies Group that said IPA wishes to remove Group from the IPA's roster of participating physicians, Group shall have the right to terminate this Agreement by the giving of ninety (60) days prior written notice to Provider.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Group and Provider with respect to matters relating to Provider's retention, and it supersedes all previous oral or written communications, representations, or agreements between the parties. This Agreement amends, restates and supercedes in their entirety any and all prior Hospitalist Participation Services Agreements between Provider and Group.

THIS AGREEMENT CONTAINS PROVISIONS FOR THE ARBITRATION OF DISPUTES AND WAIVER OF THE RIGHT TO TRIAL BY JURY OR COURT (EXHIBIT F).

Executed at Glendale, California on March 28, 2014.

GROUP:	PROVIDER:
By: /s/ Kyle Francis (Signature)	By: /s/ Adrian C. Vazquez (Signature)
Kyle Francis Secretary	Adrian C. Vazquez, M.D.

Provider Initials: /s/ AV
Group Initials: /s/ KF

EXHIBIT A

Provider shall be responsible for the following duties:

1. Medical Admissions (elective, urgent, emergent)

2. Surgical Admissions (elective, urgent, emergent)

3. Transfers: Out-of-Area and Out-of-Network (medical or surgical)

4. The Provider will need to communicate verbally with every patient's primary care physician within 24 hours of admission and on the day of discharge.

5. Visit all patients daily, including TCU (transitional care unit) patients.

6. Provider will need to dictate all H&P's within 24 hours of admission and all discharge summaries on the day of discharge.

7. Discussion of cases with families.

8. Conferring with discharge planner, UR nurse, UR coordinator, medical directors, case managers, or UR directors.

9. The Medical Director and/or designee reserves the right to request involvement of Provider on any patient for which the Group is contracted to provide inpatient services to.

10. Provider must be available, telephonically or by pager, at all times to Medical Director and/or designee, and to all other Group physicians, even when Provider is not on-call.

11. Provider will completely enter all patient information and Encounter Data, including but not limited to, Daily Visit Codes and Billing Codes, into the ApolloMed web-based database on a daily basis. Provider may enter this data either on a desktop computer or via a PDA phone. Provider shall be responsible for providing these duties to all patients for which Group is contracted to provide inpatient services to, at the Participating Hospitals as referenced in Exhibit B and Exhibit C.

Provider Initials: /s/ AV
Group Initials: /s/ KF

EXHIBIT B

PARTICIPATING HOSPITALS

1. Glendale Memorial Hospital
2. Providence-St. Joseph Hospital
3. Glendale Adventist Hospital
4. San Gabriel Valley Medical Center
5. Garfield Medical Center
6. Alhambra Hospital

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Provider Initials: /s/ AV
Group Initials: /s/ KF

EXHIBIT C

IPA's/Groups Contracted with ApolloMed Hospitalists

1. Lakeside IPA
2. La Vida Medical Group & IPA
3. Regal Medical Group
4. EPO (Glendale Adventist PPO)
5. Verdugo Hills IPA
6. Family Care Specialists (FCS)
7. Allied Physicians Of California
8. Pacific IPA
9. Accountable IPA
10. Health Care Partner's

Additionally, Provider will be responsible for the inpatient care of the private patients (Medicare, MediCal, PPO, POS) of all primary care physicians who have designated Group to do their hospitalist work.

Provider Initials: /s/ AV
Group Initials: /s/ KF

EXHIBIT D
GROUP'S HIPAA PRIVACY POLICY

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW THIS NOTICE CAREFULLY.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CONTACT OUR PRIVACY MANAGER AT (818) 839-5200.

In this Notice, "we," "us," and "our" mean ApolloMed Hospitalists, a medical corporation. The policies of this Notice will be followed by us, our employees, our independent contractor physicians, and other non-employees who have a need to use your medical information to perform their job, including our business associates.

PROTECTED HEALTH INFORMATION

Protected Health Information, or "PHI," is health information that contains identifiers, such as your name, Social Security number, or other information that reveals who you are.

We may use or disclose PHI without your authorization for the purposes stated in this Notice. You may revoke your authorization for other disclosures of your PHI that require your written authorization at any time by sending your written revocation to:

Privacy Manager

AppolloMed Hospitalists
P.O. Box 4555
Glendale, CA 91222

YOUR RIGHTS

Your Right to Access your PHI

You have the right to see and copy most of your PHI maintained by us. We may charge you a fee for copies, mailing, and other costs associated with your request. Please contact our Privacy Manager to make arrangements. In the event your request to inspect or copy medical information is denied, we will inform in writing you of the denial and your right, if any, to have the decision reviewed.

Provider Initials: /s/ AV
Group Initials: /s/ KF

You have the right request inspection, copying, or delivery to you of your PHI in a manner or place that may protect your privacy. To ask for this special service, call the Privacy Manager.

Your Right to Request Individual Changes to Your PHI

You have a right to ask for changes to your PHI records if they are not complete or correct, for as long as the records are kept by us or for us. Your request must be in writing and must include a reason that supports your request. However, if we do not agree to your requested changes, we may deny your request and inform you of the reason(s) for the denial. You then have the right to submit a statement of disagreement with the content of your records, not to exceed 250 words. We will include your statement of disagreement with any disclosures of the records disputed by your statement of disagreement.

Your Right to an Accounting of Our Disclosures of PHI

You have the right to request a list of our disclosures of your PHI (other than our own uses for treatment, payment, and health care operations, and certain other disclosures we are not required to track or report to you), and the reason why the PHI was disclosed, for the six-year period prior to your request, but not earlier than April 14, 2003. You have a right to receive a free copy of this list once a year. If you request an updated list within one year, you will have to pay the costs of providing the list. We will notify you of the cost in advance, and you may change or cancel your request before you become responsible for the costs.

Your Right to a Paper Copy of This Notice

If you receive this notice by electronic mail, you have a right to a get paper copy of this notice. Please contact our Privacy Manager with your request.

Your Right to Request Additional Limitations on Disclosures of Your PHI
You have the right to request additional limitations on how we use or disclose your PHI. However, we do not have to agree to the limitations you request.

OUR DUTIES

We Must Protect Your PHI

We are required by law to protect your PHI from access by others who are not allowed to see or get copies of your information. We must keep your PHI private as required by law. We must give you notice about how we keep your information private. We must use and disclose your information only as provided in this notice.

Provider Initials: /s/ AV
Group Initials: /s/ KF

We May Make Changes to This Notice

We have the right to change this notice. If we change this notice, how we use your PHI or give it to others will change. Any changes in the notice will be made available on our website: www.apollomed.net

Uses and Disclosures of Your Records
We will protect the confidentiality of your PHI as required by law. Sometimes, we may use or disclose your PHI without your authorization, in the circumstances briefly discussed below.

Treatment

We may use or give your PHI to other physicians and health care workers and trainees in the course of providing treatment, such as obtaining a second opinion from another physician. We may use and disclose your PHI to coordinate the care you receive, including, for example, ordering prescriptions, diagnostic tests, etc.

Health Care Options

We may use or give you your PHI to you to inform you about your health care options We may use or give you your PHI to provide information about different health benefits or services that may be of interest to you.

Payment

We create bills for services we provide to you and we may use or share your related PHI with agencies such as insurance providers and to others when the disclosures may be necessary to obtain payment of your bills.

Health Care Operations

We may use or give your PHI to agencies that monitor, supervise, and regulate the delivery of health care.

Secretary of DHHS - Required Disclosure

We may give your PHI to the federal government when it is checking on how we are meeting the privacy laws.

Personal Representatives

We may give your personal representative access to your PHI at his or her request, upon that person's verification of his or her status as your personal representative.

Provider Initials: /s/ AV
Group Initials: /s/ KF

Named Insured

If you are enrolled in health benefit program as a dependent, we may release medical information about you to the person under whose name your health benefits are carried.

Hospital Directories

If you are hospitalized, we may use or give your name and location in the respective hospital directories of hospitals where we perform services for you while you are a patient in the hospital, as well as your general condition (good, fair, etc.) to persons who ask about you by name, and to clergy members of your religious affiliation even if they do not ask for you by name. This information is provided so your friends, family, and clergy can visit you and find out how you are doing generally.

Persons Involved in Your Care or Payment for Your Care

We may give information about you to a friend or family member who is involved in your medical care, include someone involved in arranging payment for your medical care, or to others you tell us are involved in your care. Unless you request otherwise in writing, if you are hospitalized, we may also tell your friends and family that you are in the hospital and your general condition. We may also disclose medical information about you to disaster relief efforts to assist them in providing notices about the condition, status, and location of affected individuals.

Appointments
We may use or give your PHI to you to provide reminders of your appointments.

Uses and Disclosures Required by Law
We may use or give out information about you to others when required by federal or state law. The information we give will be limited to the information the law requires us to disclose.

Public Health Activities

We may use or disclose your PHI to public health authorities to the extent permitted or required by law. This may include sharing your information:

- To prevent or control disease, injury or disability,
- For reports of child abuse or neglect;
- To the Food and Drug Administration about food, nutritional supplements, products, or product recalls,
- To a person who may have been exposed to a disease, or
- To an employer for health care in their facility.

Victims of Abuse, Neglect or Domestic Violence

We may share your PHI with government agencies, including social services or protective service agencies, to report if we suspect you are a victim of abuse, neglect or domestic violence when the law requires it.

Provider Initials: /s/ AV
Group Initials: /s/ KF

Health Care Oversight

We may use or share your PHI with agencies that review how we do business or oversee the health care system, such as for audits or investigations.

Judicial and Administrative

We may disclose your PHI in response to subpoenas, warrants, discoveries, or other legal processes, but only if appropriate efforts have been made to inform you about the request or obtain a court order protecting your PHI.

Law Enforcement
We may give your PHI for police activities, such as providing information to locate a missing person.

Decedents
We may use or give your PHI to the coroner or medical examiner to determine the cause of your death. We may give your PHI to a funeral director to enable him/her to carry out his/her duties.

Organ Donations

If you are an organ or tissue donor, we may use or give your PHI to organizations that coordinate, obtain, bank, or transplant organs or tissues as allowed by law.

Research

We may use or give your PHI for research studies that meet all privacy law rules

Health and Safety

We may use or give your PHI when necessary to persons who are able to prevent or lessen a serious threat to the health or safety of you, another person or the public.

Specialized Government Functions

We may use or disclose your PHI to the appropriate government agency:

- If you are a member of the armed forces, as required by military command authorities,
- If your are a veteran, to the Department of Veterans Affairs,
- To federal officials to conduct national security activities,
- To federal officials to protect the President and others,

Provider Initials: /s/ AV
Group Initials: /s/ KF

- If you are a member of the Department of the State, to authorities seeking information about your medical suitability or for security clearances,
- If you are an inmate of a correctional institution or under the custody of a law enforcement official, to a correctional institution about your health care and safety and to ensure the health and safety of others,
- To federal, state or local government agencies when you apply for a benefit program to verify your eligibility, enrollment or to provide data about the programs.

Workers' Compensation

We may give your PHI to agencies and entities that provide workers' compensation benefits for work-related injuries and illnesses.

Fundraising

We may use or give your PHI to our business partners to contact you to raise funds for organizations associated with our delivery of health care services. If we do so, we will only use or disclose your name, address, other contact information, age, gender and insurance status.

Underwriting

We may use or give your PHI to insurance companies to get insurance coverage for you, for us, and for the facilities and organizations, such as hospitals, that are associated with the health care we provide to you.

Group Health Plan Sponsors

We may use or disclose your PHI to agencies that sponsor your group health insurance. For example, we may use and give your information to confirm your eligibility to enroll you in a participating health plan that you select.

De-Identified Information

We may give out information about you that cannot be traced back to you. This data is called "de-identified" data. Data is considered de-identified only after information that is sufficient to identify you has been removed.

Business Associates

There are some services provided to our organization through contracts with other organizations, such as a copy service we use to make copies of your records. We may disclose your PHI to these organizations so they can perform the job we have asked them to do. We require all these organizations to sign an agreement to protect the privacy of your PHI.

Provider Initials: /s/ AV
Group Initials: /s/ KF

How to Contact Us or File Complaints

You have the right to file a complaint if you think your privacy rights have been violated or you think this Notice is not correct. You may make your complaint with our Privacy Manager. To make a complaint, you may telephone or send a written letter to our Privacy Manager. The telephone number to contact our privacy manager is (818) 839-5200. The address to send a written letter is:

Privacy Manager

AppolloMed Hospitalists
P.O. Box 4555
Glendale, CA 91222

You also have the right to file a complaint about how your records are protected or about our Notice with the Secretary of the United States Department of Health and Human Services. To file a complaint with that agency you may:

Send your written complaint to:

Region IX,
Office for Civil Rights,
U.S. Department of Health and Human Services,
50 United Nations Plaza—Room 322
San Francisco, CA 94102.

Or fax it to: (415) 437–8329

You may call this agency at: (415) 437–8310 or for TDD (415) 437–8311.

You may send your complaint by electronic email to*OCRComplaint@hhs.gov.*

No Retaliation

No action may be taken against you for filing a complaint. If you believe that an action has been taken against you by one of our employees, please call our Privacy Manager at (818) 839-5200.

Effective Date

This notice is in effect on and after August 1, 2008.

Provider Initials: /s/ AV
Group Initials: /s/ KF

EXHIBIT F
AMERICAN ARBITRATION ASSOCIATION EMPLOYMENT RULES

Employment Arbitration Rules and Mediation Procedures

1. Applicable Rules of Arbitration

The parties shall be deemed to have made these rules a part of their arbitration agreement whenever they have provided for arbitration by the American Arbitration Association (hereinafter "AAA") or under its Employment Arbitration Rules and Mediation Procedures or for arbitration by the AAA of an employment dispute without specifying particular rules*. If a party establishes that an adverse material inconsistency exists between the arbitration agreement and these rules, the arbitrator shall apply these rules.

If, within 30 days after the AAA's commencement of administration, a party seeks judicial intervention with respect to a pending arbitration and provides the AAA with documentation that judicial intervention has been sought, the AAA will suspend administration for 60 days to permit the party to obtain a stay of arbitration from the court. These rules, and any amendment of them, shall apply in the form in effect at the time the demand for arbitration or submission is received by the AAA.

* *The National Rules for the Resolution of Employment Disputes* have been re-named the *Employment Arbitration Rules and Mediation Procedures.* Any arbitration agreements providing for arbitration under its *National Rules for the Resolution of Employment Disputes* shall be administered pursuant to these *Employment Arbitration Rules and Mediation Procedures.*

2. Notification

An employer intending to incorporate these rules or to refer to the dispute resolution services of the AAA in an employment ADR plan, shall, at least 30 days prior to the planned effective date of the program:

i. notify the Association of its intention to do so and,

ii. provide the Association with a copy of the employment dispute resolution plan.

Compliance with this requirement shall not preclude an arbitrator from entertaining challenges as provided in Section 1. If an employer does not comply with this requirement, the Association reserves the right to decline its administrative services.

Provider Initials: /s/ AV
Group Initials: /s/ KF

3. AAA as Administrator of the Arbitration

When parties agree to arbitrate under these rules, or when they provide for arbitration by the AAA and an arbitration is initiated under these rules, they thereby authorize the AAA to administer the arbitration. The authority and duties of the AAA are prescribed in these rules, and may be carried out through such of the AAA's representatives as it may direct. The AAA may, in its discretion, assign the administration of an arbitration to any of its offices.

4. Initiation of Arbitration

Arbitration shall be initiated in the following manner.

a. The parties may submit a joint request for arbitration.

b. In the absence of a joint request for arbitration:

i. The initiating party (hereinafter "Claimant[s]") shall:

1. File a written notice (hereinafter "Demand") of its intention to arbitrate at any office of the AAA, within the time limit established by the applicable statute of limitations. Any dispute over the timeliness of the demand shall be referred to the arbitrator. The filing shall be made in duplicate, and each copy shall include the applicable arbitration agreement. The Demand shall set forth the names, addresses, and telephone numbers of the parties; a brief statement of the nature of the dispute; the amount in controversy, if any; the remedy sought; and requested hearing location.

2. Simultaneously provide a copy of the Demand to the other party (hereinafter "Respondent[s]").

3. Include with its Demand the applicable filing fee, unless the parties agree to some other method of fee advancement.

ii. The Respondent(s) may file an Answer with the AAA within 15 days after the date of the letter from the AAA acknowledging receipt of the Demand. The Answer shall provide the Respondent's brief response to the claim and the issues presented. The Respondent(s) shall make its filing in duplicate with the AAA, and simultaneously shall send a copy of the Answer to the Claimant. If no answering statement is filed within the stated time, Respondent will be deemed to deny the claim. Failure to file an answering statement shall not operate to delay the arbitration.

iii. The Respondent(s):

1. May file a counterclaim with the AAA within 15 days after the date of the letter from the AAA acknowledging receipt of the Demand. The filing shall be made in duplicate. The counterclaim shall set forth the nature of the claim, the amount in controversy, if any, and the remedy sought.

2. Simultaneously shall send a copy of any counterclaim to the Claimant.

Provider Initials: /s/ AV
Group Initials: /s/ KF

3. Shall include with its filing the applicable filing fee provided for by these rules.

iv. The Claimant may file an Answer to the counterclaim with the AAA within 15 days after the date of the letter from the AAA acknowledging receipt of the counterclaim. The Answer shall provide Claimant's brief response to the counterclaim and the issues presented. The Claimant shall make its filing in duplicate with the AAA, and simultaneously shall send a copy of the Answer to the Respondent(s). If no answering statement is filed within the stated time, Claimant will be deemed to deny the counterclaim. Failure to file an answering statement shall not operate to delay the arbitration.

c. The form of any filing in these rules shall not be subject to technical pleading requirements.

5. Changes of Claim

Before the appointment of the arbitrator, if either party desires to offer a new or different claim or counterclaim, such party must do so in writing by filing a written statement with the AAA and simultaneously provide a copy to the other party(s), who shall have 15 days from the date of such transmittal within which to file an answer with the AAA. After the appointment of the arbitrator, a party may offer a new or different claim or counterclaim only at the discretion of the arbitrator.

6. Jurisdiction

a. The arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of the arbitration agreement.

b. The arbitrator shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitrator that the contract is null and void shall not for that reason alone render invalid the arbitration clause.

c. A party must object to the jurisdiction of the arbitrator or to the arbitrability of a claim or counterclaim no later than the filing of the answering statement to the claim or counterclaim that gives rise to the objection. The arbitrator may rule on such objections as a preliminary matter or as part of the final award.

7. Administrative and Mediation Conferences

Before the appointment of the arbitrator, any party may request, or the AAA, in its discretion, may schedule an administrative conference with a representative of the AAA and the parties and/or their representatives. The purpose of the administrative conference is to organize and expedite the arbitration, explore its administrative aspects, establish the most efficient means of selecting an arbitrator, and to consider mediation as a dispute resolution option. There is no administrative fee for this service.

Provider Initials: /s/ AV
Group Initials: /s/ KF

At any time after the filing of the Demand, with the consent of the parties, the AAA will arrange a mediation conference under its Mediation Procedures to facilitate settlement. The mediator shall not be any arbitrator appointed to the case, except by mutual written agreement of the parties. There is no administrative fee for initiating a mediation under AAA Mediation Procedures for parties to a pending arbitration.

8. Arbitration Management Conference

As promptly as practicable after the selection of the arbitrator(s), but not later than 60 days thereafter, an arbitration management conference shall be held among the parties and/or their attorneys or other representatives and the arbitrator(s). Unless the parties agree otherwise, the Arbitration Management Conference will be conducted by telephone conference call rather than in person. At the Arbitration Management Conference the matters to be considered shall include, without limitation

i. the issues to be arbitrated;

ii. the date, time, place, and estimated duration of the hearing;

iii. the resolution of outstanding discovery issues and establishment of discovery parameters;

iv. the law, standards, rules of evidence, and burdens of proof that are to apply to the proceeding;

v. the exchange of stipulations and declarations regarding facts, exhibits, witnesses, and other issues;

vi. the names of witnesses (including expert witnesses), the scope of witness testimony, and witness exclusion;

vii. the value of bifurcating the arbitration into a liability phase and damages phase;

viii. the need for a stenographic record;

ix. whether the parties will summarize their arguments orally or in writing;

x. the form of the award;

xi. any other issues relating to the subject or conduct of the arbitration;

xii. the allocation of attorney's fees and costs;

xiii. the specification of undisclosed claims;

Provider Initials: /s/ AV
Group Initials: /s/ KF

xiv. the extent to which documentary evidence may be submitted at the hearing;

xv. the extent to which testimony may be admitted at the hearing telephonically, over the internet, by written or video-taped deposition, by affidavit, or by any other means;

xvi. any disputes over the AAA's determination regarding whether the dispute arose from an individually-negotiated employment agreement or contract, or from an employer-promulgated plan (see Costs of Arbitration section).

The arbitrator shall issue oral or written orders reflecting his or her decisions on the above matters and may conduct additional conferences when the need arises.

There is no AAA administrative fee for an Arbitration Management Conference.

9. Discovery

The arbitrator shall have the authority to order such discovery, by way of deposition, interrogatory, document production, or otherwise, as the arbitrator considers necessary to a full and fair exploration of the issues in dispute, consistent with the expedited nature of arbitration.

The AAA does not require notice of discovery related matters and communications unless a dispute arises. At that time, the parties should notify the AAA of the dispute so that it may be presented to the arbitrator for determination.

10. Fixing of Locale (the city, county, state, territory, and/or country of the arbitration)

If the parties disagree as to the locale, the AAA may initially determine the place of arbitration, subject to the power of the arbitrator(s), after their appointment to make a final determination on the locale. All such determinations shall be made having regard for the contentions of the parties and the circumstances of the arbitration.

11. Date, Time, and Place (the physical site of the hearing within the designated locale) of Hearing

The arbitrator shall set the date, time, and place for each hearing. The parties shall respond to requests for hearing dates in a timely manner, be cooperative in scheduling the earliest practicable date, and adhere to the established hearing schedule. The AAA shall send a notice of hearing to the parties at least 10 days in advance of the hearing date, unless otherwise agreed by the parties.

12. Number, Qualifications, and Appointment of Neutral Arbitrators

a. If the arbitration agreement does not specify the number of arbitrators or the parties do not agree otherwise, the dispute shall be heard and determined by one arbitrator.

b. Qualifications

Provider Initials: /s/ AV
Group Initials: /s/ KF

i. Neutral arbitrators serving under these rules shall be experienced in the field of employment law.

ii. Neutral arbitrators serving under these rules shall have no personal or financial interest in the results of the proceeding in which they are appointed and shall have no relation to the underlying dispute or to the parties or their counsel that may create an appearance of bias.

iii. The roster of available arbitrators will be established on a non-discriminatory basis, diverse by gender, ethnicity, background, and qualifications.

iv. The AAA may, upon request of a party within the time set to return their list or upon its own initiative, supplement the list of proposed arbitrators in disputes arising out of individually-negotiated employment contracts with persons from the Commercial Roster, to allow the AAA to respond to the particular need of the dispute. In multi-arbitrator disputes, at least one of the arbitrators shall be experienced in the field of employment law.

c. If the parties have not appointed an arbitrator and have not provided any method of appointment, the arbitrator shall be appointed in the following manner:

i. Shortly after it receives the Demand, the AAA shall send simultaneously to each party a letter containing an identical list of names of persons chosen from the Employment Dispute Resolution Roster. The parties are encouraged to agree to an arbitrator from the submitted list and to advise the AAA of their agreement.

ii. If the parties are unable to agree upon an arbitrator, each party to the dispute shall have 15 days from the transmittal date in which to strike names objected to, number the remaining names in order of preference, and return the list to the AAA. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable.

iii. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitrator to serve. If the parties fail to agree on any of the persons named, or if acceptable arbitrators are unable to act, or if for any other reason the appointment cannot be made from the submitted list, the AAA shall have the power to make the appointment from among other members of the panel without the submission of additional lists.

13. Party Appointed Arbitrators

a. If the agreement of the parties names an arbitrator or specifies a method of appointing an arbitrator, that designation or method shall be followed.

Provider Initials: /s/ AV
Group Initials: /s/ KF

b. Where the parties have agreed that each party is to name one arbitrator, the arbitrators so named must meet the standards of Section R-16 with respect to impartiality and independence unless the parties have specifically agreed pursuant to Section R-16(a) that the party-appointed arbitrators are to be non-neutral and need not meet those standards. The notice of appointment, with the name, address, and contact information of the arbitrator, shall be filed with the AAA by the appointing party. Upon the request of any appointing party, the AAA shall submit a list of members of the National Roster from which the party may, if it so desires, make the appointment.

c. If the agreement specifies a period of time within which an arbitrator shall be appointed and any party fails to make the appointment within that period, the AAA shall make the appointment.

d. If no period of time is specified in the agreement, the AAA shall notify the party to make the appointment. If within 15 days after such notice has been sent, an arbitrator has not been appointed by a party, the AAA shall make the appointment.

14. Appointment of Chairperson by Party-Appointed Arbitrators or Parties

a. If, pursuant to Section R-13, either the parties have directly appointed arbitrators, or the arbitrators have been appointed by the AAA, and the parties have authorized them to appoint a chairperson within a specified time and no appointment is made within that time or any agreed extension, the AAA may appoint the chairperson.

b. If no period of time is specified for appointment of the chairperson and the party-appointed arbitrators or the parties do not make the appointment within 15 days from the date of the appointment of the last party-appointed arbitrator, the AAA may appoint the chairperson.

c. If the parties have agreed that their party-appointed arbitrators shall appoint the chairperson from the National Roster, the AAA shall furnish to the party-appointed arbitrators, in the manner provided in Section R-12, a list selected from the National Roster, and the appointment of the chairperson shall be made as provided in that Section.

15. Disclosure

a. Any person appointed or to be appointed as an arbitrator shall disclose to the AAA any circumstance likely to give rise to justifiable doubt as to the arbitrator's impartiality or independence, including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or their representatives. Such obligation shall remain in effect throughout the arbitration.

b. Upon receipt of such information from the arbitrator or another source, the AAA shall communicate the information to the parties and, if it deems it appropriate to do so, to the arbitrator and others.

Provider Initials: /s/ AV
Group Initials: /s/ KF

c. In order to encourage disclosure by arbitrators, disclosure of information pursuant to this Section R-15 is not to be construed as an indication that the arbitrator considers that the disclosed circumstance is likely to affect impartiality or independence.

16. Disqualification of Arbitrator

a. Any arbitrator shall be impartial and independent and shall perform his or her duties with diligence and in good faith, and shall be subject to disqualification for:

i. partiality or lack of independence,

ii. inability or refusal to perform his or her duties with diligence and in good faith, and

iii. any grounds for disqualification provided by applicable law. The parties may agree in writing, however, that arbitrators directly appointed by a party pursuant to Section R-13 shall be nonneutral, in which case such arbitrators need not be impartial or independent and shall not be subject to disqualification for partiality or lack of independence.

b. Upon objection of a party to the continued service of an arbitrator, or on its own initiative, the AAA shall determine whether the arbitrator should be disqualified under the grounds set out above, and shall inform the parties of its decision, which decision shall be conclusive.

17. Communication with Arbitrator

a. No party and no one acting on behalf of any party shall communicate ex parte with an arbitrator or a candidate for arbitrator concerning the arbitration, except that a party, or someone acting on behalf of a party, may communicate ex parte with a candidate for direct appointment pursuant to Section R-13 in order to advise the candidate of the general nature of the controversy and of the anticipated proceedings and to discuss the candidate's qualifications, availability, or independence in relation to the parties or to discuss the suitability of candidates for selection as a third arbitrator where the parties or party-designated arbitrators are to participate in that selection.

b. Section R-17(a) does not apply to arbitrators directly appointed by the parties who, pursuant to Section R-16(a), the parties have agreed in writing are non-neutral. Where the parties have so agreed under Section R-16(a), the AAA shall as an administrative practice suggest to the parties that they agree further that Section R-17(a) should nonetheless apply prospectively.

18. Vacancies

Provider Initials: /s/ AV
Group Initials: /s/ KF

a. If for any reason an arbitrator is unable to perform the duties of the office, the AAA may, on proof satisfactory to it, declare the office vacant. Vacancies shall be filled in accordance with applicable provisions of these Rules.

b. In the event of a vacancy in a panel of neutral arbitrators after the hearings have commenced, the remaining arbitrator or arbitrators may continue with the hearing and determination of the controversy, unless the parties agree otherwise.

c. In the event of the appointment of a substitute arbitrator, the panel of arbitrators shall determine in its sole discretion whether it is necessary to repeat all or part of any prior hearings.

19. Representation

Any party may be represented by counsel or other authorized representatives. For parties without representation, the AAA will, upon request, provide reference to institutions which might offer assistance. A party who intends to be represented shall notify the other party and the AAA of the name and address of the representative at least 10 days prior to the date set for the hearing or conference at which that person is first to appear. If a representative files a Demand or an Answer, the obligation to give notice of representative status is deemed satisfied.

20. Stenographic Record

Any party desiring a stenographic record shall make arrangements directly with a stenographer and shall notify the other parties of these arrangements at least three days in advance of the hearing. The requesting party or parties shall pay the cost of the record. If the transcript is agreed by the parties, or determined by the arbitrator to be the official record of the proceeding, it must be provided to the arbitrator and made available to the other parties for inspection, at a date, time, and place determined by the arbitrator.

21. Interpreters

Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of the service.

22. Attendance at Hearings

The arbitrator shall have the authority to exclude witnesses, other than a party, from the hearing during the testimony of any other witness. The arbitrator also shall have the authority to decide whether any person who is not a witness may attend the hearing.

23. Confidentiality

The arbitrator shall maintain the confidentiality of the arbitration and shall have the authority to make appropriate rulings to safeguard that confidentiality, unless the parties agree otherwise or the law provides to the contrary.

Provider Initials: /s/ AV
Group Initials: /s/ KF

24. Postponements

The arbitrator: (1) may postpone any hearing upon the request of a party for good cause shown; (2) must postpone any hearing upon the mutual agreement of the parties; and (3) may postpone any hearing on his or her own initiative.

25. Oaths

Before proceeding with the first hearing, each arbitrator shall take an oath of office. The oath shall be provided to the parties prior to the first hearing. The arbitrator may require witnesses to testify under oath administered by any duly qualified person and, if it is required by law or requested by any party, shall do so.

26. Majority Decision

All decisions and awards of the arbitrators must be by a majority, unless the unanimous decision of all arbitrators is expressly required by the arbitration agreement or by law.

27. Dispositive Motions

The arbitrator may allow the filing of a dispositive motion if the arbitrator determines that the moving party has shown substantial cause that the motion is likely to succeed and dispose of or narrow the issues in the case.

28. Order of Proceedings

A hearing may be opened by: (1) recording the date, time, and place of the hearing; (2) recording the presence of the arbitrator, the parties, and their representatives, if any; and (3) receiving into the record the Demand and the Answer, if any. The arbitrator may, at the beginning of the hearing, ask for statements clarifying the issues involved.

The parties shall bear the same burdens of proof and burdens of producing evidence as would apply if their claims and counterclaims had been brought in court.

Witnesses for each party shall submit to direct and cross examination.

With the exception of the rules regarding the allocation of the burdens of proof and going forward with the evidence, the arbitrator has the authority to set the rules for the conduct of the proceedings and shall exercise that authority to afford a full and equal opportunity to all parties to present any evidence that the arbitrator deems material and relevant to the resolution of the dispute. When deemed appropriate, the arbitrator may also allow for the presentation of evidence by alternative means including web conferencing, internet communication, telephonic conferences and means other than an in-person presentation of evidence. Such alternative means must still afford a full and equal opportunity to all parties to present any evidence that the arbitrator deems material and relevant to the resolution of the dispute and when involving witnesses, provide that such witness submit to direct and cross-examination.

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The arbitrator, in exercising his or her discretion, shall conduct the proceedings with a view toward expediting the resolution of the dispute, may direct the order of proof, bifurcate proceedings, and direct the parties to focus their presentations on issues the decision of which could dispose of all or part of the case.

Documentary and other forms of physical evidence, when offered by either party, may be received in evidence by the arbitrator.

The names and addresses of all witnesses and a description of the exhibits in the order received shall be made a part of the record.

29. Arbitration in the Absence of a Party or Representative

Unless the law provides to the contrary, the arbitration may proceed in the absence of any party or representative who, after due notice, fails to be present or fails to obtain a postponement. An award shall not be based solely on the default of a party. The arbitrator shall require the party who is in attendance to present such evidence as the arbitrator may require for the making of the award.

30. Evidence

The parties may offer such evidence as is relevant and material to the dispute and shall produce such evidence as the arbitrator deems necessary to an understanding and determination of the dispute. All evidence shall be taken in the presence of all of the arbitrators and all of the parties, except where any party or arbitrator is absent, in default, or has waived the right to be present, however "presence" should not be construed to mandate that the parties and arbitrators must be physically present in the same location.

An arbitrator or other person authorized by law to subpoena witnesses or documents may do so upon the request of any party or independently. The arbitrator shall be the judge of the relevance and materiality of the evidence offered, and conformity to legal rules of evidence shall not be necessary. The arbitrator may in his or her discretion direct the order of proof, bifurcate proceedings, exclude cumulative or irrelevant testimony or other evidence, and direct the parties to focus their presentations on issues the decision of which could dispose of all or part of the case. All evidence shall be taken in the presence of all of the arbitrators and all of the parties, except where any party is absent, in default, or has waived the right to be present.

If the parties agree or the arbitrator directs that documents or other evidence may be submitted to the arbitrator after the hearing, the documents or other evidence shall be filed with the AAA for transmission to the arbitrator, unless the parties agree to a different method of distribution. All parties shall be afforded an opportunity to examine such documents or other evidence and to lodge appropriate objections, if any.

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Group Initials: /s/ KF

31. Inspection

Upon the request of a party, the arbitrator may make an inspection in connection with the arbitration. The arbitrator shall set the date and time, and the AAA shall notify the parties. In the event that one or all parties are not present during the inspection, the arbitrator shall make an oral or written report to the parties and afford them an opportunity to comment.

32. Interim Measures

At the request of any party, the arbitrator may grant any remedy or relief that would have been available to the parties had the matter been heard in court, as stated in Rule 39(d), Award.

A request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

33. Closing of Hearing

The arbitrator shall specifically inquire of all parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies or if satisfied that the record is complete, the arbitrator shall declare the hearing closed.

If briefs are to be filed, the hearing shall be declared closed as of the final date set by the arbitrator for the receipt of briefs. If documents are to be filed as provided in Rule 30 and the date set for their receipt is later than that set for the receipt of briefs, the later date shall be the date of closing the hearing. The time limit within which the arbitrator is required to make the award shall commence to run, in the absence of other agreements by the parties, upon closing of the hearing.

34. Reopening of Hearing

The hearing may be reopened by the arbitrator upon the arbitrator's initiative, or upon application of a party for good cause shown, at any time before the award is made. If reopening the hearing would prevent the making of the award within the specific time agreed on by the parties in the contract(s) out of which the controversy has arisen, the matter may not be reopened unless the parties agree on an extension of time. When no specific date is fixed in the contract, the arbitrator may reopen the hearing and shall have 30 days from the closing of the reopened hearing within which to make an award.

35. Waiver of Oral Hearing

The parties may provide, by written agreement, for the waiver of oral hearings. If the parties are unable to agree as to the procedure, upon the appointment of the arbitrator, the arbitrator shall specify a fair and equitable procedure.

Provider Initials: /s/ AV
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36. Waiver of Objection/Lack of Compliance with These Rules

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these rules has not been complied with, and who fails to state objections thereto in writing or in a transcribed record, shall be deemed to have waived the right to object.

37. Extensions of Time

The parties may modify any period of time by mutual agreement. The AAA or the arbitrator may for good cause extend any period of time established by these Rules, except the time for making the award. The AAA shall notify the parties of any extension.

38. Serving of Notice

a. Any papers, notices, or process necessary or proper for the initiation or continuation of an arbitration under these rules, for any court action in connection therewith, or for the entry of judgment on any award made under these rules may be served on a party by mail addressed to the party, or its representative at the last known address or by personal service, in or outside the state where the arbitration is to be held, provided that reasonable opportunity to be heard with regard to the dispute is or has been granted to the party.

b. The AAA, the arbitrator, and the parties may also use overnight delivery or electronic facsimile transmission (fax), to give the notices required by these rules. Where all parties and the arbitrator agree, notices may be transmitted by electronic mail (e-mail), or other methods of communication.

c. Unless otherwise instructed by the AAA or by the arbitrator, any documents submitted by any party to the AAA or to the arbitrator shall simultaneously be provided to the other party or parties to the arbitration.

39. The Award

a. The award shall be made promptly by the arbitrator and, unless otherwise agreed by the parties or specified by law, no later than 30 days from the date of closing of the hearing or, if oral hearings have been waived, from the date of the AAA's transmittal of the final statements and proofs to the arbitrator. Three additional days are provided if briefs are to be filed or other documents are to be transmitted pursuant to Rule 30.

b. An award issued under these rules shall be publicly available, on a cost basis. The names of the parties and witnesses will not be publicly available, unless a party expressly agrees to have its name made public in the award.

c. The award shall be in writing and shall be signed by a majority of the arbitrators and shall provide the written reasons for the award unless the parties agree otherwise. It shall be executed in the manner required by law.

Provider Initials: /s/ AV
Group Initials: /s/ KF

d. The arbitrator may grant any remedy or relief that would have been available to the parties had the matter been heard in court including awards of attorney's fees and costs, in accordance with applicable law. The arbitrator shall, in the award, assess arbitration fees, expenses, and compensation as provided in Rules 43, 44, and 45 in favor of any party and, in the event any administrative fees or expenses are due the AAA, in favor of the AAA, subject to the provisions contained in the Costs of Arbitration section.

e. If the parties settle their dispute during the course of the arbitration and mutually request, the arbitrator may set forth the terms of the settlement in a consent award.

f. The parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail, addressed to a party or its representative at the last known address, personal service of the award, or the filing of the award in any manner that may be required by law.

g. The arbitrator's award shall be final and binding.

40. Modification of Award

Within 20 days after the transmittal of an award, any party, upon notice to the other parties, may request the arbitrator to correct any clerical, typographical, technical, or computational errors in the award. The arbitrator is not empowered to redetermine the merits of any claim already decided. The other parties shall be given 10 days to respond to the request. The arbitrator shall dispose of the request within 20 days after transmittal by the AAA to the arbitrator of the request and any response thereto. If applicable law requires a different procedural time frame, that procedure shall be followed.

41. Release of Documents for Judicial Proceedings

The AAA shall, upon the written request of a party, furnish to the party, at that party's expense, certified copies of any papers in the AAA's case file that may be required in judicial proceedings relating to the arbitration.

42. Applications to Court

a. No judicial proceeding by a party relating to the subject matter of the arbitration shall be deemed a waiver of the party's right to arbitrate.

b. Neither the AAA nor any arbitrator in a proceeding under these rules is or shall be considered a necessary or proper party in judicial proceedings relating to the arbitration.

c. Parties to these procedures shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction.

d. Parties to an arbitration under these rules shall be deemed to have consented that neither the AAA nor any arbitrator shall be liable to any party in any action for damages or injunctive relief for any act or omission in connection with any arbitration under these rules.

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43. Administrative Fees

As a not-for-profit organization, the AAA shall prescribe filing and other administrative fees to compensate it for the cost of providing administrative services. The AAA administrative fee schedule in effect at the time the demand for arbitration or submission agreement is received shall be applicable.

AAA fees shall be paid in accordance with the Costs of Arbitration Section (see pages 45-53).

The AAA may, in the event of extreme hardship on any party, defer or reduce the administrative fees. (To ensure that you have the most current information, see our website at www.adr.org).

44. Neutral Arbitrator's Compensation

Arbitrators shall charge a rate consistent with the arbitrator's stated rate of compensation. If there is disagreement concerning the terms of compensation, an appropriate rate shall be established with the arbitrator by the AAA and confirmed to the parties.

Any arrangement for the compensation of a neutral arbitrator shall be made through the AAA and not directly between the parties and the arbitrator. Payment of the arbitrator's fees and expenses shall be made by the AAA from the fees and moneys collected by the AAA for this purpose.

Arbitrator compensation shall be borne in accordance with the Costs of Arbitration section.

45. Expenses

Unless otherwise agreed by the parties or as provided under applicable law, the expenses of witnesses for either side shall be borne by the party producing such witnesses.

All expenses of the arbitrator, including required travel and other expenses, and any AAA expenses, as well as the costs relating to proof and witnesses produced at the direction of the arbitrator shall be borne in accordance with the Costs of Arbitration section.

46. Deposits

The AAA may require deposits in advance of any hearings such sums of money as it deems necessary to cover the expenses of the arbitration, including the arbitrator's fee, if any, and shall render an accounting and return any unexpended balance at the conclusion of the case.

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47. Suspension for Non-Payment

If arbitrator compensation or administrative charges have not been paid in full, the AAA may so inform the parties in order that one of them may advance the required payment. If such payments are not made, the arbitrator may order the suspension or termination of the proceedings. If no arbitrator has yet been appointed, the AAA may suspend or terminate the proceedings.

48. Interpretation and Application of Rules

The arbitrator shall interpret and apply these rules as they relate to the arbitrator's powers and duties. When there is more than one arbitrator and a difference arises among them concerning the meaning or application of these Rules, it shall be resolved by a majority vote. If that is not possible, either an arbitrator or a party may refer the question to the AAA for final decision. All other procedures shall be interpreted and applied by the AAA.

Costs of Arbitration (including AAA Administrative Fees)

This Costs of Arbitration section contains two separate and distinct sections. Initially, the AAA shall make an administrative determination as to whether the dispute arises from an employer-promulgated plan or an individually-negotiated employment agreement or contract.

If a party disagrees with the AAA's determination, the parties may bring the issue to the attention of the arbitrator for a final determination. The arbitrator's determination will be made on documents only, unless the arbitrator deems a hearing is necessary.

For Disputes Arising Out of Employer-Promulgated Plans*:

Arbitrator compensation is not included as part of the administrative fees charged by the AAA. Arbitrator compensation is based on the most recent biography sent to the parties prior to appointment. The employer shall pay the arbitrator's compensation unless the employee, post dispute, voluntarily elects to pay a portion of the arbitrator's compensation. Arbitrator compensation, expenses as defined in section (iv) below, and administrative fees are not subject to reallocation by the arbitrator(s) except upon the arbitrator's determination that a claim or counterclaim was filed for purposes of harassment or is patently frivolous.

*Pursuant to Section 1284.3 of the California Code of Civil Procedure, consumers with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. This law applies to all consumer agreements subject to the California Arbitration Act, and to all consumer arbitrations conducted in California. Only those disputes arising out of employer promulgated plans are included in the consumer definition. If you believe that you meet these requirements, you must submit to the AAA a declaration under oath regarding your monthly income and the number of persons in your household. Please contact the AAA's Western Case Management Center at 877.528.0880 if you have any questions regarding the waiver of administrative fees. (Effective January 1, 2003.)

Provider Initials: /s/ AV
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(i) Filing Fees

In cases before a single arbitrator, a nonrefundable filing fee capped in the amount of $150, is payable in full by the employee when a claim is filed, unless the plan provides that the employee pay less. A nonrefundable fee in the amount of $900 is payable in full by the employer, unless the plan provides that the employer pay more.

In cases before three or more arbitrators, a nonrefundable filing fee capped in the amount of $150, is payable in full by the employee when a claim is filed, unless the plan provides that the employee pay less. A nonrefundable fee in the amount of $1,775 is payable in full by the employer, unless the plan provides that the employer pay more.

There shall be no filing fee charged for a counterclaim.

(ii) Hearing Fees

For each day of hearing held before a single arbitrator, an administrative fee of $300 is payable by the employer.

For each day of hearing held before a multi-arbitrator panel, an administrative fee of $500 is payable by the employer.

There is no AAA hearing fee for the initial Arbitration Management Conference.

(iii) Postponement/Cancellation Fees

A fee of $150 is payable by a party causing a postponement of any hearing scheduled before a single arbitrator.

A fee of $250 is payable by a party causing a postponement of any hearing scheduled before a multi-arbitrator panel.

(iv) Hearing Room Rental

The hearing fees described above do not cover the rental of hearing rooms. The AAA maintains hearing rooms in most offices for the convenience of the parties. Check with the administrator for availability and rates. Hearing room rental fees will be borne by the employer.

(v) Abeyance Fee

Parties on cases held in abeyance for one year will be assessed an annual abeyance fee of $300. If a party refuses to pay the assessed fee, the other party or parties may pay the entire fee on behalf of all parties, otherwise the matter will be administratively closed.

(vi) Expenses

All expenses of the arbitrator, including required travel and other expenses, and any AAA expenses, as well as the costs relating to proof and witnesses produced at the direction of the arbitrator, shall be borne by the employer.

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Group Initials: /s/ KF

For Disputes Arising Out of Individually-Negotiated Employment Agreements and Contracts:

The AAA's Commercial Fee Schedule, below, will apply to disputes arising out of individually-negotiable employment agreements and contracts, even if such agreements and contracts reference or incorporate an employer-promulgated plan.

The administrative fees of the AAA are based on the amount of the claim or counterclaim. Arbitrator compensation is not included as part of the administrative fees charged by the AAA. Arbitrator compensation is based on the most recent biography sent to the parties prior to appointment. Unless the parties agree otherwise, arbitrator compensation, and expenses as defined in section (v) below, shall be borne equally by the parties and are subject to reallocation by the arbitrator in the award.

(i) Filing Fees and Case Service Fees

An initial filing fee is payable in full by the filing party when a claim, counterclaim, or additional claim is filed. A case service fee will be incurred for all cases that proceed to their first hearing. This fee will be payable in advance at the time that the first hearing is scheduled. This fee will be refunded at the conclusion of the case if no hearings have occurred. However, if the Association is not notified at least 24 hours before the time of the scheduled hearing, the case service fee will remain due and will not be refunded.

These fees will be billed in accordance with the following schedule:

Amount of Claim	Initial Filing Fee	Case Service Fee
Above $0 to $10,000	$ 750	$ 200
Above $10,000 to $75,000	$ 950	$ 300
Above $75,000 to $150,000	$ 1,800	$ 750
Above $150,000 to $300,000	$ 2,750	$ 1,250
Above $300,000 to $500,000	$ 4,250	$ 1,750
Above $500,000 to $1,000,000	$ 6,000	$ 2,500
Above $1,000,000 to $5,000,000	$ 8,000	$ 3,250
Above $5,000,000 to $10,000,000	$ 10,000	$ 4,000
Above $10,000,000	*	*
Nonmonetary Claims**	$ 3,250	$ 1,250

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*** This fee is applicable only when a claim or counterclaim is not for a monetary amount. Where a monetary claim amount is not known, parties will be required to state a range of claims or be subject to the highest possible filing fee.Fee Schedule for Claims in Excess of $10 MillionThe following is the fee schedule for use in disputes involving claims in excess of $10 million. If you have any questions, please consult your local AAA office or case management center.*

Fee Schedule for Claims in Excess of $10 Million

The following is the fee schedule for use in disputes involving claims in excess of $10 million. If you have any questions, please consult your local AAA office or case management center.

Claim Size	Fee	Case Service Fee
$10 million and above	Base fee of $ 12,500 plus .01% of the amount of claim above $ 10 million. Filing fees capped at $65,000	$ 6,000

Fees are subject to increase if the amount of a claim or counterclaim is modified after the initial filing date. Fees are subject to decrease if the amount of a claim or counterclaim is modified before the first hearing.

The minimum fees for any case having three or more arbitrators are $2,750 for the filing fee, plus a $1,250 case service fee.

(ii) Refund Schedule

The AAA offers a refund schedule on filing fees. For cases with claims up to $75,000, a minimum filing fee of $300 will not be refunded. For all cases, a minimum fee of $500 will not be refunded. Subject to the minimum fee requirements, refunds will be calculated as follows:

»100% of the filing fee, above the minimum fee, will be refunded if the case is settled or withdrawn within five calendar days of filing.

»50% of the filing fee, in any case with filing fees in excess of $500, will be refunded if the case is settled or withdrawn between six and 30 calendar days of filing. Where the filing fee is $500, the refund will be $200.

»25% of the filing fee will be refunded if the case is settled or withdrawn between 31 and 60 calendar days of filing.

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Group Initials: /s/ KF

No refund will be made once an arbitrator has been appointed (this includes one arbitrator on a three-arbitrator panel). No refunds will be granted on awarded cases.

Note: The date of receipt of the demand for arbitration with the AAA will be used to calculate refunds of filing fees for both claims and counterclaims.

(iii) Hearing Room Rental

The fees described above do not cover the rental of hearing rooms. The AAA maintains hearing rooms in most offices for the convenience of the parties. Check with the AAA for availability and rates.

(iv) Abeyance Fee

Parties on cases held in abeyance for one year will be assessed an annual abeyance fee of $300. If a party refuses to pay the assessed fee, the other party or parties may pay the entire fee on behalf of all parties, otherwise the matter will be administratively closed.

(v) Expenses

All expenses of the arbitrator, including required travel and other expenses, and any AAA expenses, as well as the costs relating to proof and witnesses produced at the direction of the arbitrator, shall be borne equally by the parties.

For Disputes Proceeding Under the Supplementary Rules for Class Action Arbitration ("Supplementary Rules"):

The AAA's Administered Fee Schedule, as listed in Section 11 of the Supplementary Rules for Class Action Arbitration, shall apply to disputes proceeding under the Supplementary Rules.

Optional Rules for Emergency Measures of Protection

O-1. Applicability

Where parties by special agreement or in their arbitration clause have adopted these rules for emergency measures of protection, a party in need of emergency relief prior to the constitution of the panel shall notify the AAA and all other parties in writing of the nature of the relief sought and the reasons why such relief is required on an emergency basis. The application shall also set forth the reasons why the party is entitled to such relief. Such notice may be given by facsimile transmission, or other reliable means, but must include a statement certifying that all other parties have been notified or an explanation of the steps taken in good faith to notify other parties.

Provider Initials: /s/ AV
Group Initials: /s/ KF

O-2. Appointment of Emergency Arbitrator

Within one business day of receipt of notice as provided in Section O-1, the AAA shall appoint a single emergency arbitrator from a special AAA panel of emergency arbitrators designated to rule on emergency applications. The emergency arbitrator shall immediately disclose any circumstance likely, on the basis of the facts disclosed in the application, to affect such arbitrator's impartiality or independence. Any challenge to the appointment of the emergency arbitrator must be made within one business day of the communication by the AAA to the parties of the appointment of the emergency arbitrator and the circumstances disclosed.

O-3. Schedule

The emergency arbitrator shall as soon as possible, but in any event within two business days of appointment, establish a schedule for consideration of the application for emergency relief. Such schedule shall provide a reasonable opportunity to all parties to be heard, but may provide for proceeding by telephone conference or on written submissions as alternatives to a formal hearing.

O-4. Interim Award If after consideration the emergency arbitrator is satisfied that the party seeking the emergency relief has shown that immediate and irreparable loss or damage will result in the absence of emergency relief, and that such party is entitled to such relief, the emergency arbitrator may enter an interim award granting the relief and stating the reasons therefore.

O-5. Constitution of the Panel

Any application to modify an interim award of emergency relief must be based on changed circumstances and may be made to the emergency arbitrator until the panel is constituted; thereafter such a request shall be addressed to the panel. The emergency arbitrator shall have no further power to act after the panel is constituted unless the parties agree that the emergency arbitrator is named as a member of the panel.

O-6. Security

Any interim award of emergency relief may be conditioned on provision by the party seeking such relief of appropriate security.

O-7. Special Master

A request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. If the AAA is directed by a judicial authority to nominate a special master to consider and report on an application for emergency relief, the AAA shall proceed as provided in Section O-1 of this article and the references to the emergency arbitrator shall be read to mean the special master, except that the special master shall issue a report rather than an interim award.

O-8. Costs

The costs associated with applications for emergency relief shall be apportioned in the same manner as set forth in the Costs of Arbitration section.

Provider Initials: /s/ AV
Group Initials: /s/ KF

Employment Mediation Procedures

1. Agreement of Parties

Whenever, by provision in an employment dispute resolution program, or by separate submission, the parties have provided for mediation or conciliation of existing or future disputes under the auspices of the American Arbitration Association (hereinafter "AAA") or under these procedures, they shall be deemed to have made these procedures, as amended and in effect as of the date of the submission of the dispute, a part of their agreement.

2. Initiation of Mediation

Any party to an employment dispute may initiate mediation by filing with the AAA a submission to mediation or a written request for mediation pursuant to these procedures, together with the applicable administrative fee.

3. Request for Mediation

A request for mediation shall contain a brief statement of the nature of the dispute and the names, addresses, and telephone numbers of all parties to the dispute and those who will represent them, if any, in the mediation. The initiating party shall simultaneously file two copies of the request with the AAA and one copy with every other party to the dispute.

4. Appointment of Mediator

Upon receipt of a request for mediation, the AAA shall send simultaneously to each party to the dispute an identical list of five (unless the AAA decides that a different number is appropriate) names of qualified mediators. The parties are encouraged to agree to a mediator from the submitted list and to advise the AAA of their agreement. If the parties are unable to agree upon a mediator, each party to the dispute shall have 15 days from the transmittal date in which to strike names objected to, number the remaining names in order of preference, and return the list to the AAA. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of a mediator to serve. If the parties fail to agree on any of the persons named, or if acceptable mediators are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the AAA shall have the power to appoint a qualified mediator to serve.

If the agreement of the parties names a mediator or specifies a method of appointing a mediator, that designation or method shall be followed.

Provider Initials: /s/ AV
Group Initials: /s/ KF

5. Qualifications of Mediator

No person shall serve as a mediator in any dispute in which that person has any financial or personal interest in the result of the mediation, except by the written consent of all parties. Prior to accepting an appointment, the prospective mediator shall disclose any circumstance likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the AAA shall either replace the mediator or immediately communicate the information to the parties for their comments. In the event that the parties disagree as to whether the mediator shall serve, the AAA will appoint another mediator. The AAA is authorized to appoint another mediator if the appointed mediator is unable to serve promptly.

6. Vacancies

If any mediator shall become unwilling or unable to serve, the AAA will appoint another mediator, unless the parties agree otherwise.

7. Representation

Any party may be represented by a person of the party's choice. The names and addresses of such persons shall be communicated in writing to all parties and to the AAA.

8. Date, Time, and Place of Mediation

The mediator shall fix the date, time, and place of each mediation session. The mediation shall be held at the appropriate regional office of the AAA, or at any other convenient location agreeable to the mediator and the parties, as the mediator shall determine.

9. Identification of Matters in Dispute

At least 10 days prior to the first scheduled mediation session, each party shall provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, such memoranda may be mutually exchanged by the parties.

At the first session, the parties will be expected to produce all information reasonably required for the mediator to understand the issues presented. The mediator may require any party to supplement such information.

10. Authority of Mediator

The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the parties agree and assume the expenses of obtaining such advice.

Arrangements for obtaining such advice shall be made by the mediator or the parties, as the mediator shall determine.

Provider Initials: /s/ AV
Group Initials: /s/ KF

The mediator is authorized to end the mediation whenever, in the judgment of the mediator, further efforts at mediation would not contribute to a resolution of the dispute between the parties.

11. Privacy

Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator.

12. Confidentiality

Confidential information disclosed to a mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by a mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.

The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding:

a. views expressed or suggestions made by another party with respect to a possible settlement of the dispute;

b. admissions made by another party in the course of the mediation proceedings;

c. proposals made or views expressed by the mediator; or

d. the fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

13. No Stenographic Record

There shall be no stenographic record of the mediation process.

14. Termination of Mediation

The mediation shall be terminated:

a. by the execution of a settlement agreement by the parties;

b. by a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or

c. by a written declaration of a party or parties to the effect that the mediation proceedings are terminated.

Provider Initials: /s/ AV
Group Initials: /s/ KF

15. Exclusion of Liability

Neither the AAA nor any mediator is a necessary party in judicial proceedings relating to the mediation.

Neither the AAA nor any mediator shall be liable to any party for any act or omission in connection with any mediation conducted under these procedures.

16. Interpretation and Application of Procedures

The mediator shall interpret and apply these procedures insofar as they relate to the mediator's duties and responsibilities. All other procedures shall be interpreted and applied by the AAA.

17. Expenses

The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator and representatives of the AAA, and the expenses of any witness and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties unless they agree otherwise.

Mediation Fee Schedule

The nonrefundable case set-up fee is $325 per party. In addition, the parties are responsible for compensating the mediator at his or her published rate, for conference and study time (hourly or per diem).

All expenses are generally borne equally by the parties. The parties may adjust this arrangement by agreement.

Before the commencement of the mediation, the AAA shall estimate anticipated total expenses. Each party shall pay its portion of that amount as per the agreed upon arrangement. When the mediation has terminated, the AAA shall render an accounting and return any unexpendable balance to the parties.

Provider Initials: /s/ AV
Group Initials: /s/ KF

Exhibit 10.17

STOCK OPTION AGREEMENT

THIS STOCK OPTION AGREEMENT (this "**Agreement**"), dated as of March 28, 2014, is by and between **Warren Hosseinion, M.D.**, a physician whose address is _____ ("**Shareholder**"), and **Apollo Medical Holdings, Inc.**, a Delaware corporation whose address is 700 N. Brand Blvd. Suite 220, Glendale, CA 91203 ("**Apollo**").

BACKGROUND STATEMENT

Concurrently with the execution of this Agreement, Shareholder is entering into (i) an Amended and Restated Hospitalist Participation Service Agreement with ApolloMed Hospitalists, A Medical Corporation, a California professional corporation and an Affiliate of Apollo, and (ii) an Employment Agreement with Apollo Medical Management, Inc., a California corporation and an Affiliate of Apollo (collectively, the "**Service Agreements**"), pursuant to which Shareholder will receive compensation for services performed by Shareholder on behalf of Apollo and its Affiliates. It is a condition of Apollo's causing its Affiliates to enter into the Service Agreements that Shareholder enter into this Agreement.

STATEMENT OF AGREEMENT

The parties agree as follows:

1.1 **Definitions**. Unless otherwise defined herein, capitalized terms used herein shall have the meanings set forth in **Appendix A** to this Agreement.

1.2 **Stock Option**. Shareholder hereby grants Apollo the option to purchase all Apollo Equity held by such Shareholder and his Family Members for Fair Market Value in the event (i) any Service Agreement is terminated by Apollo for cause due to a material act of willful or intentional misconduct or willful or intentional breach by Shareholder, (ii) Shareholder commits fraud or any felony against Apollo or any of its Affiliates, (iii) Shareholder directly or indirectly solicits any patients, customers, clients, employees, agents or independent contractors of Apollo or any of its Affiliates for competitive purposes or (iv) Shareholder directly or indirectly Competes with Apollo or any of its Affiliates (each, a "**Purchase Event**"). Apollo may exercise such purchase option at any time after the occurrence of a Purchase Event by giving written notice to Shareholder. Upon exercise, Shareholder shall, and shall cause his Family Members to, sell all Apollo Equity held by such Person to Apollo. The purchase price for such Apollo Equity shall be the Fair Market Value of such Apollo Equity as of the date the Purchase Event occurred. The sale of such Apollo Equity shall close within 30 business days after the Fair Market Value of such Apollo Equity is finally determined, and the purchase price shall be paid in full in cash at closing. At closing, Shareholder and his Family Members shall assign and transfer their Apollo Equity to Apollo free and clear of all liens, encumbrances and adverse claims The rights provided under this Agreement are in addition to any and all other remedies available to Apollo and its Affiliates at law or in equity upon the occurrence of a Purchase Event. For purposes of this Agreement, "**Compete**" means that Shareholder, directly or indirectly through any Affiliate, (i) acts as manager, employee, independent contractor, consultant, director, officer, agent, investor, lender, owner or similar capacity of, or has an interest in or a financial relationship with, any Person that competes with Apollo or any of its Affiliates within a 25-mile radius around any location where Apollo or any of its Affiliates provides services or otherwise conducts business (the **"Territory**"), or (ii) solicits for competitive purposes any patients, customers, clients, network providers, employees, agents or independent contractors of Apollo or any of its Affiliates. Notwithstanding the foregoing, Shareholder shall not be deemed to Compete if his activity in the Territory consists solely of practicing medicine without any managerial or administrative duties.

1.3 **Notices**. Any notices required or permitted to be given under this Agreement shall be given in and shall be deemed to be given (i) if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, on the third business day following mailing or (ii) if deposited with a commercial overnight delivery service, on the day following deposit. Notice shall be addressed to the recipient at the address set forth above.

1.4 **Counterparts**. This Agreement may be executed simultaneously in counterparts each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Signatures transmitted by facsimile transmission shall be deemed originals for this purpose.

1.5 **Severability**. If any provision contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein, except as otherwise expressly provided in this Agreement. The parties hereto agree that if a court determines that any of the covenants contained herein is unreasonable, void or invalid for any reason whatsoever, then such covenant shall be modified as the court, or jury if applicable, shall determine to be fair and reasonable.

1.6 **Amendments; Waivers**. No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by the party against whom the operation of such amendment, modification, or waiver is sought to the enforced. No delay in the exercise of any right shall be deemed a waiver thereof, and no waiver of a right or remedy in a particular instance shall constitute a waiver of such right or remedy generally. In addition, this Agreement shall not be amended, terminated, supplemented or superseded without the consent of NNA of Nevada, Inc., a Nevada corporation ("**NNA**"), so long as any loans made by NNA to Apollo are outstanding or NNA has any lending commitment to Apollo.

1.7 **Assignment**. Shareholder shall not assign this Agreement or any of its rights or obligations under this Agreement. For the avoidance of doubt, Apollo shall have the right to assign this Agreement in connection with a transfer of all or substantially all of Apollo's business, whether by sale, merger, foreclosure or otherwise.

1.8 **Governing Law**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Shareholder and Apollo duly executed this Agreement as of the day and year first above written.

Apollo Medical Holdings, Inc.

By: /s/ Kyle Francis

Name: Kyle Francis

Title: Chief Financial Officer

/s/ Warren Hosseinion

Name: Warren Hosseinion, M.D.

Appendix A

"**Affiliate**" means, as to any Person, (i) any other Person which directly, or indirectly through one or more intermediaries, controls such Person or is consolidated with such Person in accordance with GAAP, (ii) any other Person which directly, or indirectly through one or more intermediaries, is controlled by or is under common control with such Person, (iii) any other Person of which such Person owns, directly or indirectly, 5% or more of any class of equity interests or (iv) any Family Member or any Affiliate of a Family Member of such Person. As used herein, the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or otherwise.

"**Apollo Equity**" means all shares, interests or equivalents in capital stock (whether voting or nonvoting, and whether common or preferred) of Apollo, any evidences of indebtedness, shares of capital stock or other securities that are convertible into or exchangeable for capital stock of Apollo, and any and all options, warrants or other securities or rights to subscribe for, purchase or otherwise acquire shares of capital stock of Apollo or any of the foregoing, in each case whether or not immediately exercisable.

"**Fair Market Value**" means, with respect to the Apollo Equity, the fair market value of the Apollo Equity, which shall be determined as follows: for a period of 15 business days after Apollo's exercise of its stock option as set forth in **Section 1.2** of this Agreement, Shareholder and Apollo shall negotiate in good faith regarding the fair market value of the Apollo Equity to be sold. If Shareholder and Apollo agree on the fair market value, then such agreed fair market value shall be the Fair Market Value for purposes of such transaction. If Shareholder and Apollo are unable to agree on such fair market value within such 15-business day period, then, at the election of either Shareholder or Apollo, Shareholder and Apollo each shall select a reputable appraiser to determine the fair market value of the Apollo Equity by giving written notice of such selection to the other party (and any failure to make such selection within 10 business days shall be deemed an irrevocable waiver of the right to do so and the single expert appointed by the other Person shall make all determinations of the valuation experts hereunder). The appraiser(s) shall be instructed to submit their reports within 60 business days after selection. The parties and the appraiser(s) shall coordinate the submission of data and information to the appraiser(s) so that all appraiser(s) and all parties receive the same package of information and proposals, and no party or other person shall submit any information, whether oral or written, to any single appraiser without simultaneously submitting it to all appraisers and to the other party. If the difference between the value of the Apollo Equity as determined by the two appraisers is less than or equal to 10% of the higher of the two appraisals, the value of the Apollo Equity shall equal the sum of the values determined by each appraiser, divided by two. If such difference is more than 10% of the higher of the two appraisals, then, within 20 business days of the completion of both appraisals, the two appraisers shall select a third appraiser for the purpose of making a final determination of the value of the Apollo Equity. The third appraiser shall be provided copies of the two existing appraisals and all supporting documents submitted by the parties to the appraisers, and the third appraiser shall be instructed to submit its appraisal report within 60 business days of appointment, and such report shall be binding upon Shareholder and Apollo. Shareholder shall pay the expenses of the expert selected by it and, if applicable, 50% of the expenses of the third expert, and Apollo will pay the expenses of the expert selected by it and, if applicable, 50% of the expenses of the third expert.

"Family Members" means an individual's spouse, any issue, spouse of issue and any Affiliate of such individual.

"**Person**" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization.

Exhibit 10.18

STOCK OPTION AGREEMENT

THIS STOCK OPTION AGREEMENT (this "**Agreement**"), dated as of March 28, 2014, is by and between**Adrian C. Vazquez, M.D.**, a physician whose address is _____ ("**Shareholder**"), and **Apollo Medical Holdings, Inc.**, a Delaware corporation whose address is 700 N. Brand Blvd. Suite 220, Glendale, CA 91203 ("**Apollo**").

BACKGROUND STATEMENT

Concurrently with the execution of this Agreement, Shareholder is entering into (i) an Amended and Restated Hospitalist Participation Service Agreement with ApolloMed Hospitalists, A Medical Corporation, a California professional corporation and an Affiliate of Apollo, and (ii) an Employment Agreement with Apollo Medical Management, Inc., a California corporation and an Affiliate of Apollo (collectively, the "**Service Agreements**"), pursuant to which Shareholder will receive compensation for services performed by Shareholder on behalf of Apollo and its Affiliates. It is a condition of Apollo's causing its Affiliates to enter into the Service Agreements that Shareholder enter into this Agreement.

STATEMENT OF AGREEMENT

The parties agree as follows:

1.1 **Definitions**. Unless otherwise defined herein, capitalized terms used herein shall have the meanings set forth in**Appendix A** to this Agreement.

1.2 **Stock Option**. Shareholder hereby grants Apollo the option to purchase all Apollo Equity held by such Shareholder and his Family Members for Fair Market Value in the event (i) any Service Agreement is terminated by Apollo for cause due to a material act of willful or intentional misconduct or willful or intentional breach by Shareholder, (ii) Shareholder commits fraud or any felony against Apollo or any of its Affiliates, (iii) Shareholder directly or indirectly solicits any patients, customers, clients, employees, agents or independent contractors of Apollo or any of its Affiliates for competitive purposes or (iv) Shareholder directly or indirectly Competes with Apollo or any of its Affiliates (each, a "**Purchase Event**"). Apollo may exercise such purchase option at any time after the occurrence of a Purchase Event by giving written notice to Shareholder. Upon exercise, Shareholder shall, and shall cause his Family Members to, sell all Apollo Equity held by such Person to Apollo. The purchase price for such Apollo Equity shall be the Fair Market Value of such Apollo Equity as of the date the Purchase Event occurred. The sale of such Apollo Equity shall close within 30 business days after the Fair Market Value of such Apollo Equity is finally determined, and the purchase price shall be paid in full in cash at closing. At closing, Shareholder and his Family Members shall assign and transfer their Apollo Equity to Apollo free and clear of all liens, encumbrances and adverse claims The rights provided under this Agreement are in addition to any and all other remedies available to Apollo and its Affiliates at law or in equity upon the occurrence of a Purchase Event. For purposes of this Agreement, "**Compete**" means that Shareholder, directly or indirectly through any Affiliate, (i) acts as manager, employee, independent contractor, consultant, director, officer, agent, investor, lender, owner or similar capacity of, or has an interest in or a financial relationship with, any Person that competes with Apollo or any of its Affiliates within a 25-mile radius around any location where Apollo or any of its Affiliates provides services or otherwise conducts business (the **"Territory**"), or (ii) solicits for competitive purposes any patients, customers, clients, network providers, employees, agents or independent contractors of Apollo or any of its Affiliates. Notwithstanding the foregoing, Shareholder shall not be deemed to Compete if his activity in the Territory consists solely of practicing medicine without any managerial or administrative duties.

1.3 **Notices**. Any notices required or permitted to be given under this Agreement shall be given in and shall be deemed to be given (i) if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, on the third business day following mailing or (ii) if deposited with a commercial overnight delivery service, on the day following deposit. Notice shall be addressed to the recipient at the address set forth above.

1.4 **Counterparts**. This Agreement may be executed simultaneously in counterparts each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Signatures transmitted by facsimile transmission shall be deemed originals for this purpose.

1.5 **Severability**. If any provision contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein, except as otherwise expressly provided in this Agreement. The parties hereto agree that if a court determines that any of the covenants contained herein is unreasonable, void or invalid for any reason whatsoever, then such covenant shall be modified as the court, or jury if applicable, shall determine to be fair and reasonable.

1.6 **Amendments; Waivers**. No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by the party against whom the operation of such amendment, modification, or waiver is sought to the enforced. No delay in the exercise of any right shall be deemed a waiver thereof, and no waiver of a right or remedy in a particular instance shall constitute a waiver of such right or remedy generally. In addition, this Agreement shall not be amended, terminated, supplemented or superseded without the consent of NNA of Nevada, Inc., a Nevada corporation ("**NNA**"), so long as any loans made by NNA to Apollo are outstanding or NNA has any lending commitment to Apollo.

1.7 **Assignment**. Shareholder shall not assign this Agreement or any of its rights or obligations under this Agreement. For the avoidance of doubt, Apollo shall have the right to assign this Agreement in connection with a transfer of all or substantially all of Apollo's business, whether by sale, merger, foreclosure or otherwise.

1.8 **Governing Law**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Shareholder and Apollo duly executed this Agreement as of the day and year first above written.

Apollo Medical Holdings, Inc.

By: /s/ Kyle Francis

Name: Kyle Francis

Title: Chief Financial Officer

/s/ Adrian C. Vazquez

Name: Adrian C. Vazquez, M.D.

Appendix A

"**Affiliate**" means, as to any Person, (i) any other Person which directly, or indirectly through one or more intermediaries, controls such Person or is consolidated with such Person in accordance with GAAP, (ii) any other Person which directly, or indirectly through one or more intermediaries, is controlled by or is under common control with such Person, (iii) any other Person of which such Person owns, directly or indirectly, 5% or more of any class of equity interests or (iv) any Family Member or any Affiliate of a Family Member of such Person. As used herein, the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or otherwise.

"**Apollo Equity**" means all shares, interests or equivalents in capital stock (whether voting or nonvoting, and whether common or preferred) of Apollo, any evidences of indebtedness, shares of capital stock or other securities that are convertible into or exchangeable for capital stock of Apollo, and any and all options, warrants or other securities or rights to subscribe for, purchase or otherwise acquire shares of capital stock of Apollo or any of the foregoing, in each case whether or not immediately exercisable.

"**Fair Market Value**" means, with respect to the Apollo Equity, the fair market value of the Apollo Equity, which shall be determined as follows: for a period of 15 business days after Apollo's exercise of its stock option as set forth in **Section 1.2** of this Agreement, Shareholder and Apollo shall negotiate in good faith regarding the fair market value of the Apollo Equity to be sold. If Shareholder and Apollo agree on the fair market value, then such agreed fair market value shall be the Fair Market Value for purposes of such transaction. If Shareholder and Apollo are unable to agree on such fair market value within such 15-business day period, then, at the election of either Shareholder or Apollo, Shareholder and Apollo each shall select a reputable appraiser to determine the fair market value of the Apollo Equity by giving written notice of such selection to the other party (and any failure to make such selection within 10 business days shall be deemed an irrevocable waiver of the right to do so and the single expert appointed by the other Person shall make all determinations of the valuation experts hereunder). The appraiser(s) shall be instructed to submit their reports within 60 business days after selection. The parties and the appraiser(s) shall coordinate the submission of data and information to the appraiser(s) so that all appraiser(s) and all parties receive the same package of information and proposals, and no party or other person shall submit any information, whether oral or written, to any single appraiser without simultaneously submitting it to all appraisers and to the other party. If the difference between the value of the Apollo Equity as determined by the two appraisers is less than or equal to 10% of the higher of the two appraisals, the value of the Apollo Equity shall equal the sum of the values determined by each appraiser, divided by two. If such difference is more than 10% of the higher of the two appraisals, then, within 20 business days of the completion of both appraisals, the two appraisers shall select a third appraiser for the purpose of making a final determination of the value of the Apollo Equity. The third appraiser shall be provided copies of the two existing appraisals and all supporting documents submitted by the parties to the appraisers, and the third appraiser shall be instructed to submit its appraisal report within 60 business days of appointment, and such report shall be binding upon Shareholder and Apollo. Shareholder shall pay the expenses of the expert selected by it and, if applicable, 50% of the expenses of the third expert, and Apollo will pay the expenses of the expert selected by it and, if applicable, 50% of the expenses of the third expert.

"Family Members" means an individual's spouse, any issue, spouse of issue and any Affiliate of such individual.

"**Person**" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization.

Exhibit 10.19

AMENDED AND RESTATED MANAGEMENT SERVICES AGREEMENT

THIS AMENDED AND RESTATED MANAGEMENT SERVICES AGREEMENT (as amended in accordance with the terms hereof, this "**Agreement**"), dated as of March 28, 2014 (the "**Effective Date**"), is by and between **Apollo Medical Management, Inc.**, a Delaware corporation ("**Manager**"), and **ApolloMed Care Clinic, A Professional Corporation**, a California professional corporation ("**Practice**").

BACKGROUND STATEMENT

Practice provides professional medical services in California and desires to retain Manager to provide management services as provided herein. The parties to this Agreement originally entered into a management services agreement effective July 31, 2013, and now desire to amend and restate the original management services agreement pursuant to the terms below.

STATEMENT OF AGREEMENT

The parties agree as follows:

1. DEFINITIONS. Capitalized terms used herein shall have the meanings set forth in **Appendix A** to this Agreement.

2. APPOINTMENT AND AUTHORITY OF MANAGER

2.1 Appointment and Authority. Practice hereby appoints Manager as its sole and exclusive agent for the management of Practice, subject to the limits set forth in **Section 2.2**, and Manager hereby accepts such appointment, subject at all times to the provisions of this Agreement. Practice acknowledges that Manager shall have the right to provide certain of such services through one or more Affiliated subcontractors (each, a "**Subcontractor**"), provided that Manager shall remain responsible for any work performed by a Subcontractor, and each Subcontractor shall be an express third party beneficiary of the limitations on liability set forth herein as to Manager.

2 . 2 Limits on Manager Authority. Practice shall have the sole and complete authority, responsibility, supervision and control over all diagnoses, treatments, procedures, and other health care services provided by it. Manager shall not be, or be deemed to be, a partner of Practice or engaged in the practice of medicine, and Manager shall not interfere in any manner whatsoever with the exercise of the professional judgment of Practice or the Physicians, or have any authority to perform any act which may only be performed by an individual licensed to practice medicine in the State. Furthermore, Manager acknowledges and agrees that Practice may only be governed and managed by individuals licensed to practice medicine (an "**Authorized Person**") and, notwithstanding any other term herein to the contrary, Manager shall not commit any act, nor exercise any power or authority hereunder, that may only be committed or exercised by an Authorized Person. To the extent that any act or service herein required of Manager should be construed by a court or regulatory body to constitute the practice of medicine, the requirement to perform that act or service by Manager shall be deemed waived and unenforceable. Neither Practice nor Manager has knowledge that the terms of this Agreement or any relationship among Practice, Owners, Manager and/or the Physicians violate any law relating to fee splitting and/or the corporate practice of medicine. Each of Practice and Manager accordingly agrees that it will not sue, claim, aver, allege or assert that this Agreement or any relationship among Practice, Owners, Manager and/or the Physicians violates any law relating to fee splitting and/or the corporate practice of medicine.

2.3 **Manager Recommendations**. Practice shall consider and respond to, promptly and in good faith, all recommendations of Manager, and Practice agrees not to take any actions which will unreasonably interfere with or expand the duties or financial obligations of Manager hereunder without the prior approval of Manager.

3. **COVENANTS AND RESPONSIBILITIES OF MANAGER**. During the Term, Manager shall have the following obligations.

3.1 **Practice Development**. With Practice's assistance, Manager shall periodically develop and implement business plans, marketing plans and other strategic initiatives for the growth and improvement of Practice's business and service lines. To the extent that any expansion plans involve expansion, renovation, or development of additional office space, Manager shall also provide project development services consisting of site visits to determine the feasibility of potential sites, development of preliminary plans to assess whether programmatic requirements are met by the space(s) under consideration, coordination of leasing negotiations and the architectural, engineering and other consultants necessary to produce lease and contract documents, bidding of the contract documents, coordinating the work of the general contractor, ordering all equipment, furnishings and fixtures to be furnished by Manager and arranging for delivery and installation of same, and managing the start-up of new locations.

3.2 **Contract Negotiation**. To the extent permitted by applicable law, Manager will consult with and advise Practice on, and will negotiate, all contractual arrangements that are necessary or advisable for Practice's business.

3.3 **Quality Assistance**. Manager shall provide support for the development of Practice's overall peer review, quality assurance, coding education and compliance programs. Manager may share utilization review data, quality assurance data, cost data, outcomes data, and other data of Practice with third party payors for the purpose of obtaining or maintaining third party payor contracts, with financial analysts and underwriters and with other unrelated parties; provided that any disclosure outside of Manager for any purpose unrelated to third party payor contracting shall not identify any patient or Physician by name without Practice's consent. In addition, Manager may aggregate Practice data with similar data from similar operations owned or managed by Manager and its Affiliates and may share and use such aggregated data for any purpose so long as such data does not identify any patient or Physician by name.

3.4 **Non-Physician Personnel**. Other than any non-physician personnel required to be employed by Practice as required by Medicare claims processing or other similar requirements, Manager shall provide, either directly or through a Subcontract, all non-physician personnel ("**Support Personnel**") for Practice. Manager or Subcontractor, as applicable, shall have the responsibility for determining and paying compensation, providing benefits, and making any withholdings required by applicable law, including any required withholdings for income tax, unemployment insurance, and social security, for Support Personnel hired by either of them.

3 . 5 **Physician Relationships.** Manager shall oversee and provide services in connection with Practice's relationships with its Physicians, including payroll processing, the design and negotiation of physician recruitment programs and employment agreements, and benefit plan design and management.

3.6 **Premises and Office Assets.** Manager shall make available for use by Practice such Premises as the parties shall mutually agree are appropriate for Practice's business. Manager shall also provide all utilities, office services, medical and nonmedical equipment, computer systems and software, fixtures, office supplies, furniture and furnishings reasonably necessary for the operation of Practice. Manager shall be responsible for all necessary repairs and maintenance of the assets comprising the office space, consistent with Manager's responsibilities under the terms of applicable leases, and subject to normal wear and tear. All such assets shall at all times remain the sole and exclusive property of Manager and shall remain at the Premises. Concurrently with the execution of this Agreement, in exchange for a fair market value purchase price, Practice shall (i) transfer all personal property (other than cash) of Practice to Manager in exchange for fair market value of the assets, in order to allow Manager to fulfill its obligations hereunder, except to the extent any such property is required by applicable law to be held by Practice, and (ii) transfer all of Practice's cash to the Practice Account. Notwithstanding anything contained in this Section to the contrary, Practice will not transfer to Manager and Practice will continue to own all medical records, pharmaceuticals, physician contracts, and other such professional assets.

3 . 7 **Supplies**. Manager shall provide all of the medical, office and other supplies reasonably necessary to operate Practice's business;*provided, however*, that Manager shall only assist Practice in obtaining Practice Medical Supplies to the extent such supplies are required by applicable law to be obtained by Practice. The supplies shall at all times remain the sole and exclusive property of Manager and shall remain at the Premises.

3 . 8 **Licenses and Permits**. Manager shall provide support, with the assistance and cooperation of Practice, in connection with Practice's obtaining and maintaining the licenses, permits, and Medicare and Medicaid provider numbers.

3.9 **Accounting.** Manager will perform the bookkeeping and accounting functions for Practice.

3.10 **Insurance**. Manager will facilitate the procurement of contracts of insurance with insurance providers including: (i) commercial general liability insurance in an amount not less than Three Million Dollars ($3,000,000), with a deductible of $25,000, (ii) professional liability insurance in an amount not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in annual aggregate, with a deductible of $25,000, (iii) directors and officers insurance in an amount not less than Three Million Dollars ($3,000,000), with a deductible of $25,000, (iii) errors and omissions insurance in an amount not less than Three Million Dollars ($3,000,000), with a deductible of $25,000, and (iv) workers compensation coverage in such amounts and on such terms as required by law.

3.11 **Disclaimers**. MANAGER MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS (A) THAT THE SERVICES PROVIDED BY MANAGER WILL RESULT IN ANY PARTICULAR AMOUNT OR LEVEL OF SERVICES OR INCOME TO PRACTICE, (B) WITH RESPECT TO THE WORK TO BE PERFORMED BY ARCHITECTS, ENGINEERS, CONSULTANTS AND CONTRACTORS PROVIDING SERVICES TO ANY PREMISES OR (C) WITH RESPECT TO THE PREMISES, THE EQUIPMENT, THE SUPPLIES OR THIRD-PARTY SOFTWARE, INCLUDING WITHOUT LIMITATION, THE DESIGN OR CONDITION THEREOF, THEIR MERCHANTABILITY, FITNESS, CAPACITY, QUALITY, DURABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THEIR MATERIAL OR WORKMANSHIP OR THEIR CONFORMITY TO ANY SPECIFICATIONS, AND MANAGER HEREBY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS. To the extent that Manager's affiliates provide any goods and services to Practice, Practice shall rely exclusively on the warranties provided by such affiliates.

4. **COVENANTS AND RESPONSIBILITIES OF PRACTICE**. During the Term, Practice shall have the following obligations.

4.1 **Licensure**. With Manager's assistance, Practice shall hold, and shall cause all Physicians to hold, the licenses, permits, and Medicare and Medicaid provider numbers required or appropriate in connection with the operation of Practice in compliance with all applicable state and federal laws, rules, and regulations. Practice shall provide prompt notice to Manager of any threatened or actual termination or suspension of any governmental authorization, or any event or condition that may lead to a termination of suspension of any governmental authorization, as soon as reasonably practicable after obtaining knowledge thereof. Practice shall use commercially reasonable efforts to administer and follow the duly adopted policies and procedures applicable to Practice.

4.2 **Services**. Practice shall be solely responsible for the supervision and performance by the Physicians of professional services and related personnel matters.

4.3 **Physician Compensation**. Practice shall be responsible for paying compensation to, and providing any applicable benefits (including malpractice insurance) for, all Physicians, including making any withholdings for income tax, unemployment insurance, and social security to the extent required under applicable law and, in all cases, in a manner consistent with the terms of the Professional Services Agreements and the budgets for Practice provided by Manager from time to time. Practice shall also pay all physician fringe benefits and payments required under the Professional Services Agreements.

4.4 **Professional Standards**. During the Term, Practice shall immediately notify Manager in writing upon becoming aware that any Physician does not meet the following qualifications and shall not knowingly permit any Physician who does not meet such qualifications to provide professional services on behalf of Practice unless approved in writing by Manager: (a) each Physician shall at all times have a valid and unrestricted license to practice medicine in the State that has never been suspended, revoked or otherwise restricted or terminated, shall have complied with all continuing medical education requirements imposed by State law, shall be in good standing with the Medical Board of the State, and shall have appropriate board and other certifications required to render services on behalf of Practice; (b) each Physician shall possess a valid DEA registration and state controlled substance registration certificate; (c) each Physician shall be covered by the malpractice insurance required for Practice hereunder; (d) each Physician shall have privileges at one or more hospitals designated by Practice; (e) each Physician shall be qualified and enrolled to provide reimbursable services under Medicare, Medicaid and each other applicable federal and state health care program and third party payor program in which Practice participates, and no Physician shall have been suspended, excluded, debarred or otherwise not permitted to continue to participate in the Medicaid and/or Medicare programs or any other applicable federal or state health care or third party payor program; and (f) no Physician shall be or shall have been indicted or convicted of, or plead guilty to (including a plea of *nolo contendere*), an offense related to health care, billing and/or submission of claims, or a felony or misdemeanor involving moral turpitude.

4.5 **Quality Assurance**. Practice shall cooperate with Manager to maintain a peer review, quality assurance, coding education and compliance programs pursuant to which Practice shall monitor and evaluate the consistency, quality, cost effectiveness and medical necessity of professional services provided by Physicians to ensure that such care meets currently accepted standards of medical competence and is in accordance with currently approved methods and practices in the medical profession.

4.6 **Non-Physician Staff**. Practice shall advise Manager with respect to the selection, retention, employment, training and termination of all Support Personnel provided by Manager. Practice shall provide appropriate professional training, supervision and direction to all Support Personnel providing medical care to, and the coding of medical procedures provided to, patients.

4.7 **Medical Records**. Practice shall require Physicians to complete all medical records for professional services provided by Practice promptly and in accordance with applicable laws and regulations and third party payor requirements. All medical records shall at all times remain Practice's property; *provided*, that Manager shall provide the staff to manage the medical records department and Practice shall provide Manager with access to and copies of such records as reasonably necessary for Manager to perform its obligations under this Agreement. Notwithstanding the foregoing, no patient records will be made available without the written consent of the patient if required by law. Practice shall provide Manager with copies of all Explanation of Benefit forms received by Practice from payors, to allow Manager to reconcile payments against accounts receivable and otherwise perform Manager's obligations under this Agreement.

4.8 **Medical Supplies**. Practice shall obtain and stock all Practice Medical Supplies. Whenever practicable, permissible under applicable law, and cost and quality competitive, Practice shall utilize any Manager group purchasing programs and formularies.

4.9 **Equipment**. Practice shall advise Manager of any equipment required to maintain the Premises in a manner suitable to provide services to Practice's patients and clients. Practice agrees to use the equipment solely for the purposes for appropriate medical purposes and not for any illegal purpose.

4.10 **Practice's Obligations with respect to Premises**. Practice shall not make any alterations to the Premises without the prior written approval of Manager. Practice shall promptly remove, upon request by Manager, any alteration made to the Premises without Manager's written consent. Upon expiration or earlier termination of this Agreement, all permitted alterations to the Premises improvements shall become the property of the party entitled thereto under the applicable lease. Practice shall observe faithfully and comply strictly with any rules and regulations that Manager may from time to time reasonably adopt for the safety, operations, care and cleanliness of the Premises or the preservation of good order therein. Practice shall not commit, or permit any Physician to commit, any act or omission which breaches any obligations under any applicable lease.

4.11 **Preservation of Practice Assets; Exclusivity of Practice**.

4.11.1 **Governing Documents and Contracts**. Practice shall remain legally organized and authorized to provide physician services in a manner consistent with applicable law. During the Term, except as necessary to comply with applicable law, Practice and Owners shall not incur any indebtedness for borrowed money without Manager's consent, which is not be unreasonably withheld or delayed.

4.11.2 **Physician Non-Solicitation Covenants**. At all times during the term of this Agreement, Practice shall cause each Physician to agree that such Physician shall not directly or indirectly (i) use trade secrets of Practice to solicit any patients, customers or clients of Practice or (ii) solicit any employees, agents or independent contractors of Practice, in each case during such physician's employment or contractual relationship with, and/or ownership of equity in, Practice and for two (2) years thereafter. Manager is hereby designated as an express third party beneficiary of such covenants with full rights, to the extent permitted by law, to enforce such provisions at its election by injunctive relief and by specific performance or by pursuing monetary damages, such relief to be without the necessity of posting a bond, cash or other security. In the event of a Physician's non-compliance with his/her non-solicitation covenants, Practice shall exercise reasonable efforts to enforce such covenants.

4.11.3 **Exclusivity of Practice.** As a material inducement for Manager to enter into this Agreement, Practice agrees that during the Term of this Agreement and for a period of two (2) years after termination or expiration of this Agreement, Practice will not engage any party other than Manager to provide management, billing and collection, staffing, real estate and property or other services similar to any of those provided by Manager hereunder.

4.11.4 **Reasonableness of Covenants**. Practice acknowledges that Manager has expended, and will continue to expend, significant resources, and has undertaken significant obligations, and will continue to incur significant obligations, to be in a position to perform its obligations under this Agreement. Practice agrees that any actions or omissions of Practice in breach of the covenants set forth in this **Section 4.11** could materially impact Practice's ability to comply with its obligations hereunder, which could cause Manager's business to suffer a material adverse effect. In consideration of the foregoing, Practice acknowledges and agrees that the covenants set forth in this **Section 4.11** are reasonable and necessary to protect Manager's legitimate business interests.

4.12 **Nondisclosure of Confidential Information**. Practice acknowledges and agrees that during the Term hereof, it shall have access to Confidential Information and other proprietary information of Manager relating to the operation and management of physician practices, which information Practice acknowledges and agrees is confidential. Practice shall not, and its members, employees, Physicians, agents and Affiliates of the foregoing shall not, except as may be required by any lawful subpoena, court order or legal process, at any time without Manager's prior written consent: (i) disclose any such information to any third party, or (ii) reproduce or utilize any such information in furtherance of any business venture other than the business of Practice. If Practice or a Physician is required by lawful subpoena, court order, or legal process to disclose any Confidential Information or other proprietary information of Manager, Practice shall provide sufficient notice thereof to Manager to enable Manager to seek a protective order or other appropriate legal or equitable remedy to prevent such disclosure.

4.13 **Nonsolicitation of Employees**. Practice agrees that Manager has invested, and will continue to invest, substantial time and effort in assembling and training Manager's present staff and personnel. Accordingly, throughout the Term and for a period of two (2) years after termination of this Agreement for any reason Practice and its Affiliates shall not, at any time, directly or indirectly solicit, encourage, entice or induce for employment any employee of Manager (including any employee hired by Manager after the date hereof or after the termination hereof) or take any action which results in the termination of employment or other arrangements between Manager and an employee thereof or otherwise interferes with such employment.

4.14 **Remedies**. Practice acknowledges that the restrictions in **Sections 4.12** and **4.13** are reasonable and necessary to protect the legitimate interests of Manager and that any violation would result in irreparable injury to such party. All remedies available to Manager for breach of the provisions of **Sections 4.12** and **4.13** are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of the other remedies. Manager shall have, and may pursue, all remedies at law and in equity, and without limiting the generality of the foregoing, may sue for injunctive relief (without having to prove actual damages or immediate or irreparable harm or to post a bond) and damages including disgorgement of profits. If a court holds that the duration and/or scope of the restrictions set forth in **Sections 4.12** and **4.13** are unreasonable, then, to the extent permitted by law, the court may prescribe a duration and/or scope that is reasonable, and the parties agree to accept such determination subject to their rights of appeal. If Practice violates a restriction set forth in **Section 4.12** or **4.13**, then the time period applicable to Practice shall be extended for a period of time equal to the period during which said violation or violations occurred, but such extension of time shall not otherwise limit Manager's remedies for breach. If Manager seeks injunctive relief from said violation in court, then the running of the restrictive covenant period shall be suspended during the pendency of said proceeding, including all appeals by such party. This suspension shall cease upon the entry of a final judgment in the matter. The existence of any claim or cause of action by Practice against Manager, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Practice of the foregoing. Manager shall be entitled to reimbursement from Practice for its costs and fees, including reasonable attorneys' fees, associated with any litigation entered into to enforce **Sections 4.12** and **4.13** if Manager prevails in any such enforcement action.

4.15 **Survival**. The provisions of **Sections 4.12** through **4.14** shall survive the termination or expiration of this Agreement for a period of two (2) years thereafter (or longer if expressly so provided).

4.16 **DISCLAIMER OF LIABILITY**. Practice hereby acknowledges and agrees that Manager shall not be liable to Practice or any Physician for any consequential, special, punitive or incidental liability, loss or damage caused or alleged to be caused directly or indirectly through any action or inaction on the part of Manager hereunder or otherwise, including without limitation, by any defect or deficiency in the development, construction or manufacture of the Premises, any equipment or any supplies, whether based upon breach of contract or warranty, negligence or other legal theory.

5. FINANCIAL ARRANGEMENT.

5.1 Fiscal Matters.

5.1.1 Billing and Collection.

(a) Practice shall provide to Manager and shall maintain accurate, legible, complete, proper and timely documentation of all services and related information required for billing purposes and to demonstrate medical necessity of professional services in conformity with applicable professional standards, applicable law and Practice policies. Practice shall require coding for professional services utilizing Current Procedural Terminology (CPT) and for diagnoses utilizing the current version of the International Codes for Diseases. Practice shall, and shall cause each Physician to, cooperate fully with Manager's billing personnel and provide such information and execute such documents as shall be reasonably necessary for such billing personnel to prepare, process and collect bills for services rendered by Practice.

(b) Manager shall bill third parties using Practice and Physician provider numbers and shall use commercially reasonable efforts to collect all billable services. Manager's authority shall include, but not be limited to (i) extending the time of payment of any accounts receivables; (ii) discharging, settling or releasing the obligors of any such accounts receivables, (iii) suing, assigning or selling at a discount any accounts receivables, or (iv) taking other measures to procure the payment of any accounts receivables. Manager shall have no obligation to submit bills for any claim that Manager believes is not reimbursable under the particular circumstances, and while Manager may elect to pursue litigation to collect accounts, Manager shall have no obligation to do so.

5.1.2 **Payables and Cash Management**. Manager shall provide cash management services to Practice and shall handle the payment of expenses on behalf of Practice to the extent of available funds of Practice, including payment of the Management Fee to Manager. Manager shall make advances from time to time for the payment of Practice's expenses. Practice shall repay any such advances before making payment of any other expenses of Practice, unless Manager elects in its sole discretion to apply any such payment from Practice to expenses of Practice, or unless otherwise agreed in writing by Practice and Manager. In the event Manager and Practice enter into a loan agreement pursuant to which Manager agrees to make advances to Practice and the terms of such loan agreement conflict with the terms of this Section 5.1.2, the terms of such loan agreement shall govern. Manager or its affiliates may enter into loan arrangements with third party lenders from time to time to enable Manager to satisfy its commitment to make loan advances to Practice hereunder. In consideration of Manager's commitment to make loan advances to Practice hereunder, to the extent required by any third party lender, Practice agrees to enter into such loan documents in the same manner and on the same terms as Manager and its affiliates such that Practice is bound as a direct or indirect obligor under such loan documents and Practice's assets are pledged as collateral for such loan obligations.

5.1.3 **Special Power of Attorney**. In connection with the services to be provided hereunder, throughout the Term, Practice hereby grants Manager, and grants each Subcontractor pursuant to the applicable subcontract, a special power of attorney and appoints Manager and each Subcontractor as Practice's true and lawful agents and attorneys-in-fact, and Manager and each Subcontractor hereby accept such special power of attorney and appointment, for the following purposes:

(a) To bill Practice's patients, in Practice's name and on Practice's behalf, for professional and other services provided by or on behalf of Practice;

(b) To bill all claims for reimbursement or indemnification to insurance companies, Medicare, Medicaid, and all other third-party payors and fiscal intermediaries, in Practice's name and on Practice's behalf, for professional services provided by or on behalf of Practice;

(c) To deposit all amounts collected on behalf of Practice into Practice Account described below;

(d) To make and authorize disbursements from Practice Account to repay advances made by Manager and to pay expenses of Practice (including the Management Fee) on behalf of Practice;

(e) To take possession of, endorse in the name of Practice, and deposit into Practice Account any notes, checks, money orders, insurance payments, and any other instruments received in payment of accounts receivable for services provided by Practice. Manager shall be responsible for the loss, theft, or disappearance of such payments caused by its negligence or intentional misconduct, from the time of receipt by Manager until they are delivered to a common carrier or the applicable financial institution.

The special powers of attorney granted in this Agreement shall be coupled with an interest. Such special powers of attorney shall expire when this Agreement has been terminated. At Manager's request, Practice shall execute and deliver to the financial institution where Practice Account is maintained such additional documents or instruments as may be necessary to evidence or effect the special powers of attorney described above. With respect to any Practice Account into which receivables payable by a federally funded health care program (including Medicare and Medicaid) are paid, Practice may revoke the special power of attorney granted herein at any time, with or without cause, immediately upon written notice to Manager; *provided, however*, such revocation shall constitute a material breach of this Agreement and shall subject each party hereto to all the rights and remedies afforded the other hereunder for the breach.

5 . 1 . 4 **Practice Account**. Practice has established account(s) (collectively, the "**Practice Account**"), which shall be and at all times shall remain in Practice's name and under Practice's control, subject to the security interest granted pursuant to this Agreement. Practice covenants to transfer and deliver to Manager for deposit into Practice Account all funds received by or on behalf of Practice from patients or third party payors for services provided by Practice. Upon receipt by Manager of any funds from patients or third party payors or from Practice pursuant hereto for services provided by Practice, Manager shall immediately deposit the same into Practice Account. Practice shall designate at least two of Manager's designees (who may be Subcontractor employees) as the sole authorized signatories on Practice Account and Manager shall inform Practice who these designees are in writing and may, from time to time, specify different persons to be the signatories. Manager shall provide full access for Practice to information and records regarding Practice Account. Practice may revoke all authority granted to Manager and Manager's designees with respect to the Practice Account at any time, provided, however, that any such revocation shall constitute a material breach of this Agreement.

5 . 1 . 5 **Overpayments**. For the express purposes of this Agreement as they pertain to the billing and receipt of payments for patient accounts in accordance with the fee schedule established and maintained by Practice, Manager agrees to cooperate with and support Practice in investigating any inquiries and investigations by or on behalf of payors. If any internal or external audit demonstrates that Practice has received overpayments from third-party payors or submitted claims for payments that would result in overpayments from third-party payors (collectively, "**Overpayments**"), including without limitation from Medicare or Medicaid, then Manager shall be authorized to negotiate and execute the repayment by Practice of the Overpayments to such third-party payors.

5 . 2 **Management Fees**. Practice and Manager acknowledge that Manager will incur substantial costs and business risks in providing services pursuant to this Agreement. Practice and Manager also acknowledge that such costs and business risks can vary to a considerable degree according to the extent of Practice's business and services. It is the intent of the parties that the fees paid to Manager be reasonable and approximate its actual costs and expenses, plus a reasonable return considering the investment made by Manager and the fair market value of the services provided by Manager. Accordingly, as a fee for all development and management services provided hereunder, Practice shall pay Manager the fees set forth on **Exhibit A** attached hereto ("**Management Fee**"). The Management Fee shall be paid on a monthly basis, payable on or before the 20th day of each month for the preceding month. Payments that are more than 10 days late shall accrue interest at the rate of 1.0% per month or if lower, the highest rate permitted by law. As of each anniversary of this Agreement, the Management Fee shall be re-set by mutual agreement of the Parties to reflect fair market value and the scope of the services provided by Manager hereunder, provided that the Management Fee re-set shall also be subject to the approval of the Board of Directors of Apollo Medical Holdings. Upon any failure of the Parties to reach agreement or any failure to obtain the consent of the Board of Directors of Apollo Medical Holdings to the new Management Fee within 30 days of each anniversary, the Management Fee shall automatically increase by 20 percentage points from the then-current fee until the Parties reach agreement.

Pursuant to the power of attorney granted to Manager in **Section 5.1.3**, and in payment of the Management Fee, Manager is authorized to disburse the cash proceeds of Gross Collections deposited in Practice Account to a bank account of Manager on a daily basis and to pay from such proceeds, on behalf of Practice, the Management Fee.

Manager shall provide an accounting of: (i) all amounts withdrawn by Manager from Practice Account during the immediately preceding month as proceeds of Gross Collections, and (ii) all payments made by Manager during the immediately preceding month on behalf of Practice. The Management Fee reflects the fair market value of Manager's services. Payment of the Management Fee is not intended to be, and shall not be interpreted or applied as permitting, Manager to share in Practice's fees for medical services (all of which are being compensated pursuant to the Professional Services Agreements), but is acknowledged as the parties' negotiated agreement as to the reasonable fair market value of the items and services furnished by Manager pursuant to this Agreement, considering the nature and extent of the services required and the investment made by Manager.

5.3 Grant of Security Interest. To secure the payment and performance by Practice of its obligations hereunder, including without limitation Practice's obligations to pay the Management Fee and to repay advances made by Manager under **Section 5.1.2** (collectively, the "**Secured Obligations**"), Practice hereby grants to Manager a continuing security interest in any and all right, title and interest of Practice in and to the following, whether now owned, existing or owned, acquired or arising hereafter (capitalized terms used and not otherwise defined in this **Section 5.3** have the definitions given to such terms in the Uniform Commercial Code from time to time in effect in the State (the "**UCC**")) (collectively, the "**Collateral**"): all Accounts, all cash and cash equivalents, all Chattel Paper (including Electronic Chattel Paper), all Documents, all Equipment, all General Intangibles, all Goods, all Instruments, all Inventory, all Investment Property, all Letter-of-Credit Rights, all Payment Intangibles, all Proceeds, all Securities Accounts, all Software, all Supporting Obligations; all books, records, ledger cards, files, correspondence, computer programs, tapes, disks, and related data processing software (owned by Practice or in which it has an interest) that at any time evidence or contain information relating to any Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon; other personal property of any kind or type whatsoever owned by Practice other than Practice Account; and to the extent not otherwise included, all Accessions, Proceeds and products of any and all of the foregoing. Notwithstanding the foregoing grant of a security interest, this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by applicable law or requires a consent not obtained of any governmental authority pursuant to applicable law; provided, however, that for purposes of the foregoing it is understood and agreed that Practice will use its reasonable efforts to obtain a consent if permitted by applicable law. Except as may be expressly agreed by Manager in writing, Practice agrees and warrants that the Manager's lien hereunder is and shall at all times be a first priority lien on the Collateral, except that if, pursuant to Section 5.1.2, Practice grants liens on any of the Collateral to any third party lender of Manager and its affiliates, the lien and security interest granted by Practice to Manager herein shall be, without further action by any party, a second priority lien on the Collateral, subordinate and junior in all respects to the liens granted to lenders to Manager and its affiliates

5.3.1 No Other Liens. Practice represents, warrants and covenants that it has not granted or permitted to exist, and will not grant, a security interest in the Collateral to any other person other than Manager and, pursuant to Section 5.1.2, to any third party lender of Manager and its affiliates.

5.3.2 **Further Assurances**. Practice agrees that, from time to time, Practice shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary for the security interest granted or purported to be granted by Practice herein to be enforced and to enable Manager to exercise and enforce its rights and remedies hereunder with respect to the Collateral. Without limiting the generality of the foregoing, Practice shall execute and file, and hereby authorizes Manager to execute and file on behalf of and in the name of Practice, such security agreements, financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as Manager may request, in order to perfect and preserve the security interest granted or purported to be granted hereby by Practice in accordance with the UCC, including, without limitation, any financing statement that describes the Collateral as "all personal property" or "all assets" of Practice or that describes the Collateral in some other manner as Manager deems necessary or advisable. Practice agrees to mark its books and records to reflect the security interest of Manager in the Collateral.

5.3.3 **Exclusions**. Notwithstanding the foregoing grant of a security interest, this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by any law or regulation or requires a consent not obtained of any governmental authority pursuant to such law or regulation; *provided however*, that for purposes of the foregoing, it is understood and agreed that Practice will use its reasonable efforts to obtain a consent if permissible by the applicable law or regulation.

5.3.4 **Survival**. The provisions of this **Section 5.3** shall survive the termination or expiration of this Agreement until all of Practice's payment obligations to Manager are satisfied in full.

6. TERM AND TERMINATION.

6.1 **Term**. Unless otherwise terminated in accordance with this Agreement, the Term shall commence on the Effective Date, shall continue until the twentieth (20^{th}) annual anniversary of the Effective Date, and shall automatically renew for successive five (5) year periods.

6.2 **Termination for Cause**.

6.2.1 Practice may elect to terminate this Agreement upon the occurrence of any of the following events with respect to Manager:

(a) the dissolution or liquidation of Manager; or

(b) the filing of a voluntary or involuntary bankruptcy petition (with respect to an involuntary petition, not dismissed within sixty (60) days); a general assignment for the benefit of creditors; and/or any other similar, material action taken voluntarily or involuntarily under any state or federal statute for the protection of debtors (with respect to an involuntary action, not dismissed within sixty (60) days).

6.2.2 Manager may elect to terminate this Agreement for cause upon the occurrence of any of the following events with respect to Practice:

(a) the dissolution or liquidation of Practice;

(b) the filing of a voluntary or involuntary bankruptcy petition (with respect to an involuntary petition, not dismissed within sixty (60) days); and/or a general assignment for the benefit of creditors, or any other similar, material action taken voluntarily or involuntarily under any state or federal statute for the protection of debtors (with respect to an involuntary action, not dismissed within sixty (60) days) of Practice;

(c) the cessation of all or substantially all active clinical operations of Practice;

(d) the sale, lease or other disposition of all or a material portion of Practice's assets to any third party, other than asset sales and leases in the ordinary course of business;

(e) Practice's loss or suspension of its Medicare or Medicaid provider number and/or Practice's restriction, suspension or exclusion from treating beneficiaries of the Medicare or Medicaid programs so long as such loss, suspension, restriction, suspension or exclusion is for more than sixty (60) days; or

(f) the breach by any Owner of the Shareholder Agreement.

6.3 **Termination for Breach**. Either Manager or Practice may terminate this Agreement if there is a material breach of any of the provisions hereof by the other party that endangers the health or safety of patients of Practice. Upon discovery of any such material breach of this Agreement, the non-breaching party shall notify the breaching party in writing of its desire to terminate this Agreement and shall include in such notice the basis on which termination is being effected. If the breaching party fails to cure the breach within 90 days after notice, then this Agreement shall terminate on the 91st day following the date of such notice; provided, that in the event that such breach can be cured and good faith efforts to cure have been commenced but not completed within 90 days after such notice, then this Agreement shall not terminate prior to such cure unless the breaching party fails diligently to pursue the cure to completion or fails to complete such cure within a total cure period of 180 days; and, provided, further, that in the event of an unresolved dispute between the parties as to whether a material breach exists that endangers the health or safety of patients of Practice or with respect to the cure of such material breach, either Manager or Practice may submit such dispute for resolution pursuant to **Section 7.8** and the Agreement shall not terminate (based on the notice of breach then at issue pursuant to this Section) unless and until the procedures set forth in **Section 7.8** result in a ruling that such a material breach exists that has not been cured. The parties irrevocably grant any arbitrator who reviews a dispute pursuant to the procedures set forth in **Section 7.8** the binding authority to determine the question of whether such a material breach exists or has been cured under this Section.

6 . 4 **Apollo's Consent to Termination**. Any termination of this Agreement by Manager shall require the consent of the Board of Directors of Apollo Medical Holdings.

6.5 **Legal Events**. The parties acknowledge that this Agreement has been negotiated and entered into to effect compliance with the provisions of the Medicare and Medicaid anti-kickback statute, 42 U.S.C. § 1320a-7b(b), and the Stark law, 42 U.S.C. § 1395nn, and all other applicable laws and regulations. If any law is adopted or amended or any rule or regulation is published for public comment, promulgated or modified, any administrative ruling, advisory opinion or judicial interpretation in any jurisdiction is issued or modified or any court or administrative tribunal in any jurisdiction issues any decision, judgment, order or interpretation, which, in the reasonable judgment of one party draws into question the terms of this Agreement in a manner that may materially and adversely affect a party's or any party's affiliate's licensure, accreditation, certification, or ability to refer, to accept any referral, to bill, to claim, to present a bill or claim, or to receive payment or reimbursement from any federal, state or local governmental or non-governmental payor or that may subject such party to a substantial risk of prosecution or civil monetary penalty, then the parties shall modify this Agreement to the minimum extent necessary to eliminate the illegal or unenforceable aspects hereof, while remaining consistent with the intent of this Agreement in its original form.

6.6 **Effect of Expiration or Termination**.

6.6.1 **Termination of Obligations**. Upon the expiration or termination of this Agreement, all Secured Obligations shall be immediately paid in full and neither party shall have any further obligations under this Agreement except for (i) obligations accruing prior to the date of expiration or termination and (ii) obligations, promises, or covenants set forth in this Agreement that are expressly made to extend beyond the Term. In addition, Practice shall no longer have any right to the space, equipment, supplies, personnel and services provided by Manager hereunder and shall no longer have the right to use or otherwise benefit from the Confidential Information in any form or fashion. Practice shall immediately return to Manager any space, equipment, records and other items provided hereunder (including all copies thereof) and cease using any of the Confidential Information. Interest shall accrue at a rate of 8% per annum on any Secured Obligations that remain outstanding after the expiration or termination of this Agreement until such Secured Obligations are paid in full.

6.6.2 **Manager's Collateral**. If, upon the expiration or termination of this Agreement, any Secured Obligations remain outstanding that are not paid within sixty (60) days after termination, Manager shall be entitled (i) to exercise in respect of the Collateral all of its rights, powers and remedies provided for herein, by law, in equity or otherwise, including all rights and remedies of a secured party under the UCC, and (ii) to apply the proceeds collected by Manager from the exercise of such remedies (A) first, to pay all reasonable costs and expenses incurred by Manager from its exercise of such remedies, (B) second, after all of the reasonable costs and expenses referred to in **clause (A)** are paid in full, to pay the Secured Obligations, and (C) third, after payment in full of the amounts referred to in **clauses (A)** and **(B)**, to Practice or any other person lawfully entitled to receive such surplus.

7. MISCELLANEOUS.

7.1 Status of Parties. It is expressly acknowledged that the parties are independent contractors, and nothing in this Agreement is intended and nothing shall be construed to create an employer-employee, partnership, joint-venture, or agency relationship. Each of Manager and Practice agrees that such party shall be solely responsible for all State and federal laws pertaining to employment taxes, income withholding, unemployment insurance and other employment-related statutes applicable to that party, and each will indemnify and hold the other harmless from any and all loss or liability arising with respect to such matters.

7.2 Insurance. Manager shall maintain insurance for itself in such amounts, on such terms, and with such insurers as Manager shall determine.

7.3 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered by hand or a national over-night courier service, by facsimile with subsequent telephone confirmation, or three (3) Business Days after mailing when mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties in the manner provided below:

Practice:

ApolloMed Care Clinic, A Professional Corporation
700 N. Brand Blvd.
Suite 220
Glendale, CA 91203

Manager:

Apollo Medical Management, Inc.
700 N. Brand Blvd.
Suite 220
Glendale, CA 91203

With a copy to:

Nixon Peabody LLP
Gas Company Tower
555 West Fifth St., 46th Floor
Los Angeles, CA 90013
Attention: Jill H. Gordon
Facsimile: (877) 634-0751
Email: jgordon@nixonpeabody.com

And a copy to:

Robinson, Bradshaw & Hinson, P.A.
101 North Tryon Street, Suite 1900
Charlotte, North Carolina 28246
Attention: Karen A. Gledhill
Facsimile: (704) 373-3965
Email: kgledhill@RBH.com

Any party may change the address or facsimile number to which notice is to be given by notice given in the manner set forth above.

7.4 **Governing Law**. This Agreement shall be governed by the internal laws and judicial decisions of the State, without reference to conflicts of law principles.

7.5 **Assignment**. Except as specifically provided in this Agreement to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, and assigns; *provided, however*, that no party may assign this Agreement without the prior written consent of the other parties. Notwithstanding the foregoing, Practice acknowledges and agrees that (i) Manager may assign or delegate certain of Manager's obligations hereunder to a Subcontractor, but no such assignment or delegation shall relieve Manager of its duties hereunder, (ii) Manager shall have the right (A) to assign this Agreement as collateral to NNA under the Loan Documents, and NNA shall have the right to enforce Manager's rights under this Agreement at any time an "Event of Default" is in existence under the Loan Documents and (B) to assign this Agreement as collateral to any other lender that provides financing to Manager or any of its affiliates, and that such lender shall have the right to enforce Manager's rights under this Agreement at any time an "Event of Default" is in existence with respect to such lender's loan documents relating to Manager, and (iii) in each case referred to in clauses (ii)(A) and (ii)(B), NNA and any such lender shall have the right to foreclose upon the collateral assignment made by the Manager and exercise its rights and remedies with respect thereto as permitted by the terms of the collateral assignment or as otherwise permitted by law, including without limitation transferring the rights of Manager to an unaffiliated Person.

7.6 **Captions; Gender and Number**. Captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or prescribe the scope of this Agreement or the intent of any provision. The masculine gender includes the feminine and neuter genders and the singular includes the plural.

7.7 **Additional Assurances**. At the request of any party, the other parties shall execute any additional instruments and take any additional acts as may be reasonably required to carry out the intent and purposes of this Agreement.

7.8 **Dispute Resolution/Arbitration**. The parties shall use good faith negotiation to resolve any dispute that may arise under this Agreement. In the event the parties cannot reach agreement on any issue, such issue will be settled by binding arbitration before a single arbitrator in accordance with the Rules of Procedure for Arbitration of the American Health Lawyers Association (AHLA) Alternative Dispute Resolution Service, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall occur in the city where Practice is located within sixty (60) days after this arbitration clause is triggered by one party providing the other parties written notice of arbitration. The arbitrator shall be chosen in accordance with the rules of the AHLA Alternative Dispute Resolution Service then in effect. If the AHLA Alternative Dispute Resolution Service is no longer in effect, then the arbitration shall be conducted as set out above by the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association then in effect. The arbitrator may in any such proceeding award attorneys' fees and costs to the prevailing party. Manager and Practice shall share the costs of the arbitrator equally between them. Each party shall bear its own expenses of preparation for and participation in arbitration. The statute of limitations applicable to any claim shall be determined as if such claim were being asserted in a state court in the State, for all state law claims, and in a federal court in the State, for all federal law claims, and such statute of limitations shall apply to preclude arbitration of any claim hereunder not brought within the applicable limitation period. Notwithstanding anything herein to the contrary, the parties reserve the right to proceed at any time in any court having jurisdiction or by self help to exercise or prosecute the following remedies, as applicable: (i) all rights of self help, including peaceful occupation of real property and collection of rents, set off, and peaceful possession of personal property, (ii) pre-judgment garnishment or attachment of property, (iii) a preliminary injunction or temporary restraining order to preserve the status quo or to enforce a party's rights under any provision set forth in **Sections 4.12** and **4.13** and (iv) when applicable, a judgment by confession of judgment. Preservation of these remedies does not limit the power of the arbitrator(s) to grant similar remedies that may be requested by a party in a dispute. The agreement to arbitrate set forth in this **Section 7.8** may only be enforced by the parties to this Agreement and their permitted successors and assigns, shall survive the termination or breach of this Agreement, and shall be construed pursuant to and governed by the provisions of the Federal Arbitration Act, 9 U.S.C. §1, et seq.

7.9 **Force Majeure**. Other than Practice's repayment obligations with respect to the Secured Obligations, no party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by a party's employees, unavailability of supplies, or any other similar cause beyond the reasonable control of that party unless the delay or failure in performance is expressly addressed elsewhere in this Agreement.

7.10 **Severability; Reformation**. If any provision contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless the invalidity of any such provision substantially deprives either party of the practical benefits intended to be conferred by this Agreement. Notwithstanding the foregoing, any provision of this Agreement held invalid, illegal or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable, and the determination that any provision of this Agreement is invalid, illegal or unenforceable as applied to particular circumstances shall not affect the application of such provision to circumstances other than those as to which it is held invalid, illegal or unenforceable. To the extent permitted by law, the parties hereby to the same extent waive any applicable federal, State, and local laws, rules and regulations that renders any provision hereof prohibited or unenforceable in any respect. Nothing in this provision amends, or is intended to amend, **Section 6.5** of this Agreement.

7.11 **Amendments to Agreement**. This Agreement may not be modified, amended, supplemented or waived except by a writing signed by the authorized signatories of the parties hereto, and such writing must refer specifically to this Agreement. Without limiting the generality of the foregoing, this Agreement shall not be amended, supplemented or superseded without the consent of (i) the Board of Directors of Apollo Medical Holdings and (ii) so long as any obligations or lending commitments are outstanding under the Loan Documents, NNA.

7.12 **Entire Agreement**. This Agreement, together with its Appendix and Exhibits, constitutes the entire agreement of the parties with respect to matters set forth in this Agreement and supersedes any prior understanding or agreement, oral or written, with respect to such matters, including without limitation any and all prior management service agreements.

7.13 **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be one and the same agreement. Execution by original signature delivered by facsimile transmission or other electronic means shall be deemed to be, and shall have the same effect as, execution by original signature.

7.14 **Compliance with HIPAA Requirements**. Manager shall be a party to a Business Associate Agreement with Practice in accordance with applicable law.

7.15 **Availability of Records**. In the event Manager is determined to be a subcontractor under the applicable provisions of the Social Security Act, including Section 1861(v)(1)(I) of the Social Security Act and related regulations, Manager will, until the expiration of four (4) years after the furnishing of services under this Agreement, make available upon the request of federal officials or their representatives, this Agreement and Manager's books, documents and records as may be necessary to certify the nature and extent of the cost incurred by Practice and services provided pursuant to this Agreement. This requirement shall adopt and incorporate by reference the applicable provisions of the Social Security Act with respect to the availability of all such subcontractor books and records.

7.16 **Third Party Beneficiary**. Manager and Practice agree that Apollo, as the sole shareholder of Manager, is an intended third party beneficiary of this Agreement and shall independently have the right to enforce Apollo's and Manager's rights under this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, Manager and Practice have caused this Agreement (including without limitation the power of attorney granted herein by Practice to Manager) to be executed all as of the day and year first above written.

MANAGER: **Apollo Medical Management, Inc.**

By: /s/ Kyle Francis

Name: Kyle Francis

Title: Chief Financial Officer

PRACTICE: **ApolloMed Care Clinic, A Professional Corporation**

By: /s/ Warren Hosseinion

Name: Warren Hosseinion, M.D.

Title: President

Appendix A

"**Affiliate**" means (i) with regard to any Person who is an individual, such Person's spouse, any issue, spouse of issue, a trust for the sole benefit of such Person or his/her/its Affiliates, or a corporation, partnership, limited liability company or other entity in which such Person or his/her/its Affiliates have an ownership interest or financial interest or business arrangement of any kind, and if such entity is a professional medical practice, including any physician employees of such entity and (ii) with regard to any Person that is not an individual, (A) any Person directly or indirectly controlling, controlled by or under common control with such Person through the ownership of two percent (2%) or more of the outstanding equity interests of a Person and (B) any and all directors, Managers, officers, partners, shareholders, members and physician employees of such Person and all settlors and trustees of any trust.

"**Agreement**" has the meaning set forth in the introductory paragraph to this Agreement.

"**applicable law**" means all federal, State, and local laws, rules and regulations.

"**Apollo**" means Apollo Medical Holdings, Inc., a Delaware corporation and the sole shareholder of Manager.

"**Authorized Person**" has the meaning set forth in **Section 2.2**.

"**Business Day**" means any day other than a Saturday or Sunday, a legal holiday or a day on which commercial banks in Los Angeles, California are authorized or required by law to be closed

"**Collateral**" has the meaning set forth in **Section 5.3**.

"**Confidential Information**" means and includes (i) data, know-how, processes, designs, inventions and ideas, patient records and lists, pricing information, vendor contracts and arrangements, market studies, business plans, computer software and programs, database technologies, systems, improvements, devices, know-how, discoveries, concepts, methods, information of Practice or Manager and its respective Affiliates and any other information, however documented, related to Practice or Manager and its respective Affiliates, including information that is a trade secret under applicable law; (ii) information concerning Practice or Manager including historical financial statements, financial projections and budgets, historical and projected revenues and expenses, capital spending budgets and plans, the names and backgrounds of key personnel, contractors, agents, suppliers and potential suppliers, personnel training and techniques and materials, purchasing methods and techniques, however documented; and (iii) any and all notes, analyses, compilations, studies, summaries and other material prepared by or for Manager or Practice with respect to Practice or Manager and its Affiliates containing or based, in whole or in part, upon any information included in the foregoing. Confidential Information shall not include any information that is or becomes generally publicly known other than as a result of disclosure by Manager or Practice or any of its Affiliates in breach of any obligation owed to Practice or Manager, as applicable.

"**Effective Date**" has the meaning set forth in the introductory paragraph to this Agreement.

"**Gross Collections**" means the cash collected from the provision of goods and services of any nature by Practice (including through Physicians), after deduction of refunds and Overpayments.

"**Loan Documents**" means (i) the Credit Agreement between Apollo and NNA, dated on or about the Effective Date, and the related Credit Documents (as defined in the Credit Agreement), and (ii) the Convertible Secured Note made by Apollo in favor of NNA, dated on or about the Effective Date, in each case as amended or restated from time to time.

"**Management Fee**" has the meaning set forth in **Section 5.2**.

"**Manager**" has the meaning set forth in the introductory paragraph to this Agreement.

"**NNA**" means NNA of Nevada, Inc., a Nevada corporation.

"**Overpayments**" has the meaning set forth in **Section 5.1.5**.

"Owners" means all owners of Practice.

"**parties**" means Manager and Practice; each a "**party**."

"**Person**" or "**person**" means any natural person, firm, association, organization, corporation, partnership, limited liability company, limited liability partnership, professional corporation, joint venture, public entity, and any other business, including, without limitation, a third party payor.

"**Physicians**" means all Owners, all physicians who are employees of Practice and all physicians who are retained, either directly or through a practice entity, as independent contractors to provide physician services on behalf of Practice.

"**Practice**" has the meaning set forth in the introductory paragraph to this Agreement.

"**Practice Account**" has the meaning set forth in **Section 5.1.4**

"**Practice Medical Supplies**" means all inventories of pharmaceuticals and other supplies that: (i) are necessary in order for Practice to operate its business; and (ii) a licensed health care provider must purchase, maintain, or secure.

"**Premises**" means the locations made available to Practice by Manager pursuant to this Agreement where Practice provides services to patients and clients.

"**Professional Services Agreement**" means each agreement or arrangement pursuant to which Practice recruits and/or retains Physicians as employees or independent contractors to provide services on behalf of Practice, and any shareholder agreement, stock restriction agreement, operating agreement or other arrangement governing the economic, voting and/or other rights and obligations of the owners of Practice.

"**Secured Obligations**" has the meaning set forth in **Section 5.3**.

"**Shareholder Agreement**" means the Physician Shareholder Agreement, dated as of the Effective Date, among Manager, Apollo, Practice and Warren Hosseinion, M.D.

"**State**" means the State of California.

"**Subcontractor**" has the meaning set forth in **Section 2.1**.

"**Support Personnel**" has the meaning set forth in **Section 3.4**.

"**Term**" means the initial and any renewed periods of duration of this Agreement as further described in **Section 6.1**.

"**UCC**" has the meaning set forth in **Section 5.3**.

Exhibit A

Management Fee

In consideration of the broad scope of services Manager will provide to Practice, Practice shall pay to Manager a fee equal to 20% of Gross Collections per month plus a separate fee for services related to marketing, which shall be reimbursed on an expense basis, which fees Practice acknowledges and agrees constitutes the fair market value of such services.

In addition, Practice shall reimburse the Manager for all reasonable out-of-pocket costs incurred by Manager, directly and primarily related to, or in furtherance of, its performance of its services under the Agreement, including without limitation:

- All compensation, insurance and benefits payable to Manager's employees and independent contractors providing services to Practice
- Medical supplies
- Transcription/Inspections
- Patient Meals/Transportation
- Rent/Facilities/Utilities
- Equipment Leases/Debt Service/Bank Fees
- Equipment Supplies and Services
- Fees payable to professionals (attorneys, accountants)
- Communications, Marketing, Travel, Automobile, Entertainment

Manager shall provide a monthly report of its expenses hereunder.

Exhibit 10.20

AMENDED AND RESTATED MANAGEMENT SERVICES AGREEMENT

THIS AMENDED AND RESTATED MANAGEMENT SERVICES AGREEMENT (as amended in accordance with the terms hereof, this "**Agreement**"), dated as of March 28, 2014 (the "**Effective Date**"), is by and between **Apollo Medical Management, Inc.**, a Delaware corporation ("**Manager**"), and **MAVERICK MEDICAL GROUP INC.,** a California professional corporation ("**Practice**").

BACKGROUND STATEMENT

Practice provides professional medical services in California and desires to retain Manager to provide management services as provided herein. The parties to this Agreement originally entered into a management services agreement effective February 1, 2013, and now desire to amend and restate the original management services agreement pursuant to the terms below.

STATEMENT OF AGREEMENT

The parties agree as follows:

1. DEFINITIONS. Capitalized terms used herein shall have the meanings set forth in **Appendix A** to this Agreement.

2. APPOINTMENT AND AUTHORITY OF MANAGER

2.1 Appointment and Authority. Practice hereby appoints Manager as its sole and exclusive agent for the management of Practice, subject to the limits set forth in **Section 2.2**, and Manager hereby accepts such appointment, subject at all times to the provisions of this Agreement. Practice acknowledges that Manager shall have the right to provide certain of such services through one or more Affiliated subcontractors (each, a "**Subcontractor**"), provided that Manager shall remain responsible for any work performed by a Subcontractor, and each Subcontractor shall be an express third party beneficiary of the limitations on liability set forth herein as to Manager.

2 . 2 Limits on Manager Authority. Practice shall have the sole and complete authority, responsibility, supervision and control over all diagnoses, treatments, procedures, and other health care services provided by it. Manager shall not be, or be deemed to be, a partner of Practice or engaged in the practice of medicine, and Manager shall not interfere in any manner whatsoever with the exercise of the professional judgment of Practice or the Physicians, or have any authority to perform any act which may only be performed by an individual licensed to practice medicine in the State. Furthermore, Manager acknowledges and agrees that Practice may only be governed and managed by individuals licensed to practice medicine (an "**Authorized Person**") and, notwithstanding any other term herein to the contrary, Manager shall not commit any act, nor exercise any power or authority hereunder, that may only be committed or exercised by an Authorized Person. To the extent that any act or service herein required of Manager should be construed by a court or regulatory body to constitute the practice of medicine, the requirement to perform that act or service by Manager shall be deemed waived and unenforceable. Neither Practice nor Manager has knowledge that the terms of this Agreement or any relationship among Practice, Owners, Manager and/or the Physicians violate any law relating to fee splitting and/or the corporate practice of medicine. Each of Practice and Manager accordingly agrees that it will not sue, claim, aver, allege or assert that this Agreement or any relationship among Practice, Owners, Manager and/or the Physicians violates any law relating to fee splitting and/or the corporate practice of medicine.

2.3 **Manager Recommendations**. Practice shall consider and respond to, promptly and in good faith, all recommendations of Manager, and Practice agrees not to take any actions which will unreasonably interfere with or expand the duties or financial obligations of Manager hereunder without the prior approval of Manager.

3. **COVENANTS AND RESPONSIBILITIES OF MANAGER**. During the Term, Manager shall have the following obligations.

3.1 **Practice Development**. With Practice's assistance, Manager shall periodically develop and implement business plans, marketing plans and other strategic initiatives for the growth and improvement of Practice's business and service lines. To the extent that any expansion plans involve expansion, renovation, or development of additional office space, Manager shall also provide project development services consisting of site visits to determine the feasibility of potential sites, development of preliminary plans to assess whether programmatic requirements are met by the space(s) under consideration, coordination of leasing negotiations and the architectural, engineering and other consultants necessary to produce lease and contract documents, bidding of the contract documents, coordinating the work of the general contractor, ordering all equipment, furnishings and fixtures to be furnished by Manager and arranging for delivery and installation of same, and managing the start-up of new locations.

3.2 **Contract Negotiation**. To the extent permitted by applicable law, Manager will consult with and advise Practice on, and will negotiate, all contractual arrangements that are necessary or advisable for Practice's business.

3.3 **Quality Assistance**. Manager shall provide support for the development of Practice's overall peer review, quality assurance, coding education and compliance programs. Manager may share utilization review data, quality assurance data, cost data, outcomes data, and other data of Practice with third party payors for the purpose of obtaining or maintaining third party payor contracts, with financial analysts and underwriters and with other unrelated parties; provided that any disclosure outside of Manager for any purpose unrelated to third party payor contracting shall not identify any patient or Physician by name without Practice's consent. In addition, Manager may aggregate Practice data with similar data from similar operations owned or managed by Manager and its Affiliates and may share and use such aggregated data for any purpose so long as such data does not identify any patient or Physician by name.

3.4 **Non-Physician Personnel**. Other than any non-physician personnel required to be employed by Practice as required by Medicare claims processing or other similar requirements, Manager shall provide, either directly or through a Subcontract, all non-physician personnel ("**Support Personnel**") for Practice. Manager or Subcontractor, as applicable, shall have the responsibility for determining and paying compensation, providing benefits, and making any withholdings required by applicable law, including any required withholdings for income tax, unemployment insurance, and social security, for Support Personnel hired by either of them.

3 . 5 **Physician Relationships.** Manager shall oversee and provide services in connection with Practice's relationships with its Physicians, including payroll processing, the design and negotiation of physician recruitment programs and employment agreements, and benefit plan design and management.

3.6 **Premises and Office Assets.** Manager shall make available for use by Practice such Premises as the parties shall mutually agree are appropriate for Practice's business. Manager shall also provide all utilities, office services, medical and nonmedical equipment, computer systems and software, fixtures, office supplies, furniture and furnishings reasonably necessary for the operation of Practice. Manager shall be responsible for all necessary repairs and maintenance of the assets comprising the office space, consistent with Manager's responsibilities under the terms of applicable leases, and subject to normal wear and tear. All such assets shall at all times remain the sole and exclusive property of Manager and shall remain at the Premises. Concurrently with the execution of this Agreement, in exchange for a fair market value purchase price, Practice shall (i) transfer all personal property (other than cash) of Practice to Manager in exchange for fair market value of the assets, in order to allow Manager to fulfill its obligations hereunder, except to the extent any such property is required by applicable law to be held by Practice, and (ii) transfer all of Practice's cash to the Practice Account. Notwithstanding anything contained in this Section to the contrary, Practice will not transfer to Manager and Practice will continue to own all medical records, pharmaceuticals, physician contracts, and other such professional assets.

3 . 7 **Supplies**. Manager shall provide all of the medical, office and other supplies reasonably necessary to operate Practice's business;*provided, however*, that Manager shall only assist Practice in obtaining Practice Medical Supplies to the extent such supplies are required by applicable law to be obtained by Practice. The supplies shall at all times remain the sole and exclusive property of Manager and shall remain at the Premises.

3 . 8 **Licenses and Permits**. Manager shall provide support, with the assistance and cooperation of Practice, in connection with Practice's obtaining and maintaining the licenses, permits, and Medicare and Medicaid provider numbers.

3.9 **Accounting.** Manager will perform the bookkeeping and accounting functions for Practice.

3.10 **Insurance**. Manager will facilitate the procurement of contracts of insurance with insurance providers including: (i) commercial general liability insurance in an amount not less than Three Million Dollars ($3,000,000), with a deductible of $25,000, (ii) professional liability insurance in an amount not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in annual aggregate, with a deductible of $25,000, (iii) directors and officers insurance in an amount not less than Three Million Dollars ($3,000,000), with a deductible of $25,000, (iii) errors and omissions insurance in an amount not less than Three Million Dollars ($3,000,000), with a deductible of $25,000, and (iv) workers compensation coverage in such amounts and on such terms as required by law.

3.11 **Disclaimers**. MANAGER MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS (A) THAT THE SERVICES PROVIDED BY MANAGER WILL RESULT IN ANY PARTICULAR AMOUNT OR LEVEL OF SERVICES OR INCOME TO PRACTICE, (B) WITH RESPECT TO THE WORK TO BE PERFORMED BY ARCHITECTS, ENGINEERS, CONSULTANTS AND CONTRACTORS PROVIDING SERVICES TO ANY PREMISES OR (C) WITH RESPECT TO THE PREMISES, THE EQUIPMENT, THE SUPPLIES OR THIRD-PARTY SOFTWARE, INCLUDING WITHOUT LIMITATION, THE DESIGN OR CONDITION THEREOF, THEIR MERCHANTABILITY, FITNESS, CAPACITY, QUALITY, DURABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THEIR MATERIAL OR WORKMANSHIP OR THEIR CONFORMITY TO ANY SPECIFICATIONS, AND MANAGER HEREBY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS. To the extent that Manager's affiliates provide any goods and services to Practice, Practice shall rely exclusively on the warranties provided by such affiliates.

4. **COVENANTS AND RESPONSIBILITIES OF PRACTICE**. During the Term, Practice shall have the following obligations.

4.1 **Licensure**. With Manager's assistance, Practice shall hold, and shall cause all Physicians to hold, the licenses, permits, and Medicare and Medicaid provider numbers required or appropriate in connection with the operation of Practice in compliance with all applicable state and federal laws, rules, and regulations. Practice shall provide prompt notice to Manager of any threatened or actual termination or suspension of any governmental authorization, or any event or condition that may lead to a termination of suspension of any governmental authorization, as soon as reasonably practicable after obtaining knowledge thereof. Practice shall use commercially reasonable efforts to administer and follow the duly adopted policies and procedures applicable to Practice.

4.2 **Services**. Practice shall be solely responsible for the supervision and performance by the Physicians of professional services and related personnel matters.

4.3 **Physician Compensation**. Practice shall be responsible for paying compensation to, and providing any applicable benefits (including malpractice insurance) for, all Physicians, including making any withholdings for income tax, unemployment insurance, and social security to the extent required under applicable law and, in all cases, in a manner consistent with the terms of the Professional Services Agreements and the budgets for Practice provided by Manager from time to time. Practice shall also pay all physician fringe benefits and payments required under the Professional Services Agreements.

4.4 **Professional Standards**. During the Term, Practice shall immediately notify Manager in writing upon becoming aware that any Physician does not meet the following qualifications and shall not knowingly permit any Physician who does not meet such qualifications to provide professional services on behalf of Practice unless approved in writing by Manager: (a) each Physician shall at all times have a valid and unrestricted license to practice medicine in the State that has never been suspended, revoked or otherwise restricted or terminated, shall have complied with all continuing medical education requirements imposed by State law, shall be in good standing with the Medical Board of the State, and shall have appropriate board and other certifications required to render services on behalf of Practice; (b) each Physician shall possess a valid DEA registration and state controlled substance registration certificate; (c) each Physician shall be covered by the malpractice insurance required for Practice hereunder; (d) each Physician shall have privileges at one or more hospitals designated by Practice; (e) each Physician shall be qualified and enrolled to provide reimbursable services under Medicare, Medicaid and each other applicable federal and state health care program and third party payor program in which Practice participates, and no Physician shall have been suspended, excluded, debarred or otherwise not permitted to continue to participate in the Medicaid and/or Medicare programs or any other applicable federal or state health care or third party payor program; and (f) no Physician shall be or shall have been indicted or convicted of, or plead guilty to (including a plea of *nolo contendere*), an offense related to health care, billing and/or submission of claims, or a felony or misdemeanor involving moral turpitude.

4.5 **Quality Assurance**. Practice shall cooperate with Manager to maintain a peer review, quality assurance, coding education and compliance programs pursuant to which Practice shall monitor and evaluate the consistency, quality, cost effectiveness and medical necessity of professional services provided by Physicians to ensure that such care meets currently accepted standards of medical competence and is in accordance with currently approved methods and practices in the medical profession.

4.6 **Non-Physician Staff**. Practice shall advise Manager with respect to the selection, retention, employment, training and termination of all Support Personnel provided by Manager. Practice shall provide appropriate professional training, supervision and direction to all Support Personnel providing medical care to, and the coding of medical procedures provided to, patients.

4.7 **Medical Records**. Practice shall require Physicians to complete all medical records for professional services provided by Practice promptly and in accordance with applicable laws and regulations and third party payor requirements. All medical records shall at all times remain Practice's property; *provided*, that Manager shall provide the staff to manage the medical records department and Practice shall provide Manager with access to and copies of such records as reasonably necessary for Manager to perform its obligations under this Agreement. Notwithstanding the foregoing, no patient records will be made available without the written consent of the patient if required by law. Practice shall provide Manager with copies of all Explanation of Benefit forms received by Practice from payors, to allow Manager to reconcile payments against accounts receivable and otherwise perform Manager's obligations under this Agreement.

4.8 **Medical Supplies**. Practice shall obtain and stock all Practice Medical Supplies. Whenever practicable, permissible under applicable law, and cost and quality competitive, Practice shall utilize any Manager group purchasing programs and formularies.

4.9 **Equipment**. Practice shall advise Manager of any equipment required to maintain the Premises in a manner suitable to provide services to Practice's patients and clients. Practice agrees to use the equipment solely for the purposes for appropriate medical purposes and not for any illegal purpose.

4.10 **Practice's Obligations with respect to Premises**. Practice shall not make any alterations to the Premises without the prior written approval of Manager. Practice shall promptly remove, upon request by Manager, any alteration made to the Premises without Manager's written consent. Upon expiration or earlier termination of this Agreement, all permitted alterations to the Premises improvements shall become the property of the party entitled thereto under the applicable lease. Practice shall observe faithfully and comply strictly with any rules and regulations that Manager may from time to time reasonably adopt for the safety, operations, care and cleanliness of the Premises or the preservation of good order therein. Practice shall not commit, or permit any Physician to commit, any act or omission which breaches any obligations under any applicable lease.

4.11 **Preservation of Practice Assets; Exclusivity of Practice**.

4.11.1 **Governing Documents and Contracts**. Practice shall remain legally organized and authorized to provide physician services in a manner consistent with applicable law. During the Term, except as necessary to comply with applicable law, Practice and Owners shall not incur any indebtedness for borrowed money without Manager's consent, which is not be unreasonably withheld or delayed.

4.11.2 **Physician Non-Solicitation Covenants**. At all times during the term of this Agreement, Practice shall cause each Physician to agree that such Physician shall not directly or indirectly (i) use trade secrets of Practice to solicit any patients, customers or clients of Practice or (ii) solicit any employees, agents or independent contractors of Practice, in each case during such physician's employment or contractual relationship with, and/or ownership of equity in, Practice and for two (2) years thereafter. Manager is hereby designated as an express third party beneficiary of such covenants with full rights, to the extent permitted by law, to enforce such provisions at its election by injunctive relief and by specific performance or by pursuing monetary damages, such relief to be without the necessity of posting a bond, cash or other security. In the event of a Physician's non-compliance with his/her non-solicitation covenants, Practice shall exercise reasonable efforts to enforce such covenants.

4.11.3 **Exclusivity of Practice.** As a material inducement for Manager to enter into this Agreement, Practice agrees that during the Term of this Agreement and for a period of two (2) years after termination or expiration of this Agreement, Practice will not engage any party other than Manager to provide management, billing and collection, staffing, real estate and property or other services similar to any of those provided by Manager hereunder.

4.11.4 **Reasonableness of Covenants**. Practice acknowledges that Manager has expended, and will continue to expend, significant resources, and has undertaken significant obligations, and will continue to incur significant obligations, to be in a position to perform its obligations under this Agreement. Practice agrees that any actions or omissions of Practice in breach of the covenants set forth in this **Section 4.11** could materially impact Practice's ability to comply with its obligations hereunder, which could cause Manager's business to suffer a material adverse effect. In consideration of the foregoing, Practice acknowledges and agrees that the covenants set forth in this **Section 4.11** are reasonable and necessary to protect Manager's legitimate business interests.

4.12 **Nondisclosure of Confidential Information**. Practice acknowledges and agrees that during the Term hereof, it shall have access to Confidential Information and other proprietary information of Manager relating to the operation and management of physician practices, which information Practice acknowledges and agrees is confidential. Practice shall not, and its members, employees, Physicians, agents and Affiliates of the foregoing shall not, except as may be required by any lawful subpoena, court order or legal process, at any time without Manager's prior written consent: (i) disclose any such information to any third party, or (ii) reproduce or utilize any such information in furtherance of any business venture other than the business of Practice. If Practice or a Physician is required by lawful subpoena, court order, or legal process to disclose any Confidential Information or other proprietary information of Manager, Practice shall provide sufficient notice thereof to Manager to enable Manager to seek a protective order or other appropriate legal or equitable remedy to prevent such disclosure.

4.13 **Nonsolicitation of Employees**. Practice agrees that Manager has invested, and will continue to invest, substantial time and effort in assembling and training Manager's present staff and personnel. Accordingly, throughout the Term and for a period of two (2) years after termination of this Agreement for any reason Practice and its Affiliates shall not, at any time, directly or indirectly solicit, encourage, entice or induce for employment any employee of Manager (including any employee hired by Manager after the date hereof or after the termination hereof) or take any action which results in the termination of employment or other arrangements between Manager and an employee thereof or otherwise interferes with such employment.

4.14 **Remedies**. Practice acknowledges that the restrictions in **Sections 4.12** and **4.13** are reasonable and necessary to protect the legitimate interests of Manager and that any violation would result in irreparable injury to such party. All remedies available to Manager for breach of the provisions of **Sections 4.12** and **4.13** are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of the other remedies. Manager shall have, and may pursue, all remedies at law and in equity, and without limiting the generality of the foregoing, may sue for injunctive relief (without having to prove actual damages or immediate or irreparable harm or to post a bond) and damages including disgorgement of profits. If a court holds that the duration and/or scope of the restrictions set forth in **Sections 4.12** and **4.13** are unreasonable, then, to the extent permitted by law, the court may prescribe a duration and/or scope that is reasonable, and the parties agree to accept such determination subject to their rights of appeal. If Practice violates a restriction set forth in **Section 4.12** or **4.13**, then the time period applicable to Practice shall be extended for a period of time equal to the period during which said violation or violations occurred, but such extension of time shall not otherwise limit Manager's remedies for breach. If Manager seeks injunctive relief from said violation in court, then the running of the restrictive covenant period shall be suspended during the pendency of said proceeding, including all appeals by such party. This suspension shall cease upon the entry of a final judgment in the matter. The existence of any claim or cause of action by Practice against Manager, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Practice of the foregoing. Manager shall be entitled to reimbursement from Practice for its costs and fees, including reasonable attorneys' fees, associated with any litigation entered into to enforce **Sections 4.12** and **4.13** if Manager prevails in any such enforcement action.

4.15 **Survival**. The provisions of **Sections 4.12** through **4.14** shall survive the termination or expiration of this Agreement for a period of two (2) years thereafter (or longer if expressly so provided).

4.16 **DISCLAIMER OF LIABILITY**. Practice hereby acknowledges and agrees that Manager shall not be liable to Practice or any Physician for any consequential, special, punitive or incidental liability, loss or damage caused or alleged to be caused directly or indirectly through any action or inaction on the part of Manager hereunder or otherwise, including without limitation, by any defect or deficiency in the development, construction or manufacture of the Premises, any equipment or any supplies, whether based upon breach of contract or warranty, negligence or other legal theory.

5. FINANCIAL ARRANGEMENT.

5.1 Fiscal Matters.

5.1.1 Billing and Collection.

(a) Practice shall provide to Manager and shall maintain accurate, legible, complete, proper and timely documentation of all services and related information required for billing purposes and to demonstrate medical necessity of professional services in conformity with applicable professional standards, applicable law and Practice policies. Practice shall require coding for professional services utilizing Current Procedural Terminology (CPT) and for diagnoses utilizing the current version of the International Codes for Diseases. Practice shall, and shall cause each Physician to, cooperate fully with Manager's billing personnel and provide such information and execute such documents as shall be reasonably necessary for such billing personnel to prepare, process and collect bills for services rendered by Practice.

(b) Manager shall bill third parties using Practice and Physician provider numbers and shall use commercially reasonable efforts to collect all billable services. Manager's authority shall include, but not be limited to (i) extending the time of payment of any accounts receivables; (ii) discharging, settling or releasing the obligors of any such accounts receivables, (iii) suing, assigning or selling at a discount any accounts receivables, or (iv) taking other measures to procure the payment of any accounts receivables. Manager shall have no obligation to submit bills for any claim that Manager believes is not reimbursable under the particular circumstances, and while Manager may elect to pursue litigation to collect accounts, Manager shall have no obligation to do so.

5.1.2 **Payables and Cash Management**. Manager shall provide cash management services to Practice and shall handle the payment of expenses on behalf of Practice to the extent of available funds of Practice, including payment of the Management Fee to Manager. Manager shall make advances from time to time for the payment of Practice's expenses. Practice shall repay any such advances before making payment of any other expenses of Practice, unless Manager elects in its sole discretion to apply any such payment from Practice to expenses of Practice, or unless otherwise agreed in writing by Practice and Manager. In the event Manager and Practice enter into a loan agreement pursuant to which Manager agrees to make advances to Practice and the terms of such loan agreement conflict with the terms of this Section 5.1.2, the terms of such loan agreement shall govern. Manager or its affiliates may enter into loan arrangements with third party lenders from time to time to enable Manager to satisfy its commitment to make loan advances to Practice hereunder. In consideration of Manager's commitment to make loan advances to Practice hereunder, to the extent required by any third party lender, Practice agrees to enter into such loan documents in the same manner and on the same terms as Manager and its affiliates such that Practice is bound as a direct or indirect obligor under such loan documents and Practice's assets are pledged as collateral for such loan obligations.

5.1.3 **Special Power of Attorney**. In connection with the services to be provided hereunder, throughout the Term, Practice hereby grants Manager, and grants each Subcontractor pursuant to the applicable subcontract, a special power of attorney and appoints Manager and each Subcontractor as Practice's true and lawful agents and attorneys-in-fact, and Manager and each Subcontractor hereby accept such special power of attorney and appointment, for the following purposes:

(a) To bill Practice's patients, in Practice's name and on Practice's behalf, for professional and other services provided by or on behalf of Practice;

(b) To bill all claims for reimbursement or indemnification to insurance companies, Medicare, Medicaid, and all other third-party payors and fiscal intermediaries, in Practice's name and on Practice's behalf, for professional services provided by or on behalf of Practice;

(c) To deposit all amounts collected on behalf of Practice into Practice Account described below;

(d) To make and authorize disbursements from Practice Account to repay advances made by Manager and to pay expenses of Practice (including the Management Fee) on behalf of Practice;

(e) To take possession of, endorse in the name of Practice, and deposit into Practice Account any notes, checks, money orders, insurance payments, and any other instruments received in payment of accounts receivable for services provided by Practice. Manager shall be responsible for the loss, theft, or disappearance of such payments caused by its negligence or intentional misconduct, from the time of receipt by Manager until they are delivered to a common carrier or the applicable financial institution.

The special powers of attorney granted in this Agreement shall be coupled with an interest. Such special powers of attorney shall expire when this Agreement has been terminated. At Manager's request, Practice shall execute and deliver to the financial institution where Practice Account is maintained such additional documents or instruments as may be necessary to evidence or effect the special powers of attorney described above. With respect to any Practice Account into which receivables payable by a federally funded health care program (including Medicare and Medicaid) are paid, Practice may revoke the special power of attorney granted herein at any time, with or without cause, immediately upon written notice to Manager; *provided, however*, such revocation shall constitute a material breach of this Agreement and shall subject each party hereto to all the rights and remedies afforded the other hereunder for the breach.

5 . 1 . 4 **Practice Account**. Practice has established account(s) (collectively, the "**Practice Account**"), which shall be and at all times shall remain in Practice's name and under Practice's control, subject to the security interest granted pursuant to this Agreement. Practice covenants to transfer and deliver to Manager for deposit into Practice Account all funds received by or on behalf of Practice from patients or third party payors for services provided by Practice. Upon receipt by Manager of any funds from patients or third party payors or from Practice pursuant hereto for services provided by Practice, Manager shall immediately deposit the same into Practice Account. Practice shall designate at least two of Manager's designees (who may be Subcontractor employees) as the sole authorized signatories on Practice Account and Manager shall inform Practice who these designees are in writing and may, from time to time, specify different persons to be the signatories. Manager shall provide full access for Practice to information and records regarding Practice Account. Practice may revoke all authority granted to Manager and Manager's designees with respect to the Practice Account at any time, provided, however, that any such revocation shall constitute a material breach of this Agreement.

5 . 1 . 5 **Overpayments**. For the express purposes of this Agreement as they pertain to the billing and receipt of payments for patient accounts in accordance with the fee schedule established and maintained by Practice, Manager agrees to cooperate with and support Practice in investigating any inquiries and investigations by or on behalf of payors. If any internal or external audit demonstrates that Practice has received overpayments from third-party payors or submitted claims for payments that would result in overpayments from third-party payors (collectively, "**Overpayments**"), including without limitation from Medicare or Medicaid, then Manager shall be authorized to negotiate and execute the repayment by Practice of the Overpayments to such third-party payors.

5 . 2 **Management Fees**. Practice and Manager acknowledge that Manager will incur substantial costs and business risks in providing services pursuant to this Agreement. Practice and Manager also acknowledge that such costs and business risks can vary to a considerable degree according to the extent of Practice's business and services. It is the intent of the parties that the fees paid to Manager be reasonable and approximate its actual costs and expenses, plus a reasonable return considering the investment made by Manager and the fair market value of the services provided by Manager. Accordingly, as a fee for all development and management services provided hereunder, Practice shall pay Manager the fees set forth on **Exhibit A** attached hereto ("**Management Fee**"). The Management Fee shall be paid on a monthly basis, payable on or before the 20th day of each month for the preceding month. Payments that are more than 10 days late shall accrue interest at the rate of 1.0% per month or if lower, the highest rate permitted by law. As of each anniversary of this Agreement, the Management Fee shall be re-set by mutual agreement of the Parties to reflect fair market value and the scope of the services provided by Manager hereunder, provided that the Management Fee re-set shall also be subject to the approval of the Board of Directors of Apollo Medical Holdings. Upon any failure of the Parties to reach agreement or any failure to obtain the consent of the Board of Directors of Apollo Medical Holdings to the new Management Fee within 30 days of each anniversary, the Management Fee shall automatically increase by 20 percentage points from the then-current fee until the Parties reach agreement.

Pursuant to the power of attorney granted to Manager in **Section 5.1.3**, and in payment of the Management Fee, Manager is authorized to disburse the cash proceeds of Gross Collections deposited in Practice Account to a bank account of Manager on a daily basis and to pay from such proceeds, on behalf of Practice, the Management Fee.

Manager shall provide an accounting of: (i) all amounts withdrawn by Manager from Practice Account during the immediately preceding month as proceeds of Gross Collections, and (ii) all payments made by Manager during the immediately preceding month on behalf of Practice. The Management Fee reflects the fair market value of Manager's services. Payment of the Management Fee is not intended to be, and shall not be interpreted or applied as permitting, Manager to share in Practice's fees for medical services (all of which are being compensated pursuant to the Professional Services Agreements), but is acknowledged as the parties' negotiated agreement as to the reasonable fair market value of the items and services furnished by Manager pursuant to this Agreement, considering the nature and extent of the services required and the investment made by Manager.

5.3 Grant of Security Interest. To secure the payment and performance by Practice of its obligations hereunder, including without limitation Practice's obligations to pay the Management Fee and to repay advances made by Manager under **Section 5.1.2** (collectively, the "**Secured Obligations**"), Practice hereby grants to Manager a continuing security interest in any and all right, title and interest of Practice in and to the following, whether now owned, existing or owned, acquired or arising hereafter (capitalized terms used and not otherwise defined in this **Section 5.3** have the definitions given to such terms in the Uniform Commercial Code from time to time in effect in the State (the "**UCC**")) (collectively, the "**Collateral**"): all Accounts, all cash and cash equivalents, all Chattel Paper (including Electronic Chattel Paper), all Documents, all Equipment, all General Intangibles, all Goods, all Instruments, all Inventory, all Investment Property, all Letter-of-Credit Rights, all Payment Intangibles, all Proceeds, all Securities Accounts, all Software, all Supporting Obligations; all books, records, ledger cards, files, correspondence, computer programs, tapes, disks, and related data processing software (owned by Practice or in which it has an interest) that at any time evidence or contain information relating to any Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon; other personal property of any kind or type whatsoever owned by Practice other than Practice Account; and to the extent not otherwise included, all Accessions, Proceeds and products of any and all of the foregoing. Notwithstanding the foregoing grant of a security interest, this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by applicable law or requires a consent not obtained of any governmental authority pursuant to applicable law; provided, however, that for purposes of the foregoing it is understood and agreed that Practice will use its reasonable efforts to obtain a consent if permitted by applicable law. Except as may be expressly agreed by Manager in writing, Practice agrees and warrants that the Manager's lien hereunder is and shall at all times be a first priority lien on the Collateral, except that if, pursuant to Section 5.1.2, Practice grants liens on any of the Collateral to any third party lender of Manager and its affiliates, the lien and security interest granted by Practice to Manager herein shall be, without further action by any party, a second priority lien on the Collateral, subordinate and junior in all respects to the liens granted to lenders to Manager and its affiliates

5.3.1 No Other Liens. Practice represents, warrants and covenants that it has not granted or permitted to exist, and will not grant, a security interest in the Collateral to any other person other than Manager and, pursuant to Section 5.1.2, to any third party lender of Manager and its affiliates.

5.3.2 **Further Assurances**. Practice agrees that, from time to time, Practice shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary for the security interest granted or purported to be granted by Practice herein to be enforced and to enable Manager to exercise and enforce its rights and remedies hereunder with respect to the Collateral. Without limiting the generality of the foregoing, Practice shall execute and file, and hereby authorizes Manager to execute and file on behalf of and in the name of Practice, such security agreements, financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as Manager may request, in order to perfect and preserve the security interest granted or purported to be granted hereby by Practice in accordance with the UCC, including, without limitation, any financing statement that describes the Collateral as "all personal property" or "all assets" of Practice or that describes the Collateral in some other manner as Manager deems necessary or advisable. Practice agrees to mark its books and records to reflect the security interest of Manager in the Collateral.

5.3.3 **Exclusions**. Notwithstanding the foregoing grant of a security interest, this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by any law or regulation or requires a consent not obtained of any governmental authority pursuant to such law or regulation; *provided however*, that for purposes of the foregoing, it is understood and agreed that Practice will use its reasonable efforts to obtain a consent if permissible by the applicable law or regulation.

5.3.4 **Survival**. The provisions of this **Section 5.3** shall survive the termination or expiration of this Agreement until all of Practice's payment obligations to Manager are satisfied in full.

6. TERM AND TERMINATION.

6.1 **Term**. Unless otherwise terminated in accordance with this Agreement, the Term shall commence on the Effective Date, shall continue until the twentieth (20^{th}) annual anniversary of the Effective Date, and shall automatically renew for successive five (5) year periods.

6.2 **Termination for Cause**.

6.2.1 Practice may elect to terminate this Agreement upon the occurrence of any of the following events with respect to Manager:

(a) the dissolution or liquidation of Manager; or

(b) the filing of a voluntary or involuntary bankruptcy petition (with respect to an involuntary petition, not dismissed within sixty (60) days); a general assignment for the benefit of creditors; and/or any other similar, material action taken voluntarily or involuntarily under any state or federal statute for the protection of debtors (with respect to an involuntary action, not dismissed within sixty (60) days).

6.2.2 Manager may elect to terminate this Agreement for cause upon the occurrence of any of the following events with respect to Practice:

(a) the dissolution or liquidation of Practice;

(b) the filing of a voluntary or involuntary bankruptcy petition (with respect to an involuntary petition, not dismissed within sixty (60) days); and/or a general assignment for the benefit of creditors, or any other similar, material action taken voluntarily or involuntarily under any state or federal statute for the protection of debtors (with respect to an involuntary action, not dismissed within sixty (60) days) of Practice;

(c) the cessation of all or substantially all active clinical operations of Practice;

(d) the sale, lease or other disposition of all or a material portion of Practice's assets to any third party, other than asset sales and leases in the ordinary course of business;

(e) Practice's loss or suspension of its Medicare or Medicaid provider number and/or Practice's restriction, suspension or exclusion from treating beneficiaries of the Medicare or Medicaid programs so long as such loss, suspension, restriction, suspension or exclusion is for more than sixty (60) days; or

(f) the breach by any Owner of the Shareholder Agreement.

6.3 **Termination for Breach**. Either Manager or Practice may terminate this Agreement if there is a material breach of any of the provisions hereof by the other party that endangers the health or safety of patients of Practice. Upon discovery of any such material breach of this Agreement, the non-breaching party shall notify the breaching party in writing of its desire to terminate this Agreement and shall include in such notice the basis on which termination is being effected. If the breaching party fails to cure the breach within 90 days after notice, then this Agreement shall terminate on the 91st day following the date of such notice; provided, that in the event that such breach can be cured and good faith efforts to cure have been commenced but not completed within 90 days after such notice, then this Agreement shall not terminate prior to such cure unless the breaching party fails diligently to pursue the cure to completion or fails to complete such cure within a total cure period of 180 days; and, provided, further, that in the event of an unresolved dispute between the parties as to whether a material breach exists that endangers the health or safety of patients of Practice or with respect to the cure of such material breach, either Manager or Practice may submit such dispute for resolution pursuant to **Section 7.8** and the Agreement shall not terminate (based on the notice of breach then at issue pursuant to this Section) unless and until the procedures set forth in **Section 7.8** result in a ruling that such a material breach exists that has not been cured. The parties irrevocably grant any arbitrator who reviews a dispute pursuant to the procedures set forth in **Section 7.8** the binding authority to determine the question of whether such a material breach exists or has been cured under this Section.

6.4 **Apollo's Consent to Termination**. Any termination of this Agreement by Manager shall require the consent of the Board of Directors of Apollo Medical Holdings.

6.5 **Legal Events**. The parties acknowledge that this Agreement has been negotiated and entered into to effect compliance with the provisions of the Medicare and Medicaid anti-kickback statute, 42 U.S.C. § 1320a-7b(b), and the Stark law, 42 U.S.C. § 1395nn, and all other applicable laws and regulations. If any law is adopted or amended or any rule or regulation is published for public comment, promulgated or modified, any administrative ruling, advisory opinion or judicial interpretation in any jurisdiction is issued or modified or any court or administrative tribunal in any jurisdiction issues any decision, judgment, order or interpretation, which, in the reasonable judgment of one party draws into question the terms of this Agreement in a manner that may materially and adversely affect a party's or any party's affiliate's licensure, accreditation, certification, or ability to refer, to accept any referral, to bill, to claim, to present a bill or claim, or to receive payment or reimbursement from any federal, state or local governmental or non-governmental payor or that may subject such party to a substantial risk of prosecution or civil monetary penalty, then the parties shall modify this Agreement to the minimum extent necessary to eliminate the illegal or unenforceable aspects hereof, while remaining consistent with the intent of this Agreement in its original form.

6.6 **Effect of Expiration or Termination**.

6.6.1 **Termination of Obligations**. Upon the expiration or termination of this Agreement, all Secured Obligations shall be immediately paid in full and neither party shall have any further obligations under this Agreement except for (i) obligations accruing prior to the date of expiration or termination and (ii) obligations, promises, or covenants set forth in this Agreement that are expressly made to extend beyond the Term. In addition, Practice shall no longer have any right to the space, equipment, supplies, personnel and services provided by Manager hereunder and shall no longer have the right to use or otherwise benefit from the Confidential Information in any form or fashion. Practice shall immediately return to Manager any space, equipment, records and other items provided hereunder (including all copies thereof) and cease using any of the Confidential Information. Interest shall accrue at a rate of 8% per annum on any Secured Obligations that remain outstanding after the expiration or termination of this Agreement until such Secured Obligations are paid in full.

6.6.2 **Manager's Collateral**. If, upon the expiration or termination of this Agreement, any Secured Obligations remain outstanding that are not paid within sixty (60) days after termination, Manager shall be entitled (i) to exercise in respect of the Collateral all of its rights, powers and remedies provided for herein, by law, in equity or otherwise, including all rights and remedies of a secured party under the UCC, and (ii) to apply the proceeds collected by Manager from the exercise of such remedies (A) first, to pay all reasonable costs and expenses incurred by Manager from its exercise of such remedies, (B) second, after all of the reasonable costs and expenses referred to in **clause (A)** are paid in full, to pay the Secured Obligations, and (C) third, after payment in full of the amounts referred to in **clauses (A)** and **(B)**, to Practice or any other person lawfully entitled to receive such surplus.

7. MISCELLANEOUS.

7.1 Status of Parties. It is expressly acknowledged that the parties are independent contractors, and nothing in this Agreement is intended and nothing shall be construed to create an employer-employee, partnership, joint-venture, or agency relationship. Each of Manager and Practice agrees that such party shall be solely responsible for all State and federal laws pertaining to employment taxes, income withholding, unemployment insurance and other employment-related statutes applicable to that party, and each will indemnify and hold the other harmless from any and all loss or liability arising with respect to such matters.

7.2 Insurance. Manager shall maintain insurance for itself in such amounts, on such terms, and with such insurers as Manager shall determine.

7.3 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered by hand or a national over-night courier service, by facsimile with subsequent telephone confirmation, or three (3) Business Days after mailing when mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties in the manner provided below:

Practice:

Maverick Medical Group Inc.
700 N. Brand Blvd.
Suite 220
Glendale, CA 91203

Manager:

Apollo Medical Management, Inc.
700 N. Brand Blvd.
Suite 220
Glendale, CA 91203

With a copy to:

Nixon Peabody LLP
Gas Company Tower
555 West Fifth St., 46th Floor
Los Angeles, CA 90013
Attention: Jill H. Gordon
Facsimile: (877) 634-0751
Email: jgordon@nixonpeabody.com

And a copy to:

Robinson, Bradshaw & Hinson, P.A.
101 North Tryon Street, Suite 1900
Charlotte, North Carolina 28246
Attention: Karen A. Gledhill
Facsimile: (704) 373-3965
Email: kgledhill@RBH.com

Any party may change the address or facsimile number to which notice is to be given by notice given in the manner set forth above.

7.4 **Governing Law**. This Agreement shall be governed by the internal laws and judicial decisions of the State, without reference to conflicts of law principles.

7.5 **Assignment**. Except as specifically provided in this Agreement to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, and assigns; *provided, however*, that no party may assign this Agreement without the prior written consent of the other parties. Notwithstanding the foregoing, Practice acknowledges and agrees that (i) Manager may assign or delegate certain of Manager's obligations hereunder to a Subcontractor, but no such assignment or delegation shall relieve Manager of its duties hereunder, (ii) Manager shall have the right (A) to assign this Agreement as collateral to NNA under the Loan Documents, and NNA shall have the right to enforce Manager's rights under this Agreement at any time an "Event of Default" is in existence under the Loan Documents and (B) to assign this Agreement as collateral to any other lender that provides financing to Manager or any of its affiliates, and that such lender shall have the right to enforce Manager's rights under this Agreement at any time an "Event of Default" is in existence with respect to such lender's loan documents relating to Manager, and (iii) in each case referred to in clauses (ii)(A) and (ii)(B), NNA and any such lender shall have the right to foreclose upon the collateral assignment made by the Manager and exercise its rights and remedies with respect thereto as permitted by the terms of the collateral assignment or as otherwise permitted by law, including without limitation transferring the rights of Manager to an unaffiliated Person.

7.6 **Captions; Gender and Number**. Captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or prescribe the scope of this Agreement or the intent of any provision. The masculine gender includes the feminine and neuter genders and the singular includes the plural.

7.7 **Additional Assurances**. At the request of any party, the other parties shall execute any additional instruments and take any additional acts as may be reasonably required to carry out the intent and purposes of this Agreement.

7.8 **Dispute Resolution/Arbitration**. The parties shall use good faith negotiation to resolve any dispute that may arise under this Agreement. In the event the parties cannot reach agreement on any issue, such issue will be settled by binding arbitration before a single arbitrator in accordance with the Rules of Procedure for Arbitration of the American Health Lawyers Association (AHLA) Alternative Dispute Resolution Service, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall occur in the city where Practice is located within sixty (60) days after this arbitration clause is triggered by one party providing the other parties written notice of arbitration. The arbitrator shall be chosen in accordance with the rules of the AHLA Alternative Dispute Resolution Service then in effect. If the AHLA Alternative Dispute Resolution Service is no longer in effect, then the arbitration shall be conducted as set out above by the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association then in effect. The arbitrator may in any such proceeding award attorneys' fees and costs to the prevailing party. Manager and Practice shall share the costs of the arbitrator equally between them. Each party shall bear its own expenses of preparation for and participation in arbitration. The statute of limitations applicable to any claim shall be determined as if such claim were being asserted in a state court in the State, for all state law claims, and in a federal court in the State, for all federal law claims, and such statute of limitations shall apply to preclude arbitration of any claim hereunder not brought within the applicable limitation period. Notwithstanding anything herein to the contrary, the parties reserve the right to proceed at any time in any court having jurisdiction or by self help to exercise or prosecute the following remedies, as applicable: (i) all rights of self help, including peaceful occupation of real property and collection of rents, set off, and peaceful possession of personal property, (ii) pre-judgment garnishment or attachment of property, (iii) a preliminary injunction or temporary restraining order to preserve the status quo or to enforce a party's rights under any provision set forth in **Sections 4.12** and **4.13** and (iv) when applicable, a judgment by confession of judgment. Preservation of these remedies does not limit the power of the arbitrator(s) to grant similar remedies that may be requested by a party in a dispute. The agreement to arbitrate set forth in this **Section 7.8** may only be enforced by the parties to this Agreement and their permitted successors and assigns, shall survive the termination or breach of this Agreement, and shall be construed pursuant to and governed by the provisions of the Federal Arbitration Act, 9 U.S.C. §1, et seq.

7.9 **Force Majeure**. Other than Practice's repayment obligations with respect to the Secured Obligations, no party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by a party's employees, unavailability of supplies, or any other similar cause beyond the reasonable control of that party unless the delay or failure in performance is expressly addressed elsewhere in this Agreement.

7.10 **Severability; Reformation**. If any provision contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless the invalidity of any such provision substantially deprives either party of the practical benefits intended to be conferred by this Agreement. Notwithstanding the foregoing, any provision of this Agreement held invalid, illegal or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable, and the determination that any provision of this Agreement is invalid, illegal or unenforceable as applied to particular circumstances shall not affect the application of such provision to circumstances other than those as to which it is held invalid, illegal or unenforceable. To the extent permitted by law, the parties hereby to the same extent waive any applicable federal, State, and local laws, rules and regulations that renders any provision hereof prohibited or unenforceable in any respect. Nothing in this provision amends, or is intended to amend, **Section 6.5** of this Agreement.

7.11 **Amendments to Agreement**. This Agreement may not be modified, amended, supplemented or waived except by a writing signed by the authorized signatories of the parties hereto, and such writing must refer specifically to this Agreement. Without limiting the generality of the foregoing, this Agreement shall not be amended, supplemented or superseded without the consent of (i) the Board of Directors of Apollo Medical Holdings and (ii) so long as any obligations or lending commitments are outstanding under the Loan Documents, NNA.

7.12 **Entire Agreement**. This Agreement, together with its Appendix and Exhibits, constitutes the entire agreement of the parties with respect to matters set forth in this Agreement and supersedes any prior understanding or agreement, oral or written, with respect to such matters, including without limitation any and all prior management service agreements.

7.13 **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be one and the same agreement. Execution by original signature delivered by facsimile transmission or other electronic means shall be deemed to be, and shall have the same effect as, execution by original signature.

7.14 **Compliance with HIPAA Requirements**. Manager shall be a party to a Business Associate Agreement with Practice in accordance with applicable law.

7.15 **Availability of Records**. In the event Manager is determined to be a subcontractor under the applicable provisions of the Social Security Act, including Section 1861(v)(1)(I) of the Social Security Act and related regulations, Manager will, until the expiration of four (4) years after the furnishing of services under this Agreement, make available upon the request of federal officials or their representatives, this Agreement and Manager's books, documents and records as may be necessary to certify the nature and extent of the cost incurred by Practice and services provided pursuant to this Agreement. This requirement shall adopt and incorporate by reference the applicable provisions of the Social Security Act with respect to the availability of all such subcontractor books and records.

7.16 **Third Party Beneficiary**. Manager and Practice agree that Apollo, as the sole shareholder of Manager, is an intended third party beneficiary of this Agreement and shall independently have the right to enforce Apollo's and Manager's rights under this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, Manager and Practice have caused this Agreement (including without limitation the power of attorney granted herein by Practice to Manager) to be executed all as of the day and year first above written.

MANAGER: **Apollo Medical Management, Inc.**

By: /s/ Kyle Francis

Name: Kyle Francis

Title: Chief Financial Officer

PRACTICE: **Maverick Medical Group Inc.**

By: /s/ Warren Hosseinion

Name: Warren Hosseinion, M.D.

Title: President

Appendix A

"**Affiliate**" means (i) with regard to any Person who is an individual, such Person's spouse, any issue, spouse of issue, a trust for the sole benefit of such Person or his/her/its Affiliates, or a corporation, partnership, limited liability company or other entity in which such Person or his/her/its Affiliates have an ownership interest or financial interest or business arrangement of any kind, and if such entity is a professional medical practice, including any physician employees of such entity and (ii) with regard to any Person that is not an individual, (A) any Person directly or indirectly controlling, controlled by or under common control with such Person through the ownership of two percent (2%) or more of the outstanding equity interests of a Person and (B) any and all directors, Managers, officers, partners, shareholders, members and physician employees of such Person and all settlors and trustees of any trust.

"**Agreement**" has the meaning set forth in the introductory paragraph to this Agreement.

"**applicable law**" means all federal, State, and local laws, rules and regulations.

"**Apollo**" means Apollo Medical Holdings, Inc., a Delaware corporation and the sole shareholder of Manager.

"**Authorized Person**" has the meaning set forth in **Section 2.2**.

"**Business Day**" means any day other than a Saturday or Sunday, a legal holiday or a day on which commercial banks in Los Angeles, California are authorized or required by law to be closed

"**Collateral**" has the meaning set forth in **Section 5.3**.

"**Confidential Information**" means and includes (i) data, know-how, processes, designs, inventions and ideas, patient records and lists, pricing information, vendor contracts and arrangements, market studies, business plans, computer software and programs, database technologies, systems, improvements, devices, know-how, discoveries, concepts, methods, information of Practice or Manager and its respective Affiliates and any other information, however documented, related to Practice or Manager and its respective Affiliates, including information that is a trade secret under applicable law; (ii) information concerning Practice or Manager including historical financial statements, financial projections and budgets, historical and projected revenues and expenses, capital spending budgets and plans, the names and backgrounds of key personnel, contractors, agents, suppliers and potential suppliers, personnel training and techniques and materials, purchasing methods and techniques, however documented; and (iii) any and all notes, analyses, compilations, studies, summaries and other material prepared by or for Manager or Practice with respect to Practice or Manager and its Affiliates containing or based, in whole or in part, upon any information included in the foregoing. Confidential Information shall not include any information that is or becomes generally publicly known other than as a result of disclosure by Manager or Practice or any of its Affiliates in breach of any obligation owed to Practice or Manager, as applicable.

"**Effective Date**" has the meaning set forth in the introductory paragraph to this Agreement.

"**Gross Collections**" means the cash collected from the provision of goods and services of any nature by Practice (including through Physicians), after deduction of refunds and Overpayments.

"**Loan Documents**" means (i) the Credit Agreement between Apollo and NNA, dated on or about the Effective Date, and the related Credit Documents (as defined in the Credit Agreement), and (ii) the Convertible Secured Note made by Apollo in favor of NNA, dated on or about the Effective Date, in each case as amended or restated from time to time.

"**Management Fee**" has the meaning set forth in **Section 5.2**.

"**Manager**" has the meaning set forth in the introductory paragraph to this Agreement.

"**NNA**" means NNA of Nevada, Inc., a Nevada corporation.

"**Overpayments**" has the meaning set forth in **Section 5.1.5**.

"Owners" means all owners of Practice.

"**parties**" means Manager and Practice; each a "**party**."

"**Person**" or "**person**" means any natural person, firm, association, organization, corporation, partnership, limited liability company, limited liability partnership, professional corporation, joint venture, public entity, and any other business, including, without limitation, a third party payor.

"**Physicians**" means all Owners, all physicians who are employees of Practice and all physicians who are retained, either directly or through a practice entity, as independent contractors to provide physician services on behalf of Practice.

"**Practice**" has the meaning set forth in the introductory paragraph to this Agreement.

"**Practice Account**" has the meaning set forth in **Section 5.1.4**

"**Practice Medical Supplies**" means all inventories of pharmaceuticals and other supplies that: (i) are necessary in order for Practice to operate its business; and (ii) a licensed health care provider must purchase, maintain, or secure.

"**Premises**" means the locations made available to Practice by Manager pursuant to this Agreement where Practice provides services to patients and clients.

"**Professional Services Agreement**" means each agreement or arrangement pursuant to which Practice recruits and/or retains Physicians as employees or independent contractors to provide services on behalf of Practice, and any shareholder agreement, stock restriction agreement, operating agreement or other arrangement governing the economic, voting and/or other rights and obligations of the owners of Practice.

"**Secured Obligations**" has the meaning set forth in **Section 5.3**.

"**Shareholder Agreement**" means the Physician Shareholder Agreement, dated as of the Effective Date, among Manager, Apollo, Practice and Warren Hosseinion, M.D.

"**State**" means the State of California.

"**Subcontractor**" has the meaning set forth in **Section 2.1**.

"**Support Personnel**" has the meaning set forth in **Section 3.4**.

"**Term**" means the initial and any renewed periods of duration of this Agreement as further described in **Section 6.1**.

"**UCC**" has the meaning set forth in **Section 5.3**.

Exhibit A

Management Fee

In consideration of the broad scope of services Manager will provide to Practice, Practice shall pay to Manager a fee equal to 20% of Gross Collections per month plus a separate fee for services related to marketing, which shall be reimbursed on an expense basis, which fees Practice acknowledges and agrees constitutes the fair market value of such services.

In addition, Practice shall reimburse the Manager for all reasonable out-of-pocket costs incurred by Manager, directly and primarily related to, or in furtherance of, its performance of its services under the Agreement, including without limitation:

- All compensation, insurance and benefits payable to Manager's employees and independent contractors providing services to Practice
- Medical supplies
- Transcription/Inspections
- Patient Meals/Transportation
- Rent/Facilities/Utilities
- Equipment Leases/Debt Service/Bank Fees
- Equipment Supplies and Services
- Fees payable to professionals (attorneys, accountants)
- Communications, Marketing, Travel, Automobile, Entertainment

Manager shall provide a monthly report of its expenses hereunder.

Exhibit 10.21

AMENDED AND RESTATED MANAGEMENT SERVICES AGREEMENT

THIS AMENDED AND RESTATED MANAGEMENT SERVICES AGREEMENT (as amended in accordance with the terms hereof, this "**Agreement**"), dated as of March 28, 2014 (the "**Effective Date**"), is by and between **Apollo Medical Management, Inc.**, a Delaware corporation ("**Manager**"), and **ApolloMed Hospitalists, A Medical Corporation**, a California professional corporation ("**Practice**").

BACKGROUND STATEMENT

Practice provides professional medical services in California and desires to retain Manager to provide management services as provided herein. The parties to this Agreement originally entered into a management services agreement effective August 1, 2008, amended and restated the original Agreement on March 20, 2009, and now desire to amend and restate the amended and restated management services agreement pursuant to the terms below.

STATEMENT OF AGREEMENT

The parties agree as follows:

1. DEFINITIONS. Capitalized terms used herein shall have the meanings set forth in **Appendix A** to this Agreement.

2. APPOINTMENT AND AUTHORITY OF MANAGER

2.1 Appointment and Authority. Practice hereby appoints Manager as its sole and exclusive agent for the management of Practice, subject to the limits set forth in **Section 2.2**, and Manager hereby accepts such appointment, subject at all times to the provisions of this Agreement. Practice acknowledges that Manager shall have the right to provide certain of such services through one or more Affiliated subcontractors (each, a "**Subcontractor**"), provided that Manager shall remain responsible for any work performed by a Subcontractor, and each Subcontractor shall be an express third party beneficiary of the limitations on liability set forth herein as to Manager.

2 . 2 Limits on Manager Authority. Practice shall have the sole and complete authority, responsibility, supervision and control over all diagnoses, treatments, procedures, and other health care services provided by it. Manager shall not be, or be deemed to be, a partner of Practice or engaged in the practice of medicine, and Manager shall not interfere in any manner whatsoever with the exercise of the professional judgment of Practice or the Physicians, or have any authority to perform any act which may only be performed by an individual licensed to practice medicine in the State. Furthermore, Manager acknowledges and agrees that Practice may only be governed and managed by individuals licensed to practice medicine (an "**Authorized Person**") and, notwithstanding any other term herein to the contrary, Manager shall not commit any act, nor exercise any power or authority hereunder, that may only be committed or exercised by an Authorized Person. To the extent that any act or service herein required of Manager should be construed by a court or regulatory body to constitute the practice of medicine, the requirement to perform that act or service by Manager shall be deemed waived and unenforceable. Neither Practice nor Manager has knowledge that the terms of this Agreement or any relationship among Practice, Owners, Manager and/or the Physicians violate any law relating to fee splitting and/or the corporate practice of medicine. Each of Practice and Manager accordingly agrees that it will not sue, claim, aver, allege or assert that this Agreement or any relationship among Practice, Owners, Manager and/or the Physicians violates any law relating to fee splitting and/or the corporate practice of medicine.

2.3 **Manager Recommendations**. Practice shall consider and respond to, promptly and in good faith, all recommendations of Manager, and Practice agrees not to take any actions which will unreasonably interfere with or expand the duties or financial obligations of Manager hereunder without the prior approval of Manager.

3. **COVENANTS AND RESPONSIBILITIES OF MANAGER**. During the Term, Manager shall have the following obligations.

3.1 **Practice Development**. With Practice's assistance, Manager shall periodically develop and implement business plans, marketing plans and other strategic initiatives for the growth and improvement of Practice's business and service lines. To the extent that any expansion plans involve expansion, renovation, or development of additional office space, Manager shall also provide project development services consisting of site visits to determine the feasibility of potential sites, development of preliminary plans to assess whether programmatic requirements are met by the space(s) under consideration, coordination of leasing negotiations and the architectural, engineering and other consultants necessary to produce lease and contract documents, bidding of the contract documents, coordinating the work of the general contractor, ordering all equipment, furnishings and fixtures to be furnished by Manager and arranging for delivery and installation of same, and managing the start-up of new locations.

3.2 **Contract Negotiation**. To the extent permitted by applicable law, Manager will consult with and advise Practice on, and will negotiate, all contractual arrangements that are necessary or advisable for Practice's business.

3.3 **Quality Assistance**. Manager shall provide support for the development of Practice's overall peer review, quality assurance, coding education and compliance programs. Manager may share utilization review data, quality assurance data, cost data, outcomes data, and other data of Practice with third party payors for the purpose of obtaining or maintaining third party payor contracts, with financial analysts and underwriters and with other unrelated parties; provided that any disclosure outside of Manager for any purpose unrelated to third party payor contracting shall not identify any patient or Physician by name without Practice's consent. In addition, Manager may aggregate Practice data with similar data from similar operations owned or managed by Manager and its Affiliates and may share and use such aggregated data for any purpose so long as such data does not identify any patient or Physician by name.

3.4 **Non-Physician Personnel**. Other than any non-physician personnel required to be employed by Practice as required by Medicare claims processing or other similar requirements, Manager shall provide, either directly or through a Subcontract, all non-physician personnel ("**Support Personnel**") for Practice. Manager or Subcontractor, as applicable, shall have the responsibility for determining and paying compensation, providing benefits, and making any withholdings required by applicable law, including any required withholdings for income tax, unemployment insurance, and social security, for Support Personnel hired by either of them.

3 . 5 **Physician Relationships.** Manager shall oversee and provide services in connection with Practice's relationships with its Physicians, including payroll processing, the design and negotiation of physician recruitment programs and employment agreements, and benefit plan design and management.

3.6 **Premises and Office Assets.** Manager shall make available for use by Practice such Premises as the parties shall mutually agree are appropriate for Practice's business. Manager shall also provide all utilities, office services, medical and nonmedical equipment, computer systems and software, fixtures, office supplies, furniture and furnishings reasonably necessary for the operation of Practice. Manager shall be responsible for all necessary repairs and maintenance of the assets comprising the office space, consistent with Manager's responsibilities under the terms of applicable leases, and subject to normal wear and tear. All such assets shall at all times remain the sole and exclusive property of Manager and shall remain at the Premises. Concurrently with the execution of this Agreement, in exchange for a fair market value purchase price, Practice shall (i) transfer all personal property (other than cash) of Practice to Manager in exchange for fair market value of the assets, in order to allow Manager to fulfill its obligations hereunder, except to the extent any such property is required by applicable law to be held by Practice, and (ii) transfer all of Practice's cash to the Practice Account. Notwithstanding anything contained in this Section to the contrary, Practice will not transfer to Manager and Practice will continue to own all medical records, pharmaceuticals, physician contracts, and other such professional assets.

3 . 7 **Supplies**. Manager shall provide all of the medical, office and other supplies reasonably necessary to operate Practice's business;*provided, however*, that Manager shall only assist Practice in obtaining Practice Medical Supplies to the extent such supplies are required by applicable law to be obtained by Practice. The supplies shall at all times remain the sole and exclusive property of Manager and shall remain at the Premises.

3 . 8 **Licenses and Permits**. Manager shall provide support, with the assistance and cooperation of Practice, in connection with Practice's obtaining and maintaining the licenses, permits, and Medicare and Medicaid provider numbers.

3.9 **Accounting.** Manager will perform the bookkeeping and accounting functions for Practice.

3.10 **Insurance**. Manager will facilitate the procurement of contracts of insurance with insurance providers including: (i) commercial general liability insurance in an amount not less than Three Million Dollars ($3,000,000), with a deductible of $25,000, (ii) professional liability insurance in an amount not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in annual aggregate, with a deductible of $25,000, (iii) directors and officers insurance in an amount not less than Three Million Dollars ($3,000,000), with a deductible of $25,000, (iii) errors and omissions insurance in an amount not less than Three Million Dollars ($3,000,000), with a deductible of $25,000, and (iv) workers compensation coverage in such amounts and on such terms as required by law.

3.11 **Disclaimers**. MANAGER MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS (A) THAT THE SERVICES PROVIDED BY MANAGER WILL RESULT IN ANY PARTICULAR AMOUNT OR LEVEL OF SERVICES OR INCOME TO PRACTICE, (B) WITH RESPECT TO THE WORK TO BE PERFORMED BY ARCHITECTS, ENGINEERS, CONSULTANTS AND CONTRACTORS PROVIDING SERVICES TO ANY PREMISES OR (C) WITH RESPECT TO THE PREMISES, THE EQUIPMENT, THE SUPPLIES OR THIRD-PARTY SOFTWARE, INCLUDING WITHOUT LIMITATION, THE DESIGN OR CONDITION THEREOF, THEIR MERCHANTABILITY, FITNESS, CAPACITY, QUALITY, DURABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THEIR MATERIAL OR WORKMANSHIP OR THEIR CONFORMITY TO ANY SPECIFICATIONS, AND MANAGER HEREBY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS. To the extent that Manager's affiliates provide any goods and services to Practice, Practice shall rely exclusively on the warranties provided by such affiliates.

4. **COVENANTS AND RESPONSIBILITIES OF PRACTICE**. During the Term, Practice shall have the following obligations.

4.1 **Licensure**. With Manager's assistance, Practice shall hold, and shall cause all Physicians to hold, the licenses, permits, and Medicare and Medicaid provider numbers required or appropriate in connection with the operation of Practice in compliance with all applicable state and federal laws, rules, and regulations. Practice shall provide prompt notice to Manager of any threatened or actual termination or suspension of any governmental authorization, or any event or condition that may lead to a termination of suspension of any governmental authorization, as soon as reasonably practicable after obtaining knowledge thereof. Practice shall use commercially reasonable efforts to administer and follow the duly adopted policies and procedures applicable to Practice.

4.2 **Services**. Practice shall be solely responsible for the supervision and performance by the Physicians of professional services and related personnel matters.

4.3 **Physician Compensation**. Practice shall be responsible for paying compensation to, and providing any applicable benefits (including malpractice insurance) for, all Physicians, including making any withholdings for income tax, unemployment insurance, and social security to the extent required under applicable law and, in all cases, in a manner consistent with the terms of the Professional Services Agreements and the budgets for Practice provided by Manager from time to time. Practice shall also pay all physician fringe benefits and payments required under the Professional Services Agreements.

4.4 **Professional Standards**. During the Term, Practice shall immediately notify Manager in writing upon becoming aware that any Physician does not meet the following qualifications and shall not knowingly permit any Physician who does not meet such qualifications to provide professional services on behalf of Practice unless approved in writing by Manager: (a) each Physician shall at all times have a valid and unrestricted license to practice medicine in the State that has never been suspended, revoked or otherwise restricted or terminated, shall have complied with all continuing medical education requirements imposed by State law, shall be in good standing with the Medical Board of the State, and shall have appropriate board and other certifications required to render services on behalf of Practice; (b) each Physician shall possess a valid DEA registration and state controlled substance registration certificate; (c) each Physician shall be covered by the malpractice insurance required for Practice hereunder; (d) each Physician shall have privileges at one or more hospitals designated by Practice; (e) each Physician shall be qualified and enrolled to provide reimbursable services under Medicare, Medicaid and each other applicable federal and state health care program and third party payor program in which Practice participates, and no Physician shall have been suspended, excluded, debarred or otherwise not permitted to continue to participate in the Medicaid and/or Medicare programs or any other applicable federal or state health care or third party payor program; and (f) no Physician shall be or shall have been indicted or convicted of, or plead guilty to (including a plea of *nolo contendere*), an offense related to health care, billing and/or submission of claims, or a felony or misdemeanor involving moral turpitude.

4.5 **Quality Assurance**. Practice shall cooperate with Manager to maintain a peer review, quality assurance, coding education and compliance programs pursuant to which Practice shall monitor and evaluate the consistency, quality, cost effectiveness and medical necessity of professional services provided by Physicians to ensure that such care meets currently accepted standards of medical competence and is in accordance with currently approved methods and practices in the medical profession.

4.6 **Non-Physician Staff**. Practice shall advise Manager with respect to the selection, retention, employment, training and termination of all Support Personnel provided by Manager. Practice shall provide appropriate professional training, supervision and direction to all Support Personnel providing medical care to, and the coding of medical procedures provided to, patients.

4.7 **Medical Records**. Practice shall require Physicians to complete all medical records for professional services provided by Practice promptly and in accordance with applicable laws and regulations and third party payor requirements. All medical records shall at all times remain Practice's property; *provided*, that Manager shall provide the staff to manage the medical records department and Practice shall provide Manager with access to and copies of such records as reasonably necessary for Manager to perform its obligations under this Agreement. Notwithstanding the foregoing, no patient records will be made available without the written consent of the patient if required by law. Practice shall provide Manager with copies of all Explanation of Benefit forms received by Practice from payors, to allow Manager to reconcile payments against accounts receivable and otherwise perform Manager's obligations under this Agreement.

4.8 **Medical Supplies**. Practice shall obtain and stock all Practice Medical Supplies. Whenever practicable, permissible under applicable law, and cost and quality competitive, Practice shall utilize any Manager group purchasing programs and formularies.

4.9 **Equipment**. Practice shall advise Manager of any equipment required to maintain the Premises in a manner suitable to provide services to Practice's patients and clients. Practice agrees to use the equipment solely for the purposes for appropriate medical purposes and not for any illegal purpose.

4.10 **Practice's Obligations with respect to Premises**. Practice shall not make any alterations to the Premises without the prior written approval of Manager. Practice shall promptly remove, upon request by Manager, any alteration made to the Premises without Manager's written consent. Upon expiration or earlier termination of this Agreement, all permitted alterations to the Premises improvements shall become the property of the party entitled thereto under the applicable lease. Practice shall observe faithfully and comply strictly with any rules and regulations that Manager may from time to time reasonably adopt for the safety, operations, care and cleanliness of the Premises or the preservation of good order therein. Practice shall not commit, or permit any Physician to commit, any act or omission which breaches any obligations under any applicable lease.

4.11 **Preservation of Practice Assets; Exclusivity of Practice**.

4.11.1 **Governing Documents and Contracts**. Practice shall remain legally organized and authorized to provide physician services in a manner consistent with applicable law. During the Term, except as necessary to comply with applicable law, Practice and Owners shall not incur any indebtedness for borrowed money without Manager's consent, which is not be unreasonably withheld or delayed.

4.11.2 **Physician Non-Solicitation Covenants**. At all times during the term of this Agreement, Practice shall cause each Physician to agree that such Physician shall not directly or indirectly (i) use trade secrets of Practice to solicit any patients, customers or clients of Practice or (ii) solicit any employees, agents or independent contractors of Practice, in each case during such physician's employment or contractual relationship with, and/or ownership of equity in, Practice and for two (2) years thereafter. Manager is hereby designated as an express third party beneficiary of such covenants with full rights, to the extent permitted by law, to enforce such provisions at its election by injunctive relief and by specific performance or by pursuing monetary damages, such relief to be without the necessity of posting a bond, cash or other security. In the event of a Physician's non-compliance with his/her non-solicitation covenants, Practice shall exercise reasonable efforts to enforce such covenants.

4.11.3 **Exclusivity of Practice.** As a material inducement for Manager to enter into this Agreement, Practice agrees that during the Term of this Agreement and for a period of two (2) years after termination or expiration of this Agreement, Practice will not engage any party other than Manager to provide management, billing and collection, staffing, real estate and property or other services similar to any of those provided by Manager hereunder.

4.11.4 **Reasonableness of Covenants**. Practice acknowledges that Manager has expended, and will continue to expend, significant resources, and has undertaken significant obligations, and will continue to incur significant obligations, to be in a position to perform its obligations under this Agreement. Practice agrees that any actions or omissions of Practice in breach of the covenants set forth in this **Section 4.11** could materially impact Practice's ability to comply with its obligations hereunder, which could cause Manager's business to suffer a material adverse effect. In consideration of the foregoing, Practice acknowledges and agrees that the covenants set forth in this **Section 4.11** are reasonable and necessary to protect Manager's legitimate business interests.

4.12 **Nondisclosure of Confidential Information**. Practice acknowledges and agrees that during the Term hereof, it shall have access to Confidential Information and other proprietary information of Manager relating to the operation and management of physician practices, which information Practice acknowledges and agrees is confidential. Practice shall not, and its members, employees, Physicians, agents and Affiliates of the foregoing shall not, except as may be required by any lawful subpoena, court order or legal process, at any time without Manager's prior written consent: (i) disclose any such information to any third party, or (ii) reproduce or utilize any such information in furtherance of any business venture other than the business of Practice. If Practice or a Physician is required by lawful subpoena, court order, or legal process to disclose any Confidential Information or other proprietary information of Manager, Practice shall provide sufficient notice thereof to Manager to enable Manager to seek a protective order or other appropriate legal or equitable remedy to prevent such disclosure.

4.13 **Nonsolicitation of Employees**. Practice agrees that Manager has invested, and will continue to invest, substantial time and effort in assembling and training Manager's present staff and personnel. Accordingly, throughout the Term and for a period of two (2) years after termination of this Agreement for any reason Practice and its Affiliates shall not, at any time, directly or indirectly solicit, encourage, entice or induce for employment any employee of Manager (including any employee hired by Manager after the date hereof or after the termination hereof) or take any action which results in the termination of employment or other arrangements between Manager and an employee thereof or otherwise interferes with such employment.

4.14 **Remedies**. Practice acknowledges that the restrictions in **Sections 4.12** and **4.13** are reasonable and necessary to protect the legitimate interests of Manager and that any violation would result in irreparable injury to such party. All remedies available to Manager for breach of the provisions of **Sections 4.12** and **4.13** are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of the other remedies. Manager shall have, and may pursue, all remedies at law and in equity, and without limiting the generality of the foregoing, may sue for injunctive relief (without having to prove actual damages or immediate or irreparable harm or to post a bond) and damages including disgorgement of profits. If a court holds that the duration and/or scope of the restrictions set forth in **Sections 4.12** and **4.13** are unreasonable, then, to the extent permitted by law, the court may prescribe a duration and/or scope that is reasonable, and the parties agree to accept such determination subject to their rights of appeal. If Practice violates a restriction set forth in **Section 4.12** or **4.13**, then the time period applicable to Practice shall be extended for a period of time equal to the period during which said violation or violations occurred, but such extension of time shall not otherwise limit Manager's remedies for breach. If Manager seeks injunctive relief from said violation in court, then the running of the restrictive covenant period shall be suspended during the pendency of said proceeding, including all appeals by such party. This suspension shall cease upon the entry of a final judgment in the matter. The existence of any claim or cause of action by Practice against Manager, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Practice of the foregoing. Manager shall be entitled to reimbursement from Practice for its costs and fees, including reasonable attorneys' fees, associated with any litigation entered into to enforce **Sections 4.12** and **4.13** if Manager prevails in any such enforcement action.

4.15 **Survival**. The provisions of **Sections 4.12** through **4.14** shall survive the termination or expiration of this Agreement for a period of two (2) years thereafter (or longer if expressly so provided).

4.16 **DISCLAIMER OF LIABILITY**. Practice hereby acknowledges and agrees that Manager shall not be liable to Practice or any Physician for any consequential, special, punitive or incidental liability, loss or damage caused or alleged to be caused directly or indirectly through any action or inaction on the part of Manager hereunder or otherwise, including without limitation, by any defect or deficiency in the development, construction or manufacture of the Premises, any equipment or any supplies, whether based upon breach of contract or warranty, negligence or other legal theory.

5. FINANCIAL ARRANGEMENT.

5.1 Fiscal Matters.

5.1.1 Billing and Collection.

(a) Practice shall provide to Manager and shall maintain accurate, legible, complete, proper and timely documentation of all services and related information required for billing purposes and to demonstrate medical necessity of professional services in conformity with applicable professional standards, applicable law and Practice policies. Practice shall require coding for professional services utilizing Current Procedural Terminology (CPT) and for diagnoses utilizing the current version of the International Codes for Diseases. Practice shall, and shall cause each Physician to, cooperate fully with Manager's billing personnel and provide such information and execute such documents as shall be reasonably necessary for such billing personnel to prepare, process and collect bills for services rendered by Practice.

(b) Manager shall bill third parties using Practice and Physician provider numbers and shall use commercially reasonable efforts to collect all billable services. Manager's authority shall include, but not be limited to (i) extending the time of payment of any accounts receivables; (ii) discharging, settling or releasing the obligors of any such accounts receivables, (iii) suing, assigning or selling at a discount any accounts receivables, or (iv) taking other measures to procure the payment of any accounts receivables. Manager shall have no obligation to submit bills for any claim that Manager believes is not reimbursable under the particular circumstances, and while Manager may elect to pursue litigation to collect accounts, Manager shall have no obligation to do so.

5.1.2 **Payables and Cash Management**. Manager shall provide cash management services to Practice and shall handle the payment of expenses on behalf of Practice to the extent of available funds of Practice, including payment of the Management Fee to Manager. Manager shall make advances from time to time for the payment of Practice's expenses. Practice shall repay any such advances before making payment of any other expenses of Practice, unless Manager elects in its sole discretion to apply any such payment from Practice to expenses of Practice, or unless otherwise agreed in writing by Practice and Manager. In the event Manager and Practice enter into a loan agreement pursuant to which Manager agrees to make advances to Practice and the terms of such loan agreement conflict with the terms of this Section 5.1.2, the terms of such loan agreement shall govern. Manager or its affiliates may enter into loan arrangements with third party lenders from time to time to enable Manager to satisfy its commitment to make loan advances to Practice hereunder. In consideration of Manager's commitment to make loan advances to Practice hereunder, to the extent required by any third party lender, Practice agrees to enter into such loan documents in the same manner and on the same terms as Manager and its affiliates such that Practice is bound as a direct or indirect obligor under such loan documents and Practice's assets are pledged as collateral for such loan obligations.

5.1.3 **Special Power of Attorney**. In connection with the services to be provided hereunder, throughout the Term, Practice hereby grants Manager, and grants each Subcontractor pursuant to the applicable subcontract, a special power of attorney and appoints Manager and each Subcontractor as Practice's true and lawful agents and attorneys-in-fact, and Manager and each Subcontractor hereby accept such special power of attorney and appointment, for the following purposes:

(a) To bill Practice's patients, in Practice's name and on Practice's behalf, for professional and other services provided by or on behalf of Practice;

(b) To bill all claims for reimbursement or indemnification to insurance companies, Medicare, Medicaid, and all other third-party payors and fiscal intermediaries, in Practice's name and on Practice's behalf, for professional services provided by or on behalf of Practice;

(c) To deposit all amounts collected on behalf of Practice into Practice Account described below;

(d) To make and authorize disbursements from Practice Account to repay advances made by Manager and to pay expenses of Practice (including the Management Fee) on behalf of Practice;

(e) To take possession of, endorse in the name of Practice, and deposit into Practice Account any notes, checks, money orders, insurance payments, and any other instruments received in payment of accounts receivable for services provided by Practice. Manager shall be responsible for the loss, theft, or disappearance of such payments caused by its negligence or intentional misconduct, from the time of receipt by Manager until they are delivered to a common carrier or the applicable financial institution.

The special powers of attorney granted in this Agreement shall be coupled with an interest. Such special powers of attorney shall expire when this Agreement has been terminated. At Manager's request, Practice shall execute and deliver to the financial institution where Practice Account is maintained such additional documents or instruments as may be necessary to evidence or effect the special powers of attorney described above. With respect to any Practice Account into which receivables payable by a federally funded health care program (including Medicare and Medicaid) are paid, Practice may revoke the special power of attorney granted herein at any time, with or without cause, immediately upon written notice to Manager; *provided, however*, such revocation shall constitute a material breach of this Agreement and shall subject each party hereto to all the rights and remedies afforded the other hereunder for the breach.

5 . 1 . 4 **Practice Account**. Practice has established account(s) (collectively, the "**Practice Account**"), which shall be and at all times shall remain in Practice's name and under Practice's control, subject to the security interest granted pursuant to this Agreement. Practice covenants to transfer and deliver to Manager for deposit into Practice Account all funds received by or on behalf of Practice from patients or third party payors for services provided by Practice. Upon receipt by Manager of any funds from patients or third party payors or from Practice pursuant hereto for services provided by Practice, Manager shall immediately deposit the same into Practice Account. Practice shall designate at least two of Manager's designees (who may be Subcontractor employees) as the sole authorized signatories on Practice Account and Manager shall inform Practice who these designees are in writing and may, from time to time, specify different persons to be the signatories. Manager shall provide full access for Practice to information and records regarding Practice Account. Practice may revoke all authority granted to Manager and Manager's designees with respect to the Practice Account at any time, provided, however, that any such revocation shall constitute a material breach of this Agreement.

5 . 1 . 5 **Overpayments**. For the express purposes of this Agreement as they pertain to the billing and receipt of payments for patient accounts in accordance with the fee schedule established and maintained by Practice, Manager agrees to cooperate with and support Practice in investigating any inquiries and investigations by or on behalf of payors. If any internal or external audit demonstrates that Practice has received overpayments from third-party payors or submitted claims for payments that would result in overpayments from third-party payors (collectively, "**Overpayments**"), including without limitation from Medicare or Medicaid, then Manager shall be authorized to negotiate and execute the repayment by Practice of the Overpayments to such third-party payors.

5 . 2 **Management Fees**. Practice and Manager acknowledge that Manager will incur substantial costs and business risks in providing services pursuant to this Agreement. Practice and Manager also acknowledge that such costs and business risks can vary to a considerable degree according to the extent of Practice's business and services. It is the intent of the parties that the fees paid to Manager be reasonable and approximate its actual costs and expenses, plus a reasonable return considering the investment made by Manager and the fair market value of the services provided by Manager. Accordingly, as a fee for all development and management services provided hereunder, Practice shall pay Manager the fees set forth on **Exhibit A** attached hereto ("**Management Fee**"). The Management Fee shall be paid on a monthly basis, payable on or before the 20th day of each month for the preceding month. Payments that are more than 10 days late shall accrue interest at the rate of 1.0% per month or if lower, the highest rate permitted by law. As of each anniversary of this Agreement, the Management Fee shall be re-set by mutual agreement of the Parties to reflect fair market value and the scope of the services provided by Manager hereunder, provided that the Management Fee re-set shall also be subject to the approval of the Board of Directors of Apollo Medical Holdings. Upon any failure of the Parties to reach agreement or any failure to obtain the consent of the Board of Directors of Apollo Medical Holdings to the new Management Fee within 30 days of each anniversary, the Management Fee shall automatically increase by 20 percentage points from the then-current fee until the Parties reach agreement.

Pursuant to the power of attorney granted to Manager in **Section 5.1.3**, and in payment of the Management Fee, Manager is authorized to disburse the cash proceeds of Gross Collections deposited in Practice Account to a bank account of Manager on a daily basis and to pay from such proceeds, on behalf of Practice, the Management Fee.

Manager shall provide an accounting of: (i) all amounts withdrawn by Manager from Practice Account during the immediately preceding month as proceeds of Gross Collections, and (ii) all payments made by Manager during the immediately preceding month on behalf of Practice. The Management Fee reflects the fair market value of Manager's services. Payment of the Management Fee is not intended to be, and shall not be interpreted or applied as permitting, Manager to share in Practice's fees for medical services (all of which are being compensated pursuant to the Professional Services Agreements), but is acknowledged as the parties' negotiated agreement as to the reasonable fair market value of the items and services furnished by Manager pursuant to this Agreement, considering the nature and extent of the services required and the investment made by Manager.

5.3 **Grant of Security Interest**. To secure the payment and performance by Practice of its obligations hereunder, including without limitation Practice's obligations to pay the Management Fee and to repay advances made by Manager under **Section 5.1.2** (collectively, the "**Secured Obligations**"), Practice hereby grants to Manager a continuing security interest in any and all right, title and interest of Practice in and to the following, whether now owned, existing or owned, acquired or arising hereafter (capitalized terms used and not otherwise defined in this **Section 5.3** have the definitions given to such terms in the Uniform Commercial Code from time to time in effect in the State (the "**UCC**")) (collectively, the "**Collateral**"): all Accounts, all cash and cash equivalents, all Chattel Paper (including Electronic Chattel Paper), all Documents, all Equipment, all General Intangibles, all Goods, all Instruments, all Inventory, all Investment Property, all Letter-of-Credit Rights, all Payment Intangibles, all Proceeds, all Securities Accounts, all Software, all Supporting Obligations; all books, records, ledger cards, files, correspondence, computer programs, tapes, disks, and related data processing software (owned by Practice or in which it has an interest) that at any time evidence or contain information relating to any Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon; other personal property of any kind or type whatsoever owned by Practice other than Practice Account; and to the extent not otherwise included, all Accessions, Proceeds and products of any and all of the foregoing. Notwithstanding the foregoing grant of a security interest, this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by applicable law or requires a consent not obtained of any governmental authority pursuant to applicable law; provided, however, that for purposes of the foregoing it is understood and agreed that Practice will use its reasonable efforts to obtain a consent if permitted by applicable law. Except as may be expressly agreed by Manager in writing, Practice agrees and warrants that the Manager's lien hereunder is and shall at all times be a first priority lien on the Collateral, except that if, pursuant to Section 5.1.2, Practice grants liens on any of the Collateral to any third party lender of Manager and its affiliates, the lien and security interest granted by Practice to Manager herein shall be, without further action by any party, a second priority lien on the Collateral, subordinate and junior in all respects to the liens granted to lenders to Manager and its affiliates

5.3.1 **No Other Liens**. Practice represents, warrants and covenants that it has not granted or permitted to exist, and will not grant, a security interest in the Collateral to any other person other than Manager and, pursuant to Section 5.1.2, to any third party lender of Manager and its affiliates.

5.3.2 **Further Assurances**. Practice agrees that, from time to time, Practice shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary for the security interest granted or purported to be granted by Practice herein to be enforced and to enable Manager to exercise and enforce its rights and remedies hereunder with respect to the Collateral. Without limiting the generality of the foregoing, Practice shall execute and file, and hereby authorizes Manager to execute and file on behalf of and in the name of Practice, such security agreements, financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as Manager may request, in order to perfect and preserve the security interest granted or purported to be granted hereby by Practice in accordance with the UCC, including, without limitation, any financing statement that describes the Collateral as "all personal property" or "all assets" of Practice or that describes the Collateral in some other manner as Manager deems necessary or advisable. Practice agrees to mark its books and records to reflect the security interest of Manager in the Collateral.

5.3.3 **Exclusions**. Notwithstanding the foregoing grant of a security interest, this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by any law or regulation or requires a consent not obtained of any governmental authority pursuant to such law or regulation; *provided however*, that for purposes of the foregoing, it is understood and agreed that Practice will use its reasonable efforts to obtain a consent if permissible by the applicable law or regulation.

5.3.4 **Survival**. The provisions of this **Section 5.3** shall survive the termination or expiration of this Agreement until all of Practice's payment obligations to Manager are satisfied in full.

6. TERM AND TERMINATION.

6.1 **Term**. Unless otherwise terminated in accordance with this Agreement, the Term shall commence on the Effective Date, shall continue until the twentieth (20^{th}) annual anniversary of the Effective Date, and shall automatically renew for successive five (5) year periods.

6.2 **Termination for Cause**.

6.2.1 Practice may elect to terminate this Agreement upon the occurrence of any of the following events with respect to Manager:

(a) the dissolution or liquidation of Manager; or

(b) the filing of a voluntary or involuntary bankruptcy petition (with respect to an involuntary petition, not dismissed within sixty (60) days); a general assignment for the benefit of creditors; and/or any other similar, material action taken voluntarily or involuntarily under any state or federal statute for the protection of debtors (with respect to an involuntary action, not dismissed within sixty (60) days).

6.2.2 Manager may elect to terminate this Agreement for cause upon the occurrence of any of the following events with respect to Practice:

(a) the dissolution or liquidation of Practice;

(b) the filing of a voluntary or involuntary bankruptcy petition (with respect to an involuntary petition, not dismissed within sixty (60) days); and/or a general assignment for the benefit of creditors, or any other similar, material action taken voluntarily or involuntarily under any state or federal statute for the protection of debtors (with respect to an involuntary action, not dismissed within sixty (60) days) of Practice;

(c) the cessation of all or substantially all active clinical operations of Practice;

(d) the sale, lease or other disposition of all or a material portion of Practice's assets to any third party, other than asset sales and leases in the ordinary course of business;

(e) Practice's loss or suspension of its Medicare or Medicaid provider number and/or Practice's restriction, suspension or exclusion from treating beneficiaries of the Medicare or Medicaid programs so long as such loss, suspension, restriction, suspension or exclusion is for more than sixty (60) days; or

(f) the breach by any Owner of the Shareholder Agreement.

6.3 **Termination for Breach**. Either Manager or Practice may terminate this Agreement if there is a material breach of any of the provisions hereof by the other party that endangers the health or safety of patients of Practice. Upon discovery of any such material breach of this Agreement, the non-breaching party shall notify the breaching party in writing of its desire to terminate this Agreement and shall include in such notice the basis on which termination is being effected. If the breaching party fails to cure the breach within 90 days after notice, then this Agreement shall terminate on the 91st day following the date of such notice; provided, that in the event that such breach can be cured and good faith efforts to cure have been commenced but not completed within 90 days after such notice, then this Agreement shall not terminate prior to such cure unless the breaching party fails diligently to pursue the cure to completion or fails to complete such cure within a total cure period of 180 days; and, provided, further, that in the event of an unresolved dispute between the parties as to whether a material breach exists that endangers the health or safety of patients of Practice or with respect to the cure of such material breach, either Manager or Practice may submit such dispute for resolution pursuant to **Section 7.8** and the Agreement shall not terminate (based on the notice of breach then at issue pursuant to this Section) unless and until the procedures set forth in **Section 7.8** result in a ruling that such a material breach exists that has not been cured. The parties irrevocably grant any arbitrator who reviews a dispute pursuant to the procedures set forth in **Section 7.8** the binding authority to determine the question of whether such a material breach exists or has been cured under this Section.

6.4 **Apollo's Consent to Termination**. Any termination of this Agreement by Manager shall require the consent of the Board of Directors of Apollo Medical Holdings.

6.5 **Legal Events**. The parties acknowledge that this Agreement has been negotiated and entered into to effect compliance with the provisions of the Medicare and Medicaid anti-kickback statute, 42 U.S.C. § 1320a-7b(b), and the Stark law, 42 U.S.C. § 1395nn, and all other applicable laws and regulations. If any law is adopted or amended or any rule or regulation is published for public comment, promulgated or modified, any administrative ruling, advisory opinion or judicial interpretation in any jurisdiction is issued or modified or any court or administrative tribunal in any jurisdiction issues any decision, judgment, order or interpretation, which, in the reasonable judgment of one party draws into question the terms of this Agreement in a manner that may materially and adversely affect a party's or any party's affiliate's licensure, accreditation, certification, or ability to refer, to accept any referral, to bill, to claim, to present a bill or claim, or to receive payment or reimbursement from any federal, state or local governmental or non-governmental payor or that may subject such party to a substantial risk of prosecution or civil monetary penalty, then the parties shall modify this Agreement to the minimum extent necessary to eliminate the illegal or unenforceable aspects hereof, while remaining consistent with the intent of this Agreement in its original form.

6.6 **Effect of Expiration or Termination**.

6.6.1 **Termination of Obligations**. Upon the expiration or termination of this Agreement, all Secured Obligations shall be immediately paid in full and neither party shall have any further obligations under this Agreement except for (i) obligations accruing prior to the date of expiration or termination and (ii) obligations, promises, or covenants set forth in this Agreement that are expressly made to extend beyond the Term. In addition, Practice shall no longer have any right to the space, equipment, supplies, personnel and services provided by Manager hereunder and shall no longer have the right to use or otherwise benefit from the Confidential Information in any form or fashion. Practice shall immediately return to Manager any space, equipment, records and other items provided hereunder (including all copies thereof) and cease using any of the Confidential Information. Interest shall accrue at a rate of 8% per annum on any Secured Obligations that remain outstanding after the expiration or termination of this Agreement until such Secured Obligations are paid in full.

6.6.2 **Manager's Collateral**. If, upon the expiration or termination of this Agreement, any Secured Obligations remain outstanding that are not paid within sixty (60) days after termination, Manager shall be entitled (i) to exercise in respect of the Collateral all of its rights, powers and remedies provided for herein, by law, in equity or otherwise, including all rights and remedies of a secured party under the UCC, and (ii) to apply the proceeds collected by Manager from the exercise of such remedies (A) first, to pay all reasonable costs and expenses incurred by Manager from its exercise of such remedies, (B) second, after all of the reasonable costs and expenses referred to in **clause (A)** are paid in full, to pay the Secured Obligations, and (C) third, after payment in full of the amounts referred to in **clauses (A)** and **(B)**, to Practice or any other person lawfully entitled to receive such surplus.

7. MISCELLANEOUS.

7.1 Status of Parties. It is expressly acknowledged that the parties are independent contractors, and nothing in this Agreement is intended and nothing shall be construed to create an employer-employee, partnership, joint-venture, or agency relationship. Each of Manager and Practice agrees that such party shall be solely responsible for all State and federal laws pertaining to employment taxes, income withholding, unemployment insurance and other employment-related statutes applicable to that party, and each will indemnify and hold the other harmless from any and all loss or liability arising with respect to such matters.

7.2 Insurance. Manager shall maintain insurance for itself in such amounts, on such terms, and with such insurers as Manager shall determine.

7.3 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered by hand or a national over-night courier service, by facsimile with subsequent telephone confirmation, or three (3) Business Days after mailing when mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties in the manner provided below:

Practice:

ApolloMed Hospitalists, A Medical Corporation
700 N. Brand Blvd.
Suite 220
Glendale, CA 91203

Manager:

Apollo Medical Management, Inc.
700 N. Brand Blvd.
Suite 220
Glendale, CA 91203

With a copy to:

Nixon Peabody LLP
Gas Company Tower
555 West Fifth St., 46th Floor
Los Angeles, CA 90013
Attention: Jill H. Gordon
Facsimile: (877) 634-0751
Email: jgordon@nixonpeabody.com

And a copy to:

Robinson, Bradshaw & Hinson, P.A.
101 North Tryon Street, Suite 1900
Charlotte, North Carolina 28246
Attention: Karen A. Gledhill
Facsimile: (704) 373-3965
Email: kgledhill@RBH.com

Any party may change the address or facsimile number to which notice is to be given by notice given in the manner set forth above.

7.4 **Governing Law**. This Agreement shall be governed by the internal laws and judicial decisions of the State, without reference to conflicts of law principles.

7.5 **Assignment**. Except as specifically provided in this Agreement to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, and assigns; *provided, however*, that no party may assign this Agreement without the prior written consent of the other parties. Notwithstanding the foregoing, Practice acknowledges and agrees that (i) Manager may assign or delegate certain of Manager's obligations hereunder to a Subcontractor, but no such assignment or delegation shall relieve Manager of its duties hereunder, (ii) Manager shall have the right (A) to assign this Agreement as collateral to NNA under the Loan Documents, and NNA shall have the right to enforce Manager's rights under this Agreement at any time an "Event of Default" is in existence under the Loan Documents and (B) to assign this Agreement as collateral to any other lender that provides financing to Manager or any of its affiliates, and that such lender shall have the right to enforce Manager's rights under this Agreement at any time an "Event of Default" is in existence with respect to such lender's loan documents relating to Manager, and (iii) in each case referred to in clauses (ii)(A) and (ii)(B), NNA and any such lender shall have the right to foreclose upon the collateral assignment made by the Manager and exercise its rights and remedies with respect thereto as permitted by the terms of the collateral assignment or as otherwise permitted by law, including without limitation transferring the rights of Manager to an unaffiliated Person.

7.6 **Captions; Gender and Number**. Captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or prescribe the scope of this Agreement or the intent of any provision. The masculine gender includes the feminine and neuter genders and the singular includes the plural.

7.7 **Additional Assurances**. At the request of any party, the other parties shall execute any additional instruments and take any additional acts as may be reasonably required to carry out the intent and purposes of this Agreement.

7.8 **Dispute Resolution/Arbitration**. The parties shall use good faith negotiation to resolve any dispute that may arise under this Agreement. In the event the parties cannot reach agreement on any issue, such issue will be settled by binding arbitration before a single arbitrator in accordance with the Rules of Procedure for Arbitration of the American Health Lawyers Association (AHLA) Alternative Dispute Resolution Service, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall occur in the city where Practice is located within sixty (60) days after this arbitration clause is triggered by one party providing the other parties written notice of arbitration. The arbitrator shall be chosen in accordance with the rules of the AHLA Alternative Dispute Resolution Service then in effect. If the AHLA Alternative Dispute Resolution Service is no longer in effect, then the arbitration shall be conducted as set out above by the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association then in effect. The arbitrator may in any such proceeding award attorneys' fees and costs to the prevailing party. Manager and Practice shall share the costs of the arbitrator equally between them. Each party shall bear its own expenses of preparation for and participation in arbitration. The statute of limitations applicable to any claim shall be determined as if such claim were being asserted in a state court in the State, for all state law claims, and in a federal court in the State, for all federal law claims, and such statute of limitations shall apply to preclude arbitration of any claim hereunder not brought within the applicable limitation period. Notwithstanding anything herein to the contrary, the parties reserve the right to proceed at any time in any court having jurisdiction or by self help to exercise or prosecute the following remedies, as applicable: (i) all rights of self help, including peaceful occupation of real property and collection of rents, set off, and peaceful possession of personal property, (ii) pre-judgment garnishment or attachment of property, (iii) a preliminary injunction or temporary restraining order to preserve the status quo or to enforce a party's rights under any provision set forth in **Sections 4.12** and **4.13** and (iv) when applicable, a judgment by confession of judgment. Preservation of these remedies does not limit the power of the arbitrator(s) to grant similar remedies that may be requested by a party in a dispute. The agreement to arbitrate set forth in this **Section 7.8** may only be enforced by the parties to this Agreement and their permitted successors and assigns, shall survive the termination or breach of this Agreement, and shall be construed pursuant to and governed by the provisions of the Federal Arbitration Act, 9 U.S.C. §1, et seq.

7.9 **Force Majeure**. Other than Practice's repayment obligations with respect to the Secured Obligations, no party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by a party's employees, unavailability of supplies, or any other similar cause beyond the reasonable control of that party unless the delay or failure in performance is expressly addressed elsewhere in this Agreement.

7.10 **Severability; Reformation**. If any provision contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless the invalidity of any such provision substantially deprives either party of the practical benefits intended to be conferred by this Agreement. Notwithstanding the foregoing, any provision of this Agreement held invalid, illegal or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable, and the determination that any provision of this Agreement is invalid, illegal or unenforceable as applied to particular circumstances shall not affect the application of such provision to circumstances other than those as to which it is held invalid, illegal or unenforceable. To the extent permitted by law, the parties hereby to the same extent waive any applicable federal, State, and local laws, rules and regulations that renders any provision hereof prohibited or unenforceable in any respect. Nothing in this provision amends, or is intended to amend, **Section 6.5** of this Agreement.

7.11 **Amendments to Agreement**. This Agreement may not be modified, amended, supplemented or waived except by a writing signed by the authorized signatories of the parties hereto, and such writing must refer specifically to this Agreement. Without limiting the generality of the foregoing, this Agreement shall not be amended, supplemented or superseded without the consent of (i) the Board of Directors of Apollo Medical Holdings and (ii) so long as any obligations or lending commitments are outstanding under the Loan Documents, NNA.

7.12 **Entire Agreement**. This Agreement, together with its Appendix and Exhibits, constitutes the entire agreement of the parties with respect to matters set forth in this Agreement and supersedes any prior understanding or agreement, oral or written, with respect to such matters, including without limitation any and all prior management service agreements.

7.13 **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be one and the same agreement. Execution by original signature delivered by facsimile transmission or other electronic means shall be deemed to be, and shall have the same effect as, execution by original signature.

7.14 **Compliance with HIPAA Requirements**. Manager shall be a party to a Business Associate Agreement with Practice in accordance with applicable law.

7.15 **Availability of Records**. In the event Manager is determined to be a subcontractor under the applicable provisions of the Social Security Act, including Section 1861(v)(1)(I) of the Social Security Act and related regulations, Manager will, until the expiration of four (4) years after the furnishing of services under this Agreement, make available upon the request of federal officials or their representatives, this Agreement and Manager's books, documents and records as may be necessary to certify the nature and extent of the cost incurred by Practice and services provided pursuant to this Agreement. This requirement shall adopt and incorporate by reference the applicable provisions of the Social Security Act with respect to the availability of all such subcontractor books and records.

7.16 **Third Party Beneficiary**. Manager and Practice agree that Apollo, as the sole shareholder of Manager, is an intended third party beneficiary of this Agreement and shall independently have the right to enforce Apollo's and Manager's rights under this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, Manager and Practice have caused this Agreement (including without limitation the power of attorney granted herein by Practice to Manager) to be executed all as of the day and year first above written.

MANAGER: **Apollo Medical Management, Inc.**

By: /s/ Kyle Francis

Name: Kyle Francis

Title: Chief Financial Officer

PRACTICE: **ApolloMed Hospitalists, A Medical Corporation**

By: /s/ Warren Hosseinion

Name: Warren Hosseinion, M.D.

Title: President

Appendix A

"**Affiliate**" means (i) with regard to any Person who is an individual, such Person's spouse, any issue, spouse of issue, a trust for the sole benefit of such Person or his/her/its Affiliates, or a corporation, partnership, limited liability company or other entity in which such Person or his/her/its Affiliates have an ownership interest or financial interest or business arrangement of any kind, and if such entity is a professional medical practice, including any physician employees of such entity and (ii) with regard to any Person that is not an individual, (A) any Person directly or indirectly controlling, controlled by or under common control with such Person through the ownership of two percent (2%) or more of the outstanding equity interests of a Person and (B) any and all directors, Managers, officers, partners, shareholders, members and physician employees of such Person and all settlors and trustees of any trust.

"**Agreement**" has the meaning set forth in the introductory paragraph to this Agreement.

"**applicable law**" means all federal, State, and local laws, rules and regulations.

"**Apollo**" means Apollo Medical Holdings, Inc., a Delaware corporation and the sole shareholder of Manager.

"**Authorized Person**" has the meaning set forth in **Section 2.2**.

"**Business Day**" means any day other than a Saturday or Sunday, a legal holiday or a day on which commercial banks in Los Angeles, California are authorized or required by law to be closed

"**Collateral**" has the meaning set forth in **Section 5.3**.

"**Confidential Information**" means and includes (i) data, know-how, processes, designs, inventions and ideas, patient records and lists, pricing information, vendor contracts and arrangements, market studies, business plans, computer software and programs, database technologies, systems, improvements, devices, know-how, discoveries, concepts, methods, information of Practice or Manager and its respective Affiliates and any other information, however documented, related to Practice or Manager and its respective Affiliates, including information that is a trade secret under applicable law; (ii) information concerning Practice or Manager including historical financial statements, financial projections and budgets, historical and projected revenues and expenses, capital spending budgets and plans, the names and backgrounds of key personnel, contractors, agents, suppliers and potential suppliers, personnel training and techniques and materials, purchasing methods and techniques, however documented; and (iii) any and all notes, analyses, compilations, studies, summaries and other material prepared by or for Manager or Practice with respect to Practice or Manager and its Affiliates containing or based, in whole or in part, upon any information included in the foregoing. Confidential Information shall not include any information that is or becomes generally publicly known other than as a result of disclosure by Manager or Practice or any of its Affiliates in breach of any obligation owed to Practice or Manager, as applicable.

"**Effective Date**" has the meaning set forth in the introductory paragraph to this Agreement.

"**Gross Collections**" means the cash collected from the provision of goods and services of any nature by Practice (including through Physicians), after deduction of refunds and Overpayments.

"**Loan Documents**" means (i) the Credit Agreement between Apollo and NNA, dated on or about the Effective Date, and the related Credit Documents (as defined in the Credit Agreement), and (ii) the Convertible Secured Note made by Apollo in favor of NNA, dated on or about the Effective Date, in each case as amended or restated from time to time.

"**Management Fee**" has the meaning set forth in **Section 5.2**.

"**Manager**" has the meaning set forth in the introductory paragraph to this Agreement.

"**NNA**" means NNA of Nevada, Inc., a Nevada corporation.

"**Overpayments**" has the meaning set forth in **Section 5.1.5**.

"Owners" means all owners of Practice.

"**parties**" means Manager and Practice; each a "**party**."

"**Person**" or "**person**" means any natural person, firm, association, organization, corporation, partnership, limited liability company, limited liability partnership, professional corporation, joint venture, public entity, and any other business, including, without limitation, a third party payor.

"**Physicians**" means all Owners, all physicians who are employees of Practice and all physicians who are retained, either directly or through a practice entity, as independent contractors to provide physician services on behalf of Practice.

"**Practice**" has the meaning set forth in the introductory paragraph to this Agreement.

"**Practice Account**" has the meaning set forth in **Section 5.1.4**

"**Practice Medical Supplies**" means all inventories of pharmaceuticals and other supplies that: (i) are necessary in order for Practice to operate its business; and (ii) a licensed health care provider must purchase, maintain, or secure.

"**Premises**" means the locations made available to Practice by Manager pursuant to this Agreement where Practice provides services to patients and clients.

"**Professional Services Agreement**" means each agreement or arrangement pursuant to which Practice recruits and/or retains Physicians as employees or independent contractors to provide services on behalf of Practice, and any shareholder agreement, stock restriction agreement, operating agreement or other arrangement governing the economic, voting and/or other rights and obligations of the owners of Practice.

"**Secured Obligations**" has the meaning set forth in **Section 5.3**.

"**Shareholder Agreement**" means the Physician Shareholder Agreement, dated as of the Effective Date, among Manager, Apollo, Practice and Warren Hosseinion, M.D.

"**State**" means the State of California.

"**Subcontractor**" has the meaning set forth in **Section 2.1**.

"**Support Personnel**" has the meaning set forth in **Section 3.4**.

"**Term**" means the initial and any renewed periods of duration of this Agreement as further described in **Section 6.1**.

"**UCC**" has the meaning set forth in **Section 5.3**.

Exhibit A

Management Fee

In consideration of the broad scope of services Manager will provide to Practice, Practice shall pay to Manager a fee equal to 20% of Gross Collections per month plus a separate fee for services related to marketing, which shall be reimbursed on an expense basis, which fees Practice acknowledges and agrees constitutes the fair market value of such services.

In addition, Practice shall reimburse the Manager for all reasonable out-of-pocket costs incurred by Manager, directly and primarily related to, or in furtherance of, its performance of its services under the Agreement, including without limitation:

- All compensation, insurance and benefits payable to Manager's employees and independent contractors providing services to Practice
- Medical supplies
- Transcription/Inspections
- Patient Meals/Transportation
- Rent/Facilities/Utilities
- Equipment Leases/Debt Service/Bank Fees
- Equipment Supplies and Services
- Fees payable to professionals (attorneys, accountants)
- Communications, Marketing, Travel, Automobile, Entertainment

Manager shall provide a monthly report of its expenses hereunder.

Exhibit 10.22

PHYSICIAN SHAREHOLDER AGREEMENT

This **PHYSICIAN SHAREHOLDER AGREEMENT** (this **"Agreement"**), dated as of March 28, 2014, is granted and delivered by Warren Hosseinion, M.D. (**"Shareholder"**), a physician licensed under the laws of the State of California (the **"State"**), in favor of Apollo Medical Management, Inc. a Delaware corporation (**"Manager"**), and Apollo Medical Holdings, Inc., a Delaware corporation ("**Apollo**"), and for the account of ApolloMed Care Clinic, A Professional Corporation, a California professional corporation (**"Practice"**). Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Management Agreement (as defined below).

BACKGROUND STATEMENT

A. Practice is a professional entity organized under the laws of the State to provide physician medical services. Shareholder is the legal and beneficial owner of one hundred percent (100%) of the issued and outstanding stock in Practice (the **"Shares"**). Practice has entered into that certain Amended and Restated Management Services Agreement dated as of the date hereof by and between Practice and Manager (as amended or restated from time to time, the **"Management Agreement"**), pursuant to which Manager provides exclusive management and administrative services to Practice.

B. As the majority shareholder of Practice, Shareholder will substantially benefit from Manager's performance under the Management Agreement, including Manager's ability and requirement to extend credit to the Practice, and has the ability to impact Practice's compliance with certain terms of the Management Agreement. The purpose of this Agreement is to memorialize the agreement of Shareholder to act in accordance with the Management Agreement, and to the extent of Shareholder's personal authority, refrain from any action or inaction that would result in a breach by Practice of its obligations under the Management Agreement.

C. Pursuant to the Management Agreement, Manager has the exclusive right to provide management and administrative services to Practice. Manager has expended, and will continue to expend, significant resources, and has undertaken significant obligations, and will continue to incur significant obligations, to be in a position to perform its obligations under the Management Agreement. In consideration of such services, Practice has entered into certain covenants under the Management Agreement that assure Manager the exclusive right to provide management and administrative services to Practice.

D. Apollo, as the sole shareholder of Manager, has the authority to cause Manager to enter into the Management Agreement. In light of the substantial benefits flowing directly to Practice and indirectly to Shareholder from Manager's performance of the Management Agreement, it is a condition to Apollo's causing Manager to enter into the Management Agreement that Shareholder execute and deliver this Agreement. Apollo and Manager are relying on this Agreement in their decision for Manager to enter into the Management Agreement and Manager would not enter into the Management Agreement without this Agreement.

E. NNA of Nevada, Inc., a Nevada corporation ("**NNA**"), is loaning money to Apollo pursuant to (i) a Credit Agreement between Apollo and NNA, dated on or about the date hereof (as amended or restated from time to time, the "**Credit Agreement**"), and related Credit Documents (as defined in the Credit Agreement) and (ii) a Convertible Secured Note made by Apollo in favor of NNA, dated on or about the date hereof (as amended or restated from time to time, the "**Convertible Note**" and, collectively with the Credit Agreement and other Credit Documents, the "**Loan Documents**"). NNA has required this Agreement to be executed as a condition to entering into the Loan Documents. The proceeds of NNA's loans to Apollo will provide substantial benefits and assistance to Apollo and to Manager in the performance of Manager's obligations under the Management Agreement, including Manager's obligation to extend credit to the Practice; consequently, Shareholder will receive substantial benefits from NNA's loans to Apollo.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Apollo to cause Manager to enter into the Management Agreement with Practice and NNA to make loans to Apollo, Shareholder hereby agrees as follows:

ARTICLE I

SHAREHOLDER COVENANTS

1.1 Compliance with Management Agreement and Loan Documents.

(a) Without limiting any other obligation of Shareholder hereunder or of Practice under the Management Agreement, during the term of the Management Agreement, Shareholder shall not take any action, or fail to take any action, in his or her capacity as a shareholder, director or officer of Practice, that would cause Practice to breach the Management Agreement or any of the Loan Documents to which Practice is a party.

(b) Whenever the Management Agreement requires Manager and Practice to agree on the amount of the management fees payable by Practice under the Management Agreement, Shareholder shall use his or her best efforts to cause Practice to negotiate in good faith and to reach an agreement on the amount of such management fees.

(c) Shareholder agrees to be responsible for all damages suffered by Manager due to the affirmative actions or intentional omissions by Shareholder that result in a breach by Practice of its obligations under the Management Agreement or any Loan Document (such that the breach would not have occurred but for Shareholder's affirmative action or intentional omission in connection therewith).

1.2 Exclusivity of Management Relationship. Shareholder acknowledges the obligations set forth in Section 4.11.3 of the Management Agreement, pursuant to which Practice grants Manager the right to provide exclusive management and administrative services to Practice. In furtherance of such obligations, during the term of the Management Agreement, Shareholder agrees not to, directly or indirectly, whether through Practice or otherwise, act as manager, employee, independent contractor, consultant, director, officer, agent, investor, lender, owner or similar capacity, have an interest in or a financial relationship with, or be connected in any manner with, any medical practice engaged in the provision of hospitalist or primary care services (a "**Competing Practice**") within a 25-mile radius around any physician office or health care facility where Practice provides services (the "**Restricted Territory**") without first offering Manager the exclusive right to provide management and administrative services to such Competing Practice substantially on the same terms as set forth in the Management Agreement, or otherwise take any action that would deprive Manager of the bargained-for right to provide the full scope of management and administrative services to Practice.

1.3 Agreements with Employees. In furtherance of Section 4.13 of the Management Agreement, Shareholder shall not consent to or approve the waiver or release by Practice of any obligations owed by a physician employed or retained by Practice under the non-solicitation covenant required by Section 4.13 and shall cause Practice to use commercially reasonable efforts to enforce such non-solicitation covenant.

1.4 Non-Solicitation. In furtherance of Section 4.13 of the Management Agreement, Shareholder agrees that, except on behalf of Practice, Shareholder shall not directly or indirectly (i) use trade secrets of Practice to solicit any patients, customers or clients of Practice or (ii) solicit any employees, agents or independent contractors of Practice, in each case during such physician's employment or contractual relationship with, and/or ownership of equity in, Practice and for two years thereafter.

1.5 Issuance, Transfer of Shares. Further, subject to **ARTICLE II** below and for fair and reasonable consideration paid by Apollo concurrent with the execution hereof, Shareholder agrees:

(a) not to cause or consent to any of the following: (i) the issuance by Practice of additional Shares or other equity interests or (ii) the sale, transfer, redemption, pledge or other hypothecation of any Shares unless, in each case described in clauses (i) and (ii), the recipient or transferee (A) is permitted under State law to be a shareholder of Practice, (B) becomes a party to a Physician Shareholder Agreement substantially in the form of this Agreement or in such other form as otherwise agreed by Manager and Apollo, in their sole discretion, and (C) has been approved by the Board of Directors of Apollo; and

(b) to place a restrictive legend on any certificates representing Shares that reads substantially as follows:

> The shares represented by this certificate, and the transfer thereof, are subject to the provisions of a Physician Shareholder Agreement in favor of Apollo Medical Holdings, Inc. and Apollo Medical Management, Inc., dated as of March 28, 2014, as amended from time to time, a copy of which is on file in, and may be examined at, the principal office of Practice.

1.6 General.

(a) Shareholder agrees that his obligations hereunder are absolute and unconditional, and such obligations shall not be discharged, limited or otherwise affected by (i) any amendment, modification, supplement to, discharge or waiver of any provisions of the Management Agreement or Loan Documents or (ii) any other circumstance that might otherwise constitute a legal or equitable discharge or defense available to Practice or Shareholder.

(b) No obligation of Shareholder hereunder shall be discharged other than by complete performance of such obligation.

(c) Shareholder agrees that, pursuant to this Agreement, Shareholder shall deliver to Apollo, for Apollo to hold for the term of this Agreement, (i) an undated and signed irrevocable stock power with regard to its stock in Practice, (ii) an undated and signed resignation of Shareholder's position as officer and/or director, as applicable, of Practice, and (iii) Shareholder's stock certificate in Practice.

(d) Shareholder shall maintain Shareholder's license to practice medicine in the State, and Shareholder shall notify Apollo immediately upon the loss of such licensure or the commencement of any proceeding or action that may result in the loss of such licensure.

ARTICLE II

APOLLO'S ACQUISITION RIGHT

2.1 Apollo's Acquisition Right. In support and furtherance of Shareholder's obligations under this Agreement and for the consideration received herewith, Shareholder agrees that at any time during the term of this Agreement, Apollo may designate a third party who is permitted under California law to be a shareholder of Practice (a "**Permitted Transferee**") with the right (the "**Acquisition Right**") (a) to acquire Shareholder's Shares for a purchase price of $100.00, or (b) to acquire from Practice, for a purchase price of $100.00, a number of equity interests in Practice that, if issued to the Permitted Transferee, would result in such Permitted Transferee's holding a 51% ownership interest in Practice. In furtherance of the above, the parties agree that the proposed purchase price of $100 under either subsection (a) or (b) above shall be subject to confirmation by Apollo that such purchase price is fair market value. If Apollo determines that such purchase price is not fair market value, the option exercise price shall be an amount that is fair market value as determined by Apollo, in its sole discretion. The Acquisition Right shall be exercisable by Apollo by delivering written notice of such exercise and payment to Shareholder or Practice, as applicable, and upon exercise, Shareholder shall be obligated to assign and transfer the Shares or to cause Practice to issue new equity interests (as applicable), free and clear of all liens, encumbrances, claims of third parties, security interests, mortgages, pledges, agreements, options and rights of others of any kind whatsoever, whether or not filed, recorded or perfected. At any time an "Event of Default" is in existence under the Loan Documents, NNA shall have the right to require Apollo to exercise its Acquisition Right in favor of a Permitted Transferee approved by NNA. NNA may exercise this right by delivering written notice to Apollo, and Apollo shall exercise the Acquisition Right in favor of a Permitted Transferee approved by NNA within 10 business days of receiving such written notice from NNA.

2.2 Noncompetition. Shareholder agrees that for a period of two years after the transfer of all of Shareholder's Shares in Practice in connection with the exercise of the Acquisition Right set forth in **Section 2.1**, Shareholder shall not, directly or indirectly, (i) act as manager, employee, independent contractor, consultant, director, officer, agent, investor, lender, owner or similar capacity, have an interest in or a financial relationship with, or be connected in any manner with, any Competing Practice within the Restricted Territory, or (ii) solicit any patients, employees, customers or clients of Practice.

ARTICLE III

GENERAL

3.1 Term. This Agreement shall remain in full force and effect until such time as Shareholder no longer holds an ownership interest in any capital stock or other equity interests of Practice due to a transfer of any such equity interests as expressly permitted hereunder; provided, that the provisions set forth in **Sections 1.4** and **2.2** and in **Article III** of this Agreement shall survive termination.

3.2 Arbitration. Any dispute hereunder shall be settled exclusively by binding arbitration before a single arbitrator in accordance with the Rules of Procedure for Arbitration of the American Health Lawyers Association (AHLA) Alternative Dispute Resolution Service, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall occur in the city where Practice is located within sixty (60) days after a party gives notice to the other party of its election to trigger this arbitration clause. The arbitrator shall be chosen in accordance with the rules of the AHLA Alternative Dispute Resolution Service then in effect. If the AHLA Alternative Dispute Resolution Service is no longer in effect, then the arbitration shall be conducted as set out above by the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association then in effect. The arbitrator may award attorneys' fees and costs to the prevailing party. The parties shall share the costs of the arbitrator equally between them. Each party shall bear its own expenses of preparation for and participation in arbitration. The statute of limitations applicable to any claim shall be determined as if such claim were being asserted in the State where Practice is located, and such statute of limitations shall apply to preclude arbitration of any claim hereunder not brought within the applicable limitation period. Notwithstanding anything herein to the contrary, the parties reserve the right to proceed at any time in any court having jurisdiction or by self-help to exercise or prosecute the following remedies, as applicable: (i) all rights of self-help, including peaceful occupation of real property and collection of rents, set off, and peaceful possession of personal property, (ii) pre-judgment garnishment or attachment of property, (iii) a preliminary injunction or temporary restraining order to preserve the status quo or to enforce a party's rights under any provision set forth herein, and (iv) when applicable, a judgment by confession of judgment. Preservation of these remedies does not limit the power of the arbitrator to grant similar remedies that may be requested by a party in a dispute. The agreement to arbitrate set forth in this Section may only be enforced by the parties to this Agreement and their permitted successors and assigns, shall survive the termination or breach of this Agreement, and shall be construed pursuant to and governed by the provisions of the Federal Arbitration Act, 9 U.S.C. §1, et seq.

3.3 Waiver of Jury Trial. To the fullest extent permitted by law, the parties hereby waive the right to trial by jury.

3.4 Entire Agreement. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter hereof and supersedes any prior or contemporaneous written or oral understanding or agreement.

3.5 Legal Events. If any law is adopted or amended or any rule or regulation is published for public comment, promulgated or modified, any administrative ruling, advisory opinion or judicial interpretation in any jurisdiction is issued or modified or any court or administrative tribunal in any jurisdiction issues any decision, judgment, order or interpretation, which, in the reasonable judgment of one party draws into question the terms of this Agreement in a manner that may materially and adversely affect a party's or any party's affiliate's licensure, accreditation, certification, or ability to bill, to claim, to present a bill or claim, or to receive payment or reimbursement from any payor or that may subject such party to a substantial risk of prosecution or civil monetary penalty, then the parties shall modify this Agreement to the minimum extent necessary to eliminate the illegal or unenforceable aspects hereof, while remaining consistent with the intent of this Agreement in its original form.

3.6 Amendments; Waivers. No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by the party against whom the operation of such amendment, modification, or waiver is sought to the enforced. No delay in the exercise of any right shall be deemed a waiver thereof, and no waiver of a right or remedy in a particular instance shall constitute a waiver of such right or remedy generally. In addition, this Agreement shall not be amended, terminated, supplemented or superseded without the consent of (i) Apollo's Board of Directors or (ii) so long as any obligations or lending commitments are outstanding under the Loan Documents, NNA.

3.7 Waiver. No term of this Agreement, and no breach of this Agreement, shall be waived, altered or modified except by written instrument signed by the party sought to be bound thereby. A waiver of any breach on any one occasion shall not constitute a waiver of any other or subsequent breach whether of like or different nature. No delay or failure by any party to insist upon the strict performance of any term of this Agreement, or to exercise any right or remedy available upon any breach of this Agreement, shall operate as a waiver thereof, and no single or partial exercise of any right or remedy under this Agreement shall preclude other or further exercise thereof or the exercise of any other right, power or privilege. No course of dealing between the parties shall be effective to change, modify or discharge any provision of this Agreement or to constitute a waiver of any default hereunder.

3.8 Assignment. Neither Practice nor Shareholder shall assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Apollo. Each of Apollo and Manager shall have a right to assign this Agreement in connection with a transfer of all or substantially all of such party's business, whether by sale, merger or otherwise. Shareholder specifically agrees that Manager shall have the right to perform its obligations hereunder through any affiliate without Shareholder's consent. Practice, Shareholder and Manager acknowledge and agree that Apollo shall have the right to assign this Agreement as collateral to NNA under the Loan Documents, and NNA shall have the right to enforce NNA's and Apollo's rights under this Agreement at any time an "Event of Default" is in existence under the Loan Documents.

3.9 Successors and Assigns. All of the provisions herein contained shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the parties hereto to the same extent as if such heirs, successors and permitted assigns were in each case named as a party to this Agreement.

3.10 Severability. If any provision contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein, except as otherwise expressly provided in this Agreement. The parties hereto agree that if a court determines that any of the covenants contained herein is unreasonable, void or invalid for any reason whatsoever, then such covenant shall be modified as the court, or jury if applicable, shall determine to be fair and reasonable, IT BEING THE INTENT OF THE PARTIES HERETO TO BE SUBJECT TO AN AGREEMENT FOR THE NECESSARY PROTECTION OF THE LEGITIMATE INTERESTS OF APOLLO AND MANAGER, WHICH IS NOT UNDULY HARSH IN CURTAILING THE LEGITIMATE RIGHTS OF SHAREHOLDER. Shareholder acknowledges and agrees that the provisions herein do not deprive him/her of the ability to find employment and maintain a reasonable personal income.

3.11 Covenants Independent. The covenants contained herein shall be construed as independent agreements and the existence of any claim which Shareholder may have against Apollo, Manager or NNA will not constitute a defense to the enforcement by Apollo, Manager or NNA by injunctive relief or otherwise, of the provisions contained herein.

3.12 Notices. Any notices required or permitted to be given under this Agreement shall be given in writing to each other party and shall be deemed to be given (i) if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, on the third (3rd) day following mailing or (ii) if deposited with a commercial overnight delivery service, on the day following deposit. Notice shall be addressed to the recipient at the address set forth below, or such other address or addresses as Party may designate from time to time by notice satisfactory under this section:

To Shareholder:

Warren Hosseinion, M.D.
700 N. Brand Blvd.
Suite 220
Glendale, CA 91203

To Practice:

ApolloMed Care Clinic, A Professional Corporation
700 N. Brand Blvd.
Suite 220
Glendale, CA 91203

To Manager or Apollo:

Apollo Medical Management, Inc.
700 N. Brand Blvd.
Suite 220
Glendale, CA 91203

With a copy to:

Nixon Peabody LLP
Gas Company Tower
555 West Fifth Street, 46th Floor
Los Angeles, California 90013
Attention: Jill H. Gordon

And a copy to:

NNA of Nevada, Inc.
920 Winter Street
Waltham, Massachusetts 02451
Attention: General Counsel

And a copy to:

Robinson, Bradshaw & Hinson, P.A.
101 North Tryon Street, Suite 1900
Charlotte, North Carolina 28246
Attention: Karen A. Gledhill

To NNA:

NNA of Nevada, Inc.
920 Winter Street
Waltham, Massachusetts 02451
Attention: General Counsel

With a copy to:

Robinson, Bradshaw & Hinson, P.A.
101 North Tryon Street, Suite 1900
Charlotte, North Carolina 28246
Attention: Karen A. Gledhill

3.13 Further Assurances. At any time and from time to time, each party agrees, without further consideration, to take such actions and to execute and deliver such documents as may be necessary to effectuate the purposes of this Agreement.

3.14 Captions. The paragraph captions contained in this Agreement are inserted only as a matter of convenience of reference and in no way define, limit or describe the scope of this Agreement, nor the intent of any provision thereof.

3.15 Counterparts. This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Signatures transmitted by facsimile transmission shall be deemed originals for this purpose.

3.16 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State.

3.17 Construction. Notwithstanding the general rules of construction, both parties were given an equal opportunity to negotiate the terms and conditions of this Agreement and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

3.18 Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the other, whenever the context so requires.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, Shareholder has executed this Agreement as of the date and year first above written.

SHAREHOLDER:

/s/ Warren Hosseinion
Warren Hosseinion, M.D.

ACCEPTED AND AGREED
as of the date first above written:

APOLLO MEDICAL HOLDINGS, INC.

By: /s/ Kyle Francis
Name: Kyle Francis
Title: Chief Financial Officer

APOLLO MEDICAL MANAGEMENT, INC.

By: /s/ Kyle Francis
Name: Kyle Francis
Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED
as of the date first above written:

APOLLOMED CARE CLINIC, A PROFESSIONAL CORPORATION

By: /s/ Warren Hosseinion
Name: Warren Hosseinion, M.D.
Title: President

Exhibit 10.23

PHYSICIAN SHAREHOLDER AGREEMENT

This **PHYSICIAN SHAREHOLDER AGREEMENT** (this **"Agreement"**), dated as of March 28, 2014, is granted and delivered by Warren Hosseinion, M.D. (**"Shareholder"**), a physician licensed under the laws of the State of California (the **"State"**), in favor of Apollo Medical Management, Inc. a Delaware corporation (**"Manager"**), and Apollo Medical Holdings, Inc., a Delaware corporation ("**Apollo**"), and for the account of Maverick Medical Group, Inc., a California professional corporation (**"Practice"**). Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Management Agreement (as defined below).

BACKGROUND STATEMENT

A. Practice is a professional entity organized under the laws of the State to provide physician medical services. Shareholder is the legal and beneficial owner of one hundred percent (100%) of the issued and outstanding stock in Practice (the **"Shares"**). Practice has entered into that certain Amended and Restated Management Services Agreement dated as of the date hereof by and between Practice and Manager (as amended or restated from time to time, the **"Management Agreement"**), pursuant to which Manager provides exclusive management and administrative services to Practice.

B. As the majority shareholder of Practice, Shareholder will substantially benefit from Manager's performance under the Management Agreement, including Manager's ability and requirement to extend credit to the Practice, and has the ability to impact Practice's compliance with certain terms of the Management Agreement. The purpose of this Agreement is to memorialize the agreement of Shareholder to act in accordance with the Management Agreement, and to the extent of Shareholder's personal authority, refrain from any action or inaction that would result in a breach by Practice of its obligations under the Management Agreement.

C. Pursuant to the Management Agreement, Manager has the exclusive right to provide management and administrative services to Practice. Manager has expended, and will continue to expend, significant resources, and has undertaken significant obligations, and will continue to incur significant obligations, to be in a position to perform its obligations under the Management Agreement. In consideration of such services, Practice has entered into certain covenants under the Management Agreement that assure Manager the exclusive right to provide management and administrative services to Practice.

D. Apollo, as the sole shareholder of Manager, has the authority to cause Manager to enter into the Management Agreement. In light of the substantial benefits flowing directly to Practice and indirectly to Shareholder from Manager's performance of the Management Agreement, it is a condition to Apollo's causing Manager to enter into the Management Agreement that Shareholder execute and deliver this Agreement. Apollo and Manager are relying on this Agreement in their decision for Manager to enter into the Management Agreement and Manager would not enter into the Management Agreement without this Agreement.

E. NNA of Nevada, Inc., a Nevada corporation ("**NNA**"), is loaning money to Apollo pursuant to (i) a Credit Agreement between Apollo and NNA, dated on or about the date hereof (as amended or restated from time to time, the "**Credit Agreement**"), and related Credit Documents (as defined in the Credit Agreement) and (ii) a Convertible Secured Note made by Apollo in favor of NNA, dated on or about the date hereof (as amended or restated from time to time, the "**Convertible Note**" and, collectively with the Credit Agreement and other Credit Documents, the "**Loan Documents**"). NNA has required this Agreement to be executed as a condition to entering into the Loan Documents. The proceeds of NNA's loans to Apollo will provide substantial benefits and assistance to Apollo and to Manager in the performance of Manager's obligations under the Management Agreement, including Manager's obligation to extend credit to the Practice; consequently, Shareholder will receive substantial benefits from NNA's loans to Apollo.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Apollo to cause Manager to enter into the Management Agreement with Practice and NNA to make loans to Apollo, Shareholder hereby agrees as follows:

ARTICLE I

SHAREHOLDER COVENANTS

1.1 Compliance with Management Agreement and Loan Documents.

(a) Without limiting any other obligation of Shareholder hereunder or of Practice under the Management Agreement, during the term of the Management Agreement, Shareholder shall not take any action, or fail to take any action, in his or her capacity as a shareholder, director or officer of Practice, that would cause Practice to breach the Management Agreement or any of the Loan Documents to which Practice is a party.

(b) Whenever the Management Agreement requires Manager and Practice to agree on the amount of the management fees payable by Practice under the Management Agreement, Shareholder shall use his or her best efforts to cause Practice to negotiate in good faith and to reach an agreement on the amount of such management fees.

(c) Shareholder agrees to be responsible for all damages suffered by Manager due to the affirmative actions or intentional omissions by Shareholder that result in a breach by Practice of its obligations under the Management Agreement or any Loan Document (such that the breach would not have occurred but for Shareholder's affirmative action or intentional omission in connection therewith).

1.2 Exclusivity of Management Relationship. Shareholder acknowledges the obligations set forth in Section 4.11.3 of the Management Agreement, pursuant to which Practice grants Manager the right to provide exclusive management and administrative services to Practice. In furtherance of such obligations, during the term of the Management Agreement, Shareholder agrees not to, directly or indirectly, whether through Practice or otherwise, act as manager, employee, independent contractor, consultant, director, officer, agent, investor, lender, owner or similar capacity, have an interest in or a financial relationship with, or be connected in any manner with, any medical practice engaged in the provision of hospitalist or primary care services (a "**Competing Practice**") within a 25-mile radius around any physician office or health care facility where Practice provides services (the "**Restricted Territory**") without first offering Manager the exclusive right to provide management and administrative services to such Competing Practice substantially on the same terms as set forth in the Management Agreement, or otherwise take any action that would deprive Manager of the bargained-for right to provide the full scope of management and administrative services to Practice.

1.3 Agreements with Employees. In furtherance of Section 4.13 of the Management Agreement, Shareholder shall not consent to or approve the waiver or release by Practice of any obligations owed by a physician employed or retained by Practice under the non-solicitation covenant required by Section 4.13 and shall cause Practice to use commercially reasonable efforts to enforce such non-solicitation covenant.

1.4 Non-Solicitation. In furtherance of Section 4.13 of the Management Agreement, Shareholder agrees that, except on behalf of Practice, Shareholder shall not directly or indirectly (i) use trade secrets of Practice to solicit any patients, customers or clients of Practice or (ii) solicit any employees, agents or independent contractors of Practice, in each case during such physician's employment or contractual relationship with, and/or ownership of equity in, Practice and for two years thereafter.

1.5 Issuance, Transfer of Shares. Further, subject to **ARTICLE II** below and for fair and reasonable consideration paid by Apollo concurrent with the execution hereof, Shareholder agrees:

(a) not to cause or consent to any of the following: (i) the issuance by Practice of additional Shares or other equity interests or (ii) the sale, transfer, redemption, pledge or other hypothecation of any Shares unless, in each case described in clauses (i) and (ii), the recipient or transferee is permitted under State law to be a shareholder of Practice, and such transaction does not violate any term of the Loan Documents;

(b) not to cause or consent to any transaction described in Sections 1.5(a)(i) or 1.5(a)(ii) above whereby Shareholder would own less than seventy-five percent (75%) of the total outstanding shares of Practice unless the recipient or transferee as well as all other shareholders of Practice becomes a party to a Physician Shareholder Agreement substantially in the form of this Agreement or in such other form as otherwise agreed by Manager and Apollo, in their sole discretion the transaction; and

(c) to place a restrictive legend on any certificates representing Shares that reads substantially as follows:

> The shares represented by this certificate, and the transfer thereof, are subject to the provisions of a Physician Shareholder Agreement in favor of Apollo Medical Holdings, Inc. and Apollo Medical Management, Inc., dated as of March 28, 2014, as amended from time to time, a copy of which is on file in, and may be examined at, the principal office of Practice.

1.6 General.

(a) Shareholder agrees that his obligations hereunder are absolute and unconditional, and such obligations shall not be discharged, limited or otherwise affected by (i) any amendment, modification, supplement to, discharge or waiver of any provisions of the Management Agreement or Loan Documents or (ii) any other circumstance that might otherwise constitute a legal or equitable discharge or defense available to Practice or Shareholder.

(b) No obligation of Shareholder hereunder shall be discharged other than by complete performance of such obligation.

(c) Shareholder agrees that, pursuant to this Agreement, Shareholder shall deliver to Apollo, for Apollo to hold for the term of this Agreement, (i) an undated and signed irrevocable stock power with regard to its stock in Practice, (ii) an undated and signed resignation of Shareholder's position as officer and/or director, as applicable, of Practice, and (iii) Shareholder's stock certificate in Practice.

(d) Shareholder shall maintain Shareholder's license to practice medicine in the State, and Shareholder shall notify Apollo immediately upon the loss of such licensure or the commencement of any proceeding or action that may result in the loss of such licensure.

ARTICLE II

APOLLO'S ACQUISITION RIGHT

2.1 Apollo's Acquisition Right. In support and furtherance of Shareholder's obligations under this Agreement and for the consideration received herewith, Shareholder agrees that at any time during the term of this Agreement, Apollo may designate a third party who is permitted under California law to be a shareholder of Practice (a "**Permitted Transferee**") with the right (the "**Acquisition Right**") (a) to acquire Shareholder's Shares for a purchase price of $100.00, or (b) to acquire from Practice, for a purchase price of $100.00, a number of equity interests in Practice that, if issued to the Permitted Transferee, would result in such Permitted Transferee's holding a 51% ownership interest in Practice. In furtherance of the above, the parties agree that the proposed purchase price of $100 under either subsection (a) or (b) above shall be subject to confirmation by Apollo that such purchase price is fair market value. If Apollo determines that such purchase price is not fair market value, the option exercise price shall be an amount that is fair market value as determined by Apollo, in its sole discretion. The Acquisition Right shall be exercisable by Apollo by delivering written notice of such exercise and payment to Shareholder or Practice, as applicable, and upon exercise, Shareholder shall be obligated to assign and transfer the Shares or to cause Practice to issue new equity interests (as applicable), free and clear of all liens, encumbrances, claims of third parties, security interests, mortgages, pledges, agreements, options and rights of others of any kind whatsoever, whether or not filed, recorded or perfected. At any time an "Event of Default" is in existence under the Loan Documents, NNA shall have the right to require Apollo to exercise its Acquisition Right in favor of a Permitted Transferee approved by NNA. NNA may exercise this right by delivering written notice to Apollo, and Apollo shall exercise the Acquisition Right in favor of a Permitted Transferee approved by NNA within 10 business days of receiving such written notice from NNA.

2.2 Noncompetition. Shareholder agrees that for a period of two years after the transfer of all of Shareholder's Shares in Practice in connection with the exercise of the Acquisition Right set forth in **Section 2.1**, Shareholder shall not, directly or indirectly, (i) act as manager, employee, independent contractor, consultant, director, officer, agent, investor, lender, owner or similar capacity, have an interest in or a financial relationship with, or be connected in any manner with, any Competing Practice within the Restricted Territory, or (ii) solicit any patients, employees, customers or clients of Practice.

ARTICLE III

GENERAL

3.1 Term. This Agreement shall remain in full force and effect until such time as Shareholder no longer holds an ownership interest in any capital stock or other equity interests of Practice due to a transfer of any such equity interests as expressly permitted hereunder; provided, that the provisions set forth in **Sections 1.4** and **2.2** and in **Article III** of this Agreement shall survive termination.

3.2 Arbitration. Any dispute hereunder shall be settled exclusively by binding arbitration before a single arbitrator in accordance with the Rules of Procedure for Arbitration of the American Health Lawyers Association (AHLA) Alternative Dispute Resolution Service, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall occur in the city where Practice is located within sixty (60) days after a party gives notice to the other party of its election to trigger this arbitration clause. The arbitrator shall be chosen in accordance with the rules of the AHLA Alternative Dispute Resolution Service then in effect. If the AHLA Alternative Dispute Resolution Service is no longer in effect, then the arbitration shall be conducted as set out above by the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association then in effect. The arbitrator may award attorneys' fees and costs to the prevailing party. The parties shall share the costs of the arbitrator equally between them. Each party shall bear its own expenses of preparation for and participation in arbitration. The statute of limitations applicable to any claim shall be determined as if such claim were being asserted in the State where Practice is located, and such statute of limitations shall apply to preclude arbitration of any claim hereunder not brought within the applicable limitation period. Notwithstanding anything herein to the contrary, the parties reserve the right to proceed at any time in any court having jurisdiction or by self-help to exercise or prosecute the following remedies, as applicable: (i) all rights of self-help, including peaceful occupation of real property and collection of rents, set off, and peaceful possession of personal property, (ii) pre-judgment garnishment or attachment of property, (iii) a preliminary injunction or temporary restraining order to preserve the status quo or to enforce a party's rights under any provision set forth herein, and (iv) when applicable, a judgment by confession of judgment. Preservation of these remedies does not limit the power of the arbitrator to grant similar remedies that may be requested by a party in a dispute. The agreement to arbitrate set forth in this Section may only be enforced by the parties to this Agreement and their permitted successors and assigns, shall survive the termination or breach of this Agreement, and shall be construed pursuant to and governed by the provisions of the Federal Arbitration Act, 9 U.S.C. §1, et seq.

3.3 Waiver of Jury Trial. To the fullest extent permitted by law, the parties hereby waive the right to trial by jury.

3.4 Entire Agreement. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter hereof and supersedes any prior or contemporaneous written or oral understanding or agreement.

3.5 Legal Events. If any law is adopted or amended or any rule or regulation is published for public comment, promulgated or modified, any administrative ruling, advisory opinion or judicial interpretation in any jurisdiction is issued or modified or any court or administrative tribunal in any jurisdiction issues any decision, judgment, order or interpretation, which, in the reasonable judgment of one party draws into question the terms of this Agreement in a manner that may materially and adversely affect a party's or any party's affiliate's licensure, accreditation, certification, or ability to bill, to claim, to present a bill or claim, or to receive payment or reimbursement from any payor or that may subject such party to a substantial risk of prosecution or civil monetary penalty, then the parties shall modify this Agreement to the minimum extent necessary to eliminate the illegal or unenforceable aspects hereof, while remaining consistent with the intent of this Agreement in its original form.

3.6 Amendments; Waivers. No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by the party against whom the operation of such amendment, modification, or waiver is sought to the enforced. No delay in the exercise of any right shall be deemed a waiver thereof, and no waiver of a right or remedy in a particular instance shall constitute a waiver of such right or remedy generally. In addition, this Agreement shall not be amended, terminated, supplemented or superseded without the consent of (i) Apollo's Board of Directors or (ii) so long as any obligations or lending commitments are outstanding under the Loan Documents, NNA.

3.7 Waiver. No term of this Agreement, and no breach of this Agreement, shall be waived, altered or modified except by written instrument signed by the party sought to be bound thereby. A waiver of any breach on any one occasion shall not constitute a waiver of any other or subsequent breach whether of like or different nature. No delay or failure by any party to insist upon the strict performance of any term of this Agreement, or to exercise any right or remedy available upon any breach of this Agreement, shall operate as a waiver thereof, and no single or partial exercise of any right or remedy under this Agreement shall preclude other or further exercise thereof or the exercise of any other right, power or privilege. No course of dealing between the parties shall be effective to change, modify or discharge any provision of this Agreement or to constitute a waiver of any default hereunder.

3.8 Assignment. Neither Practice nor Shareholder shall assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Apollo. Each of Apollo and Manager shall have a right to assign this Agreement in connection with a transfer of all or substantially all of such party's business, whether by sale, merger or otherwise. Shareholder specifically agrees that Manager shall have the right to perform its obligations hereunder through any affiliate without Shareholder's consent. Practice, Shareholder and Manager acknowledge and agree that Apollo shall have the right to assign this Agreement as collateral to NNA under the Loan Documents, and NNA shall have the right to enforce NNA's and Apollo's rights under this Agreement at any time an "Event of Default" is in existence under the Loan Documents.

3.9 Successors and Assigns. All of the provisions herein contained shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the parties hereto to the same extent as if such heirs, successors and permitted assigns were in each case named as a party to this Agreement.

3.10 Severability. If any provision contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein, except as otherwise expressly provided in this Agreement. The parties hereto agree that if a court determines that any of the covenants contained herein is unreasonable, void or invalid for any reason whatsoever, then such covenant shall be modified as the court, or jury if applicable, shall determine to be fair and reasonable, IT BEING THE INTENT OF THE PARTIES HERETO TO BE SUBJECT TO AN AGREEMENT FOR THE NECESSARY PROTECTION OF THE LEGITIMATE INTERESTS OF APOLLO AND MANAGER, WHICH IS NOT UNDULY HARSH IN CURTAILING THE LEGITIMATE RIGHTS OF SHAREHOLDER. Shareholder acknowledges and agrees that the provisions herein do not deprive him/her of the ability to find employment and maintain a reasonable personal income.

3.11 Covenants Independent. The covenants contained herein shall be construed as independent agreements and the existence of any claim which Shareholder may have against Apollo, Manager or NNA will not constitute a defense to the enforcement by Apollo, Manager or NNA by injunctive relief or otherwise, of the provisions contained herein.

3.12 Notices. Any notices required or permitted to be given under this Agreement shall be given in writing to each other party and shall be deemed to be given (i) if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, on the third (3rd) day following mailing or (ii) if deposited with a commercial overnight delivery service, on the day following deposit. Notice shall be addressed to the recipient at the address set forth below, or such other address or addresses as Party may designate from time to time by notice satisfactory under this section:

To Shareholder:

Warren Hosseinion, M.D.
700 N. Brand Blvd.
Suite 220
Glendale, CA 91203

To Practice:

Maverick Medical Group, Inc.
700 N. Brand Blvd.
Suite 220
Glendale, CA 91203

To Manager or Apollo:

Apollo Medical Holdings, Inc.
700 N. Brand Blvd.
Suite 220
Glendale, CA 91203

With a copy to:

Nixon Peabody LLP
Gas Company Tower
555 West Fifth Street, 46th Floor
Los Angeles, California 90013
Attention: Jill H. Gordon

And a copy to:

NNA of Nevada, Inc.
920 Winter Street
Waltham, Massachusetts 02451
Attention: General Counsel

And a copy to:

Robinson, Bradshaw & Hinson, P.A.
101 North Tryon Street, Suite 1900
Charlotte, North Carolina 28246
Attention: Karen A. Gledhill

To NNA:

NNA of Nevada, Inc.
920 Winter Street
Waltham, Massachusetts 02451
Attention: General Counsel

With a copy to:

Robinson, Bradshaw & Hinson, P.A.
101 North Tryon Street, Suite 1900
Charlotte, North Carolina 28246
Attention: Karen A. Gledhill

3.13 Further Assurances. At any time and from time to time, each party agrees, without further consideration, to take such actions and to execute and deliver such documents as may be necessary to effectuate the purposes of this Agreement.

3.14 Captions. The paragraph captions contained in this Agreement are inserted only as a matter of convenience of reference and in no way define, limit or describe the scope of this Agreement, nor the intent of any provision thereof.

3.15 Counterparts. This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Signatures transmitted by facsimile transmission shall be deemed originals for this purpose.

3.16 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State.

3.17 Construction. Notwithstanding the general rules of construction, both parties were given an equal opportunity to negotiate the terms and conditions of this Agreement and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

3.18 Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the other, whenever the context so requires.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, Shareholder has executed this Agreement as of the date and year first above written.

SHAREHOLDER:

/s/ Warren Hosseinion
Warren Hosseinion, M.D.

ACCEPTED AND AGREED
as of the date first above written:

APOLLO MEDICAL HOLDINGS, INC.

By: /s/ Kyle Francis
Name: Kyle Francis
Title: Chief Financial Officer

APOLLO MEDICAL MANAGEMENT, INC.

By: /s/ Kyle Francis
Name: Kyle Francis
Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED
as of the date first above written:

MAVERICK MEDICAL GROUP, INC.

By: /s/ Warren Hosseinion
Name: Warren Hosseinion, M.D.
Title: President

Exhibit 10.24

PHYSICIAN SHAREHOLDER AGREEMENT

This **PHYSICIAN SHAREHOLDER AGREEMENT** (this **"Agreement"**), dated as of March 28, 2014, is granted and delivered by Warren Hosseinion, M.D. (**"Shareholder"**), a physician licensed under the laws of the State of California (the **"State"**), in favor of Apollo Medical Management, Inc. a Delaware corporation (**"Manager"**), and Apollo Medical Holdings, Inc., a Delaware corporation ("**Apollo**"), and for the account of ApolloMed Hospitalists, A Medical Corporation, a California professional corporation (**"Practice"**). Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Management Agreement (as defined below).

BACKGROUND STATEMENT

A. Practice is a professional entity organized under the laws of the State to provide physician medical services. Shareholder is the legal and beneficial owner of one hundred percent (100%) of the issued and outstanding stock in Practice (the **"Shares"**). Practice has entered into that certain Amended and Restated Management Services Agreement dated as of the date hereof by and between Practice and Manager (as amended or restated from time to time, the **"Management Agreement"**), pursuant to which Manager provides exclusive management and administrative services to Practice.

B. As the majority shareholder of Practice, Shareholder will substantially benefit from Manager's performance under the Management Agreement, including Manager's ability and requirement to extend credit to the Practice, and has the ability to impact Practice's compliance with certain terms of the Management Agreement. The purpose of this Agreement is to memorialize the agreement of Shareholder to act in accordance with the Management Agreement, and to the extent of Shareholder's personal authority, refrain from any action or inaction that would result in a breach by Practice of its obligations under the Management Agreement.

C. Pursuant to the Management Agreement, Manager has the exclusive right to provide management and administrative services to Practice. Manager has expended, and will continue to expend, significant resources, and has undertaken significant obligations, and will continue to incur significant obligations, to be in a position to perform its obligations under the Management Agreement. In consideration of such services, Practice has entered into certain covenants under the Management Agreement that assure Manager the exclusive right to provide management and administrative services to Practice.

D. Apollo, as the sole shareholder of Manager, has the authority to cause Manager to enter into the Management Agreement. In light of the substantial benefits flowing directly to Practice and indirectly to Shareholder from Manager's performance of the Management Agreement, it is a condition to Apollo's causing Manager to enter into the Management Agreement that Shareholder execute and deliver this Agreement. Apollo and Manager are relying on this Agreement in their decision for Manager to enter into the Management Agreement and Manager would not enter into the Management Agreement without this Agreement.

E. NNA of Nevada, Inc., a Nevada corporation ("**NNA**"), is loaning money to Apollo pursuant to (i) a Credit Agreement between Apollo and NNA, dated on or about the date hereof (as amended or restated from time to time, the "**Credit Agreement**"), and related Credit Documents (as defined in the Credit Agreement) and (ii) a Convertible Secured Note made by Apollo in favor of NNA, dated on or about the date hereof (as amended or restated from time to time, the "**Convertible Note**" and, collectively with the Credit Agreement and other Credit Documents, the "**Loan Documents**"). NNA has required this Agreement to be executed as a condition to entering into the Loan Documents. The proceeds of NNA's loans to Apollo will provide substantial benefits and assistance to Apollo and to Manager in the performance of Manager's obligations under the Management Agreement, including Manager's obligation to extend credit to the Practice; consequently, Shareholder will receive substantial benefits from NNA's loans to Apollo.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Apollo to cause Manager to enter into the Management Agreement with Practice and NNA to make loans to Apollo, Shareholder hereby agrees as follows:

ARTICLE I

SHAREHOLDER COVENANTS

1.1 Compliance with Management Agreement and Loan Documents.

(a) Without limiting any other obligation of Shareholder hereunder or of Practice under the Management Agreement, during the term of the Management Agreement, Shareholder shall not take any action, or fail to take any action, in his or her capacity as a shareholder, director or officer of Practice, that would cause Practice to breach the Management Agreement or any of the Loan Documents to which Practice is a party.

(b) Whenever the Management Agreement requires Manager and Practice to agree on the amount of the management fees payable by Practice under the Management Agreement, Shareholder shall use his or her best efforts to cause Practice to negotiate in good faith and to reach an agreement on the amount of such management fees.

(c) Shareholder agrees to be responsible for all damages suffered by Manager due to the affirmative actions or intentional omissions by Shareholder that result in a breach by Practice of its obligations under the Management Agreement or any Loan Document (such that the breach would not have occurred but for Shareholder's affirmative action or intentional omission in connection therewith).

1.2 Exclusivity of Management Relationship. Shareholder acknowledges the obligations set forth in Section 4.11.3 of the Management Agreement, pursuant to which Practice grants Manager the right to provide exclusive management and administrative services to Practice. In furtherance of such obligations, during the term of the Management Agreement, Shareholder agrees not to, directly or indirectly, whether through Practice or otherwise, act as manager, employee, independent contractor, consultant, director, officer, agent, investor, lender, owner or similar capacity, have an interest in or a financial relationship with, or be connected in any manner with, any medical practice engaged in the provision of hospitalist or primary care services (a "**Competing Practice**") within a 25-mile radius around any physician office or health care facility where Practice provides services (the "**Restricted Territory**") without first offering Manager the exclusive right to provide management and administrative services to such Competing Practice substantially on the same terms as set forth in the Management Agreement, or otherwise take any action that would deprive Manager of the bargained-for right to provide the full scope of management and administrative services to Practice.

1.3 Agreements with Employees. In furtherance of Section 4.13 of the Management Agreement, Shareholder shall not consent to or approve the waiver or release by Practice of any obligations owed by a physician employed or retained by Practice under the non-solicitation covenant required by Section 4.13 and shall cause Practice to use commercially reasonable efforts to enforce such non-solicitation covenant.

1.4 Non-Solicitation. In furtherance of Section 4.13 of the Management Agreement, Shareholder agrees that, except on behalf of Practice, Shareholder shall not directly or indirectly (i) use trade secrets of Practice to solicit any patients, customers or clients of Practice or (ii) solicit any employees, agents or independent contractors of Practice, in each case during such physician's employment or contractual relationship with, and/or ownership of equity in, Practice and for two years thereafter.

1.5 Issuance, Transfer of Shares. Further, subject to **ARTICLE II** below and for fair and reasonable consideration paid by Apollo concurrent with the execution hereof, Shareholder agrees:

(a) not to cause or consent to any of the following: (i) the issuance by Practice of additional Shares or other equity interests or (ii) the sale, transfer, redemption, pledge or other hypothecation of any Shares unless, in each case described in clauses (i) and (ii), the recipient or transferee (A) is permitted under State law to be a shareholder of Practice, (B) becomes a party to a Physician Shareholder Agreement substantially in the form of this Agreement or in such other form as otherwise agreed by Manager and Apollo, in their sole discretion, and (C) has been approved by the Board of Directors of Apollo; and

(b) to place a restrictive legend on any certificates representing Shares that reads substantially as follows:

> The shares represented by this certificate, and the transfer thereof, are subject to the provisions of a Physician Shareholder Agreement in favor of Apollo Medical Holdings, Inc. and Apollo Medical Management, Inc., dated as of March 28, 2014, as amended from time to time, a copy of which is on file in, and may be examined at, the principal office of Practice.

1.6 General.

(a) Shareholder agrees that his obligations hereunder are absolute and unconditional, and such obligations shall not be discharged, limited or otherwise affected by (i) any amendment, modification, supplement to, discharge or waiver of any provisions of the Management Agreement or Loan Documents or (ii) any other circumstance that might otherwise constitute a legal or equitable discharge or defense available to Practice or Shareholder.

(b) No obligation of Shareholder hereunder shall be discharged other than by complete performance of such obligation.

(c) Shareholder agrees that, pursuant to this Agreement, Shareholder shall deliver to Apollo, for Apollo to hold for the term of this Agreement, (i) an undated and signed irrevocable stock power with regard to its stock in Practice, (ii) an undated and signed resignation of Shareholder's position as officer and/or director, as applicable, of Practice, and (iii) Shareholder's stock certificate in Practice.

(d) Shareholder shall maintain Shareholder's license to practice medicine in the State, and Shareholder shall notify Apollo immediately upon the loss of such licensure or the commencement of any proceeding or action that may result in the loss of such licensure.

ARTICLE II

APOLLO'S ACQUISITION RIGHT

2.1 Apollo's Acquisition Right. In support and furtherance of Shareholder's obligations under this Agreement and for the consideration received herewith, Shareholder agrees that at any time during the term of this Agreement, Apollo may designate a third party who is permitted under California law to be a shareholder of Practice (a "**Permitted Transferee**") with the right (the "**Acquisition Right**") (a) to acquire Shareholder's Shares for a purchase price of $100.00, or (b) to acquire from Practice, for a purchase price of $100.00, a number of equity interests in Practice that, if issued to the Permitted Transferee, would result in such Permitted Transferee's holding a 51% ownership interest in Practice. In furtherance of the above, the parties agree that the proposed purchase price of $100 under either subsection (a) or (b) above shall be subject to confirmation by Apollo that such purchase price is fair market value. If Apollo determines that such purchase price is not fair market value, the option exercise price shall be an amount that is fair market value as determined by Apollo, in its sole discretion. The Acquisition Right shall be exercisable by Apollo by delivering written notice of such exercise and payment to Shareholder or Practice, as applicable, and upon exercise, Shareholder shall be obligated to assign and transfer the Shares or to cause Practice to issue new equity interests (as applicable), free and clear of all liens, encumbrances, claims of third parties, security interests, mortgages, pledges, agreements, options and rights of others of any kind whatsoever, whether or not filed, recorded or perfected. At any time an "Event of Default" is in existence under the Loan Documents, NNA shall have the right to require Apollo to exercise its Acquisition Right in favor of a Permitted Transferee approved by NNA. NNA may exercise this right by delivering written notice to Apollo, and Apollo shall exercise the Acquisition Right in favor of a Permitted Transferee approved by NNA within 10 business days of receiving such written notice from NNA.

2.2 Noncompetition. Shareholder agrees that for a period of two years after the transfer of all of Shareholder's Shares in Practice in connection with the exercise of the Acquisition Right set forth in **Section 2.1**, Shareholder shall not, directly or indirectly, (i) act as manager, employee, independent contractor, consultant, director, officer, agent, investor, lender, owner or similar capacity, have an interest in or a financial relationship with, or be connected in any manner with, any Competing Practice within the Restricted Territory, or (ii) solicit any patients, employees, customers or clients of Practice.

ARTICLE III

GENERAL

3.1 Term. This Agreement shall remain in full force and effect until such time as Shareholder no longer holds an ownership interest in any capital stock or other equity interests of Practice due to a transfer of any such equity interests as expressly permitted hereunder; provided, that the provisions set forth in **Sections 1.4** and **2.2** and in **Article III** of this Agreement shall survive termination.

3.2 Arbitration. Any dispute hereunder shall be settled exclusively by binding arbitration before a single arbitrator in accordance with the Rules of Procedure for Arbitration of the American Health Lawyers Association (AHLA) Alternative Dispute Resolution Service, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall occur in the city where Practice is located within sixty (60) days after a party gives notice to the other party of its election to trigger this arbitration clause. The arbitrator shall be chosen in accordance with the rules of the AHLA Alternative Dispute Resolution Service then in effect. If the AHLA Alternative Dispute Resolution Service is no longer in effect, then the arbitration shall be conducted as set out above by the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association then in effect. The arbitrator may award attorneys' fees and costs to the prevailing party. The parties shall share the costs of the arbitrator equally between them. Each party shall bear its own expenses of preparation for and participation in arbitration. The statute of limitations applicable to any claim shall be determined as if such claim were being asserted in the State where Practice is located, and such statute of limitations shall apply to preclude arbitration of any claim hereunder not brought within the applicable limitation period. Notwithstanding anything herein to the contrary, the parties reserve the right to proceed at any time in any court having jurisdiction or by self-help to exercise or prosecute the following remedies, as applicable: (i) all rights of self-help, including peaceful occupation of real property and collection of rents, set off, and peaceful possession of personal property, (ii) pre-judgment garnishment or attachment of property, (iii) a preliminary injunction or temporary restraining order to preserve the status quo or to enforce a party's rights under any provision set forth herein, and (iv) when applicable, a judgment by confession of judgment. Preservation of these remedies does not limit the power of the arbitrator to grant similar remedies that may be requested by a party in a dispute. The agreement to arbitrate set forth in this Section may only be enforced by the parties to this Agreement and their permitted successors and assigns, shall survive the termination or breach of this Agreement, and shall be construed pursuant to and governed by the provisions of the Federal Arbitration Act, 9 U.S.C. §1, et seq.

3.3 Waiver of Jury Trial. To the fullest extent permitted by law, the parties hereby waive the right to trial by jury.

3.4 Entire Agreement. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter hereof and supersedes any prior or contemporaneous written or oral understanding or agreement.

3.5 Legal Events. If any law is adopted or amended or any rule or regulation is published for public comment, promulgated or modified, any administrative ruling, advisory opinion or judicial interpretation in any jurisdiction is issued or modified or any court or administrative tribunal in any jurisdiction issues any decision, judgment, order or interpretation, which, in the reasonable judgment of one party draws into question the terms of this Agreement in a manner that may materially and adversely affect a party's or any party's affiliate's licensure, accreditation, certification, or ability to bill, to claim, to present a bill or claim, or to receive payment or reimbursement from any payor or that may subject such party to a substantial risk of prosecution or civil monetary penalty, then the parties shall modify this Agreement to the minimum extent necessary to eliminate the illegal or unenforceable aspects hereof, while remaining consistent with the intent of this Agreement in its original form.

3.6 Amendments; Waivers. No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by the party against whom the operation of such amendment, modification, or waiver is sought to the enforced. No delay in the exercise of any right shall be deemed a waiver thereof, and no waiver of a right or remedy in a particular instance shall constitute a waiver of such right or remedy generally. In addition, this Agreement shall not be amended, terminated, supplemented or superseded without the consent of (i) Apollo's Board of Directors or (ii) so long as any obligations or lending commitments are outstanding under the Loan Documents, NNA.

3.7 Waiver. No term of this Agreement, and no breach of this Agreement, shall be waived, altered or modified except by written instrument signed by the party sought to be bound thereby. A waiver of any breach on any one occasion shall not constitute a waiver of any other or subsequent breach whether of like or different nature. No delay or failure by any party to insist upon the strict performance of any term of this Agreement, or to exercise any right or remedy available upon any breach of this Agreement, shall operate as a waiver thereof, and no single or partial exercise of any right or remedy under this Agreement shall preclude other or further exercise thereof or the exercise of any other right, power or privilege. No course of dealing between the parties shall be effective to change, modify or discharge any provision of this Agreement or to constitute a waiver of any default hereunder.

3.8 Assignment. Neither Practice nor Shareholder shall assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Apollo. Each of Apollo and Manager shall have a right to assign this Agreement in connection with a transfer of all or substantially all of such party's business, whether by sale, merger or otherwise. Shareholder specifically agrees that Manager shall have the right to perform its obligations hereunder through any affiliate without Shareholder's consent. Practice, Shareholder and Manager acknowledge and agree that Apollo shall have the right to assign this Agreement as collateral to NNA under the Loan Documents, and NNA shall have the right to enforce NNA's and Apollo's rights under this Agreement at any time an "Event of Default" is in existence under the Loan Documents.

3.9 Successors and Assigns. All of the provisions herein contained shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the parties hereto to the same extent as if such heirs, successors and permitted assigns were in each case named as a party to this Agreement.

3.10 Severability. If any provision contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein, except as otherwise expressly provided in this Agreement. The parties hereto agree that if a court determines that any of the covenants contained herein is unreasonable, void or invalid for any reason whatsoever, then such covenant shall be modified as the court, or jury if applicable, shall determine to be fair and reasonable, IT BEING THE INTENT OF THE PARTIES HERETO TO BE SUBJECT TO AN AGREEMENT FOR THE NECESSARY PROTECTION OF THE LEGITIMATE INTERESTS OF APOLLO AND MANAGER, WHICH IS NOT UNDULY HARSH IN CURTAILING THE LEGITIMATE RIGHTS OF SHAREHOLDER. Shareholder acknowledges and agrees that the provisions herein do not deprive him/her of the ability to find employment and maintain a reasonable personal income.

3.11 Covenants Independent. The covenants contained herein shall be construed as independent agreements and the existence of any claim which Shareholder may have against Apollo, Manager or NNA will not constitute a defense to the enforcement by Apollo, Manager or NNA by injunctive relief or otherwise, of the provisions contained herein.

3.12 Notices. Any notices required or permitted to be given under this Agreement shall be given in writing to each other party and shall be deemed to be given (i) if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, on the third (3rd) day following mailing or (ii) if deposited with a commercial overnight delivery service, on the day following deposit. Notice shall be addressed to the recipient at the address set forth below, or such other address or addresses as Party may designate from time to time by notice satisfactory under this section:

To Shareholder:

Warren Hosseinion, M.D.
700 N. Brand Blvd.
Suite 220
Glendale, CA 91203

To Practice:

ApolloMed Hospitalists, A Medical Corporation
700 N. Brand Blvd.
Suite 220
Glendale, CA 91203

To Manager or Apollo:

Apollo Medical Management, Inc.
700 N. Brand Blvd.
Suite 220
Glendale, CA 91203

With a copy to:

Nixon Peabody LLP
Gas Company Tower
555 West Fifth Street, 46th Floor
Los Angeles, California 90013
Attention: Jill H. Gordon

And a copy to:

NNA of Nevada, Inc.
920 Winter Street
Waltham, Massachusetts 02451
Attention: General Counsel

And a copy to:

Robinson, Bradshaw & Hinson, P.A.
101 North Tryon Street, Suite 1900
Charlotte, North Carolina 28246
Attention: Karen A. Gledhill

To NNA:

NNA of Nevada, Inc.
920 Winter Street
Waltham, Massachusetts 02451
Attention: General Counsel

With a copy to:

Robinson, Bradshaw & Hinson, P.A.
101 North Tryon Street, Suite 1900
Charlotte, North Carolina 28246
Attention: Karen A. Gledhill

3.13 Further Assurances. At any time and from time to time, each party agrees, without further consideration, to take such actions and to execute and deliver such documents as may be necessary to effectuate the purposes of this Agreement.

3.14 Captions. The paragraph captions contained in this Agreement are inserted only as a matter of convenience of reference and in no way define, limit or describe the scope of this Agreement, nor the intent of any provision thereof.

3.15 Counterparts. This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Signatures transmitted by facsimile transmission shall be deemed originals for this purpose.

3.16 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State.

3.17 Construction. Notwithstanding the general rules of construction, both parties were given an equal opportunity to negotiate the terms and conditions of this Agreement and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

3.18 Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the other, whenever the context so requires.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, Shareholder has executed this Agreement as of the date and year first above written.

SHAREHOLDER:

/s/ Warren Hosseinion
Warren Hosseinion, M.D.

ACCEPTED AND AGREED
as of the date first above written:

APOLLO MEDICAL HOLDINGS, INC.

By: /s/ Kyle Francis
Name: Kyle Francis
Title: Chief Financial Officer

APOLLO MEDICAL MANAGEMENT, INC.

By: /s/ Kyle Francis
Name: Kyle Francis
Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED
as of the date first above written:

APOLLOMED HOSPITALISTS, A MEDICAL CORPORATION

By: /s/ Warren Hosseinion
Name: Warren Hosseinion, M.D.
Title: President

Exhibit 10.25

AMENDMENT NO. 1
TO
INTERCOMPANY REVOLVING LOAN AGREEMENT

This AMENDMENT NO. 1 TO INTERCOMPANY REVOLVING LOAN AGREEMENT (the "Amendment"), dated as of March 28, 2014, is entered into by and between Apollo Medical Management, Inc. ("Lender") and ApolloMed Care Clinic, A Professional Corporation ("Borrower").

WHEREAS, the parties hereto entered into that certain Intercompany Revolving Loan Agreement dated as of July 31, 2013 (the "Loan Agreement");

WHEREAS, all capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement;

WHEREAS, Lender and Borrower mutually desire to amend the Loan Agreement on and subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, representations, warranties, provisions and covenants contained herein and in the Loan Agreement, the parties hereto, each intending to be bound hereby, agree as follows:

1. Article 1 is hereby amended to add a new Subsection 1.11A as follows:

   "Management Agreement" shall mean the Amended and Restated Management Services Agreement, dated as of March 28, 2014, between Lender and Borrower.

2. Article 1 is hereby amended to add a new Subsection 1.13A as follows:

   "Physician" shall mean Warren Hosseinion, M.D.

3. Article 2 is hereby amended to add a new Section 2.7 as follows:

   2.7 Termination of Lending Commitment. Lender's obligation to make any Advances under this Loan Agreement shall automatically terminate concurrently with any termination of the Management Agreement.

4. Article 5 is hereby amended to add new Subsections (f) and (g) to Section 5.1 as follows:

   (f) Breach of Physician Shareholder Agreement. Any material breach by Physician of the Physician Shareholder Agreement, dated as of March 28, 2014 between Lender, Borrower, Physician, and Apollo Medical Holdings, Inc., a Delaware corporation; or

(g) Termination of Management Agreement. The Management Agreement shall have terminated.

5. Except as specifically amended hereby, the provisions of the Loan Agreement shall remain in full force and effect.

6. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

BORROWER: ApolloMed Care Clinic, A Professional Corporation

/s/ Warren Hosseinion
Name: Warren Hosseinion, M.D.
Title: Chief Executive Officer

LENDER: Apollo Medical Management, Inc.

/s/ Kyle Francis
Name: Kyle Francis
Title: Chief Financial Officer

Exhibit 10.26

AMENDMENT NO. 1
TO
INTERCOMPANY REVOLVING LOAN AGREEMENT

This AMENDMENT NO. 1 TO INTERCOMPANY REVOLVING LOAN AGREEMENT (the "Amendment"), dated as of March 28, 2014, is entered into by and between Apollo Medical Management, Inc. ("Lender") and Maverick Medical Group Inc. ("Borrower").

WHEREAS, the parties hereto entered into that certain Intercompany Revolving Loan Agreement dated as of February 1, 2013 (the "Loan Agreement");

WHEREAS, all capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement;

WHEREAS, Lender and Borrower mutually desire to amend the Loan Agreement on and subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, representations, warranties, provisions and covenants contained herein and in the Loan Agreement, the parties hereto, each intending to be bound hereby, agree as follows:

1. Article 1 is hereby amended to add a new Subsection 1.11A as follows:

   "Management Agreement" shall mean the Amended and Restated Management Services Agreement, dated as of March 28, 2014, between Lender and Borrower.

2. Article 1 is hereby amended to add a new Subsection 1.13A as follows:

   "Physician" shall mean Warren Hosseinion, M.D.

3. Article 2 is hereby amended to add a new Section 2.7 as follows:

   2.7 Termination of Lending Commitment. Lender's obligation to make any Advances under this Loan Agreement shall automatically terminate concurrently with any termination of the Management Agreement.

4. Article 5 is hereby amended to add new Subsections (f) and (g) to Section 5.1 as follows:

   (f) Breach of Physician Shareholder Agreement. Any material breach by Physician of the Physician Shareholder Agreement, dated as of March 28, 2014 between Lender, Borrower, Physician, and Apollo Medical Holdings, Inc., a Delaware corporation; or

(g) Termination of Management Agreement. The Management Agreement shall have terminated.

5. Except as specifically amended hereby, the provisions of the Loan Agreement shall remain in full force and effect.

6. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

BORROWER: Maverick Medical Group Inc.

/s/ Warren Hosseinion
Name: Warren Hosseinion, M.D.
Title: Chief Executive Officer

LENDER: Apollo Medical Management, Inc.

/s/ Kyle Francis
Name: Kyle Francis
Title: Chief Financial Officer

Exhibit 10.27

AMENDMENT NO. 1
TO
INTERCOMPANY REVOLVING LOAN AGREEMENT

This AMENDMENT NO. 1 TO INTERCOMPANY REVOLVING LOAN AGREEMENT (the "Amendment"), dated as of March 28, 2014, is entered into by and between Apollo Medical Management, Inc. ("Lender") and ApolloMed Hospitalists, A Medical Corporation ("Borrower").

WHEREAS, the parties hereto entered into that certain Intercompany Revolving Loan Agreement dated as of September 30, 2013 (the "Loan Agreement");

WHEREAS, all capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement;

WHEREAS, Lender and Borrower mutually desire to amend the Loan Agreement on and subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, representations, warranties, provisions and covenants contained herein and in the Loan Agreement, the parties hereto, each intending to be bound hereby, agree as follows:

1. Article 1 is hereby amended to add a new Subsection 1.11A as follows:

   "Management Agreement" shall mean the Amended and Restated Management Services Agreement, dated as of March 28, 2014, between Lender and Borrower.

2. Article 1 is hereby amended to add a new Subsection 1.13A as follows:

   "Physician" shall mean Warren Hosseinion, M.D.

3. Article 2 is hereby amended to add a new Section 2.7 as follows:

   2.7 Termination of Lending Commitment. Lender's obligation to make any Advances under this Loan Agreement shall automatically terminate concurrently with any termination of the Management Agreement.

4. Article 5 is hereby amended to add new Subsections (f) and (g) to Section 5.1 as follows:

   (f) Breach of Physician Shareholder Agreement. Any material breach by Physician of the Physician Shareholder Agreement, dated as of March 28, 2014 between Lender, Borrower, Physician, and Apollo Medical Holdings, Inc., a Delaware corporation; or

(g) Termination of Management Agreement. The Management Agreement shall have terminated.

5. Except as specifically amended hereby, the provisions of the Loan Agreement shall remain in full force and effect.

6. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

BORROWER: ApolloMed Hospitalists, A Medical Corporation

/s/ Warren Hosseinion
Name: Warren Hosseinion, M.D.
Title: Chief Executive Officer

LENDER: Apollo Medical Management, Inc.

/s/ Kyle Francis
Name: Kyle Francis
Title: Chief Financial Officer