

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

FORM 8-K

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

Date of Report (Date of earliest event reported): May 13, 2015

APOLLO MEDICAL HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

000-25809
(Commission File
Number)

46-3837784
(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))
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Item 1.01 Entry into a Material Definitive Agreement

On May 13, 2015, Apollo Medical Holdings, Inc. (the “Company”) entered into an Amendment to First Amendment and Acknowledgement (the “Amendment”) with NNA of Nevada, Inc. (“NNA”), an affiliate of Fresenius Medical Care North America. The Amendment amended the First Amendment and Acknowledgement, dated as of February 6, 2015 (the “Acknowledgement”), among the Company, NNA, Warren Hosseinion, M.D., and Adrian Vazquez, M.D. and included an extension until June 12, 2015 of a deadline previously contemplated by the Acknowledgement. The Acknowledgement was filed as an exhibit to the Company’s Current Report on Form 8-K on February 11, 2015.

A copy of the Amendment is attached hereto as Exhibit 10.1 and is incorporated herein by reference. The foregoing description is qualified in its entirety by reference to the Amendment.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1 Amendment to First Amendment and Acknowledgement, between Apollo Medical Holdings, Inc. and NNA of Nevada, Inc., dated May 13, 2015.

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: May 14, 2015

By: */s/ Warren Hosseinion*

Name: Warren Hosseinion

Title: Chief Executive Officer

AMENDMENT TO FIRST AMENDMENT AND ACKNOWLEDGEMENT

This **AMENDMENT TO FIRST AMENDMENT AND ACKNOWLEDGEMENT** (this "Amendment"), dated as of May 13, 2015, is entered into among **APOLLO MEDICAL HOLDINGS, INC.**, a Delaware corporation ("Company"), and **NNA OF NEVADA, INC.**, a Nevada corporation ("Purchaser").

RECITALS

A. Reference is made to the First Amendment and Acknowledgement (the "First Amendment"), dated as of February 6, 2015, made with respect to the Investment Agreement, dated as of March 28, 2014, between the Company and the Purchaser and certain other documents related thereto. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the First Amendment.

B. The Company is required to complete the Company Sale by May 29, 2015 pursuant to the terms of the First Amendment.

C. The Company has requested an extension for completing the Company Sale until June 12, 2015, and the Purchaser has agreed to provide such extension.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual provisions, covenants and agreements herein contained, the Company and the Purchaser hereby agree that the Company will have until June 12, 2015 to complete the Company Sale, and the definition of Company Sale is hereby amended to account for such date.

The Company and the Purchaser further agree that the second paragraph of Article VI of the First Amendment is hereby amended, superseded and restated to read in full as follows:

In addition to the foregoing, the Company agrees to deliver to Purchaser, within two (2) Business Days following filing with the Commission, any registration statement (together with any related prospectus or prospectus supplement) filed on or after May 12, 2015 in connection with the Company Sale, including any amendments and supplements to any such registration statement, including post-effective amendments, all exhibits and all material incorporated by reference or deemed to be incorporated by reference in any such registration statement.

The Company hereby confirms and agrees that, after giving effect to this Amendment, the Registration Rights Agreement, the Investment Agreement, the Warrants, the Convertible Note and the other Transaction Documents remain in full force and effect and enforceable against the Company in accordance with its respective terms and shall not be discharged, diminished, limited or otherwise affected in any respect, other than as amended by this Amendment, and the amendment contained herein shall not, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, any rights of the Purchaser in any of the Transaction Documents, which shall not in any manner be impaired, limited, terminated, waived or released, but shall continue in full force and effect. The Company represents and warrants to Purchaser that it has no knowledge of any claims, counterclaims, offsets, or defenses to or with respect to its obligations under the Investment Agreement or the other Transaction Documents, or if the Company has any such claims, counterclaims, offsets, or defenses to the Investment Agreement or any other Transaction Document the same are hereby waived, relinquished, and released in consideration of the execution of this Amendment.

This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

COMPANY:

APOLLO MEDICAL HOLDINGS, INC.

By: /s/ Warren Hosseinion
Name: Warren Hosseinion
Title: CEO

PURCHASER:

NNA OF NEVADA, INC.

By: /s/ Mark Fawcett
Name: Mark Fawcett
Title: Senior Vice President & Treasurer
