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

FORM 8-K

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

Date of Report (Date of earliest event reported): August 31, 2017

APOLLO MEDICAL HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-37392
(Commission File
Number)

46-3837784
(I.R.S. Employer
Identification Number)

700 N. Brand Blvd., Suite 1400, 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement

On August 31, 2017, Apollo Medical Management, Inc. (“AMM”), a wholly owned subsidiary of Apollo Medical Holdings, Inc. (the “Company”), entered into Amendment No. 1 to Intercompany Revolving Loan Agreement between Maverick Medical Group, Inc. (“MMG”), an affiliate of the Company, and AMM (the “Loan Agreement Amendment”), and Amendment No. 1 to Subordination Agreement between MMG and AMM (the “Subordination Agreement Amendment”).

The Loan Agreement Amendment amended the Intercompany Revolving Loan Agreement, dated as of November 22, 2016 (as amended by the Loan Agreement Amendment, the “Loan Agreement”), between AMM and MMG to increase the revolving loan commitment by AMM under the Loan Agreement from \$2,000,000 to \$3,000,000.

The Subordination Agreement Amendment amended the Subordination Agreement, dated as of November 22, 2016, between AMM and MMG to reflect the increase in the revolving loan commitment by AMM under the Loan Agreement from \$2,000,000 to \$3,000,000.

A copy of the Loan Agreement Amendment is attached hereto as Exhibit 10.1 and a copy of the Subordination Agreement Amendment is attached hereto as Exhibit 10.2, and are incorporated herein by reference. The foregoing description is qualified in its entirety by reference to the Loan Agreement Amendment and the Subordination Agreement Amendment, respectively.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

[10.1 Amendment No. 1 to Intercompany Revolving Loan Agreement, between Apollo Medical Management, Inc. and Maverick Medical Group, Inc., dated as of August 31, 2017.](#)

[10.2 Amendment No. 1 to Subordination Agreement, between Apollo Medical Management, Inc. and Maverick Medical Group, Inc., dated as of August 31, 2017.](#)

SIGNATURES

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

APOLLO MEDICAL HOLDINGS, INC.

Dated: September 6, 2017

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

AMENDMENT NO. 1 TO INTERCOMPANY REVOLVING LOAN AGREEMENT

This Amendment No. 1 to Intercompany Revolving Loan Agreement (this "Amendment") is entered into as of August 31, 2017 by and between Apollo Medical Management, Inc. ("Lender") and Maverick Medical Group, Inc. ("Borrower") with reference to the following facts:

WHEREAS, Lender and Borrower originally entered into that certain Intercompany Revolving Loan Agreement dated as of November 22, 2016 (the "Original Agreement"); and

WHEREAS, the Original Agreement provided, among other things, for a Commitment equal to Two Million Dollars (\$2,000,000) extended by Lender in favor of Borrower; and

WHEREAS, Borrower has requested that Lender increase the Commitment; and

WHEREAS, Lender is willing to increase the Commitment on the terms and conditions provided for in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. All terms not defined in this Amendment shall have the meanings ascribed to them in the Original Agreement.
 2. Section 1.3 of the Original Agreement is deleted in its entirety and replaced with the following: "1.3 "Commitment" shall mean an amount equal to Three Million Dollars (\$3,000,000.00)".
 3. Except to the extent expressly provided for herein, all terms and conditions of the Original Agreement remain in full force and effect.
- IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

MAVERICK MEDICAL GROUP, INC.

By: /s/ Warren Hosseinion

Name: Warren Hosseinion

Title: Chief Executive Officer

APOLLO MEDICAL MANAGEMENT, INC.

By: /s/ Mihir Shah

Name: Mihir Shah

Title: Chief Financial Officer

AMENDMENT NO. 1 TO SUBORDINATION AGREEMENT

This Amendment No. 1 to Subordination Agreement (this "Amendment") is entered into as of August 31, 2017 by and between Apollo Medical Management, Inc. ("Lender") and Maverick Medical Group, Inc. ("Borrower") with reference to the following facts:

WHEREAS, Lender and Borrower originally entered into that certain Subordination Agreement dated as of November 22, 2016 (the "Original Agreement"); and

WHEREAS, the Original Agreement provided, among other things, that Lender would subordinate, to all other present and future creditors, all right, title and interest in and to repayment of a revolving loan in an amount not to exceed Two Million Dollars (\$2,000,000) extended by Lender in favor of Borrower (the "Loan") pursuant to that certain Intercompany Revolving Loan Agreement, dated as of November 22, 2016 (the "Loan Agreement"); and

WHEREAS, Lender and Borrower are entering into that certain Amendment No. 1 to the Intercompany Revolving Loan Agreement on or about the date hereof, a copy of which is attached hereto as Exhibit "A" (the "Loan Agreement Amendment"), pursuant to which the amount of the Loan commitment will be increased to Three Million Dollars (\$3,000,000); and

WHEREAS, Lender and Borrower desire to amend the Original Agreement to reflect the Loan Agreement Amendment and the increase in the Loan commitment to Three Million Dollars (\$3,000,000).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. All terms not defined in this Amendment shall have the meanings ascribed to them in the Original Agreement.
2. Recital C of the Original Agreement is hereby amended and restated to read in full as follows:

In order to assist Borrower, as an RBO, in meeting the financial solvency requirements of the Act and Rules, Lender has loaned or will loan to Borrower, from time to time, an amount or amounts not to exceed Three Million Dollars (\$3,000,000) outstanding at any one time (the "Loan"), under the terms and conditions specified in that certain Intercompany Revolving Loan Agreement dated as of even date herewith, as amended by that certain Amendment No. 1 to Intercompany Revolving Loan Agreement dated as of August 31, 2017 (the "Loan Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

3. Exhibit "A" of the Original Agreement is amended by adding to the end of such exhibit a copy of the Loan Agreement Amendment attached to this Amendment as Exhibit "A".

4. Notwithstanding anything in this Agreement or the Loan Agreement to the contrary, this Amendment shall not become effective unless and until the Director of DMHC consents in writing to this Amendment.

5. Except to the extent expressly provided for herein, all terms and conditions of the Original Agreement remain in full force and effect.
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

MAVERICK MEDICAL GROUP, INC.

By: /s/ Warren Hosseinion

Name: Warren Hosseinion

Title: Chief Executive Officer

APOLLO MEDICAL MANAGEMENT, INC.

By: /s/ Mihir Shah

Name: Mihir Shah

Title: Chief Financial Officer

Exhibit "A"

Amendment No. 1 to Intercompany Loan Agreement
