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): December 7, 2017

APOLLO MEDICAL HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware	001-37392	46-3837784
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(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)
☐ Precommencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Precommencement 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.

The information contained in Item 2.01 relating to the various agreements described therein is incorporated by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

On December 8, 2017, Apollo Medical Holdings, Inc. (the "Company") completed its business combination with Network Medical Management, Inc. ("NMM") following the satisfaction or waiver of the conditions set forth in the Agreement and Plan of Merger, dated as of December 21, 2016 (as amended on March 30, 2017 and October 17, 2017), among the Company, Apollo Acquisition Corp. ("Merger Sub"), NMM and Kenneth Sim, as the Shareholders' Representative (the "Merger Agreement"), pursuant to which Merger Sub merged with and into NMM, with NMM surviving as a wholly owned subsidiary of the Company (the "Merger").

In connection with the Merger and as of the effective time of the Merger (the "Effective Time"):

- each issued and outstanding share of NMM common stock was converted into the right to receive such number of shares of common stock of the Company that results in the former NMM shareholders who did not dissent from the Merger ("Former NMM Shareholders") having a right to receive an aggregate of 30,071,197 shares of common stock of the Company, subject to the 10% holdback pursuant to the Merger Agreement and as further described below;

- the Company issued to Former NMM Shareholders each Former NMM Shareholder's pro rata portion of (i) warrants to purchase an aggregate of 850,000 shares of common stock of the Company, exercisable at $11.00 per share, and (ii) warrants to purchase an aggregate of 900,000 shares of common stock of the Company, exercisable at $10.00 per share;

- the Company held back an aggregate of 3,006,995 shares of common stock issuable to Former NMM Shareholders, representing 10% of the total number of shares of Company common stock issuable to Former NMM Shareholders, to secure indemnification rights of the Company and its affiliates under the Merger Agreement (the "Holdback Shares");

- Suresh Nihalani and Edward Schreck resigned from the board of directors of the Company and the board of directors of the Company was reconstituted as follows:
  - (i) Michael Eng, Thomas Lam, M.D. and David Schmidt were designated as Class I directors with a term expiring at the first annual meeting of stockholders held after the Effective Time;
  - (ii) Mitchell Kitayama, Kenneth Sim, M.D. and Mark Fawcett were designated as Class II directors with a term expiring at the second annual meeting of stockholders held after the Effective Time; and
  - (iii) L i Yu, Warren Hosseinion, M.D. and Gary Augusta were designated as Class III directors with a term expiring at the third annual meeting of stockholders held after the Effective Time.

- the committees of the board of directors of the Company were reconstituted as follows:
  - (i) the Audit Committee of the Company was reconstituted to consist of David Schmidt, Li Yu and Mitchell Kitayama;
  - (ii) the Compensation Committee of the Company was reconstituted to consist of David Schmidt, Michael Eng and Mark Fawcett; and
  - (iii) the Nominating and Corporate Governance Committee of the Company was reconstituted to consist of David Schmidt, Michael Eng and Mitchell Kitayama.

- the following persons were appointed as officers of the Company to the office set forth opposite his name to serve until his successor is elected and qualified or until his removal, resignation, death or disability:

Name:	**Office**
Kenneth Sim, M.D.	Executive Chairman
Thomas Lam, M.D.	Co-Chief Executive Officer
Warren Hosseinion, M.D.	Co-Chief Executive Officer
Gary Augusta	President
Hing Ang	Chief Operating Officer
Mihir Shah	Chief Financial Officer
Adrian Vazquez, M.D.	Co-Chief Medical Officer
Albert Young, M.D.	Co-Chief Medical Officer

Warrants

As described above, Former NMM Shareholders were issued Warrants as part of the merger consideration (the "Warrant Consideration"). A summary of the terms and provisions of the Warrants issued as Warrant Consideration is described in the Company's joint proxy statement/prospectus filed with the U.S. Securities and Exchange Commission (the "SEC") on November 15, 2017 (the "Proxy Statement/Prospectus") in the section entitled "*Warrants to be Issued as Merger Consideration*" beginning on page 304 and is incorporated herein by reference.

The foregoing is qualified in its entirety by the form of Warrant, a copy of which is filed herewith as Exhibit 4.1 and which is incorporated herein by reference.

Maverick Stock Purchase Agreement

On December 8, 2017, Warren Hosseinion, M.D., the sole shareholder of Maverick Medical Group, Inc., a California professional corporation ("MMG") and an affiliate of the Company, sold to APC-LSMA Designated Shareholder Medical Corporation, a California professional corporation ("APC-LSMA") and affiliate of NMM, all the issued and outstanding shares of capital stock of MMG for $100 under the Stock Purchase Agreement between Warren Hosseinion and APC-LSMA (the "Maverick Stock Purchase Agreement"). A summary of the terms and provisions of the Maverick Stock Purchase Agreement is described in the Proxy Statement/Prospectus in the section entitled "*Agreements Related to the Merger – Maverick Stock Purchase Agreement*" beginning on page 157 and is incorporated herein by reference.

At the closing of the Merger, under the Maverick Stock Purchase Agreement, Apollo Medical Management, Inc., and wholly-owned subsidiary of the Company executed and delivered to APC-LSMA a Termination of Amended and Restated Management Services Agreement, Intercompany Loan Agreement, Subordination Agreement and Physician Shareholder Agreement (the "Termination Agreement"), which Termination Agreement became effective at the Effective Time. Pursuant to the Termination Agreement, the termination of the Amended and Restated Management Services Agreement and the Physician Shareholder Agreement was effective as of the Effective Time and the termination of the Intercompany Loan Agreement and the Subordination Agreement is delayed for a period of thirty days after the Effective Time. As a termination payment, APC-LSMA agreed to pay AMM $400,000.

Director Agreements

Each of the newly elected directors of the Company has entered or will enter into a board of director's agreement, a director proprietary information agreement, and an indemnification agreement with the Company, effective on December 8, 2017, the forms of which are attached hereto as Exhibit 10.1, 10.2 and 10.3, respectively, and incorporated herein by reference.

Conversion of Alliance Note

As previously reported in a Current Report on Form 8-K filed by the Company on April 5, 2017 and October 20, 2017, the Company issued a Convertible Promissory Note (the "Alliance Note") to Alliance Apex, LLC ("Alliance") in the principal amount of $4,990,000 on March 30, 2017. On December 11, 2017, the business day following the closing of the Merger, the Alliance Note automatically converted into 520,081 shares of the Company's common stock. The securities were sold by the Company to Alliance in reliance upon the exemption from registration contained in Section 4(a)(2) of the Securities Act of 1933, as amended, and/or Rule 506(b) of Regulation D promulgated by the SEC thereunder.

Series A and B Warrants

Immediately prior to the Effective Time, NMM made an in-kind distribution to its shareholders on a pro-rata basis of its Series A warrant to purchase an aggregate of 1,111,111 shares of Company common stock and its Series B warrant to purchase an aggregate of 555,555 shares of Company common stock.

Dissenting Shareholder Interests

In connection with the closing of the Merger, the Company waived certain closing conditions to the Merger (the "Waiver"), including the covenant requiring NMM to repurchase any shares of stock held by NMM shareholders who did not vote for the Merger prior to the closing ("dissenting shareholder interests"). In the Waiver, it was agreed that so long as NMM complies with Section 3.15 of the Merger Agreement and keeps at least $10 million of NMM cash in NMM, NMM's repurchase of dissenting shareholder interests shall not be subject to an indemnification claim from the Holdback Shares.

Immediately following the Effective Time, the stockholders of the Company prior to the Merger continued to hold an aggregate of 6,037,580 shares of common stock, or 17% of the outstanding common stock of the Company, and the Former NMM Shareholders own 27,504,531 shares, or 83% of the issued and outstanding common stock of the Company, (A) excluding (i) 520,081 shares of common stock issuable upon the conversion of the Alliance Note, and (ii) shares of common stock issuable upon the exercise of the Warrant Consideration, and (B) without giving effect to any shares of common stock of the Company issuable upon payment of any indemnification obligations under the Merger Agreement (the "Indemnification Shares").

In the event all of the Warrant Consideration were to be exercised in full and without giving effect to the issuance of any Indemnification Shares or shares issuable upon conversion of the Alliance Note, then immediately following the Effective Time, stockholders of the Company prior to the Merger would own 16% of the outstanding common stock of the Company and the Former NMM Shareholders would own 84% of the outstanding common stock of the Company.

The issuance of the shares of the Company's common stock, the Warrant Consideration and the shares of common stock issuable upon exercise of the Warrant Consideration was registered with the SEC on a Registration Statement on Form S-4 (Reg. No. 333-219898) (the "Registration Statement").

The Company's shares of common stock, which were previously quoted on the OTC Pink through the close of business on December 7, 2017 commenced trading on December 8, 2017 on The Nasdaq Capital Market under the same ticker symbol "AMEH".

The descriptions of the Merger Agreement, as amended, included herein are not complete and are subject to and qualified in their entirety by reference to the Merger Agreement, a copy of which was attached as Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on December 22, 2016, April 5, 2017 and October 20, 2017 and incorporated herein by reference.

Item 3.02. Unregistered Sales of Equity Securities

The disclosure set forth in Items 2.01 to this Current Report on Form 8-K is incorporated into this item by reference.

Item 3.03. Material Modifications to Rights of Security Holders.

The disclosure set forth in Items 2.01 and 5.03 to this Current Report on Form 8-K is incorporated into this item by reference.

Item 5.01. Changes in Control of Registrant.

As a result of the Merger, the Company experienced a change in control with the Former NMM Shareholders effectively acquiring control of the Company. The disclosure set forth in Item 2.01 to this Current Report of Form 8-K is incorporated into this item by reference.

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

The disclosure set forth in Item 2.01 to this Current Report on Form 8-K is incorporated into this item by reference. The Company's directors and executive officers following the Effective Time are described in the Proxy Statement/Prospectus in the section entitled "*Management of the Combined Company*" beginning on page 187 and that information is incorporated herein by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Charter and Bylaws Amendments

On December 8, 2017, in connection with the Merger, the Company filed a Certificate of Amendment of Restated Certificate of Incorporation (the "Charter Amendment") with the Secretary of State of Delaware to divide the Company's directors into three classes, with the terms of office of one class expiring each year. Class I holds office initially for a term expiring at the first annual meeting of stockholders after the Effective Time, Class II holds office initially for a term expiring at the second annual meeting of stockholders after the Effective Time and Class III holds office initially for a term expiring at the third annual meeting of stockholders after the Effective Time. The initial classification of the board of directors is set forth in Item 2.01 of this Current Report on Form 8-K and is incorporated by reference into this item by reference. At each annual meeting of stockholders following the initial classification and election, the successors to the class of directors whose terms expire at each future meeting would be elected for a term of office to expire at the third succeeding annual meeting after their election and until their successors have been duly elected and qualified.

In connection with the filing of the Charter Amendment, the Company adopted an amendment to its Restated Bylaws (the "Bylaws Amendment") to make conforming changes to the Company's Restated Bylaws to reflect the division of the Company's directors into three classes.

The Charter Amendment and the Bylaws Amendment were approved by the Company's stockholders at a special meeting of its stockholders on December 6, 2017.

The foregoing description of the Charter Amendment and the Bylaws Amendment is qualified entirely by reference to the full text of the Charter Amendment and the Bylaws Amendment which are attached hereto as Exhibit 3.1 and 3.2, respectively, and are incorporated by reference herein.

Change in Fiscal Year

Effective upon the Effective Time, the Company's board approved a change in the Company's fiscal year from March 31 to December 31, to correspond with the fiscal year end of NMM prior to the Merger. As a result of this change, the Company's next fiscal year-end will be December 31, 2017 and the Company plans to report its financial results for the transition period from March 31, 2017 through December 31, 2017 on a transition report on Form 10-KT.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Business Acquired.

The Company will file the financial statements required to be filed by this Item 9.01(a) not later than 71 days after the date on which this Current Report on Form 8-K is required to be filed.

(b) Pro Forma Financial Information.

The Company will file the financial statements required to be filed by this Item 9.01(b) not later than 71 days after the date on which this Current Report on Form 8-K is required to be filed.

(d) Exhibits.

Exhibit No.	Description
3.1	Certificate of Amendment of Restated Certificate of Incorporation filed December 8, 2017
3.2	Amendment to Restated Bylaws
4.1	Form of Warrant (incorporated by reference to the Company's joint proxy statement/prospectus filed with the SEC on November 15, 2017)
10.1	Form of Board of Directors Agreement
10.2	Form of Director Proprietary Information Agreement
10.3	Form of Director and Officer Indemnification Agreement

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: December 13, 2017

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

Exhibit 3.1

CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION
OF
APOLLO MEDICAL HOLDINGS, INC.

Apollo Medical Holdings, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify as follows:

FIRST: The name of the Corporation is Apollo Medical Holdings, Inc. This Certificate of Amendment amends the Corporation's Restated Certificate of Incorporation filed on January 16, 2015, and amended on April 24, 2015, October 16, 2015 and March 28, 2016.

SECOND: That Article XIII of the Restated Certificate of Incorporation of this Corporation is hereby amended by appending the following to Article XIII:

"The Board of Directors shall be divided into three (3) classes, Class I, Class II and Class III. The Board of Directors is authorized to assign members of the Board of Directors already in office to Class I, Class II or Class III. Each director shall serve for a term expiring at the third annual meeting following his or her election; *provided, that*, with respect to the directors serving in the inaugural classes of Class I, Class II and Class III, the terms of the directors serving in Class I shall expire at the Corporation's first annual meeting of stockholders held after the effectiveness of the division of the Board of Directors into three (3) classes; the terms of the directors serving in Class II shall expire at the Corporation's second annual meeting of stockholders held after such effectiveness; and the terms of the directors serving in Class III shall expire at the Corporation's third annual meeting of stockholders held after such effectiveness. Each director shall serve until his or her successor is duly elected and qualified or until his or her death, resignation or removal.

Subject to the rights of the holders of any series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause shall, unless otherwise required by law or by resolution of the Board of Directors, be filled only by a majority vote of the directors then in office, though less than a quorum (and not by the stockholders), and directors so chosen shall serve for a term expiring at the annual meeting of stockholders at which the term of office of the class to which they have been elected expires or until such director's successor shall have been duly elected and qualified. No decrease in the number of authorized directors shall shorten the term of any incumbent director.

Subject to the rights of the holders of any series of Preferred Stock then outstanding, any director, or the entire Board of Directors, may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of a majority of the shares then entitled to vote at an election of directors, voting together as a single class."

THIRD: This Certificate of Amendment has been duly adopted by the Board of Directors and stockholders of the Corporation in accordance with Section 242 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed by its Chief Executive Officer on this 8th day of December, 2017.

APOLLO MEDICAL HOLDINGS, INC.,
a Delaware corporation

By: /s/ Warren Hosseinion, M.D.
Name: Warren Hosseinion, M.D.
Title: Chief Executive Officer

Exhibit 3.2

Amendment to Sections 3.1 and 3.2 of Article III of the Bylaws of
Apollo Medical Holdings, Inc.,
a Delaware corporation

Section 3.1 of Article III of the Bylaws of this Corporation shall be amended to by appending the following to Section 3.1:

"The Board of Directors shall be divided into three (3) classes, Class I, Class II and Class III, effective at the same time that the stockholders appoint and elect directors to the inaugural classes of Class I, Class II and Class III. Each director shall serve for a term expiring at the third annual meeting following his or her election; *provided, that,* with respect to the directors serving in the inaugural classes of Class I, Class II and Class III, the terms of the directors serving in Class I shall expire at the Corporation's first annual meeting of stockholders held after the effectiveness of the division of the Board of Directors into three (3) classes; the terms of the directors serving in Class II shall expire at the Corporation's second annual meeting of stockholders held after such effectiveness; and the terms of the directors serving in Class III shall expire at the Corporation's third annual meeting of stockholders held after such effectiveness.

Section 3.2 of Article III of the Bylaws of this Corporation shall be amended by:

(i) appending the following language to the end of the first sentence of the first paragraph of Section 3.2:

"and directors so chosen shall serve for a term expiring at the annual meeting of stockholders at which the term of office of the class to which they have been elected expires or until such director's successor shall have been duly elected and qualified"

and

(ii) deleting the second sentence of the first paragraph of Section 3.2.

Exhibit 10.1

BOARD OF DIRECTORS AGREEMENT

This Board of Directors Agreement ("Agreement") made as of December __, 2017, by and between Apollo Medical Holdings, Inc., with its principal place of business at 700 North Brand Boulevard, Suite 220, Glendale, California 91203 (the "Company") and _____, with an address at _____ ("Director"), provides for director services, according to the following terms and conditions:

I. Services Provided

The Director agrees, subject to the Director's continued status as a director, to serve on the Company's Board of Directors (the "Board") and to provide those services required of a director under the Company's Certificate of Incorporation and Bylaws, as both may be amended from time to time ("Articles and Bylaws") and under the Delaware General Corporation Law, the federal securities laws and other state and federal laws and regulations, as applicable, and the rules and regulations of the Securities and Exchange Commission (the "SEC") and any stock exchange or quotation system on which the Company's securities may be traded from time to time. Director will also serve on such one or more committees of the Board as he or she and the Board shall mutually agree.

II. Nature of Relationship

The Director is an independent contractor and will not be deemed as an employee of the Company for any purposes by virtue of this Agreement. The Director shall be solely responsible for the payment or withholding of all federal, state, or local income taxes, social security taxes, unemployment taxes, and any and all other taxes relating to the compensation he or she earns under this Agreement. The Director shall not, in his or her capacity as a director of the Company, enter into any agreement or incur any obligations on the Company's behalf, without appropriate Board action.

The Company will supply, at no cost to the Director: periodic briefings on the business, director packages for each board and committee meeting, copies of minutes of meetings and any other materials that are required under the Company's Articles and Bylaws or the charter of any committee of the Board on which the Director serves and any other materials which may, by mutual agreement, be necessary for performing the services requested under this Agreement.

III. Director's Representations and Warranties

The Director represents and warrants that no other party has exclusive rights to his services in the specific areas in which the Company is conducting business and that the Director is in no way compromising any rights or trust between any other party and the Director or creating a conflict of interest as a result of his or her participation on the Board. The Director also represents, warrants and covenants that so long as the Director serves on the Board, the Director will not enter into another agreement that will create a conflict of interest with this Agreement or the Company. The Director further represents, warrants and covenants that he or she will comply with the Company's Articles, Bylaws, policies and guidelines, all applicable laws and regulations, including Sections 10 and 16 of the Securities Exchange Act of 1934, as amended, and listing rules of The Nasdaq Stock Market LLC or any other stock exchanges on which the Company's securities may be traded; that if he or she is designated by the Board as an independent director, he or she shall promptly notify the Board of any circumstances that may potentially impair his or her independence as a director of the Company; and that he or she shall promptly notify the Board of any arrangements or agreements relating to compensation provided by a third party to him or her in connection with his or her status as a director or director nominee of the Company or the services requested under this Agreement.

Throughout the term of this Agreement, the Director agrees he or she will not, without obtaining the Company's prior written consent, directly or indirectly engage or prepare to engage in any activity in competition with the Company's business, products or services, including without limitation, products or services in the development stage, accept employment or provide services to (including but not limited to service as a member of a board of directors), or establish a business in competition with the Company; provided, however, that the Director may serve or continue to serve as an officer or director of one or more entities that are affiliated with the Company, including without limitation, entities in which the Company does not have a majority holding.

IV. Compensation

A. Cash Fee

Subject to Section VI and during the term of this Agreement, the Company shall pay the Director, if the Company does not otherwise compensate the Director as an officer or employee, a non-refundable fee of $1,000 per month in consideration for the Director providing the services described in Section I which shall compensate him or her for all time spent preparing for, travelling to (if applicable) and attending Board or committee meetings; provided, however, that if any Board or committee meetings or duties require out-of-town travel time, such additional travel time may be billed at the rate set forth in subparagraph C of this Section IV below. This cash fee may be revised by action of the Board from time to time. Such revision shall be effective as of the date specified in the resolution for payments not yet earned and need not be documented by an amendment to this Agreement to be effective. In addition, if the non-employee Director serves as the chairperson of any standing committee of the Board, he or she may be entitled to additional cash compensation as decided by the Board (or the compensation committee thereof) in its sole discretion.

B. Additional Payments

To the extent services described in Section I require out-of-town trips, such additional travel time may be charged at the rate of $1,200 per day or pro-rated portion thereof. This rate may be revised by action of the Board from time to time for payments not yet earned. Such revision shall be effective as of the date specified in the resolution and need not be documented by an amendment to this Agreement to be effective.

C. Payment

Cash fees shall be paid monthly at the end of each month. No invoices need be submitted by the Director for payment of the cash fee. Invoices for additional payments under subparagraph B of this Section IV above shall be submitted by the Director. Such invoices must be approved by the Company's Chief Executive Officer or Chief Financial Officer as to form and completeness.

D. Expenses

During the term of this Agreement, the Company will reimburse the Director for reasonable business related expenses approved by the Company in advance, such approval not to be unreasonably withheld. Invoices for expenses, with receipts attached, shall be submitted. Such invoices must be approved by the Company's Chief Executive Officer or Chief Financial Officer as to form and completeness.

E. Equity Compensation

For his or her services as a director of the Company, the Director is eligible to receive awards under the Company's equity incentive plans as may from time to time be determined by the Board or the administrator of such plan in its sole discretion.

V. Indemnification and Insurance

The Company will execute an indemnification agreement in favor of the Director substantially in the form of the agreement attached hereto as Exhibit B (the "Indemnification Agreement"). In addition, so long as the Company's indemnification obligations exist under the Indemnification Agreement, the Company shall provide the Director with directors' and officers' liability insurance coverage in the amounts specified in the Indemnification Agreement.

VI. Term of Agreement and Amendments

This Agreement shall be in effect from the date hereof through the last date of the Director's current term as a member of the Board. This Agreement shall be automatically renewed on the date of the Director's reelection as a member of the Board for the period of such new term unless the Board determines not to renew this Agreement. Any amendment to this Agreement must be approved by the Board. Amendments to Section IV "Compensation" hereof do not require the Director's consent to be effective.

VII. Termination

This Agreement shall automatically terminate upon the death of the Director or upon his resignation or removal from, or failure to win election or reelection to, the Board. In the event of expiration or termination of this Agreement, the Director agrees to return or destroy any materials transferred to the Director under this Agreement except as may be necessary to fulfill any outstanding obligations hereunder. The Director agrees that the Company has the right of injunctive relief to enforce this provision.

The Company's and the Director's continuing obligations hereunder in the event of expiration or termination of this Agreement shall be subject to the terms of Section XIV hereof.

VIII. Limitation of Liability and Force Majeure

Under no circumstances shall the Company be liable to the Director for any consequential damages claimed by any other party as a result of representations made by the Director with respect to the Company which are materially different from any to those made in writing by the Company.

Furthermore, except for the maintenance of confidentiality, neither party shall be liable to the other for delay in any performance, or for failure to render any performance under this Agreement when such delay or failure is caused by Government regulations (whether or not valid), fire, strike, differences with workmen, illness of employees, flood, accident, or any other cause or causes beyond reasonable control of such delinquent party.

IX. Confidentiality and Use of Director Information

The Director agrees to sign and abide by the Company's Director Proprietary Information Agreement attached hereto as Exhibit A (the "Proprietary Information Agreement").

The Director explicitly consents to the Company holding and processing both electronically and manually the information that he or she provides to the Company or the data that the Company collects which relates to the Director for the purpose of the administration, management and compliance purposes, including but not limited to the Company's disclosure of any and all information provided by the Director in the Company's proxy statements, annual reports or other securities filings or reports pursuant to federal or state securities laws or regulations, and the Director agrees to promptly notify the Company of any misstatement of a material fact regarding the Director, and of the omission of any material fact necessary to make the statements contained in such documents regarding the Director not misleading.

X. Resolution of Dispute

Any dispute regarding this Agreement (including without limitation its validity, interpretation, performance, enforcement, termination and damages) shall be determined in accordance with the laws of the State of California, the United States of America. Any action under this paragraph shall not preclude any party hereto from seeking injunctive or other legal relief to which each party may be entitled.

XI. Entire Agreement

This Agreement (including agreements executed in substantially the form of the exhibits attached hereto) supersedes all prior or contemporaneous written or oral understandings or agreements, and, except as otherwise set forth herein, may not be added to, modified, or waived, in whole or in part, except by a writing signed by the party against whom such addition, modification or waiver is sought to be asserted.

XII. Assignment

This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and, except as otherwise expressly provided herein, neither this Agreement, nor any of the rights, interests or obligations hereunder shall be assigned by either of the parties hereto without the prior written consent of the other party.

XIII. Notices

Any and all notices, requests and other communications required or permitted hereunder shall be in writing, registered mail or by facsimile, to each of the parties at the addresses set forth above. Any such notice shall be deemed given when received and notice given by registered mail shall be considered to have been given on the tenth (10th) day after having been sent in the manner provided for above.

XIV. Survival of Obligations

Notwithstanding the expiration or termination of this Agreement, neither party hereto shall be released hereunder from any liability or obligation to the other which has already accrued as of the time of such expiration or termination (including, without limitation, the Director's obligations under the Proprietary Information Agreement, the Company's obligation to make any fees and expense payments required pursuant to Section IV due up to the date of the expiration or termination, and the Company's indemnification and insurance obligations set forth in Section V hereof) or which thereafter might accrue in respect of any act or omission of such party prior to such expiration or termination.

XV. Attorneys' Fees

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach or default in connection with any of the provisions hereof, the successful or substantially prevailing party (including a party successful or substantially prevailing in defense) shall be entitled to recover its actual attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

XVI. Severability

Any provision of this Agreement which is determined to be invalid or unenforceable shall not affect the remainder of this Agreement, which shall remain in effect as though the invalid or unenforceable provision had not been included herein, unless the removal of the invalid or unenforceable provision would substantially defeat the intent, purpose or spirit of this Agreement.

XVII. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument. Execution and delivery of this Agreement by facsimile or other electronic signature is legal, valid and binding for all purposes.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

Director:	**Apollo Medical Holdings, Inc.**
[FULL NAME]	By: Warren Hosseinion, M.D., Co-Chief Executive Officer

EXHIBIT A

DIRECTOR PROPRIETARY INFORMATION AGREEMENT

EXHIBIT B

INDEMNIFICATION AGREEMENT

Exhibit 10.2

DIRECTOR PROPRIETARY INFORMATION AGREEMENT

THIS DIRECTOR PROPRIETARY INFORMATION AGREEMENT (the "Agreement") is made as of December __, 2017, by and between**APOLLO MEDICAL HOLDINGS, INC**., a Delaware corporation ("ApolloMed"), and _____ (the "Director").

WHEREAS, the Director has agreed to serve on the Board of Directors of ApolloMed (the "Board");

WHEREAS, the parties desire to assure the confidential status of the information which may be disclosed by ApolloMed to the Director in connection with the Director serving on the Board; and

NOW THEREFORE, in reliance upon and in consideration of the following undertaking, the parties agree as follows:

1. Subject to the limitations set forth in Paragraph 2, all information disclosed by ApolloMed to the Director shall be deemed to be "Proprietary Information." In particular, Proprietary Information shall be deemed to include any information, process, technique, algorithm, program, design, drawing, formula or test data relating to any research project, work in process, future development, engineering, manufacturing, marketing, servicing, financing or personnel matter relating to ApolloMed, any of its affiliates or subsidiaries, present or future products, sales, suppliers, customers, employees, investors, or business of ApolloMed or any of its affiliates or subsidiaries, whether or oral, written, graphic or electronic form.

2. The term "Proprietary Information" shall not be deemed to include the following information: (i) information which is now, or hereafter becomes, through no breach of this Agreement on the part of the Director, generally known or available to the public; (ii) is known by the Director at the time of receiving such information; (iii) is hereafter furnished to the Director by a third party, as a matter of right and without restriction on disclosure; or (iv) is the subject of a written permission to disclose provided by ApolloMed.

3. The Director shall maintain in trust and confidence and not disclose to any third party or use for any unauthorized purpose any Proprietary Information received from ApolloMed. The Director may use such Proprietary Information only to the extent required to accomplish the purposes of his position at ApolloMed. The Director shall not use Proprietary Information for any purpose or in any manner which would constitute a violation of any laws or regulations, including without limitation the export control laws of the United States. No other rights of licenses to trademarks, inventions, copyrights, or patents are implied or granted under this Agreement.

4. Proprietary Information supplied shall not be reproduced in any form except as required to accomplish the intent of this Agreement.

5. The Director represents, warrants and covenants that he shall protect the Proprietary Information received with at least the same degree of care used to protect his or her own Proprietary Information from unauthorized use or disclosure.

6. All Proprietary Information (including all copies thereof) shall remain in the property of ApolloMed, and shall be returned to ApolloMed (or destroyed) after the Director's need for it has expired, or upon request of ApolloMed, and in any event, upon the expiration or termination of that certain Board of Directors Agreement, of even date herewith, between ApolloMed and the Director (the "Director Agreement").

7. Notwithstanding any other provision of this Agreement, disclosure of Proprietary Information shall not be precluded if such disclosure:

(a) is in response to a valid order, including a subpoena, of a court or other governmental body of the United States or any political subdivision thereof; provided, however, that to the extent reasonably feasible, the Director shall first have given ApolloMed notice of the Director's receipt of such order and ApolloMed shall have had an opportunity to obtain a protective order requiring that the Proprietary Information so disclosed be used only for the purpose for which the order was issued;

(b) is otherwise required by law; or

(c) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

8. This Agreement shall continue in full force and effect during the term of the Director Agreement. This Agreement may be terminated at any time thereafter upon thirty (30) days written notice to the other party. The termination of this Agreement shall not relieve the Director of the obligations imposed by Paragraphs 3, 4, 5 and 11 of this Agreement with respect to Proprietary information disclosed prior to the effective date of such termination and the provisions of these Paragraphs shall survive the termination of this Agreement indefinitely with respect to Proprietary Information that constitutes "trade secrets" and for a period of eighteen (18) months from the date of such termination with respect to other Proprietary Information.

9. This Agreement shall be governed by the laws of the State of California as those laws are applied to contracts entered into and to be performed entirely in California by California residents.

10. This Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and may not be changed, modified, amended or supplemented except by a written instrument signed by both parties.

11. Each party hereby acknowledges and agrees that in the event of any breach of this Agreement by the Director, including, without limitation, an actual or threatened disclosure of Proprietary Information without the prior express written consent of ApolloMed, ApolloMed will suffer an irreparable injury, such that no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, each party hereby agrees that ApolloMed shall be entitled to specific performance of the Director's obligations under this Agreement, as well as such further injunctive relief as may be granted by a court of competent jurisdiction.

Director:		Apollo Medical Holdings, Inc.	
Signature:	_____	Signature:	_____
Print Name:	[FULL NAME]	Print Name:	Warren Hosseinion, M.D.
		Title:	Co-Chief Executive Officer

Exhibit 10.3

INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT (this "Agreement") effective as of December __, 2017 by and between APOLLO MEDICAL HOLDINGS, INC., a Delaware corporation (the "Company") and _____ ("Indemnitee").

R E C I T A L S

A. The Company and Indemnitee recognize the continued difficulty in obtaining liability insurance for its directors, officers, employees, stockholders, controlling persons, agents and fiduciaries, the significant increases in the cost of such insurance and the general reductions in the coverage of such insurance.

B. The Company and Indemnitee further recognize the substantial increase in corporate litigation in general, which subjects directors, officers, employees, controlling persons, stockholders, agents and fiduciaries to expensive litigation risks at the same time as the availability and coverage of liability insurance has been severely limited.

C. Indemnitee does not regard the current protection available as adequate under the present circumstances, and Indemnitee and other directors, officers, employees, stockholders, controlling persons, agents and fiduciaries of the Company may not be willing to serve in such capacities without additional protection.

D. The Company (i) desires to attract and retain highly qualified individuals and entities, such as Indemnitee, to serve the Company and, in part, in order to induce Indemnitee to be involved with the Company and (ii) wishes to provide for the indemnification and advancing of expenses to Indemnitee to the maximum extent permitted by law.

E. This Agreement forms part of the consideration for Indemnitee to serve, or to continue to serve, as an officer or director of the Company, and allows Indemnitee to fulfill his or her fiduciary duties under law and take on actions for or on behalf of the Company.

F. In view of the considerations set forth above, the Company desires that Indemnitee be indemnified by the Company as set forth herein.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee hereby agree as follows:

1. Indemnification

a. Indemnification of Expenses. The Company shall indemnify and hold harmless Indemnitee (including its respective directors, officers, partners, former partners, members, former members, employees, agents and spouse, as applicable) and each person who controls any of them or who may be liable within the meaning of Section 15 of the Securities Act of 1933, as amended (the "Securities Act"), or Section 20 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), to the fullest extent permitted by law if Indemnitee was or is or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in, any threatened, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, or any hearing, inquiry or investigation that Indemnitee believes might lead to the institution of any such action, suit, proceeding or alternative dispute resolution mechanism, whether civil, criminal, administrative, investigative or other (hereinafter a "Claim") by reason of (or arising in part or in whole out of) any event or occurrence related to the fact that Indemnitee is or was or may be deemed a director, officer, stockholder, employee, controlling person, agent or fiduciary of the Company, or any subsidiary of the Company, or is or was or may be deemed to be serving at the request of the Company as a director, officer, stockholder, employee, controlling person, agent or fiduciary of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, or by reason of any action or inaction on the part of Indemnitee while serving in such capacity including, without limitation, any and all losses, claims, damages, expenses and liabilities, joint or several (including any investigation, legal and other expenses incurred in connection with, and any amount paid in settlement of, any action, suit, proceeding or any claim asserted) under the Securities Act, the Exchange Act or other federal or state statutory law or regulation, at common law or otherwise or which relate directly or indirectly to the registration, purchase, sale or ownership of any securities of the Company or to any fiduciary obligation owed with respect thereto or as a direct or indirect result of any Claim made by any stockholder of the Company against Indemnitee and arising out of or related to any round of financing of the Company (including but not limited to Claims regarding non-participation, or non-pro rata participation, in such round by such stockholder), or made by a third party against Indemnitee based on any misstatement or omission of a material fact by the Company in violation of any duty of disclosure imposed on the Company by federal or state securities or common laws (hereinafter an "Indemnification Event") against any and all expenses (including attorneys' fees and all other costs, expenses and obligations incurred in connection with investigating, defending a witness in or participating in (including on appeal), or preparing to defend, be a witness in or participate in, any such action, suit, proceeding, alternative dispute resolution mechanism, hearing, inquiry or investigation), judgments, fines, penalties and amounts paid in settlement (if, and only if, such settlement is approved in advance by the Company, which approval shall not be unreasonably withheld) of such Claim and any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement (collectively, hereinafter "Expenses"), including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses. Such payment of Expenses shall be made by the Company as soon as practicable but in any event no later than ten (10) days after written demand by Indemnitee therefor is presented to the Company.

b. Reviewing Party. Notwithstanding the foregoing, (i) the obligations of the Company under Section 1(a) shall be subject to the condition that the Reviewing Party (as described in Section 10(e) hereof) shall not have determined (in a written opinion, in any case in which the Independent Legal Counsel referred to in Section 1(e) hereof is involved) that Indemnitee would not be permitted to be indemnified under applicable law, and (ii) Indemnitee acknowledges and agrees that the obligation of the Company to make an advance payment of Expenses to Indemnitee pursuant to Section 2(a) (an "Expense Advance") shall be subject to the condition that, if, when and to the extent that the Reviewing Party determines that Indemnitee would not be permitted to be so indemnified under applicable law, the Company shall be entitled to be reimbursed by Indemnitee (who hereby agrees to reimburse the Company) for all such amounts theretofore paid; provided, however, that if Indemnitee has commenced or thereafter commences legal proceedings in a court of competent jurisdiction to secure a determination that Indemnitee should be indemnified under applicable law, any determination made by the Reviewing Party that Indemnitee would not be permitted to be indemnified under applicable law shall not be binding and Indemnitee shall not be required to reimburse the Company for any Expense Advance until a final judicial determination is made with respect thereto (as to which all rights of appeal therefrom have been exhausted or lapsed). Indemnitee's obligation to reimburse the Company for any Expense Advance shall be unsecured and no interest shall be charged thereon. If there has not been a Change in Control (as defined in Section 10(c) hereof), the Reviewing Party shall be selected by the Company's Board of Directors (the "Board"), and if there has been such a Change in Control (other than a Change in Control which has been approved by a majority of the Board who were directors immediately prior to such Change in Control), the Reviewing Party shall be the Independent Legal Counsel referred to in Section 1(e) hereof. If there has been no determination by the Reviewing Party or if the Reviewing Party determines that Indemnitee substantively would not be permitted to be indemnified in whole or in part under applicable law, Indemnitee shall have the right to commence litigation seeking an initial determination by the court or challenging any such determination by the Reviewing Party or any aspect thereof, including the legal or factual bases therefor, and the Company hereby consents to service of process and to appear in any such proceeding. Any determination by the Reviewing Party otherwise shall be conclusive and binding on the Company and Indemnitee.

c. Contribution. If the indemnification provided for in Section 1(a) above for any reason is determined by the Reviewing Party or held by a court of competent jurisdiction to be unavailable to Indemnitee in respect of any losses, claims, damages, expenses or liabilities referred to therein, then the Company, in lieu of indemnifying Indemnitee thereunder, shall, to the fullest extent permissible under applicable law, contribute to the amount paid or payable by Indemnitee as a result of such losses, claims, damages, expenses or liabilities in such proportion as is appropriate to reflect the relative benefits received by the Company and Indemnitee and the relative fault of the Company and Indemnitee in connection with the action or inaction which resulted in such losses, claims, damages, expenses or liabilities, as well as any other relevant equitable considerations. In connection with losses, claims, damages, expenses or liabilities resulting from the registration of the Company's securities, the relative benefits received by the Company and Indemnitee shall be deemed to be in the same respective proportions that the net proceeds from the offering (before deducting expenses) received by them, in each case as set forth in the table on the cover page of the applicable prospectus, bear to the aggregate public offering price of the securities so offered. The relative fault of the Company and Indemnitee shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or Indemnitee and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and Indemnitee agree that it would not be just and equitable if contribution pursuant to this Section 1(c) were determined by pro rata or per capita allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. In connection with losses, claims, damages, expenses or liabilities resulting from the registration of the Company's securities, in no event shall Indemnitee be required to contribute any amount under this Section 1(c) in excess of the lesser of (i) that proportion of the total of such losses, claims, damages or liabilities indemnified against equal to Indemnitee's proportion of the total securities being offered under such registration statement or (ii) the proceeds received by Indemnitee from its securities sold under the registration statement. Notwithstanding this Section 1(c), no person found guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not found guilty of such fraudulent misrepresentation.

d. Survival Regardless of Investigation. The indemnification and contribution provided for in this Section 1 will remain in full force and effect regardless of any investigation made by or on behalf of Indemnitee or any officer, director, employee, agent or controlling person of Indemnitee.

e. Change in Control. The Company agrees that if there is a Change in Control of the Company (other than a Change in Control which has been approved by a majority of the Board who were directors immediately prior to such Change in Control) then, with respect to all matters thereafter arising concerning the rights of Indemnitee to payments of Expenses under this Agreement or any other agreement or under the Company's Certificate of Incorporation, as amended (the "Certificate") or Bylaws as now or hereafter in effect, Independent Legal Counsel (as defined in Section 10(d) hereof) shall be selected by Indemnitee and approved by the Company (which approval shall not be unreasonably withheld). Such counsel, among other things, shall render its written opinion to the Company and Indemnitee as to whether and to what extent Indemnitee would be permitted to be indemnified under applicable law. The Company agrees to abide by such opinion and to pay the reasonable fees of the Independent Legal Counsel referred to above and to fully indemnify such counsel against any and all expenses (including attorneys' fees), claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

f. Mandatory Payment of Expenses. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee has been successful on the merits or otherwise, including, without limitation, the dismissal of an action without prejudice, in the defense of any action, suit, proceeding, inquiry or investigation referred to in Section 1(a) hereof or in the defense of any claim, issue or matter therein, Indemnitee shall be indemnified against all Expenses incurred by Indemnitee in connection herewith.

2. Expenses; Indemnification Procedure.

a. Advancement of Expenses. Subject to Section 1(b) hereof, the Company shall advance all Expenses incurred by Indemnitee. The advances to be made hereunder shall be paid by the Company to Indemnitee as soon as practicable but in any event no later than fifteen (15) days after written demand by Indemnitee therefor to the Company.

b. Notice/Cooperation by Indemnitee. Indemnitee shall give the Company written notice as soon as practicable of any Claim made against Indemnitee for which indemnification will or could be sought under this Agreement; provided, however, that any failure or delay in giving such notice shall not relieve the Company of its obligations under this Agreement unless and to the extent that (i) the Company is not aware of such Claim and (ii) the Company is materially prejudiced by such failure or delay. The written notice to the Company shall include a description of the nature of and the facts underlying the Claim and be directed to the Chief Executive Officer of the Company at the address shown on the signature page of this Agreement (or such other address as the Company shall designate in writing to Indemnitee).

c. No Presumptions; Burden of Proof. For purposes of this Agreement, the termination of any Claim by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of nolo contendere, or its equivalent, shall not create a presumption that Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law. In addition, neither the failure of the Reviewing Party to have made a determination as to whether Indemnitee has met any particular standard of conduct or had any particular belief, nor an actual determination by the Reviewing Party that Indemnitee has not met such standard of conduct or did not have such belief, prior to the commencement of legal proceedings by Indemnitee to secure a judicial determination that Indemnitee should be indemnified under applicable law, shall be a defense to Indemnitee's claim or create a presumption that Indemnitee has not met any particular standard of conduct or did not have any particular belief. In connection with any determination by the Reviewing Party or otherwise as to whether Indemnitee is entitled to be indemnified hereunder, the burden of proof shall be on the Company to establish that Indemnitee is not so entitled.

d. Notice to Insurers. If, at the time of the receipt by the Company of a notice of a Claim pursuant to Section 2(b) hereof, the Company has liability insurance in effect which may cover such Claim, the Company shall give prompt written notice of the commencement of such Claim to the applicable insurers in accordance with the procedures set forth in each of the policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such action, suit, proceeding, inquiry or investigation in accordance with the terms of such policies.

e. Selection of Counsel. In the event the Company is obligated hereunder to pay the Expenses of any Claim, the Company shall be entitled to participate in the proceeding and assume the control of the defense of such Claim, with counsel reasonably approved by Indemnitee (such approval shall not be unreasonably withheld, delayed or conditioned), upon the delivery to Indemnitee of written notice of its election to do so. After delivery of such notice, approval of such counsel by Indemnitee and the retention of such counsel by the Company, the Company will not be liable to Indemnitee under this Agreement for any fees of counsel subsequently incurred by Indemnitee with respect to the same Claim; provided that, (i) Indemnitee shall have the right to employ Indemnitee's counsel in any such Claim at Indemnitee's sole expense; (ii) Indemnitee shall have the right to employ Indemnitee's own counsel in connection with such proceeding, at the expense of the Company, if such counsel serves in a review, observer, advice and counseling capacity and does not otherwise materially control or participate in the defense of such Claim; and (iii) if the Company and Indemnitee have mutually concluded that there is a conflict of interest between them in the conduct of the defense of such Claim, then Indemnitee is entitled to retain its own counsel and the reasonable fees and expenses of Indemnitee's counsel reasonably approved by the Company (such approval shall not be unreasonably withheld, delayed or conditioned) shall be at the expense of the Company.

3. Additional Indemnification Rights; Non-Exclusivity.

a. Scope. The Company hereby agrees to indemnify Indemnitee for the Expenses of any Claim to the fullest extent permitted by law, even if indemnification is not specifically authorized by the other provisions of this Agreement or any other agreement, the Company's Certificate and Bylaws or by statute. In the event of any change after the date of this Agreement in any applicable law, statute or rule which expands the right of a Delaware corporation to indemnify a member of its board of directors or an officer, employee, agent or fiduciary, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits afforded by such change. In the event of any change in any applicable law, statute or rule which narrows the right of a Delaware corporation to indemnify a member of its board of directors or an officer, employee, agent or fiduciary, such change, to the extent not otherwise required by such law, statute or rule to be applied to this Agreement, shall have no effect on this Agreement or the parties' rights and obligations hereunder except as set forth in Section 8(a) hereof.

b. Non-Exclusivity. Notwithstanding anything in this Agreement, the indemnification provided by this Agreement shall be in addition to any rights to which Indemnitee may be entitled under the Company's Certificate or Bylaws, any agreement, any vote of stockholders or disinterested directors, the laws of the State of Delaware, or otherwise. Notwithstanding anything in this Agreement, the indemnification provided under this Agreement shall continue as to Indemnitee for any action Indemnitee took or did not take while serving in an indemnified capacity even though Indemnitee may have ceased to serve in such capacity and indemnification shall inure to the benefit of Indemnitee from and after Indemnitee's first day of service as a director with the Company or affiliation with a director from and after the date such director commences services as a director with the Company.

4. No Duplication of Payments. Notwithstanding anything herein to the contrary, the Company shall not be liable under this Agreement to make any payment in connection with any Claim made against Indemnitee to the extent Indemnitee has otherwise actually received payment (under any insurance policy, any other agreement, the Company's Certificate and Bylaws or otherwise) of the amounts otherwise indemnifiable hereunder.

5. Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for any portion of Expenses incurred in connection with any Claim, but not, however, for all of the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion of such Expenses to which Indemnitee is entitled thereunder.

6. Mutual Acknowledgement. The Company and Indemnitee acknowledge that in certain instances, applicable law or public policy may prohibit the Company from indemnifying its directors, officers, employees, controlling persons, agents or fiduciaries under this Agreement or otherwise.

7. Liability Insurance. During any period of time Indemnitee is entitled to indemnification rights under this Agreement, the Company shall maintain liability insurance applicable to directors, officers, employees, control persons, agents or fiduciaries, Indemnitee shall be covered by such policies in such a manner as to provide Indemnitee the same rights and benefits as are accorded to the most favorably insured of the Company's directors, if Indemnitee is a director, or of the Company's officers, if Indemnitee is not a director of the Company but is an officer; or of the Company's key employees, controlling persons, agents or fiduciaries, if Indemnitee is not an officer or director but is a key employee, agent, control person, or fiduciary. Said liability insurance shall provide coverage amounts of no less than $3 million and shall be held with an insurance carrier which the Board believes is of financially sound condition.

8. Exceptions. Any other provision herein to the contrary notwithstanding, the Company shall not be obligated pursuant to the terms of this Agreement:

a. Claims Under Section 16(b). To indemnify Indemnitee for Expenses arising from or in connection with any Claims for which a final decision by a court having jurisdiction in the matter determines that Indemnitee sold or purchased the Company's securities in violation of Section 16(b) of the Exchange Act or any similar successor statute;

b. Compensation Recovery Claims. To indemnify Indemnitee for Expenses arising from or in connection with any Claims for any reimbursement of the Company by Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by Indemnitee from the sale of securities of the Company, as required under the Exchange Act (including any such reimbursements that rise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002, as amended (the "Sarbanes-Oxley Act"), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act);

c. Indemnitee Claims. To indemnify Indemnitee for Expenses arising from or in connection with any Claims initiated or brought voluntarily by Indemnitee not by way of defense, except with respect to Claims brought to establish or enforce a right to indemnification under this Agreement, the Company's Certificate and Bylaws or any applicable law;

d. Unlawful Indemnification. To indemnify Indemnitee for Expenses arising from or in connection with any Claims for which a final decision by a court having jurisdiction in the matter determines that such indemnification is not lawful;

e. Fraud. To indemnify Indemnitee for Expenses arising from or in connection with any Claims for which a final decision by a court having jurisdiction in the matter determines that Indemnitee has committed fraud on the Company; and

f. Insurance. To indemnify Indemnitee for which payment is actually and fully made to Indemnitee under a valid and collectible insurance policy.

9. Period of Limitations. No legal action shall be brought and no cause of action shall be asserted by or in the right of the Company against Indemnitee or Indemnitee's estate, spouse, heirs, executors or personal or legal representatives after the expiration of five (5) years from the date of accrual of such cause of action, and any claim or cause of action of the Company shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such five (5) year period; provided, however, that if any shorter period of limitations is otherwise applicable to any such cause of action, such shorter period shall govern.

10. Construction of Certain Phrases.

a. For purposes of this Agreement, references to the "Company" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees, agents or fiduciaries, so that if Indemnitee is or was or may be deemed a director, officer, employee, agent, control person, or fiduciary of such constituent corporation, or is or was or may be deemed to be serving at the request of such constituent corporation as a director, officer, employee, control person, agent or fiduciary of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, Indemnitee shall stand in the same position under the provisions of this Agreement with respect to the resulting or surviving corporation as Indemnitee would have with respect to such constituent corporation if its separate existence had continued.

b. For purposes of this Agreement, references to "other enterprise" shall include any employee benefit plan of the Company; references to "fines" shall include any excise taxes assessed on Indemnitee with respect to an employee benefit plan; and references to "serving at the request of the Company" shall include any service as a director, officer, employee, agent or fiduciary of the Company which imposes duties on, or involves services by, such director, officer, employee, agent or fiduciary with respect to an employee benefit plan of the Company, its participants or its beneficiaries.

c. For purposes of this Agreement a "Change in Control" shall be deemed to have occurred if (i) any "person" (as such term is used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company, (A) who is or becomes the beneficial owner, directly or indirectly, of securities of the Company representing 20% or more of the combined voting power of the Company's then outstanding Voting Securities, increases beneficial ownership of such securities by 5% or more, or (B) becomes the "beneficial owner" (as defined in Rule 13d-3 under said Exchange Act), directly or indirectly, of securities of the Company representing more than 30% of the total voting power represented by the Company's then outstanding Voting Securities, (ii) during any period of two consecutive years, individuals who at the beginning of such period constitute the Board and any new director whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof, or (iii) the stockholders of the Company approve a merger or consolidation of the Company with any other corporation other than a merger or consolidation which would result in the Voting Securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into Voting Securities of the surviving entity) at least two-thirds (2/3) of the total voting power represented by the Voting Securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of (in one transaction or a series of transactions) all or substantially all of the Company's assets. "Voting Securities" shall mean any securities of the Company that vote generally in the election of directors.

d. For purposes of this Agreement, "Independent Legal Counsel" shall mean an attorney or firm of attorneys, selected in accordance with the provisions of Section 1(e) hereof, who shall not have otherwise performed services for the Company or Indemnitee within the last three (3) years (other than with respect to matters concerning the right of Indemnitee under this Agreement, or of other indemnitees under similar indemnity agreements).

e. For purposes of this Agreement, a "Reviewing Party" shall mean any appropriate person or body consisting of a member or members of the Board or any other person or body appointed by the Board, who is not a party to the particular Claim for which Indemnitee is seeking indemnification, such as a committee of the Board or Independent Legal Counsel.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

12. Binding Effect; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company, spouses, heirs, and personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all, or a substantial part, of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. This Agreement shall continue in effect with respect to Claims relating to Indemnifiable Events regardless of whether Indemnitee continues to serve as a director, officer, employee, agent, controlling person, or fiduciary of the Company or of any other enterprise, including subsidiaries of the Company, at the Company's request.

13. Attorneys' Fees. In the event that any action is instituted by Indemnitee under this Agreement or under any liability insurance policies maintained by the Company to enforce or interpret any of the terms hereof or thereof, Indemnitee shall be entitled to be paid all Expenses incurred by Indemnitee with respect to such action if Indemnitee is ultimately successful in such action. In the event of an action instituted by or in the name of the Company under this Agreement to enforce or interpret any of the terms of this Agreement, Indemnitee shall be entitled to be paid Expenses incurred by Indemnitee in the defense of such action (including costs and expenses incurred with respect to Indemnitee counterclaims and cross-claims made in such action), and shall be entitled to the advancement of Expenses with respect to such action, in each case only to the extent that Indemnitee is ultimately successful in such action.

14. Notice. All notices and other communications required or permitted hereunder shall be in writing, shall be effective when given, and shall in any event be deemed to be given (a) five (5) days after deposit with the U.S. Postal Service or other applicable postal service, if delivered by first class mail, postage prepaid, (b) upon delivery, if delivered by hand, (c) one business day after the business day of deposit with Federal Express or similar overnight courier, freight prepaid, or (d) one day after the business day of delivery by facsimile transmission, if deliverable by facsimile transmission, with copy by first class mail, postage prepaid, and shall be addressed if to Indemnitee, at Indemnitee's address as set forth beneath the Indemnitee's signature to this Agreement and if to the Company at the address of its principal corporate offices (attention: Secretary) or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.

15. Severability. The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any provision within a single section, paragraph or sentence) are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions hereof shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, this Agreement (including, without limitations, each portion of this Agreement containing any provision held to be invalid, void or otherwise unenforceable, that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

16. Resolution of Dispute. This Agreement shall be governed by and its provisions construed and enforced in accordance with the laws of the State of Delaware, without regard to the conflict of laws principles thereof. To the fullest extent permitted by law, and unless the Company consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for all purposes in connection with any dispute regarding, arising out of or relating to this Agreement (including without limitation its validity, interpretation, performance, enforcement, termination and damages).

17. Subrogation. In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee who shall execute all documents required and shall do all acts that may be necessary to secure such rights and to enable the Company effectively to bring suit to enforce such rights.

18. Amendment and Termination. No amendment, modification, termination or cancellation of this Agreement shall be effective unless it is in writing signed by the parties to be bound thereby. Notice of same shall be provided to all parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

19. Corporate Authority. The Board has approved the terms of this Agreement.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement on and as of the day and year first above written.

APOLLO MEDICAL HOLDINGS, INC.,

By: _____
Name: Warren Hosseinion, M.D.
Title: Co-Chief Executive Officer
700 North Brand Boulevard, Suite 220, Glendale, California 91203

_____
[FULL NAME]

[ADDRESS]