
**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 17, 2010

eHealth, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-33071
(Commission
File Number)

56-2357876
(I.R.S. Employer
Identification No.)

440 East Middlefield Road
Mountain View, California 94043
(Address of principal executive offices) (Zip code)

(650) 584-2700
Registrant's telephone number, including area code

Not Applicable
(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:

- ☐ 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 August 17, 2010, eHealthInsurance Services, Inc., a wholly-owned subsidiary of eHealth, Inc. (the “Company”), entered into a Second Amendment to Lease Agreement (the “Lease Amendment”), effective August 5, 2010, with Brian Avery, Trustee of the 1983 Avery Investments Trust, to amend the Lease Agreement dated as of May 2004, as amended, relating to the Company’s corporate headquarters. The Lease Amendment extends the term of the Company’s lease of approximately 17,740 square feet of office space in Mountain View, California (the “Mountain View Premises”) such that the lease expires August 31, 2011. Under the terms of the Lease Amendment, the monthly base rent for the Mountain View Premises for the period from September 1, 2010 through August 31, 2011 is \$27,497 per month.

The foregoing description of the terms of the Lease Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Lease Amendment, a copy of which is attached hereto as Exhibit 10.14.2.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

The discussion contained in “Item 1.01 Entry into a Material Definitive Agreement” of this Current Report on Form 8-K is incorporated into this Item 2.03 by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.14.2	Second Amendment to Lease Agreement, effective as of August 5, 2010, between eHealthInsurance Services, Inc. and Brian Avery, Trustee of the 1983 Avery Investments Trust.

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

EHEALTH, INC.

By: /s/ STUART M. HUIZINGA
Stuart M. Huizinga
Chief Financial Officer
(Principal Financial and Accounting Officer)

Dated: August 18, 2010

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.14.2	Second Amendment to Lease Agreement, effective as of August 5, 2010, between eHealthInsurance Services, Inc. and Brian Avery, Trustee of the 1983 Avery Investments Trust.

SECOND AMENDMENT LEASE AGREEMENT

This Second Amendment to Lease Agreement ("Amendment") is entered into as of August 5, 2010 (the "Effective Date"), by and between BRIAN AVERY, Trustee of the 1983 Avery Investments Trust ("Landlord") and eHEALTHINSURANCE SERVICES, INC., a Delaware corporation ("Tenant").

RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement dated as of May, 2004 (the "Original Lease"; as amended, the "Lease"), for premises consisting of that certain Building containing approximately 17,740 square feet, commonly known as 440 Middlefield Road, Mountain View, California, all as more particularly described in the Original Lease. Landlord and Tenant also entered into a First Amendment Lease Agreement in May, 2009 which extended the Lease from August 27, 2009 through August 31, 2010.

B. Landlord and Tenant desire to amend the Lease to extend the Term thereof, and to modify or amend certain other provisions of the Lease as more particularly described below, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals; Defined Terms.** The Recitals set forth above are true and correct and are incorporated into the body of this Amendment as though set forth herein. Except as otherwise expressly provided herein, the capitalized terms used herein shall have the meanings set forth in the Original Lease.

2. **Extension of Term.** Effective as of the date hereof, Section 2 of the Original Lease is hereby amended to provide that the Term of the Lease shall be extended for an additional twelve (12) months beyond the current Expiration Date, which is hereby amended to be August 31, 2011.

3. **Base Rent.** Section 3.1 of the Original Lease is hereby amended to provide that Monthly Base Rent for the period from September 1, 2010, through August 31, 2011, shall be payable in the amount of twenty seven thousand, four hundred, ninety seven and 00/100 Dollars (\$27,497.00) per month.

4. **Condition of Premises.** Tenant agrees and acknowledges that it accepts the Premises from Landlord for the extended Term provided hereunder in its "AS-IS", "WHERE IS" condition, that Landlord has not agreed to make any improvements or upgrades to the Premises in connection with this Amendment, and that, as of the date hereof, Landlord is not in default of any of its obligations under the Lease with respect to the Premises and/or the Property. Notwithstanding the above, upon execution of this agreement by both parties, Landlord will deliver a check for \$8,870 payable to Tenant for the painting of the interior premises; said painting to be arranged by Tenant at its own convenience and with painters selected by Tenant in its discretion, without the need of prior approval from Landlord.

5. Commissions. Each Party hereby represents and warrants to the other that it has not retained or worked with any broker or finder in connection with the negotiation of this Amendment and/or the consummation of the transaction contemplated hereby other than Cornish & Carey (“Broker”), who shall be paid a fee by Landlord pursuant to a separate agreement. Landlord and Tenant do each hereby agree to indemnify, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any broker, finder or other similar party (other than Broker) by reason of any dealings or actions of the indemnifying party, including any costs, expenses and/or attorneys’ fees reasonably incurred with respect thereto. The obligation to indemnify, defend and hold harmless as set forth in the immediately preceding sentence shall survive the termination of the Lease.

6. Ratification. Except as expressly modified herein, the terms and conditions of the Lease shall remain unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Original Lease, the terms of this Amendment shall control.

7. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth above.

LANDLORD:

/s/ Brian Avery

BRIAN AVERY, Trustee of the 1983
Avery Investments Trust

TENANT:

eHEALTHINSURANCE SERVICES, INC.,
a Delaware corporation

By: /s/ Bruce Telkamp

Its: Executive Vice President