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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**

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

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**DATE OF REPORT (DATE OF EARLIEST EVENT REPORTED) August 29, 2012**

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**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)

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

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**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 29, 2012, eHealthInsurance Services, Inc. (the “Company”) entered into a Sixth Amendment to Lease and Acknowledgment to Standard Lease Agreement (Office) (the “Lease Amendment”) with Carlsen Investments, LLC, as successor in interest to Gold Pointe E, LLC (“Landlord”) to amend the Standard Lease Agreement (Office) dated as of June 10, 2004, as amended (the “Lease”), to extend the lease on approximately 38,897 square feet of existing office space (the “Premises”), located in the building where the Company currently has office space in Gold River, California.

*Term.* Pursuant to the Lease Amendment, the term of the lease for the Premises is extended for two years, to begin on January 1, 2013 and to expire on December 31, 2014 (the “Extended Term”).

*Base Rent.* Under the terms of the Lease Amendment, the monthly base rent per square foot during the Extended Term is the following:

<u>Dates</u>	<u>Monthly Base Rent Per Square Foot</u>	<u>Monthly Base Rent</u>
January 1, 2013 to December 31, 2013	\$ 1.90	\$ 73,904.00
January 1, 2014 to December 31, 2014	\$ 1.95	\$ 75,849.00

*Renewal Option.* The Company retains one, three (3) year option to renew the Lease at the end of the Extended Term under the terms and conditions as set forth in the Lease.

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 10.15.2.

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

The discussion of the creation of a direct financial obligation or an obligation under an off-balance sheet arrangement of registrant is incorporated by reference from “Item 1.01 Entry into a Material Definitive Agreement” of this Current Report on Form 8-K.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits.

Exhibit Number	Description
10.15.2	Sixth Amendment to Lease and Acknowledgment to Standard Lease Agreement (Office), effective as of August 29, 2012, between eHealthInsurance Services, Inc. and Carlsen Investments, LLC.

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**SIGNATURE**

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 31, 2012

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## EXHIBIT INDEX

Exhibit Number	Description
10.15.2	Sixth Amendment to Lease and Acknowledgment to Standard Lease Agreement (Office), effective as of August 29, 2012, between eHealthInsurance Services, Inc. and Carlsen Investments, LLC.

**SIXTH AMENDMENT TO LEASE AND ACKNOWLEDGMENT TO STANDARD  
LEASE AGREEMENT (OFFICE)**

**Gold Pointe Corporate Center, 11919 Foundation Place, Gold River, CA 95670  
("Building")**

This Sixth Amendment to Standard Lease Agreement (Office) ("**Sixth Amendment**") is entered into this 29<sup>th</sup> day of August, 2012, by and between Carlsen Investments, LLC, a California limited liability company as successor in interest to Gold Pointe E, LLC, a California limited liability company ("**Landlord**") and eHealthInsurance Services, Inc., a Delaware corporation ("**Tenant**").

The undersigned hereby confirms the following and the provisions of the Lease are hereby amended by the following:

1. **Premises.** The Premises is hereby confirmed to consist of approximately thirty-eight thousand, eight hundred ninety seven (38,897) rentable square feet on the first and second floors of the Building. The Premises are being provided to Tenant during the Extended Term (as defined below) as is and Landlord shall not provide any improvements to the Premises.
2. **Lease Expiration Date and Extension of Term.** The term of the Lease, is currently scheduled to expire on December 31, 2012. The Term of the Lease is hereby extended for two years, to begin on January 1, 2013 and to expire on December 31, 2014 ("**Extended Term**").
3. **Monthly Base Rent.** The Base Rent through the expiration of the term of the Lease on December 31, 2012 will remain as set forth in the Lease. The Base Rent during the Extended Term shall be as follows:

<u>MONTHS</u>	<u>DATES</u>	<u>MONTHLY BASE RENT PER SQUARE FOOT</u>	<u>MONTHLY BASE RENT</u>
1-12	1/1/13 to 12/31/13	\$ 1.90	\$ 73,904.00
13-24	1/1/14 to 12/31/14	\$ 1.95	\$ 75,849.00

4. **Base Year.** Effective as of the Lease Commencement Date for the Extended Term, the "Base Year" as defined in the Lease shall mean the calendar year 2013.
5. **Parking.** The current parking provided under the Lease to Tenant at no charge is 159 spaces at the Building ("**Base Parking**"). Additionally, Tenant currently licenses from Landlord on a Month to Month separate agreement ("**Parking Agreement**") an additional 20 spaces at 11919 Foundation Place ("**Building E**") and an additional 15 spaces at 12009 Foundation Place ("**Building B**") in the same park.

- a. Landlord shall not lease Suite 180 in the Building to any third party for the entire Extended Term of the Lease and-if Tenant exercises the option to renew set forth in Section 6 of this Sixth Amendment (the "Option Term")—for the Option Term. Tenant shall have no right to occupy or use Suite 180 without a separate written agreement with Landlord. However, Tenant shall have the guaranteed use of 23 parking spaces allocated to Suite 180 during the entire Extended Term and for the Option Term at no charge. The use of those same parking spaces shall commence immediately upon full execution of this Sixth Amendment and continue through the end of the Extended Term.
  - b. In addition to the Base Parking and the Suite 180 parking set forth herein, Landlord agrees to lease up to 52 additional parking spaces on a month-to-month basis at \$25.00 per space per month ("**Supplemental Parking**"). The specific number of Supplemental Parking spaces leased by Tenant shall be at Tenant's discretion. The specific location of the Supplemental Parking spaces shall be at Landlord's discretion at either Building B or Building E.
  - c. The Suite 180 parking and the Supplemental Parking will both be provided on the date set forth in the first paragraph of this Sixth Amendment. A total of up to 234 spaces will be provided to Tenant as set forth above.
6. **Option(s) to Renew.** Tenant shall retain one, three (3) year option to renew the Lease at the end of the Extended Term under the same terms and conditions as set forth in Section 40(d) of the Lease.
  7. **Capitalized Terms.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease and its amendments.
  8. **Defenses.** There are no existing defenses which Tenant has against the enforcement of the Lease by Landlord, and no offsets or credits against any amounts owned by Tenant pursuant to the Lease.
  9. **Inconsistencies.** This Sixth Amendment is intended to modify the Lease and shall be deemed to amend any language in the Lease or its amendments which is contrary to the provisions set forth herein. Any covenant or provision of the Lease which is not inconsistent with this Sixth Amendment shall remain in full force and effect.
  10. **Counterparts.** This Sixth Amendment may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. A facsimile signature on this Sixth Amendment shall be binding as an original.
  11. **Assignment.** Tenant has not made any prior assignment, hypothecation or pledge of the Lease or the rents due thereunder.

*[remainder of page intentionally left blank; signatures appear on following page]*

IN WITNESS WHEREOF, this Sixth Amendment is executed the day and year first written above.

**LANDLORD:**

**CARLSEN INVESTMENTS, LLC,**  
**a California limited liability company**

By: /s/ James R. Carlsen  
Name: James R. Carlsen  
Its: Managing Member

**TENANT:**

**EHEALTHINSURANCE SERVICES, INC.,**  
**a Delaware corporation**

By: /s/ Stuart Huizinga  
Name: Stuart Huizinga  
Its: CFO