

---

---

**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, 2016**

---

**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))
- 
-

**Item 1.01. Entry into a Material Definitive Agreement.**

On August 17, 2016, eHealth, Inc., (the “Company”) via its wholly-owned subsidiary, eHealthInsurance Services, Inc. entered into a Ninth Amendment to Lease and Acknowledgment to Standard Lease Agreement (Office) (the “Lease Amendment”) with Carlsen Investments, LLC (“Landlord”) to amend the Standard Lease Agreement (Office) dated as of June 10, 2004, as amended (the “Lease”) relating to the Company’s office space in Gold River, California. The Lease Amendment provides for the extension of the Lease for two years, beginning January 1, 2019 to December 31, 2020 (the “Extended Term”). In addition, the Company has an option to extend the Lease one time for a three year term at the end of the Extended Term. The monthly base rent for the Lease shall be as follows:

Dates	Monthly Base Rent Per Square Foot		Monthly Base Rent	
July 21, 2016 to December 31, 2016	\$	1.97	\$	88,133
January 1, 2017 to December 31, 2017	\$	2.02	\$	90,371
January 1, 2018 to December 31, 2018	\$	2.07	\$	92,607
January 1, 2019 to December 31, 2019	\$	2.12	\$	94,845
January 1, 2020 to December 31, 2020	\$	2.17	\$	97,081

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 10.1.

**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 No.</u>	<u>Description</u>
10.1	Ninth Amendment to Lease and Acknowledgment to Standard Lease Agreement (Office) dated August 17, 2016

**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.

Date: August 22, 2016

/s/ Scott N. Flanders

---

Scott N. Flanders  
*Chief Executive Officer*

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

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

This Ninth Amendment to Standard Lease Agreement (Office) ("**Ninth Amendment**") is entered into this 16<sup>th</sup> day of August, 2016, 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 eHealth-Insurance Services, Inc., a Delaware corporation ("**Tenant**").

**RECITALS:**

WHEREAS, Tenant and Landlord's predecessor in interest entered into that certain Lease and Acknowledgment to Standard Lease Agreement dated June 10, 2004 ("**Original Lease**") for the premises located at 11919 Foundation Place, Gold River, California ("**Building E**") as more particularly described in the Lease ("**Premises**") which currently consists of 44,738 square feet in Building E. The Original Lease as amended is referred to herein as the "**Lease**". Landlord's predecessor in interest assigned its interest in the Lease to Landlord.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Lease Expiration Date and Extension of Term.** The current term of the Lease, is currently scheduled to expire on December 31, 2018 ("**Current Term**"). The Term of the Lease is hereby extended for two (2) years, to begin on January 1, 2019 and to expire on December 31, 2020. ("**Extended Term**").
2. **Monthly Base Rent.**
  - a. The Base Rent for the Current Term shall remain as shown below and as set forth in the Eighth Amendment to the Lease:

Date	Monthly Base Rent	Base Rent Per Rentable Square Foot Per Month
7/21/16 to 12/31/16	\$88,133.00	\$1.97
1/1/17 to 12/31/17	\$90,371.00	\$2.02
1/1/18 to 12/31/18	\$92,607.00	\$2.07

b. The Base Rent during the Extended Term shall be as follows:

Dates	Monthly Base Rent	Base Rent Per Rentable Square Foot Per Month
1/1/19 to 12/31/19	\$94,845.00	\$2.12
1/1/20 to 12/31/20	\$97,081.00	\$2.17

3. **Base Year.** Effective as of the first day of the Extended Term, the "Base Year" as defined in the Lease shall mean the calendar year 2019.

4. **Parking.** During the Extended Term, Tenant shall have access to parking spaces as follows:

4 parking spaces per 1,000 square feet of the Premises (for a total of 179 spaces) provided on-site at Building E in designated spaces at no additional charge; and

4 parking spaces per 1,000 square feet of the Premises (for a total of 179 spaces) provided off-site at Tributary Point at no additional charge.

The combined parking spaces at Building E and Tributary Point total 358 spaces, to be provided at no additional charge.

5. **No Additional Work/Allowance/As-Is.** Landlord shall provide no improvements or allowance in connection with the Extended Term. Tenant is currently in occupancy at the Premises, and as such, accepts the Premises in an "As Is" and "Where Is" physical condition and in an "As Is" state of repair, with all faults including, without limitation, latent defects and other matters not detected in Tenant's inspections, without recourse to Landlord, and except as provided herein, Tenant waives, and Landlord disclaims, all warranties of any type or kind whatsoever with respect to the Premises, whether express or implied, including, by way of description but not limitation, those of quality, merchantability or fitness for a particular purpose and use, including, without limitation, Tenant's intended uses or purposes.

6. **Brokerage.** Tenant and Landlord each represent and warrant that they have not been represented by any broker or agent in connection with the negotiation or execution of this Ninth Amendment, except for Avison Young ("Broker") who represented both Landlord and Tenant. Landlord shall pay a commission to Broker pursuant to a separate written agreement. Tenant shall have no obligation to pay any commission in connection with this Ninth Amendment. Tenant shall indemnify and hold harmless Landlord from and against all claims (including costs of defending against and investigating such claims) of any broker, agent or similar party (other than Broker) claiming by, through or under Tenant in connection with this Ninth Amendment. Landlord shall indemnify and hold harmless Tenant from and against all claims (including costs of defending against and investigating such claims) of any broker, agent or similar party (including but not limited

to Broker) claiming by, through or under Landlord in connection with this Ninth Amendment.


7. **Option(s) to Renew.** Tenant is hereby granted an option to extend the Lease one time for a three (3) year term at the end of the Extended Term under the same terms and conditions as set forth in Section 40(d) of the Lease, i.e. Base Rent at 95% of fair market value. However, during the extended term the allotted Parking provided to the Tenant will be on a ratio of 4/ 1000 rentable square feet of space leased at the time of the renewal of the Lease with all parking to be located on site at Building E. Landlord shall have no obligation to provide additional parking.
8. **Right of First Refusal.** The Tenant will maintain its ongoing right of first refusal, on the terms and conditions as set forth in the Lease, to have the right to lease any space that becomes available in the Building.
9. **Capitalized Terms.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease and its amendments.
10. **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.
11. **Inconsistencies.** This Ninth 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 Ninth Amendment shall remain in full force and effect.
12. **Counterparts.** This Ninth 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 Ninth 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.

Rest of this page is intentionally left blank. Signatures are on the next page.

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

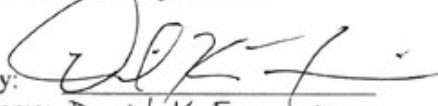
**LANDLORD:**

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

By:   
James R. Carlsen  
Managing Member

**TENANT:**

**eHEALTH INSURANCE SERVICES, INC.,**  
**a Delaware corporation**

By:   
Name: David K. Francis  
Its: SVP & CFO  
Date: 8/17/16

