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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**

**Date of Report (date of earliest event reported): September 16, 2014**

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**EHEALTH, INC.**

(Exact Name of Registrant as Specified in its Charter)

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**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)

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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.**

### ***Xiamen Lease Renewal***

On September 16, 2014, eHealth China (Xiamen) Technology Co., Ltd. (“eHealth China”), a wholly-owned indirect subsidiary of eHealth, Inc. (the “Company”), entered into a supplemental agreement (the “9F-10F Supplemental Agreement”) with an effective date of September 1, 2014 with Xiamen Software Industry Investment & Development Co., Ltd. (the “Landlord”) to amend the Office Lease Contract dated as of March 31, 2006, as amended (the “March 2006 Office Lease”). The 9F-10F Supplemental Agreement amends the March 2006 Office Lease to, among other things, extend the term of eHealth China’s lease of approximately 3,666.43 square meters of office space on floors 9FA, 9FB and 10F in Chuangxin Building in the Software Park in Xiamen, China (the “Xiamen Premises”) such that the lease expires on August 30, 2015. Under the terms of the 9F-10F Supplemental Agreement, the monthly base rent was increased to RMB 194,321 per month (RMB 53 per square meter per month) and the security deposit under the lease was increased to RMB 595,206 accordingly.

On September 16, 2014, eHealth China also entered into a supplemental agreement (the “8F Supplemental Agreement”) with an effective date of September 15, 2014 with the Landlord to amend the Office Lease Contract dated as of September 23, 2009, as amended (the “September 2009 Office Lease”). The 8F Supplemental Agreement amends the September 2009 Office Lease to, among other things, extend the term of eHealth China’s lease of approximately 1,250.89 square meters of office space on floor 8F in the Xiamen Premises such that the lease expires on September 14, 2015. Under the terms of the 8F Supplemental Agreement, the monthly base rent was increased to RMB 66,297 per month (RMB 53 per square meter per month) and the security deposit under the lease was increased to RMB 198,891 accordingly.

The foregoing description of the terms of the Supplemental Agreements do not purport to be complete and is qualified in its entirety by reference to the full text of the 9F-10F Supplemental Agreement, the translated version is attached hereto as Exhibit 10.1 and the 8F Supplemental Agreement, the translated version is attached hereto as Exhibit 10.2

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

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
10.1	Supplemental Agreement, effective as of September 1, 2014, between eHealth China (Xiamen) Technology Co., Ltd. and Xiamen Software Industry Investment & Development Co., Ltd.
10.2	Supplemental Agreement, effective as of September 15, 2014, between eHealth China (Xiamen) Technology Co., Ltd. and Xiamen Software Industry Investment & Development Co., Ltd.

**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.

/s/ Stuart M. Huizinga

Stuart M. Huizinga  
*Chief Financial Officer*  
*(Principal Financial and Accounting Officer)*

Date: September 19, 2014

## EXHIBIT INDEX

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
10.1	Supplemental Agreement, effective as of September 1, 2014, between eHealth China (Xiamen) Technology Co., Ltd. and Xiamen Software Industry Investment & Development Co., Ltd.
10.2	Supplemental Agreement, effective as of September 15, 2014, between eHealth China (Xiamen) Technology Co., Ltd. and Xiamen Software Industry Investment & Development Co., Ltd.

## Supplemental Agreement

### **Lessor: Xiamen Software Industry Investment & Development Co., Ltd (Hereinafter Party A)**

Legal Address:	1F Area A, Huaxun Building, Xiamen Software Park		
Zip Code:	361005	Tel:	3929999      Fax:      3929888
Legal Representative:		Title:	Chairman of the Board
	Torch Sub-branch of China		[Account Number]
Bank Account:	Merchants Bank	Account No:	

### **Renter: eHealth China (Xiamen) Technology Co., Ltd (Hereinafter Party B)**

Legal Address:	9F, Area A, Chuangxin Building, Xiamen Software Park		
Zip Code:	361005	Tel:	0592-2517000      Fax:      0592-2517111
Legal Representative:	Gary Lauer	Title:	Chairman
Bank Account:		Account No:	

After friendly negotiation, Party A and Party B have reached an agreement regarding Party B's renting of office spaces on 9F Area A, 9F Area B and 10F Area B (Area: 3666.43 square meters) in Chuangxin Building at Software Park located at Xiamen Torch Hi-tech zone as follows:

#### **Item I. Amendments**

- This agreement is an amendment to the Office Lease Contract executed on March 31, 2006 (and all appendices that both parties have been involved, including all renewal agreements and the Agreement of Assignment and Transfer) (collectively referred hereinafter as the "Original Contract") and shall supplement the Original Contract.
- Effective September 1, 2014, Item 4 of the Original Contract shall be changed to the following: "The standard rental price for the space provided by Party A will be RMB 53 per square meters per month." Item 5 of the Original Contract shall be changed so that the total rent will be RMB 194,321 per month. Item 6 of the Original Contract regarding the amount of deposit shall be changed to RMB 595,206. All other terms in the Original Contract shall remain unchanged.
- If Party A decides not to continue the lease with Party B, it needs to provide written notice to Party B 120 days in advance so that Party B will have sufficient time to search for appropriate office space. If Party B decides not to continue the lease with Party A, it also needs to provide 120 advance written notice to Party A.
- The term of this agreement is one year. If there will be an adjustment to the standard rental rate for the next lease renewal, Party A should notify Party B 120 days in advance.
- Any conflicts between this agreement and the Original Contract, this agreement shall prevail. At the end of the term of this agreement, unless either party notifies the other party 120 days in advance that there will be changes to the agreement, this agreement shall automatically renew for additional one-year periods.
- General management service fee, public maintenance fee and central air conditioning fee shall remain unchanged from the fees stated in the renewal agreement dated April 12, 2012. As such, general management

service fee shall be RMB 3.35 per square meter per month, or RMB 37,621 per quarter; public maintenance fee shall be RMB 0.65 per square meter per month, or RMB 7,300 per quarter; central air conditioning fee shall be RMB 12 per square meter per month, or RMB 40,429 per month (such central air conditioning fee shall be calculated based on the Original Contract's chargeable area of 3,369.09 square meters). All other terms in the Original Contract shall remain unchanged.

**Item II. Effective Date**

This agreement shall be effective on the date the authorized representatives of both Party A and Party B have signed this agreement and applied the company's stamp.

**Item III. Copies**

There are two copies of this agreement, each party holds one copy, and each copy bears equal legal validity.

(Below contains no formal contractual provisions.)

Party A: Xiamen Software Industry Investment and Development Co., Ltd

Authorized Representative: /s/ WANG Hua

Date: September 16, 2014

Party B: eHealth China (Xiamen) Technology Co., Ltd

Authorized Representative: /s/ Jiang WU

Date: September 16, 2014

## Supplemental Agreement

### Lessor: Xiamen Software Industry Investment & Development Co., Ltd (Hereinafter Party A)

Legal Address:	1F Area A, Huaxun Building, Xiamen Software Park		
Zip Code:	361005	Tel:	3929999      Fax:      3929888
Legal Representative:		Title:	Chairman of the Board
Bank Account:	Torch Sub-branch of China Merchants Bank	Account No:	[Account Number]

### Renter: eHealth China (Xiamen) Technology Co., Ltd (Hereinafter Party B)

Legal Address:	9F, Area A, Chuangxin Building, Xiamen Software Park		
Zip Code:	961005	Tel:	0592-2517000      Fax:      0592-2517111
Legal Representative:	Gary Lauer	Title:	Chairman
Bank Account:		Account No:	

After friendly negotiation, Party A and Party B have reached an agreement regarding Party B's renting of office spaces on 8F, Area B (Area: 1250.89 square meters) in Chuangxin Building at Software Park located at Xiamen Torch Hi-tech zone as follows:

#### Item I. Amendments

1. This agreement is an amendment to the Office Lease Contract executed on September 23, 2009 (and all appendices that both parties have been involved, including all renewal agreements and the Agreement of Assignment and Transfer) (collectively referred hereinafter as the "Original Contract") and shall supplement the Original Contract.
2. Effective September 15, 2014, Item 4 of the Original Contract shall be changed to the following: "The standard rental price for the space provided by Party A will be RMB 53 square meters per month." Item 5 of the Original Contract shall be changed so that the total rent will be RMB 66,297 per month. Item 6 of the Original Contract regarding the amount of deposit shall be changed to RMB 198,891. All other terms in the Original Contract shall remain unchanged.
3. If Party A decides not to continue the lease with Party B, it needs to provide written notice to Party B 120 days in advance so that Party B will have sufficient time to search for appropriate office space. If Party B decides not to continue the lease with Party A, it also needs to provide 120 advance written notice to Party A.
4. The term of this agreement is one year. If there will be an adjustment to the standard rental rate for the next lease renewal, Party A should notify Party B 120 days in advance.
5. Any conflicts between this agreement and the Original Contract, this agreement shall prevail. At the end of the term of this agreement, unless either party notifies the other party 120 days in advance that there will be changes to the agreement, this agreement shall automatically renew for additional one-year periods.

6. General management service fee, public maintenance fee and central air conditioning fee shall remain unchanged from the fees stated in the renewal agreement dated September 14, 2012. As such, general management service fee shall be RMB 3.35 per square meter per month, or RMB 12,571 per quarter; public maintenance fee shall be RMB 0.65 per square meter per month, or RMB 2,439 per quarter; central air conditioning fee shall be RMB 12 per square meter per month, or RMB 13,510 per month (such fee calculated based on the Original Contract's chargeable area of 1,125.80 square meters). All other terms in the Original Contract shall remain unchanged.

## **Item II. Effective Date**

This agreement shall be effective on the date the authorized representatives of both Party A and Party B have signed this agreement and applied the company's stamp.

## **Item III. Copies**

There are two copies of this agreement, each party holds one copy, and each copy bears equal legal validity.

(Below contains no formal contractual provisions.)

Party A: Xiamen Software Industry Investment and Development Co., Ltd

Authorized Representative: /s/ WANG Hua

Date: September 16, 2014

Party B: eHealth China (Xiamen) Technology Co., Ltd

Authorized Representative: /s/ Jiang WU

Date: September 16, 2014