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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) May 21, 2009

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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)

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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.*****Mountain View Lease Amendment***

On May 15, 2009, eHealthInsurance Services, Inc., a wholly-owned subsidiary of eHealth, Inc. (the “Company”), entered into a First Amendment to Lease Agreement (the “Lease Amendment”) 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, 2010. Under the terms of the Lease Amendment, the monthly base rent for the Mountain View Premises for the period from August 27, 2009 through August 31, 2010 is \$31,045 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 10.14.1.

***Xiamen Lease Amendment***

On May 19, 2009, eHealth China (Xiamen) Technology Co., Ltd., a wholly-owned indirect subsidiary of the Company (“eHealth China”), entered into Appendix 5 to Office Lease Contract (“Appendix 5”) with Xiamen Torch Hi-tech Industrial Development Zone Finance Services Center and Xiamen Software Industry Investment & Development Co., Ltd. to amend the Office Lease Contract entered into among the parties dated as of March 31, 2006, as amended. Appendix 5 extends the term of eHealth China’s lease of approximately 3,333 square meters of office space in Xiamen, China (the “Xiamen Premises”) such that the lease expires March 31, 2012. Under the terms of Appendix 5, the monthly base rent for the Xiamen Premises is the following:

Through March 31, 2010	RMB 95,327.18 (RMB 26.00 per square meter) per month
April 1, 2010 to March 31, 2011	RMB 102,660.04 (RMB 28.00 per square meter) per month
April 1, 2011 to March 31, 2012	RMB 109,992.90 (RMB 30.00 per square meter) per month

The foregoing description of the terms of Appendix 5 does not purport to be complete and is qualified in its entirety by reference to the full text of Appendix 5, a copy of which is attached hereto as Exhibit 10.16.4.

**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>
10.14.1	First Amendment to Lease Agreement, effective as of May 15, 2009, between eHealthInsurance Services, Inc. and Brian Avery, Trustee of the 1983 Avery Investments Trust.
10.16.4	Appendix 5 to Office Lease Contract, dated May 19, 2009, among Xiamen Torch Hi-tech Industrial Development Zone Finance Services Center, Xiamen Software Industry Investment & Development Co., Ltd. and eHealth China (Xiamen) Technology Co., Ltd.

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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: May 21, 2009

## EXHIBIT INDEX

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10.16.4	Appendix 5 to Office Lease Contract, dated May 19, 2009, among Xiamen Torch Hi-tech Industrial Development Zone Finance Services Center, Xiamen Software Industry Investment & Development Co., Ltd. and eHealth China (Xiamen) Technology Co., Ltd.

**FIRST AMENDMENT LEASE AGREEMENT**

This First Amendment to Lease Agreement ("Amendment") is entered into as of May 15, 2009 (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 hereby, 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.

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 months (12) months and five (5) days beyond the current Expiration Date, which is hereby amended to be August 31, 2010.

3. Base Rent. Section 3.1 of the Original Lease is hereby amended to provide that Monthly Base Rent for the period from August 27, 2009, through August 31, 2010, shall be payable in the amount of Thirty one thousand, forty five dollars (\$31,045) 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.

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/ Stuart Huizinga

Its: CFO

**Appendix 5**

Xiamen Software Industry Investment & Development Co., Ltd.  
(Xiamen Software Park Chuangxin Building)

**Appendix 5 to Office Lease Contract**

Part A: Xiamen Torch Hi-tech Industrial Development Zone Finance Services Center

Part B: Xiamen Software Industry Investment & Development Co., Ltd.

Part C: eHealth China (Xiamen) Technology Co., Ltd.

All three parties agree to following items based on friendly negotiation:

1. This agreement is Appendix 5 to the Office Lease Contract signed by Party A, Party B and Party C on March 31<sup>st</sup>, 2006 and all amendments thereto, including Appendix 1 to Appendix 4 (the “Office Lease Contract”), and shall be a supplement to the Office Lease Contract.

2. ITEM 4 of the Office Lease Contract shall be changed to the following: “The standard rental will be RMB 26.00/m<sup>2</sup> per month until March 31<sup>st</sup>, 2010. From April 1<sup>st</sup>, 2010 to March 31<sup>st</sup>, 2011, the standard rental will be changed to RMB 28.00/ m<sup>2</sup> per month. From April 1<sup>st</sup>, 2011 to March 31<sup>st</sup>, 2012, the standard rental will be changed to RMB 30.00/ m<sup>2</sup> per month.”

3. ITEM 5 of the Office Lease Contract shall be changed to the following: “The total rental fee for Areas 9F-A, 9F-B and 10F-B of Chuangxin Building, Xiamen Software Park will be RMB 95327.18 per month until March 31<sup>st</sup>, 2010. From April 1<sup>st</sup>, 2010 to March 31<sup>st</sup>, 2011, the total rental fee will be changed to RMB 102660.04 per month. From April 1<sup>st</sup>, 2011 to March 31<sup>st</sup>, 2012, the total rental fee will be changed to RMB 109992.90 per month.”

4. ITEM 18 of the Office Lease Contract shall be changed to the following: “Unless PARTY C substantially breaches the contract and such breach is not cured within thirty (30) calendar days written notice by PARTY A to PARTY C, PARTY A shall not unilaterally terminate the contract during the Initial Term (as defined below) and renewal terms. The term of the contract is one year, effective from April 1<sup>st</sup>, 2006 to March 31<sup>st</sup>, 2007 (the “Initial Term”). PARTY A shall grant PARTY C a rent-free remodeling period of two months (April 1<sup>st</sup>, 2006 to May 31<sup>st</sup>, 2006). Rental is going to be charged commencing from June 1<sup>st</sup>, 2006. After the completion of the Initial Term, this Agreement shall automatically renew for additional one-year periods on condition that no dissent arises between the two parties. The Initial Term and the renewal terms shall not exceed six years all together. In the event that PARTY C terminates the contract in good faith prior to the expiration of the contract, PARTY C shall notify PARTY A, in writing, three months prior to such termination. Additionally, either party may terminate this contract upon thirty (30) calendar days’ written notice of a material breach by the other party, provided such breach is not cured within such thirty (30) days period.”

**Agreement No.: 2009-020**

5. This Appendix shall take effect on April 1<sup>st</sup>, 2009. Except for the above revised terms, the other terms of the Office Lease Contract will be remained unchanged.

**PARTY A**

Xiamen Torch Hi-tech Industrial Development Zone Finance Services Center

Seal:

Representative: /s/ Chen, Liying

**PARTY B**

Xiamen Software Industry Investment & Development Co., Ltd

Seal:

Representative: /s/ Hu, Yicong

**PARTY C**

eHealth China (Xiamen) Technology Co., Ltd.

Seal:

Representative: /s/ Sheldon X. Wang

Date: May 19, 2009