
**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): May 14, 2013

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.***Xiamen Lease Renewal***

On May 14, 2013, eHealth China (Xiamen) Technology Co., Ltd. (“eHealth China”), a wholly-owned indirect subsidiary of eHealth, Inc. (the “Company”), entered into a supplemental agreement (the “Supplemental Agreement”) with an effective date of April 1, 2013 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 “Office Lease”). The Landlord was one of the original three parties to the Office Lease and assumed the rights and obligations of another party under the Office Lease. The Supplemental Agreement amends the Office Lease to, among other things, extend the term of eHealth China’s lease of approximately 3,666.43 square meters of office space in Xiamen, China (the “Xiamen Premises”) such that the lease expires on April 1, 2014. Under the terms of the Supplemental Agreement, the monthly base rent for the Xiamen Premises is RMB 172,322 per month (RMB 47 per square meter per month) and the security deposit under the lease was increased to RMB 527,823 accordingly.

The foregoing description of the terms of the Supplemental Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Supplemental Agreement attached hereto as Exhibit 10.16.7.

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>
10.16.7	Supplemental Agreement, effective as of April 1, 2013, 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.

Date: May 15, 2013

/s/ Stuart M. Huizinga

Stuart M. Huizinga

Chief Financial Officer

(Principal Financial and Accounting Officer)

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.16.7	Supplemental Agreement, effective as of April 1, 2013, 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-C Area A, Huaxun Building, Xiamen Software Park		
Zip Code:	361005	Tel:	3929999
		Fax:	3929888
Legal Representative:		Title:	Chairman of the Board
Bank Account:	Lianhua Sub-branch of Agricultural Bank of China	Account No:	[Account Number]

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

Legal Address:		
Zip Code:	Tel:	Fax:
Legal Representative:	Title:	
Bank Account:	Account No:	

After friendly negotiation, Party A and Party B have reached an agreement regarding Party B's renting of office spaces in Chuangxin Building at Xiamen Software Park as follows:

Item I Amendments

1. This agreement is an appendix 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 to hereinafter as the "Original Contract") and shall supplement the Original Contract.
2. ITEM 4 of the Original Contract shall be changed to the following: "The standard rental for the space provided by Party A will be RMB 47/m² per month."
3. ITEM 5 of the Original Contract shall be changed to the following: "The size of Areas 9F-A, 9F-B (975.01 m²) and 10F-B of Chuangxin Building, Xiamen Software Park leased by the renter party is 3666.43 m² and the total rent will be RMB 172, 322 per month."
4. ITEM 6 of the Original Contract regarding the amount of deposit shall be changed to "RMB527, 823", while other provisions of this Item will remain unchanged.
5. If Party A decides not to continue the lease with Party B, it needs to notify Party B 180 days in advance so that Party B will have sufficient time to search for appropriate office space.

6. The term of this agreement is one year. If there will be adjustment to the standard rental rate for the next lease renewal, Party A should notify Party B 180 days in advance.

7. If the parties are in negotiation of a new lease agreement after the expiration of the lease, the monthly leasing terms and conditions shall be based on this Supplemental Agreement until a new lease is entered into between the parties.

8. Any conflicts arise from 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 180 days in advance that there will be changes to the agreement, this agreement shall automatically renew for additional one-year periods.

Item II. Effective Date

This agreement shall be effective from April 1, 2013. Except for the above revised terms, the other terms of the Original Contract will remain unchanged.

Item III. Copies

There are two copies of this agreement, each party holds one copy, and each copies 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: May 9, 2013

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

Authorized Representative: /s/ Jiang WU

Date: May 14, 2013