
**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): December 11, 2025

CeriBell, Inc.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-42364
(Commission File Number)

47-1785452
(IRS Employer
Identification No.)

**360 N. Pastoria Avenue
Sunnyvale, California**
(Address of Principal Executive Offices)

94085
(Zip Code)

Registrant's Telephone Number, Including Area Code: 800 436-0826

(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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, \$0.001 par value per share	CBLL	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On December 11, 2025, Ceribell, Inc. (the “Company”) and George Yagmourian and Josefa Yagmourian, Trustees of the Yagmourian 1984 Living Trust (the “625 Lessor”), entered into the Second Amendment, effective December 4, 2025 (the “625 Amendment”), to the Standard Industrial/Commercial Multi-Tenant Lease dated May 17, 2024 (the “Original 625 Lease,” and as amended, the “625 Lease”). The 625 Lease covers approximately 11,607 square feet of office space located at 625 N. Pastoria Ave., Sunnyvale, CA 94085. Pursuant to the 625 Amendment, the Company and the 625 Lessor agreed to extend the term of the 625 Lease through January 31, 2028, with a monthly rent of \$34,821.00.

On December 11, 2025, the Company and WTA Pastoria II LLC (the “360 Lessor”) entered into the First Amendment, effective December 8, 2025 (the “360 Amendment”), to the Lease dated July 13, 2021 (the “Original 360 Lease,” and as amended, the “360 Lease”). The 360 Lease covers approximately 15,600 square feet of office space located at 360 N. Pastoria Ave., Sunnyvale, CA 94085. Pursuant to the 360 Amendment, the Company and the 360 Lessor agreed to extend the term of the 360 Lease through January 31, 2028, with a monthly rent of \$74,147.00.

The foregoing descriptions of the 625 Amendment and the 360 Amendment do not purport to be complete and are qualified in their entirety by reference to the full texts of the 625 Amendment and the 360 Amendment, which are filed as Exhibit 10.1 and Exhibit 10.2, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
10.1	Second Amendment to Standard Industrial/Commercial Multi-Tenant Lease, effective December 4, 2025, by and between CeriBell, Inc. and George Yagmourian and Josefa Yagmourian, Trustees of the Yagmourian 1984 Living Trust.
10.2	First Amendment to Lease, effective December 8, 2025, by and between CeriBell, Inc. and WTA Pastoria II LLC.
104	Cover Page Interactive Data File, formatted in Inline XBRL.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CERIBELL, INC.

Date: December 12, 2025

By: /s/ Scott Blumberg
Scott Blumberg
Chief Financial Officer

Certain identified information contained in this document, marked by [***], has been omitted from the exhibit pursuant to Item 601(b)(10) (iv) of Regulation S-K because it is both (i) not material and (ii) the type of information that the registrant treats as private or confidential.

SECOND AMENDMENT TO STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - NET

This Commercial Lease Extension Agreement (the “**Agreement**”) is made and entered into effective as of the 4th day of December 2025, by and between (“**LESSOR**”): George Yagmourian and Josefa Yagmourian, Trustees of the Yagmourian 1984 Living Trust dated October 10, 1984, with an address at 906 Barstow Ct., Sunnyvale, CA 94085 and (“**LESSEE**”): Ceribell, Inc., with an address at 625 N. Pastoria Ave., Sunnyvale, CA 94085.

1. RECITALS

- A. LESSOR AND LESSEE are parties to a certain Commercial/Industrial Lease Agreement (the “**Original Lease**”) dated May 17, 2024, concerning the real property commonly known as 625 N. Pastoria Ave., Sunnyvale, California 94085, in the County of Santa Clara, State of California.
- B. The Original Lease term is set to expire on 1/31/27.
- C. Lessor and Lessee mutually desire to extend the term of the Original Lease upon the terms and conditions set forth herein.

2. EXTENSION OF TERM

The term of the Original Lease was set to expire on 01/31/2027. The Parties hereby agree to extend the lease for an additional period of one (1) year, commencing on 02/01/2027 and expiring 01/31/2028.

During the Extended Term, the Annual Base Rent payable by LESSEE to LESSOR shall be as follows:

<u>Months</u>	<u>Square Feet</u>	<u>Rent PSF</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
02/01/27 - 01/31/28	11,607	\$3.00	\$34,821.00	\$417,852.00

All payments shall be made in accordance with the terms and provisions of the Original Lease. Including Lessee's obligation to make NNN/Common Area payments.

3. AFFIRMATION AND CONTINUATION

Except as expressly and specifically modified by the provisions of this Agreement, all terms, covenants, conditions, provisions, and agreements of the Original Lease are hereby ratified.

4. REAL ESTATE BROKERS

1.10 Real Estate Brokers.

(a) **Representation:** Each Party acknowledges having previously received a Disclosure Regarding Real Estate Agency Relationship, and confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("**Agent(s)**"):

Lessor's Broker Cushman & Wakefield U.S., Inc. / Lalond Brokerage, License No.

01880493 / 00978129, is the broker of (check one): ☒ the Lessor; or ___ both the Lessee and Lessor (dual agent).

Lessor's Agent Scott Kinder / Stephen LaLond License No. 00775111 / 00522814 is (check one): ☒ the Lessor's Agent (salesperson or broker associate); or ___ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Broker CBRE, License No. 00409987, is the broker of (check one): ☒ the Lessee; or ___ both the Lessee and Lessor (dual agent).

Lessee's Agent Payam Tabar, License No. 01759029, is (check one): ☒ the Lessee's Agent (salesperson or broker associate); or ___ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Agreement by both Parties, Lessor shall pay to the Brokers the brokerage fee of \$[***]. The procuring brokers shall receive \$[***] and the balance of \$[***] shall be remitted to the ~~Lessee's~~ Lessor's agents. It is understood and agreed by the parties hereto that one half of the commission shall be due and payable upon execution of this Agreement and the balance of the commission shall be due and payable within 30 days from and after the commencement of the extension period, which is February 1, 2027.

Executed at: 906 Barstow Ct., Sunnyvale CA, 94085 Executed at: 360 N. Pastoria Ave., Sunnyvale, CA 94085

LESSOR:

George Yagmourian and Josefa Yagmourian,
Trustees of the Yagmourian 1984 Living
Trust dated October 10, 1984

By: /s/ George Yagmourian
Name Printed: George Yagmourian
Title: Owner
Phone: [***]
Fax: N/A
Email: [***]

By: /s/ Josefa Yagmourian
Name Printed: Josefa Yagmourian
Title: Owner
Phone: [***]
Fax: N/A
Email: [***]

Address: [***]
Federal ID No.: _____

LESSEE:

Ceribell, Inc.

By: /s/ Daniel Rogy
Name Printed: Daniel Rogy
Title: SVP Operations
Phone: [***]
Fax: N/A
Email: [***]

By: /s/ Scott Blumberg
Name Printed: Scott Blumberg
Title: CFO
Phone: _____
Fax: _____
Email: _____

Address: 360 N. Pastoria Ave, Sunnyvale, CA 94085
Federal ID No.: _____

BROKER:

Cushman & Wakefield U.S., Inc. and Lalond
Brokerage

Attn: Scott Kinder / Stephen LaLond
Title: Executive Managing Director /
President

Address: ***

Phone: ***
Fax:
Email: ***

Federal ID No.: _____
Broker DRE License #: 01880493 / 00978129
Agent DRE License #: 00775111 / 00522814

BROKER:

CBRE

Attn: Payam Tabar
Title: Executive Vice President

Address: ***

Phone: ***
Fax:
Email: ***

Federal ID No.: _____
Broker DRE License #: 00409987
Agent DRE License #: 01759029

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the “Amendment”) is made and entered into effective as of the 8th day of December 2025 by and between WTA Pastoria II LLC, a California limited liability company (“Landlord”) and Ceribell, Inc., a Delaware corporation (“Tenant”).

RECITALS

This Amendment is made with respect to the following facts:

- A. Landlord and Tenant are parties to that certain Lease dated July 13, 2021 (the “Lease”), whereby Landlord has leased to Tenant and Tenant has leased from Landlord 360 North Pastoria Avenue, Sunnyvale, California, 94085 as more particularly described in the Lease (the “Premises”).
- B. Landlord and Tenant desire to extend the term of the Lease through January 31, 2028.

AGREEMENT

NOW THEREFORE, in consideration of the Lease and the promises and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged by Landlord and Tenant, Landlord and Tenant hereby agree as follows:

1. Extension of Lease Term. Landlord and Tenant agree to extend the Term of the Lease through January 31, 2028.
2. Monthly Base Rent. Monthly rent for the extended term shall be \$74,147.00.

Except as modified herein, all other terms and conditions of the Lease remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Lease Agreement as of the day and year first written above.

LANDLORD:
WTA PASTORIA II LLC,
a California limited liability company

By: /s/ Michelle Dillabough
Michelle Dillabough, Co-Trustee
Managing Member

TENANT:
CERIBELL, INC.,
a Delaware corporation

By: /s/ Daniel Rogy
Name: Daniel Rogy
Title: SVP Operations
