
**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): November 11, 2022

DERMTECH, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38118
(Commission
File Number)

84-2870849
(IRS Employer
Identification No.)

**11099 N. Torrey Pines Road, Suite 100
La Jolla, CA 92037**
(Address of Principal Executive Offices and Zip Code)

Registrant's telephone number, including area code (858) 450-4222

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, par value \$0.0001 per share	DMTK	Nasdaq

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.

As previously disclosed, on July 1, 2021, DermTech, Inc., or the Company, entered into an Office Lease, or the Original Lease Agreement, dated July 1, 2021, with Kilroy Realty, L.P., or the Landlord, with respect to an aggregate of 95,997 rentable square feet, consisting of the entire building located at 12340 El Camino Real, San Diego, California 92130, or the Building. The Original Lease Agreement was subsequently amended by the First Amendment to Office Lease and the Second Amendment to Office Lease, each dated April 22, 2022.

Pursuant to the Original Lease Agreement, tenants of the “Del Mar Corporate Centre II” office project, or the Project, which consists of the Building and the adjacent office building located at 12390 El Camino Real, San Diego, California 92130, or the Adjacent Building, have access to a fitness center, or the Fitness Center, located at the Adjacent Building.

On November 11, 2022, the Company entered into a Third Amendment to Office Lease, or the Third Amendment, dated effective as of October 7, 2022, with the Landlord. Pursuant to the Third Amendment, the Company and the Landlord agreed that beginning January 1, 2023, the Fitness Center shall be used exclusively by another tenant of the Project. As a result, the measurement of the Expansion Premises (as defined in the Second Amendment) will be reduced from 14,085 rentable square feet of space to 13,310 rentable square feet of space, and the Company’s monthly installment of base rent for the Expansion Premises will be reduced as set forth in Schedule 1 of the Third Amendment.

The foregoing summary is qualified in its entirety by reference to the full text of the Third Amendment, a copy of which is filed as Exhibit 10.1 hereto and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Third Amendment to Office Lease, dated effective October 7, 2022, by and between the Company and Kilroy Realty, L.P.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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.

DERMTECH, INC.

Date: November 14, 2022

By: /s/ Kevin Sun

Name: Kevin Sun

Title: Chief Financial Officer

THIRD AMENDMENT TO OFFICE LEASE

This THIRD AMENDMENT TO OFFICE LEASE ("**Third Amendment**") is made and entered into as of October 7, 2022 (the "**Effective Date**"), by and between KILROY REALTY, L.P., a Delaware limited partnership ("**Landlord**"), and DERMTECH, INC., a Delaware corporation ("**Tenant**").

RECITALS:

A. Landlord and Tenant are parties to the Office Lease dated July 1, 2021 (the "**Original Lease**"), as amended by that certain First Amendment to Office Lease dated April 22, 2022 (the "**First Amendment**") and that certain Second Amendment to Office Lease dated April 22, 2022 (the "**Second Amendment**," and together with the Original Lease and First Amendment, the "**Lease**"), whereby Tenant leases 110,082 rentable (and usable) square feet of space ("**Premises**") consisting of the entire office building located at 12340 El Camino Real, San Diego, California 92130 ("**Building**").

B. Landlord and Tenant desire to enter into this Third Amendment to make certain modifications to the Lease, and in connection therewith, Landlord and Tenant desire to amend the Lease as hereinafter provided.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Capitalized Terms.** All capitalized terms when used herein shall have the same meaning as is given such terms in the Lease unless expressly superseded by the terms of this Third Amendment.

2. **No Fitness Center.** Notwithstanding anything to the contrary in the Lease, Landlord and Tenant hereby acknowledge and agree that the fitness center located in the 12390 Building shall be used exclusively by another tenant of the Project effective as of January 1, 2023, and accordingly, such fitness center shall thereafter not constitute part of the Project Common Areas.

3. **Measurement of Premises due to Reduction in Project Common Area.** As a result of such fitness center no longer constituting part of the Project Common Areas, notwithstanding anything to the contrary in the Lease, effective as of January 1, 2023, the measurement of the Expansion Premises (and accordingly, the Building and the Premises) shall be amended such that (a) the Expansion Premises (as defined in the Second Amendment) contains a total of approximately 13,310 rentable (and usable) square feet of space (reduced from 14,085 rentable (and usable) square feet of space as originally stated in the Second Amendment), and (b) accordingly, the Premises and the Building contain a total of approximately 109,307 rentable (and usable) square feet (reduced from 110,082 rentable (and usable) square feet of space as originally stated in the Lease), and (c) in connection with such new measurements, all amounts owing by Tenant under the Lease shall be decreased in connection with such modified rentable (and usable) square feet of the Expansion Premises, Premises and Building. Accordingly, and notwithstanding anything to the contrary contained in the Lease, from and following January 1, 2023, Tenant shall continue to pay monthly installments of Base Rent for the Existing Premises in accordance with the Lease, Tenant shall pay monthly installments of

Base Rent for the Expansion Premises as set forth in **Schedule 1** attached hereto, and Tenant's Share of the Project with respect to the entire Premises shall be 59.88%, and Tenant shall otherwise pay Base Rent and Tenant's Share of Direct Expenses with respect to the entire Premises in accordance with the terms of the Lease.

4. **Broker.** Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Third Amendment other than Cushman & Wakefield (the "**Broker**"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Third Amendment. Each party agrees to indemnify and defend the other party against and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent, other than the Broker, occurring by, through, or under the indemnifying party. The terms of this **Section 4** shall survive the expiration or earlier termination of the term of the Lease, as hereby amended.

5. **Statutory Disclosure and Related Terms.** For purposes of Section 1938(a) of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that Premises have not undergone inspection by a Certified Access Specialist (CAsp). The terms and conditions of **Section 24.3** of the Original Lease shall continue to apply to the Lease, as hereby amended, with full force and effect as if stated herein in full.

6. **Signatures.** The parties hereto consent and agree that this Third Amendment may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (1) to the extent a party signs this Third Amendment using electronic signature technology, by clicking "SIGN", such party is signing this Third Amendment electronically, and (2) the electronic signatures appearing on this Third Amendment shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

7. **No Further Modification.** Except as set forth in this Third Amendment, all of the terms and provisions of the Lease shall apply with respect to the Expansion Premises and shall remain unmodified and in full force and effect.

[signatures follow on next page]

IN WITNESS WHEREOF, this Third Amendment has been executed on November 11, 2022, as of the day and year first above written.

"LANDLORD":

REALTY, L.P.,
a Delaware limited partnership

By: Kilroy Realty Corporation,
a Maryland corporation

Its: General Partner

By: /s/Nelson Ackerly

Name: Nelson Ackerly

Its: Senior Vice President, Leasing

By: /s/ Annie Caldwell

Name: Annie Caldwell

Its: Vice President, Leasing

"TENANT":

DERMTECH, INC.,
a Delaware corporation

By: /s/ John Doback

Name: John Dobak, M.D.

Its: CEO

SCHEDULE 1

BASE RENT SCHEDULE FOR EXPANSION PREMISES

<u>Period During Expansion Term</u>	<u>Monthly Installment of Base Rent</u>
Expansion Commencement Date – December 31, 2022	\$41,507.56
January 1, 2023 – Last day of Month 12	\$39,453.81
Months 13 - 24	\$76,189.41
Months 25 - 36	\$78,349.62
Months 37 – 48	\$80,574.64
Months 49 – 60	\$82,866.41
Months 61 – 72	\$85,226.93
Months 73 – 84	\$87,658.27
Months 85 – 96	\$90,162.55
Months 97 – 108	\$92,741.96
Months 109 – 120	\$95,398.75
Months 121 – Lease Expiration Date	\$98,135.24