
**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): September 17, 2019

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 (see General Instruction A.2. below):

- ☐ 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 Warrants to purchase Common Stock	DMTK DMTKW	The Nasdaq Capital Market The Nasdaq Capital 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 September 17, 2019, DermTech, Inc., or the Company, entered into the Fourth Amendment to Lease, or the Fourth Amendment, with HCP Torrey Pines, LLC, or the Lessor, retroactively dated as of September 10, 2019, which amends that certain Standard Multi-Tenant Office Lease—Net, dated as of January 25, 2013, by and between the Company and the Lessor, or the Initial Lease Agreement, as amended by that certain Addendum to Lease dated January 25, 2013, that certain First Amendment dated January 30, 2014, that certain Assignment, Consent to Assignment and Second Amendment dated November 21, 2016, and that certain Third Amendment to Lease dated August 6, 2019, or collectively the First Three Amendments. The Initial Lease Agreement, as amended by the First Three Amendments, is referred to herein as the Lease Agreement. The Fourth Amendment amends the Lease Agreement to, among other things, expand the size of the existing premises by adding approximately 2,171 square feet, or the Expansion Premises. The Fourth Amendment also increased the base rent amount by \$8,358.35 per month during the first year following delivery of the Expansion Premises, by \$8,618.87 per month during the second year following delivery of the Expansion Premises and by \$8,857.68 per month during the third partial year following delivery of the Expansion Premises. In addition to the monthly base rent, pursuant to the Fourth Amendment, the Company will pay to the Lessor as additional rent for the Expansion Premises a proportionate share of the operating expenses of the building in which the premises are located in an amount equal to 2.35% of such operating expenses. Additionally, the Fourth Amendment increased the security deposit under the Lease Agreement by \$12,921.00 from \$71,396.00 to \$84,317.00. Except as amended by the Fourth Amendment, all other terms and provisions of the Lease Agreement remained unchanged.

A copy of the Fourth Amendment is filed as Exhibit 10.1 to this Current Report on Form 8-K. The foregoing description of the Fourth Amendment is a summary only and is qualified in its entirety by the full text of the Fourth Amendment, which is incorporated herein by reference.

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

To the extent required by Item 2.03 of Form 8-K, the disclosures contained in Item 1.01 of this Current Report on Form 8-K are incorporated by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
10.1	<u>Fourth Amendment to Lease, dated as of September 10, 2019, by and between the registrant and HCP Torrey Pines, LLC.</u>

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: September 23, 2019

By: /s/ Kevin Sun

Name: Kevin Sun

Title: Chief Financial Officer

FOURTH AMENDMENT TO LEASE

This FOURTH AMENDMENT TO LEASE ("**Fourth Amendment**") is made and entered into as of the 10th day of September, 2019, by and between HCP TORREY PINES, LLC, a Delaware limited liability company ("**Lessor**"), and DERMTECH, INC., a Delaware corporation ("**Lessee**").

R E C I T A L S :

A. Lessor (as successor-in-interest to AG/Touchstone TP, LLC, a Delaware limited liability company) and Lessee (as successor-in-interest to DERMTECH INTERNATIONAL, a California corporation) are parties to that certain Standard Multi-Lessee Office Lease – Net dated January 25, 2013 (the "**Original Lease**"), as amended by that certain Addendum to Lease dated January 25, 2013 (the "**Addendum**"), as further amended by that certain First Amendment to Standard Rental Lease, Storage Lease and Signage Lease to Expand and Extend Term dated January 30, 2014 (the "**First Amendment**"), and as further amended by that certain Assignment, Consent to Assignment, and Second Amendment to Standard Multi-Lessee Office Lease – Net (the "**Second Amendment**"), and as further amended by that certain Third Amendment to Lease dated August 6, 2019 (the "**Third Amendment**," and together with the Original Lease, Addendum, First Amendment and Second Amendment, collectively, the "**Lease**"), whereby Lessor leases to Lessee, and Lessee leased from Lessor, that certain 13,184 rentable square feet of space commonly known as Suites 100, 130 and 210 (collectively, the "**Existing Premises**") and located on the first (1st) and second (2nd) floors of that certain building located at 11099 North Torrey Pines Road, San Diego, California (the "**Building**").

B. Lessor and Lessee desire, (i) to expand the Existing Premises to include that certain space consisting of approximately 2,171 rentable square feet of space located on the first (1st) floor of the Building (the "**Expansion Premises**"), as delineated on Exhibit A attached hereto and made a part hereof, and (ii) to make other modifications to the Lease, and in connection therewith, Lessor and Lessee desire to amend the Lease as hereinafter provided.

A G R E E M E N T :

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. **Modification of Premises.** Effective as of the date that Lessor delivers the Expansion Premises to Lessee (the "**Expansion Commencement Date**"). Lessee shall lease from Lessor and Lessor shall lease to Lessee the Expansion Premises. Consequently, effective upon the Expansion Commencement Date, the Existing Premises shall be increased to include the Expansion Premises. The Term of Lessee's lease of the Expansion Premises shall expire co-terminously with Lessee's lease of the Existing Premises on March 31, 2022. The period of time commencing on the Expansion Commencement Date and terminating on March 31, 2022, shall be referred to herein as the "**Expansion Term**." Lessor and Lessee hereby acknowledge that such addition of the Expansion Premises to the Existing Premises shall, effective as of the Expansion Commencement Date, increase the size of the Premises to approximately 15,355 rentable square feet. The Existing Premises and the Expansion Premises may hereinafter collectively be referred to as the "**Premises**."

3. **Base Rent for Expansion Premises.** Commencing on the Expansion Commencement Date and continuing throughout the Expansion Term, Lessee shall pay to Lessor monthly installments of Base Rent, pursuant to the terms of the Lease, for the Expansion Premises as follows (the first "**Expansion Term Lease Year**" shall be the first full twelve (12) consecutive calendar months in addition to any partial calendar month at the beginning of the Expansion Term should the Expansion Commencement Date not fall on the first (1st) day of a calendar month, and each following "**Expansion Term Lease Year**" shall be the succeeding twelve (12) month period):

Expansion Term Lease Year	Annualized Base Rent	Monthly Installment of Base Rent	Monthly Base Rent Per Rentable Square Foot
1	\$100,300.20	\$8,358.35	\$3.85
2	\$103,426.44	\$8,618.87	\$3.97
3 (partial year)	\$106,292.16	\$8,857.68	\$4.08

On or before the Expansion Commencement Date, Lessee shall pay to Lessor the Base Rent payable for the Expansion Premises for the first full month of the Expansion Term.

4. **Lessee's Share of Operating Expenses for Expansion Premises.** Except as specifically set forth in this Section 4, commencing on the Expansion Commencement Date, and continuing throughout the Expansion Term, Lessee shall pay Lessee's Share of Operating Expenses in connection with the Expansion Premises in accordance with the terms of Article 4 of the Lease, provided that with respect to the calculation of Lessee's Share of Operating Expenses in connection with the Expansion Premises, Lessee's Share shall equal 2.35%.

5. **Brokers.** Lessor and Lessee 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 Fourth Amendment other than Hughes Marino (representing Lessee) and CBRE, Inc. (representing Lessor) (collectively, the "**Brokers**"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Fourth Amendment. Each party agrees to indemnify and defend the other party against and hold the other party harmless from 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 Brokers. The terms of this Section 5 shall survive the expiration or earlier termination of this Fourth Amendment.

6. **Security Deposit.** Notwithstanding anything in the Lease to the contrary, the Security Deposit held by Lessor pursuant to the Lease, as amended hereby, shall equal Eighty Four Thousand Three Hundred Seventeen and No/100 Dollars (\$84,317.00). Lessor and Lessee acknowledge that, in accordance with Paragraph 5 of the Lease, Lessee has previously delivered the sum of Seventy-One Thousand Three Hundred Ninety-Six and No/100 Dollars (\$71,396.00) (the "**Existing Security Deposit**") to Lessor as security for the faithful performance by Lessee of the terms, covenants and conditions of the Lease. Concurrently with Lessee's execution of this Fourth Amendment, Lessee shall deposit with Lessor an amount equal to Twelve Thousand Nine Hundred Twenty-One and No/100 Dollars (\$12,921.00) to be held by Lessor as a part of the Security Deposit. To the extent that the total amount held by Lessor at any time as security for the Lease, as hereby amended, is less than Eighty Four Thousand Three Hundred Seventeen and No/100 Dollars (\$84,317.00), Lessee shall pay the difference to Lessor within ten (10) days following Lessee's receipt of notice thereof from Lessor.

7. **Improvements.** Except as specifically set forth herein, Lessor shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Expansion Premises, and Lessee shall accept the Expansion Premises in its presently existing, "as-is" condition, and neither Lessor nor any agent of Lessor has made any representation or warranty to Lessee regarding the condition of the Expansion Premises, the Building or the Project, or with respect to the suitability of any of the foregoing for the conduct of Lessee's business. In addition, Lessee hereby acknowledges that Lessee is currently in possession of the Existing Premises, and that neither Lessor nor any agent of Lessor has made any representation or warranty regarding the condition of the Existing Premises, or with respect to the suitability of the foregoing for the conduct of Lessee's business. Except as specifically set forth herein, Lessee shall continue to accept the Existing Premises in its "as is" condition as of the date of this Amendment. Notwithstanding the foregoing, Lessor shall install new countertops on the existing lab benches in the Expansion Premises prior to the Expansion Commencement Date.

8. **No Further Modification.** Except as set forth in this Fourth Amendment, all of the terms and provisions of the Lease shall apply with respect to the Premises and shall remain unmodified and in full force and effect. In the event of any conflict between the terms and conditions of the Lease, and the terms and conditions of this Fourth Amendment, the terms and conditions of this Fourth Amendment shall prevail.

[signature page to follow]

IN WITNESS WHEREOF, this Fourth Amendment has been executed as of the day and year first above written.

“LESSOR”

HCP TORREY PINES, LLC
a Delaware limited liability company

By: /s/ Michael Dorris
Name: Michael Dorris
Its: Vice President

“LESSEE”

DERMTECH, INC.
a Delaware corporation

By: /s/ Kevin Sun
Name: Kevin Sun
Its: CFO

EXHIBIT A

TORREY PINES CORPORATE CENTER

OUTLINE OF EXPANSION PREMISES

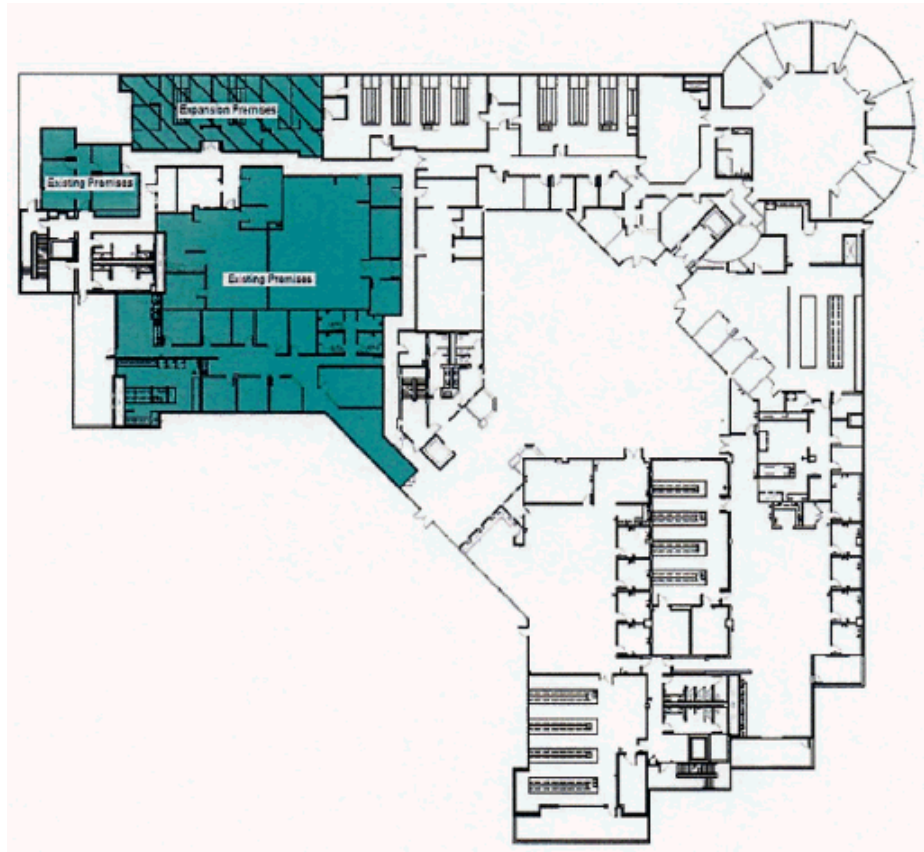


Exhibit A