

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 01 Aug 2021	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)	
6. ISSUED BY ACC-APG - COVID RESPONSE - W58F05 6472 INTEGRITY COURT (BUILDING 4401) ABERDEEN PROVING GROUND MD 21005-3013	CODE W58F05	7. ADMINISTERED BY (If other than item 6) DCMALOS ANGELES 6230 VAN NUYS BLVD VAN NUYS CA 91401	CODE S0512A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ELLUME USA LLC 25350 MAGIC MOUNTAIN PKWY STE 300 VALENCIA CA 91355-1356		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. W911NF2190003		
		X 10B. DATED (SEE ITEM 13) 01 Feb 2021		
CODE 8J0W1	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) Realign Program Schedule, Extend Period of Performance, and other administrative actions.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect				
15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6)		16A. NAME AND TITLE OF CONTRACTOR (b) (6)		
		TEL: EMAIL:		
15. DATE SIGNED (b) (6)	15C. DATE SIGNED 21 Sept 2021	16C. DATE SIGNED (b) (6)	16C. DATE SIGNED 1 Sep 2021	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The following have been added by full text:

P00005

The purpose of modification P00005 is to effect the following changes to the Agreement Award based upon mutual agreement of the parties and Article 2.E of the Agreement:

Revise Article 1.A:

FROM: "The Government requires Ellume to develop the ability to manufacture and deliver at least (b) (4) tests a day from the US manufacturing lines by (b) (4) "

TO: "The Government requires Ellume to develop the ability to manufacture and deliver at least (b) (4) tests a day from the US manufacturing lines by (b) (4) "

Revise Article 1.C.1.b:

FROM: "The parties agree that the ultimate purpose of this Agreement is the development of rapid, large scale domestic manufacturing supply in a facility within the continental United States ("U.S. Manufacturing Facility"), and logistics capabilities to produce, store, pack, and ship large quantities for delivery to the Government (b) (4) (b) (4) of the effective date of this Agreement, 8,500,000 Ellume COVID-19 Home Tests, achieving a sustained average per day production rate of at least (b) (4) EUA or 510(k) cleared Ellume COVID-19 Home Tests (b) (4) (b) (4) in the final month period of the performance (these collective objectives shall be hereinafter referred to as the "Prototype Project")."

TO: "The parties agree that the ultimate purpose of this Agreement is the development of rapid, large scale domestic manufacturing supply in a facility within the continental United States ("U.S. Manufacturing Facility"), and logistics capabilities to produce, store, pack, and ship large quantities for delivery to the Government (b) (4) (b) (4) of the effective date of this Agreement, 8,500,000 Ellume COVID-19 Home Tests, achieving a sustained average per day production rate of at least (b) (4) EUA or 510(k) cleared Ellume COVID-19 Home Tests (b) (4) (b) (4) in the final month period of the performance (these collective objectives shall be hereinafter referred to as the "Prototype Project")."

Revise Article 1.C.1.c:

FROM: "...The Government requires Ellume to achieve the ability to manufacture and deliver at least (b) (4) tests a day from the U.S. Manufacturing Facility by (b) (4) and support the logistic chain required to place this test across all sectors of the US diagnostic testing market. Initial quantities of the Ellume COVID-19 Home Test provided under this Agreement will be used to (1) demonstrate the functionality and effectiveness on a small scale of the larger scale capabilities to be developed at the U.S. Manufacturing Facility under this Prototype Project; and (2) demonstrate the ability of the Awardee to execute and manage a complex logistics capability that will need to be implemented at scale once the U.S. Manufacturing Facility is brought online, thereby enabling scale-up and delivery from the U.S. Manufacturing Facility to occur expeditiously, ensuring the large-scale manufacturing and availability of diagnostic tests for nationwide access as soon as possible."

TO: "...The Government requires Ellume to achieve the ability to manufacture and deliver at least (b) (4) tests a day from the U.S. Manufacturing Facility by (b) (4) and support the logistic chain required to place this test across all sectors of the US diagnostic testing market. Initial quantities of the Ellume COVID-19 Home Test provided under this Agreement will be used to (1) demonstrate the functionality and effectiveness on a small scale of the larger scale capabilities to be developed at the U.S. Manufacturing Facility under this Prototype Project; and

(b) (4)

- (b) (4)
- Mutual Agreement for Suspension of Deliveries: The parties may mutually agree, in writing, to suspend the delivery schedule above to address urgent COVID-19 requirements for a period not to exceed the period of performance of the agreement, and will negotiate an extension to the agreement as a result of such a suspension.

Article 2.A:

FROM:

"The Term of this Agreement commences upon the Effective Date and extends through final payment. This Agreement is anticipated to end (b) (4) after the Effective Date, subject to mutually agreed extensions pursuant to paragraph 2.D to facilitate the completion of the project(s)."

TO:

"The Term of this Agreement commences upon the Effective Date and extends through final payment. This Agreement is anticipated to end (b) (4) after the Effective Date, subject to mutually agreed extensions pursuant to paragraph 2.D to facilitate the completion of the project(s)."

Appendix A, C.1:

FROM: "...within (b) (4) of the effective date of this Agreement..."

TO: "... within (b) (4) of the effective date of this Agreement..."

Appendix A, C.3.1

FROM: "C.3.1. The Awardee shall deliver 8.5 million Ellume Home COVID-19 Tests and their subcomponents in individually wrapped packages suitable for home use by (b) (4) Of these 8.5 million home tests, (b) (4) (b) (4)

(b) (4) Shipments from Australia shall demonstrate stable logistics capability including packing, stacking, and shipping in similar fashion as will be completed during US deliveries. The shipment from Australia to the US over a period of several months will also validate the ability of the performer to maintain shipping temperature excursions within validated thresholds over a period of cold to hot seasonal temperatures."

TO: "C.3.1. The Awardee shall deliver 8.5 million Ellume Home COVID-19 Tests and their subcomponents in individually wrapped packages suitable for home use by (b) (4) Of these 8.5 million home tests, (b) (4)

(b) (4) (b) (4) Shipments from Australia shall demonstrate stable logistics capability including packing, stacking, and shipping in similar fashion as will be completed during US deliveries. The shipment from Australia to the US over a period of several months will also validate the ability of the performer to maintain shipping temperature excursions within validated thresholds over a period of cold to hot seasonal temperatures."

ADD to Article 15 as paragraph F. Alternate Acceptance Location

The Government may elect, with advance notice to Ellume, to inspect and accept supplies which will go into Vendor Managed Inventory or to be shipped direct to a Government directed location, at the following location:

(b) (4)

CAGE: (b) (6)

ADD Article 19 – Extension Period Storage and Logistics

“Article 19 – Extension Period Storage and Logistics

In consideration for the extension of the Agreement until (b) (4) the parties agree that Ellume will, in accordance with Article 15.B and upon written request of the AOR with a reasonable advance notice to Ellume, carry (b) (4) units at a US based facility for a period of up to (b) (4) (b) (4) but no longer than the end date of this Agreement, as amended, unless otherwise mutually agreed. The Government will provide disposition instructions for shipment (b) (4) (b) (4) to direct the supplies to either: 1) one of three Government-designated distribution sites IAW Article 15.A; or 2) any other CONUS based individual shipping location. The parties agree that to facilitate the rapid and timely delivery of supplies, Ellume will facilitate shipping to any CONUS based shipping location requested by the Government, if requested within reasonable advance notice prior to the shipping date; and that the Government will reimburse Ellume the difference between shipment to a Government facility and the actual costs incurred for shipping to a non-Government facility. In the event that the Government elects to ship to a non-central Government Facility, Inspection and Acceptance under Article 15.A may occur at the contractor’s VMI storage location.”

All other terms and conditions of the Agreement, except as set forth herein, remain the same and in full force and effect.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4) TO	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4) TO	N/A	N/A FOB: Destination	

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4) TO	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	N/A	N/A FOB: Destination	

(End of Summary of Changes)



