AMENDMENT OF SOLIC	CITATION/MODI	FICATION OF CONTRACT	1.CONTRACT	TID CODE	PAGE OF PAGES
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		S PROJECT	NO.(Ifapplicable)
P00005	01 Aug 2021	SEE SCHEDULE		3	, tro-(troppirous)
ISSUED BY COD	E W58P05	7. ADMINISTERED BY (Ifother than item6)	CC	DE S051	2A
ACC-APG - COVID RESPONSE - W58P05 9472 INTEGRITY COURT (BUILDING 4401) ABERDEEN PROVING GROUND MD 21005-3013	DCMALOS ANGELES 6230 VAN NUYS BLVD VAN NUYS CA 91401				
NAME AND ADDRESS OF CONTRACT	OP (No Street County)	Pate and Zin Code)	QA AMENDA	ENT OF SO	DLICITATION NO
NAME AND ADDRESS OF CONTRACT ELLUME USA LIC 25350 MAGIC MOUNTAIN PRIVY STE 300 VALENCIA CA 91355-1356	State and Zip Code)		ED (SEE ITEM 11)		
The state of the s		-	IOA MOD O	CONTRA	T (OPPER NO
			X W911NF2190	003	CT/ORDER NO.
			X 01 Feb 2021	(SEE ITEM	13)
DE 8J0W1	I THIS ITEM ONLY	DE L APPLIES TO AMENDMENTS OF SOLIC	OTTOD LOLI		
The above numbered solicitation is arrended as s			is extended,	is not exte	ended
				is not exe	inu eu
Offer must acknowledge receipt of this amendmen	nt prior to the hour and date sp	ecified in the solicitation or as amended by one ofth	ne following methods:		
(a) By completing Items 8 and 15, and returning		ent; (b) By acknowledging receipt of this amendmen			
		and amondment numbers. FAILURE OF YOUR A		TTO BE	
		PRIOR TO THE HOUR AND DATE SPECIFIED			
		ange an offer already submitted, such change may b		etter,	
provided each telegram or letter makes reference t	o the solicitation and this ame	ndment, and is received prior to the opening hour a	nd date speci fied.		
. ACCOUNTING AND APPROPRIATIO	N DATA (If required)				
		TO MODIFICATIONS OF CONTRACTS			
A. THIS CHANGE ORDER IS ISSUED PO CONTRACT ORDER NO. IN ITEM 1		authority) THE CHANGES SET FORTH	IN ITEM 14 ARE	MADE IN T	HE
		D TO REFLECT THE ADMINISTRATIVE RESUANT TO THE AUTHORITY OF FA		as changes	in paying
C. THIS SUPPLEMENTAL AGREEMEN					
Mutual Agreement of the Parties D. OTHER (Specify type of modification	and authority)				
				_	
IMPORTANT: Contractor is not		gn this document and return 1	copies to the issuir		
I. DESCRIPTION OF AMENDMENT/MC where feasible.) Modification Control Number: Realign ProgramSchedule, Extend Period	6)		itation/contract sub	oject matter	
cept as provided herein, all terms and conditions of	the document referenced in Ite	n 9A or 10A, as heretofore changed, remains unchar	nged and in full force an	d effect	
A. NAME AND TITLE OF SIGNER (Type)	pe or print)	16A, NAME AND TITLE OF CO	NTRA		
		TEL:	EMAIL:		
(b) (d)	15C. DATE SIGN	ED (b) (6)		16	C. DATE SIGNED
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XCEPTION TO SE 30		20 105 04	C.F.	ANDARDE	OPM 20 / Pay 10



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) ests 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) ests 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) 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) 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 (6) (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 (6) (4) EUA or 510(k) cleared Ellume COVID-19 Home Tests (5) (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 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 to (4) tests a day from the U.S. Manufacturing Facility by (5) (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."

Revise Article 1.C.1.d:

FROM: "Successful completion of the Prototype Project will meet the key technical requirements listed in the Statement of Work (SOW) attached at Appendix A, and demonstrate Awardee's capability to rapidly manufacture at least (5) (4) Ellume COVID-19 Home Tests a day, and logistics capabilities to produce, store, pack, and ship large quantities from the U.S. Manufacturing Facility by (6) (4)

TO: "Successful completion of the Prototype Project will meet the key technical requirements listed in the Statement of Work (SOW) attached at Appendix A, and demonstrate Awardee's capability to rapidly manufacture at least Ellume COVID-19 Home Tests a day, and logistics capabilities to produce, store, pack, and ship large quantities from the U.S. Manufacturing Facility by

ADD the following to the end of Article 1.C.2.c:

The Agreement, in addition to the DO-H5 rating above, incorporates an approved Health Resources Priority and Allocations Systems (HRPAS) rating to aid in the procurement of supplies in support of Operation Warn Speed (OWS).

Article 1.C.7 Table 1a: Deliverables:

FROM:

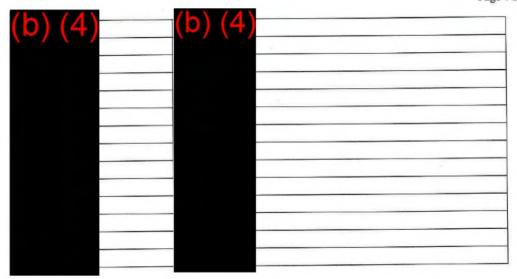
M: Dolivani Data	The second control of
Delivery Date	Ellume Home COVID Tests
b) (4)	(b) (4)
	3

TO:

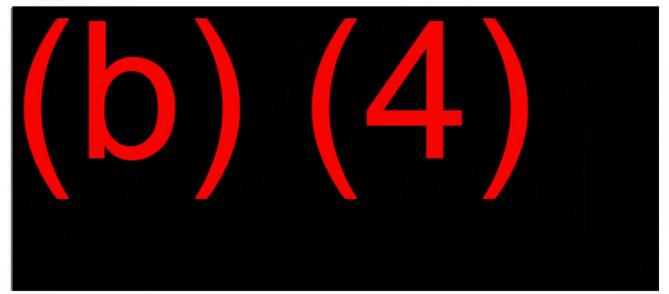
Delivery Date	Ellume Home COVID Tests			
b) (4)	(b) (4)			
- / (. /				

H





Article 1.C.8.Table 2b: FROM:



TO:





- ° (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) firer 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 (5) (4) the first 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 (5) (4) Of these 8.5 million home tests (5) (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)

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)

ADD Article 19 – Extension Period Storage and Logistics

"Article 19 – Extension Period Storage and Logistics
In consideration for the extension of the Agreement until
accordance with Article 15.B and upon written request of the AOR with a reasonable advance notice to Ellume,
carry (5) (4)
Inits at a US based facility for a period of up to
the sum of the sum of

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

Facility, Inspection and Acceptance under Article 15.A may occur at the contractor's VMI storage location."

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) ^{ro}	N/A	N/A FOB: Destination	
To:				
	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
	(b) (4) °°	N/A	N/A FOB: Destination	
The fo	ollowing Delivery Schedule	item for CLIN 0002	has been changed from:	
	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
	(b) $(4)^{\circ}$	N/A	N/A FOB: Destination	0

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To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

DODAAC / CAGE

(b) (4)^{ro}

N/A

N/A

FOB: Destination

(End of Summary of Changes)

4