

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
 Washington, D.C. 20549

**Pre-Effective Amendment No. 2**  
**to**  
**Form S-3**  
**REGISTRATION STATEMENT**  
**UNDER**  
**THE SECURITIES ACT OF 1933**

**ASTRA SPACE, INC.**

(Exact name of registrant as specified in its charter)

Delaware  
 (State or other jurisdiction of  
 incorporation or organization)

85-1270303  
 (I.R.S. Employer  
 Identification No.)

1900 Skyhawk Street  
 Alameda, CA 94501  
 (866) 278-7217  
 (Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Chris Kemp  
 Chief Executive Officer  
 1900 Skyhawk Street  
 Alameda, CA 94501  
 (866) 278-7217  
 (Name, address, including zip code, and telephone number, including area code, of agent for service)

*Copy to:*

Katheryn A. Gettman, Esq.  
 Cozen O'Connor P.C.  
 33 South 6th Street, Suite 3800  
 Minneapolis, MN 55402  
 (612) 260-9000

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this registration statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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 7(a)(2)(B) of Securities Act.

**The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment that specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until this registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to Section 8(a), may determine.**

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## EXPLANATORY NOTE

This Pre-Effective Amendment No. 2 to the Registration Statement on Form S-3 (333-271589) of Astra Space, Inc. is being filed solely for the purpose of amending Exhibits 5.1 and 23.2 thereto, respectively, to (i) reflect that in addition to the General Corporation Law of the State of Delaware and the federal laws of the United States, the opinion therein is also expressed with respect to the laws of the State of New York, and (ii) clarify that the consenting independent registered public accounting firm audited only the consolidated financial statements of the registrant for the year-ended December 31, 2021 included in the Annual Report on Form 10-K for the year ended December 31, 2022. This Pre-Effective Amendment does not modify any provision of the prospectus that forms part of the Registration Statement. Other than the filing of the exhibit and corresponding changes to the exhibit index and signature page, the remainder of the Registration Statement is unchanged.

**PART II**

**INFORMATION NOT REQUIRED IN PROSPECTUS**

**ITEM 14. Other Expenses of Issuance and Distribution.**

The following table sets forth the costs and expenses payable by us in connection with the sale of the securities being registered hereby.

	<b>Amount to be Paid (\$)</b>
Securities and Exchange Commission registration fee	11,020
Printing and engraving expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Transfer agent and registrar fees	*
Trust fees and expenses	*
Miscellaneous expenses	*
Total	*

\* These fees cannot be estimated at this time as they are calculated based on the securities offered and the number of issuances.

**ITEM 15. Indemnification of Directors and Officers.**

As permitted by Section 102 of the DGCL, we have adopted provisions in our certificate of incorporation that limit or eliminate the personal liability of our directors for monetary damages for a breach of their fiduciary duty of care as a director, except for liability for:

- any breach of the director's duty of loyalty to us or our stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- any act related to unlawful stock repurchases, redemptions or other distributions or payment of dividends; or
- any transaction from which the director derived an improper personal benefit.

These limitations of liability do not affect the availability of equitable remedies such as injunctive relief or rescission.

Our Second Amended and Restated Certificate of Incorporation also authorizes us to indemnify our officers, directors and other agents to the fullest extent permitted under Delaware law. As permitted by the DGCL, our Second Amended and Restated Certificate of Incorporation provides that we may indemnify, and advance expenses to, to the fullest extent permitted by law, any person who was or is a party to or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that the person is or was a director, officer, employee or agent of us, or is or was serving at our request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

We have also entered into separate indemnification agreements with our directors and officers that may be broader than the specific indemnification provisions contained in the DGCL.

**Item 16. Exhibits.**

<b>Exhibit No.</b>	<b>Description</b>
1.1*	Form of Underwriting Agreement.
1.2*	Form of Placement Agent Agreement.
3.1	<a href="#">Second Amended and Restated Certificate of Incorporation of Astra Space, Inc. (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K, filed with the SEC on July, 2021).</a>
3.2	<a href="#">Amended and Restated Bylaws of Astra Space, Inc. (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K, filed with the SEC on July 1, 2021).</a>
4.1	<a href="#">Specimen Class A Common Stock Certificate (incorporated by reference to Holicity Inc.'s Registration Statement on Form S-1/A (Reg. No. 333-239926), filed with the SEC on July 30, 2020).</a>
4.2*	Form of Preferred Stock Certificate.
4.3*	Form of Debt Security.
4.4*	Form of Debt Warrant.
4.5*	Form of Equity Warrant.
4.6**	<a href="#">Form of Indenture.</a>
4.7*	Form of Rights Agent Agreement.
4.8*	Form of Unit Agreement.
5.1***	<a href="#">Opinion of Cozen O'Connor P.C.</a>
23.1**	<a href="#">Consent of PricewaterhouseCoopers LLP.</a>
23.2***	<a href="#">Consent of Grant Thornton LLP.</a>
23.3***	<a href="#">Consent of Cozen O'Connor P.C. (included in Exhibit 5.1).</a>
24.1**	<a href="#">Power of Attorney (included on signature page to this registration statement).</a>
25.1**	<a href="#">Statement of Eligibility on Form T-1 under the Trust Indenture Act of 1939, as amended, of Wilmington Trust, National Association, as trustee under the indenture filed on Exhibit 4.6 above.</a>
107**	<a href="#">Filing Fee Table.</a>

\* To be filed by amendment or incorporated by reference in connection with the offering of the securities.

\*\* Previously filed and incorporated by reference to the Registrant's registration statement on Form S-3 filed on May 2, 2023 (File No. 333-271589).

\*\*\* Filed herewith.

**ITEM 17. Undertakings.**

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate,

represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in this registration statement.

*Provided*, however, that the undertakings set forth in paragraphs (a)(1)(i) and (a)(1)(ii) and (a)(1)(iii) above do not apply if the registration statement is on Form S-3 or Form F-3 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statements or is contained in a form of prospectus filed pursuant to Rule 424(b) that is a part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. *Provided*, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(5) That for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser: (i) any preliminary prospectus

or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424; (ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant; (iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and (iv) any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned registrant hereby undertakes that: (i) for purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of the registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of the registration statement as of the time it was declared effective; and (ii) for the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) The undersigned registrant hereby undertakes that for the purpose of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(d) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act of 1933 and is therefore unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933, and will be governed by the final adjudication of such issue.

(e) The undersigned registrant hereby undertakes to file an application for the purpose of determining the eligibility of the Trustee to act under subsection (a) of Section 310 of the Trust Indenture Act in accordance with the rules and regulations prescribed by the SEC under Section 305(b)(2) of the Trust Indenture Act.





May 8, 2023

Astra Space, Inc.  
1900 Skyhawk Street  
Alameda, CA 94501

**Re: Registration Statement on Form S-3**

Ladies and Gentlemen:

We have examined the registration statement on Form S-3 (the "Form S-3") filed by Astra Space, Inc., a Delaware corporation (the "Company"), with the Securities and Exchange Commission (the "Commission") on May 2, 2023, under the Securities Act of 1933, as amended (the "Securities Act"), as amended by the Pre-Effective Amendment No. 1 to the Form S-3, filed with the Commission on May 4, 2023 ("Amendment No. 1"), and as further amended by Pre-Effective Amendment No. 2 to the Form S-3, filed with the Commission on May 8, 2023 ("Amendment No. 2," and, together with the Form S-3 and Amendment No. 1, the "Registration Statement"). This opinion supersedes our opinion dated May 2, 2023, and previously filed as Exhibit 5.1 to the Form S-3. The Registration Statement relates to the proposed offer and sale from time to time pursuant to Rule 415 under the Securities Act of up to an aggregate offering price of \$100,000,000 of (i) one or more series of debt securities of the Company, which may be either senior, senior subordinated or subordinated debt securities (the "Debt Securities"), (ii) shares of the Company's preferred stock, par value \$0.0001 per share (the "Preferred Stock"), (iii) shares of the Company's Class A common stock, par value \$0.0001 per share (the "Common Stock"), (iv) debt warrants to purchase Debt Securities (the "Debt Warrants") and equity warrants to purchase Preferred Stock or Common Stock (the "Equity Warrants" and together with the Debt Warrants, the "Warrants"), (v) rights to purchase shares of Common Stock (the "Rights"), and (vi) units consisting of two or more of the Securities (as defined below) (the "Units"). The Debt Securities, Preferred Stock, Common Stock, Warrants, Rights and Units are collectively referred to herein as the "Securities." The Debt Securities and Preferred Stock may be exchangeable for or convertible into other Securities of the Company, including Common Stock or Preferred Stock.

The Securities may be offered and sold from time to time by the Company as set forth in the Registration Statement, the prospectus contained within the Registration Statement (the "Prospectus"), and one or more supplements to the Prospectus (each, a "Prospectus Supplement"). The Debt Securities may be issued pursuant to an indenture by and between the Company and a financial institution to be identified therein as trustee in the form included as Exhibit 4.6 to the Registration Statement, as such indenture may be supplemented from time to time (the "Indenture"). The Warrants may be issued under one or more warrant agreements (each, a "Warrant Agreement") by and between the Company and a bank or trust company to be identified therein as warrant agent. The Rights may be issued under one or more rights agreements in a form to be filed and incorporated into the Registration Statement (each, a "Rights Agreement") to be entered into by and between the Company and a bank, trust company or other financial institution to be identified therein as rights agent. The Units may be issued under one or more unit agreements (each, a "Unit Agreement") between the Company and a third party to be identified therein as unit agent. The Indenture, each Warrant Agreement, each Rights Agreement and each Unit Agreement are herein collectively called the "Agreements."

This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement, the Prospectus or any Prospectus Supplement.

In rendering the opinions set forth below, we have examined and relied upon the Registration Statement, the Prospectus, the Company's Second Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws, as currently in effect, and the originals or copies certified to our satisfaction of such records, documents, certificates, memoranda and other instruments as in our judgment are necessary or appropriate to enable us to render the opinion expressed below. Based upon the foregoing and subject to the limitations, assumptions, exceptions and qualifications expressed herein, it is our opinion that, as of the date hereof, with respect to each of the matters set forth in Paragraphs 1 through 6 below:

1. With respect to shares of Common Stock, when the issuance of Common Stock has been duly authorized by all necessary corporate action of the Company, upon issuance, delivery and payment therefor (not less than the par value of the Common Stock) in the manner contemplated by the Registration Statement, the Prospectus and related Prospectus Supplement(s) and in accordance with the applicable definitive purchase, underwriting or similar agreement approved by the board of directors or upon conversion or exercise of any other Security in accordance with its terms, such shares of Common Stock will be validly issued, fully paid and nonassessable.



2. With respect to shares of Preferred Stock, when a series of Preferred Stock has been duly established in accordance with the terms of the Company's certificate of incorporation, now existing or then in effect, and authorized by all necessary corporate action of the Company, and upon issuance, delivery and payment therefor (not less than the par value of the Preferred Stock) in the manner contemplated by the Registration Statement, the Prospectus and related Prospectus Supplement(s) and in accordance with the applicable definitive purchase, underwriting or similar agreement approved by the board of directors or upon conversion or exercise of any other Security in accordance with its terms, such shares of such series of Preferred Stock will be validly issued, fully paid and nonassessable.

3. With respect to Debt Securities, when the Indenture has been duly authorized, executed and delivered by all necessary corporate action of the Company, and when the specific terms of a particular series of Debt Securities have been duly established in accordance with such Indenture and authorized by all necessary corporate action of the Company, and such Debt Security has been duly executed, authenticated, issued and delivered against payment therefor in accordance with the terms of such Indenture and the applicable definitive purchase, underwriting or similar agreement approved by the board of directors and in the manner contemplated by the Registration Statement, the Prospectus and related Prospectus Supplement(s), such Debt Securities will be a legally valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

4. With respect to Warrants, when a Warrant Agreement has been duly authorized, executed and delivered by all necessary corporate action of the Company, and when the specific terms of a particular issuance of Warrants have been duly established in accordance with such Warrant Agreement and authorized by all necessary corporate action of the Company, and the Warrants have been duly executed, authenticated, issued and delivered against payment therefor in accordance with the terms of such Warrant Agreement and the applicable definitive purchase, underwriting or similar agreement approved by the board of directors and in the manner contemplated by the Registration Statement, the Prospectus and related Prospectus Supplement(s) (assuming the Securities issuable upon exercise of the Warrants have been duly authorized and reserved for issuance by all necessary corporate action), the Warrants will be legally valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

5. With respect to Rights, when a Rights Agreement has been duly authorized, executed and delivered by all necessary corporate action of the Company, and when the specific terms of a particular issuance of Rights have been duly established in accordance with such Rights Agreement and authorized by all necessary corporate action of the Company, and the Rights have been duly executed, authenticated, issued and delivered against payment therefor in accordance with the terms of such Rights Agreement and the applicable definitive purchase, underwriting or similar agreement approved by the board of directors and in the manner contemplated by the Registration Statement, the Prospectus and related Prospectus Supplement(s), the Rights will be legally valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

6. With respect to Units, when both (1) a Unit Agreement has been duly authorized, executed and delivered by all necessary corporate action of the Company, and when the specific terms of a particular issuance of Units have been duly established in accordance with such Unit Agreement and authorized by all necessary corporate action of the Company, and (2) the Units have been duly executed, authenticated, issued and delivered against payment therefor in accordance with such Unit Agreement and the applicable definitive purchase, underwriting or similar agreement approved by the board of directors and in the manner contemplated by the Registration Statement, the Prospectus and related Prospectus Supplement(s) (assuming the constituent Securities of the Units have been duly authorized and reserved for issuance by all necessary corporate action), the Units will be legally valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

Our opinions are subject to: (i) the effect of bankruptcy, insolvency, reorganization, preference, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights and remedies of creditors; (ii) the effect of general principles of equity, whether considered in a proceeding in equity or at law (including the possible unavailability of specific performance or injunctive relief), concepts of materiality, reasonableness, good faith and fair dealing, and the discretion of the court before which a proceeding is brought; and (iii) the invalidity under certain circumstances under law or court decisions of provisions providing for the indemnification of or contribution to a party with respect to a liability where such indemnification or contribution is contrary to public policy.

We express no opinion as to (i) any provision for liquidated damages, default interest, late charges, monetary penalties, make-whole premiums or other economic remedies to the extent such provisions are deemed to constitute a penalty, (ii) consents to, or restrictions upon, governing law, jurisdiction, venue, arbitration, remedies or judicial relief, (iii) waivers of rights or defenses, (iv) any provision requiring the payment of attorneys' fees, where such payment is contrary to law or public policy, (v) any provision permitting, upon acceleration of any Debt Securities, collection of that portion of the stated principal amount thereof which might be determined to constitute unearned interest thereon, (vi) the creation, validity, attachment, perfection, or priority of any lien or security interest, (vii) advance waivers of claims, defenses, rights granted by law, or notice, opportunity for hearing, evidentiary requirements, statutes of limitation, trial by jury or at law, or other procedural rights, (viii) waivers of broadly or vaguely stated rights, (ix) provisions for exclusivity, election or cumulation of rights or remedies, (x) provisions authorizing or validating conclusive or discretionary determinations, (xi) grants of setoff rights, (xii) proxies, powers and trusts, (xiii) provisions prohibiting, restricting, or requiring consent to assignment or transfer of any right or property, (xiv) provisions purporting to make a guarantor primarily liable rather than as a surety, (xv) provisions purporting to waive modifications of any guaranteed obligation to the extent such modification constitutes a novation, (xvi) any provision to the extent it requires that a claim with respect to a security denominated in other than U.S. dollars (or a judgment in respect of such a claim) be converted into U.S. dollars at a rate of exchange at a particular date, to the extent applicable law otherwise provides, (xvii) any provision to the extent it requires that a claim with respect to the Debt Securities (or a judgment in respect of such a claim) be converted into U.S. dollars at a rate of exchange at a particular date, to the extent applicable law otherwise provides, and (xviii) the severability, if invalid, of provisions to the foregoing effect.

With your consent, we have assumed (i) that each of the Agreements, Debt Securities and Warrants (collectively, the "Documents") has been or will be duly authorized, executed and delivered by the parties thereto, (ii) that each of the Documents constitutes or will constitute legally valid and binding obligations of the parties thereto other than the Company, enforceable against each of them in accordance with their respective terms, (iii) that the status of each of the Documents as legally valid and binding obligations of the parties will not be affected by any (a) breaches of, or defaults under, agreements or instruments, (b) violations of statutes, rules, regulations or court or governmental orders, or (c) failures to obtain required consents, approvals or authorizations from, or to make required registrations, declarations or filings with, governmental authorities, (iv) the genuineness and authenticity of all signatures on original documents, (v) the genuineness and authenticity of all documents submitted to us as originals, (vi) the conformity to originals of all documents submitted to us as copies, (vii) the accuracy, completeness and authenticity of certificates of public officials, (viii) the legal capacity for all purposes relevant hereto of all natural persons and (ix) for purposes of paragraph 1 above, sufficient authorized and unissued shares of Common Stock will be available for issuance at such time. As to questions of fact material to our opinions, we have relied upon certificates or comparable documents of officers and other representatives of the Company and of public officials.

Our opinion herein is expressed solely with respect to the General Corporation Law of the State of Delaware, the federal laws of the United States, and, solely in connection with our opinion under paragraph 3 above, the laws of the State of New York, in each case as in effect on May 8, 2023.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Securities Act. We consent to your filing this opinion as an exhibit to the Registration Statement and to the reference to our firm in the Prospectus under the heading "Legal Matters." In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Cozen O'Connor, P.C.

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We have issued our report dated March 31, 2022, with respect to the consolidated financial statements of Astra Space, Inc. for the year ended December 31, 2021, included in the Annual Report on Form 10-K for the year ended December 31, 2022, which is incorporated by reference in this Registration Statement. We consent to the incorporation by reference of the aforementioned report in this Registration Statement, and to the use of our name as it appears under the caption "Experts."

/s/ GRANT THORNTON LLP

Phoenix, Arizona  
May 8, 2023