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 6, 2023

Astra Space, Inc.
(Exact name of Registrant as Specified in Its Charter)

Delaware	**001-39426**	**85-1270303**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

1900 Skyhawk Street **Alameda, California**	**94501**
(Address of Principal Executive Offices)	**(Zip Code)**

Registrant's Telephone Number, Including Area Code: (866) 278-7217

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
Class A common stock, par value $0.0001 per share	ASTR	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 November 6, 2023, Astra Space, Inc. (the "*Company*") announced that it closed an initial financing with JMCM Holdings LLC ("*JMCM*") and SherpaVentures Fund II, LP ("*Sherpa*" and together with JMCM, the "*Investors*"), affiliates of two early investors in the Company, for a total investment amount of approximately $13.4 million (the "*Initial Financing*") pursuant to a reaffirmation agreement and omnibus amendment agreement dated November 6, 2023 (the "*Initial Financing Agreement*"). The Initial Financing is connected to the Company's announcement in a current report on Form 8-K filed with the Securities and Exchange Commission (the "*SEC*") on October 23, 2023 of the execution of a non-binding term sheet (the "*Term Sheet*"). The Term Sheet contemplates a financing of at least $15.0 million, from the Investors and other potential investors, and up to $25.0 million (the "*Proposed Financing*").

The Initial Financing includes (1) a purchase by the Investors of the remaining $8.0 million aggregate principal amount of senior secured notes (the "*Existing Notes*") and associated warrants (the "*Existing Warrants*") to purchase up to 1.5 million post-reverse stock split shares of the Company's Class A common stock, par value $0.0001 per share (the "*Class A Common Stock*") from the Company's senior secured creditor, pursuant to which the Company was in default under as of October 30, 2023, (2) a loan by the Investors to the Company and its subsidiaries in the aggregate amount of approximately $3.05 million evidenced by senior secured bridge notes (the "*Bridge Notes*") that will mature on November 17, 2023 (the "*Maturity Date*"), that will rank equally as to payment and lien priority with the Existing Notes, that will be secured by the same collateral as the Existing Notes and that will be guaranteed by all of the subsidiaries of the Company, and (3) a sale to the Investors of warrants (the "*Bridge Warrants*") to purchase up to 5,314,201 shares of the Company's Class A Common Stock (the "*Warrant Shares*") at a purchase price of $0.125 per Bridge Warrant for an aggregate purchase price of approximately $664,275 that are immediately exercisable at an exercise price of $0.808 per share of Class A Common Stock, subject to certain adjustments and that expire on November 6, 2028.

The Initial Financing closed on November 6, 2023 (the "*Closing Date*"). Net proceeds from the Initial Financing, after deducting estimated offering expenses, were approximately $2.6 million.

Pursuant to the Initial Financing Agreement, the Investors have agreed to waive certain existing and prospective defaults and events of default under the Existing Notes, including the events of default under the Existing Notes described in the Company's current report on Form 8-K filed with the SEC on November 3, 2023, and the requirement for the Company to comply with the minimum liquidity financial covenant in the Existing Notes until November 17, 2023 to provide the Company with time to raise additional liquidity through various capital raising and cost cutting initiatives and strategic transactions (the "*Strategic Plan*").

The Company is in continuing discussions concerning the Proposed Financing with the Investors. The funding contemplated by the Term Sheet is conditioned upon execution of final definitive documentation among the Company and the Investors; however there can be no assurance that the Company and the Investors will be able to negotiate definitive documentation on the terms specified in the Term Sheet or to consummate the Proposed Financing at all.

Initial Financing Agreement

The Initial Financing Agreement contains customary representations, warranties and agreements by the Company, including an agreement to indemnify the Investors against certain liabilities. The representations, warranties and covenants contained in the Initial Financing Agreement were made only for purposes of such agreement and as of specific dates, were solely for the benefit of the parties to such agreement, and may be subject to limitations agreed upon by the contracting parties.

Bridge Notes Issuance

The Bridge Notes will not be issued pursuant to an indenture. The Maturity Date is November 17, 2023 and the Bridge Notes will bear interest at 9.0% per annum payable in kind, which interest rate would increase to 15% per annum upon the existence of an Event of Default (as defined in the Notes). The Bridge Notes may be prepaid, in whole or in part, at any time without prepayment premium or penalty.

The Bridge Notes will be secured by first-priority security interests in all tangible and intangible assets, now owned and hereafter created or acquired, of the Company and its subsidiaries.

The Bridge Notes also include an additional uncommitted delayed draw term loan pursuant to which the Company may request, subject to the satisfaction or waiver of customary conditions precedent, including the satisfaction of certain performance milestones, and JMCM may make, in its sole discretion, one or more additional loans after the Closing Date and prior to the Maturity Date in an aggregate principal amount not to exceed $2.5 million (the "*Additional Bridge Notes*"). If Additional Bridge Notes are issued, JMCM will also purchase additional warrants (the "*Additional Bridge Warrants*") to purchase shares of Class A Common Stock at a purchase price of $0.125 per Additional Bridge Warrant and in an amount equal to (i) 35% percent of the additional loan amount divided by (ii) the exercise price calculated in accordance with the definition thereof in the form of Bridge Warrant attached hereto as Exhibit 4.2, which is incorporated herein by reference. Any Additional Bridge Notes or Additional Bridge Warrants issued shall have the same terms and conditions as the Bridge Notes and Bridge Warrants.

If an Event of Default under the Bridge Notes occurs, the principal amount, together with accrued interest thereon, will become immediately due and payable.

Bridge Warrant Issuance

The Bridge Warrants will be immediately exercisable upon issuance at an exercise price of $0.808 per Warrant Share, subject to certain adjustments. The exercise price of the Bridge Warrants, and the number of Warrant Shares potentially issuable upon exercise of the Bridge Warrants, will be adjusted proportionately if the Company subdivides its shares of common stock into a greater number of shares or combines its shares of common stock into a smaller number of shares.

The Bridge Notes and Bridge Warrant have not been and will not be, and any Additional Bridge Notes or Additional Bridge Warrants issued, or any securities issued in connection with the Proposed Financing will not be, registered under the Securities Act of 1933, as amended (the "*Securities Act*") or the securities laws of any other jurisdiction. The Bridge Notes, the Bridge Warrants, and any Additional Bridge Notes or Additional Bridge Warrants issued, or any securities issued in connection with the Proposed Financing may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements. The Bridge Notes and Bridge Warrants were, and will be, offered and sold to the Investors in a transaction exempt from registration under the Securities Act in reliance on Section 4(a)(2) thereof and Rule 506(b) of Regulation D thereunder. The Investors are "accredited investors," as defined in Regulation D, and are acquiring the Bridge Notes for investment only and not with a view towards, or for resale in connection with, the public sale or distribution thereof.

This Current Report on Form 8-K does not, and the exhibits attached hereto do not, constitute an offer to sell any security, including the Bridge Notes, the Bridge Warrants, any Additional Bridge Notes or Additional Bridge Warrants that may be issued, or any securities that may be issued in the Proposed Financing, nor a solicitation for an offer to purchase any security, including the Bridge Notes, the Bridge Warrants, any Additional Bridge Notes or Additional Bridge Warrants that may be issued, or any securities that may be issued in the Proposed Financing, nor shall there be any sale of the securities in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration, qualification, or exemption under the securities laws of any such jurisdiction.

The foregoing summaries of the Initial Financing Agreement, the Bridge Notes and the Bridge Warrants do not purport to be complete and are qualified in their entirety by reference to the copies of the Initial Financing Agreement, the form of Bridge Note and the form of Bridge Warrant that are filed herewith as Exhibits 10.1, 4.1 and 4.2, respectively, and each of which is incorporated herein by reference.

The statements made herein concerning the Proposed Financing include "forward-looking statements." Specific forward- forward-looking statements can be identified by the fact that they do not relate strictly to historical or current facts and can be identified by the use of, without limitation, words such as "may," "will," "expects," "believes," "anticipates," "plans," "estimates," "projects," "targets," "forecasts," "seeks," "would," "could" or the negative of such terms or other variations on such terms or comparable terminology. Similarly, statements that

describe any objectives, the Strategic Plan, the Proposed Financing, involvement of the Investors in the Proposed Financing, plans or goals are forward-looking. The forward- forward-looking statements are based on the Company's current intent, belief, expectations, estimates and projections regarding the Company, the Strategic Plan and the Proposed Financing. These statements are not guarantees of future performance and involve risks, uncertainties, assumptions and other factors that are difficult to predict and that could cause actual results to differ materially. Accordingly, readers should not rely upon forward-looking statements as a prediction of actual results and actual results may vary materially from what is expressed in or indicated by the forward-looking statements. This cautionary statement is applicable to all forward-looking statements contained herein.

Item 2.03. Creation of a Direct Financial Obligation.

The information set forth in Item 1.01 of this Current Report on Form 8-K regarding the Bridge Notes is incorporated herein by reference into this Item 2.03.

Item 3.02. Unregistered Sales of Equity Securities.

The information set forth in Item 1.01 of this Current Report on Form 8-K regarding the issuance of the Bridge Warrants is incorporated herein by reference into this Item 3.02.

The Bridge Warrants and any Warrant Shares issuable upon exercise of the Bridge Warrants (collectively, the "*Securities*") have not been, and will not be, registered under the Securities Act, or the securities laws of any other jurisdiction. The Securities were, and will be, offered and sold to the Investors in a transaction exempt from registration under the Securities Act in reliance on Section 4(a)(2) thereof and Rule 506(b) of Regulation D thereunder. The Investors are "accredited investors," as defined in Regulation D, and are acquiring the Securities for investment only and not with a view towards, or for resale in connection with, the public sale or distribution thereof. Accordingly, the Securities may not be offered or sold in the United States absent registration or an exemption from registration under the Securities Act and any applicable state securities laws.

This Current Report on Form 8-K does not, and the exhibits attached hereto do not, constitute an offer to sell any security, including the Bridge Warrants or the Warrant Shares, nor a solicitation for an offer to purchase any security, including the Bridge Warrants or the Warrant Shares, nor shall there be any sale of the securities in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration, qualification, or exemption under the securities laws of any such jurisdiction.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
4.1	Form of Secured Bridge Note.
4.2	Form of Common Stock Purchase Warrant.
10.1*	Reaffirmation Agreement and Omnibus Amendment Agreement, dated November 6, 2023, by and among Astra Space, Inc., each of the subsidiaries of Astra Space, Inc. party thereto, JMCM Holdings LLC, SherpaVentures Fund II, LP and GLAS Americas LLC, in its capacity as collateral agent.

* Non-material schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company hereby undertakes to furnish supplemental copies of any of the omitted schedules and exhibits upon request by the U.S. Securities and Exchange Commission.

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 thereunto duly authorized.

Date: November 8, 2023

Astra Space, Inc.

By: /s/ Axel Martinez
Name: Axel Martinez
Title: Chief Financial Officer

EXHIBIT 4.1

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"). THE HOLDER MAY NOT OFFER, SELL, TRANSFER, ASSIGN, PLEDGE, HYPOTHECATE, OR OTHERWISE DISPOSE OF OR ENCUMBER SUCH SECURITIES OR THE COMMON STOCK ISSUABLE UPON EXERCISE THEREOF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR PROSPECTUS UNDER THE SECURITIES ACT AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAW, RESPECTIVELY, OR WITH AN EXEMPTION FROM SUCH REGISTRATION OR PROSPECTUS REQUIREMENT.

SECURED BRIDGE NOTE

Initial Aggregate Principal Amount: $[●][1] **Date: [●]**

1. **Promise to Pay**.

FOR VALUE RECEIVED, each of the Persons listed on the signature pages hereto as a "Borrower" (individually and collectively, jointly and severally, the "Borrower") hereby unconditionally, jointly and severally promises to pay to the order of **[●]** (and together with its successors and assigns, "Lender") the aggregate principal amount of **[[●] Dollars ($[●])]** (the "Initial Advance") (or such lesser or greater principal amount owed from time to time including any Principal Increases, Delayed Draw Term Loans as may be funded from time to time pursuant to Section 3(a) and Protective Advances as may be funded from time to time pursuant to Section 3(i) (each as defined below)) (the "Principal Amount") plus all accrued interest thereon and all other obligations, fees, costs and expenses due and payable to Lender on account of a Loan (as defined below) on the Maturity Date (as defined below). Capitalized terms used in this Secured Bridge Note (as amended, amended and restated, restated, supplemented or otherwise modified, refinanced, replaced or extended from time to time, this "Note") but not defined herein shall have the meanings ascribed to such respective terms in the Existing Notes or the Omnibus Agreement, as applicable (each as defined below).

2. **Defined Terms**.

In this Note, the following terms have the meanings specified below:

(a) "Borrower" shall have the meaning ascribed to such term in Section 1 hereof.

(b) "Borrowing Period" means the period beginning on the date that the conditions precedent in Section 4 are satisfied (or waived) and ending on the earliest of (a) the Maturity Date; (b) the date on which the aggregate amount of Loans made hereunder equals the Maximum Amount; and (c) the date on which the obligations hereunder are accelerated pursuant to Section 8.

(c) "Business Day" shall have the meaning ascribed to such term in the Existing Notes.

(d) "Closing Date" means November 6, 2023.

(e) "Collateral" shall have the meaning ascribed to such term in the Security Agreement.

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[1] NTD: To be set at each Lenders' initial advance

(f) "Collateral Agent" shall have the meaning ascribed to such term in the Omnibus Agreement. As of the date of this Note, the Collateral Agent is GLAS Americas LLC, acting in such capacity.

(g) "Company" means Astra Space, Inc., a Delaware corporation.

(h) "Default Rate" means fifteen percent (15.00%) per annum.

(i) "Event of Default" shall have the meaning ascribed to such term in Section 7 hereof.

(j) "Existing Note" shall have the meaning ascribed to such term in the Omnibus Agreement.

(k) "Funding Date" means any Business Day on which a Loan is made to or on account of the Borrower under this Note.

(l) "Guarantor" shall have the meaning ascribed to such term in the Guaranty, and any such other person who shall guarantee the obligations under this Note from time to time.

(m) "Guaranty" means that certain Guaranty Agreement, of even date herewith, by each Borrower and such other signatories who subsequently join such agreement after the date hereof as "Guarantors" or as a "Borrower", for the benefit of the Collateral Agent, as the same is amended, restated, amended and restated, supplemented or otherwise modified from time to time.

(n) "Highest Lawful Rate" means the maximum lawful interest rate, if any, that at any time or from time to time may be contracted for, charged, or received under the laws applicable to Lender which are presently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum non-usurious interest rate than applicable laws now allow.

(o) "Indemnified Party" shall have the meaning ascribed to such term in Section 9 hereof.

(p) "Initial Advance" shall have the meaning ascribed to such term in Section 1 hereof.

(q) "Interest Rate" means an amount equal to nine percent (9.00%) per annum.

(r) "Interest Payment Date" shall have the meaning ascribed to such term in Section 3 hereof.

(s) "Lender" shall have the meaning ascribed to such term in Section 1 hereof.

(t) "Loan" means (i) the Initial Advance, (ii) each a Delayed Draw Term Loan and (iii) each Protective Advance made by Lender to or on account of Borrower pursuant to this Note from time to time.

(u) "Loan Request" shall have the meaning ascribed to such term in Section 4 hereof.

(v) "Maximum Amount" shall have the meaning ascribed to such term in Section 3 hereof.

(w) "Maturity Date" means the earlier of (i) November 17, 2023 or (ii) such earlier date on which the principal balance of the Loan may become due and payable upon acceleration by Lender following an Event of Default.

(x) "Minimum Amount" shall have the meaning ascribed to such term in Section 3 hereof.

(y) "Note" shall have the meaning ascribed to such term in Section 1 hereof.

(z) "Obligations" shall have the meaning ascribed to such term in the Security Agreement.

(aa) "Omnibus Agreement" means that certain Reaffirmation Agreement and Omnibus Amendment Agreement, of even date herewith, entered into by each Borrower, the Holders (as defined therein), and Collateral Agent.

(bb) "Security Agreement" means that certain Security Agreement, dated August 4, 2023, entered into by each Borrower for the benefit of the Collateral Agent (as the successor in interest to High Trail Investments ON LLC) as secured party on behalf of the Holders of Notes, as the same is amended, restated, amended and restated, supplemented or otherwise modified from time to time, including by the Omnibus Agreement.

(cc) "Tax" (and, with correlative meaning, "Taxes") means: (i) any federal, state, local or foreign net income, gross income, gross receipts, windfall profit, severance, property, production, sales, use, license, excise, franchise, employment, payroll, withholding on amounts paid to or by any person, alternative or add-on minimum, ad valorem, value-added, transfer, stamp, or environmental tax (including taxes under Section 59A of the Internal Revenue Code, as amended), escheat payments or any other tax, custom, duty, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or penalty, addition to tax or additional amount imposed by any governmental authority and (ii) any liability for the payment of amounts determined by reference to amounts described in clause (i) as a result of being or having been a member of any group of corporations that files, will file, or has filed Tax returns on a combined, consolidated or unitary basis, as a result of any obligation under any agreement or arrangement (including any Tax sharing agreement), as a result of being a transferee or successor, or otherwise.

(dd) "Transaction Documents" has the meaning ascribed to such term in the Omnibus Agreement (and shall include, for the avoidance of doubt, this Note, the Omnibus Agreement, each Loan Request, the Guaranty, and the Security Agreement).

(ee) "Warrant" means the Amendment Date Warrant (as defined in the Omnibus Agreement) executed by the Company in favor of the Lender (or its designee) on the date hereof.

3. **Note Provisions**.

(a) Term Loans.

(i) Initial Term Loans. Subject to the satisfaction (or waiver) of the conditions precedent in Section 4, and in reliance upon the representations and warranties set forth in this Note and the other Transaction Documents, Lender agrees to make an Initial Advance to Borrower on the Closing Date in an initial principal amount set forth under the header "Initial Aggregate Principal Amount" above.

(ii) Additional Uncommitted Delayed Draw Term Loan. Subject to the satisfaction (or waiver) of the terms and conditions precedent in Section 4 and in reliance upon the representations and warranties set forth in this Note and in the other Transaction Documents, the Lender may, in its sole discretion, make one or more additional delayed draw term loans on a date after the Closing Date and prior to the Maturity Date in an aggregate initial principal amount not to exceed [●] (each, an "Delayed Draw Term Loan" and collectively, the "Delayed Draw Term Loans"). For the avoidance of doubt, (i) there shall be no commitment of the Lender to make any Delayed Draw Term Loan unless and until funded and (ii) in no case shall the

amount requested or funded exceed the Maximum Amount, it being understood that any amounts so funded from time to time shall reduce dollar for dollar the amount available for borrowing.

(b) Interest. Except as otherwise set forth herein, each Loan shall bear interest on the unpaid principal amount thereof (including, for the avoidance of doubt, any Principal Increase) from the date such Loan is made to the repayment thereof (whether by acceleration or otherwise) at the Interest Rate. All interest hereunder will be calculated on the basis of a year of 360 days, and in each case will be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) Payments.

(i) Interest Payment. On the first Business Day of each calendar month after each Funding Date (each, an "Interest Payment Date"), interest on each Loan will be paid in kind and capitalized on such date by adding the accrued amount thereof to the outstanding principal balance of such Loan (any such increase, a "Principal Increase").

(ii) Principal Payment. On the Maturity Date, the unpaid aggregate principal balance of the Loans then due and owing pursuant to this Note shall be due and payable in full.

(iii) Voluntary Prepayment. Borrower shall have the right to make prepayments of the Loans, in whole or in part, at any time without prepayment premium or penalty.

(iv) Payments Generally. All payments to Lender hereunder shall be in cash in immediately available funds in U.S. dollars.

(v) Joint and Several Liability. All of the undersigned persons that are executing this Note as a "Borrower" shall be the jointly and severally for the Loans and other Obligations evidenced hereby and by the Transaction Documents when due, whether by acceleration or otherwise. To the extent that the Lender party to this Note (or any Agent or other Holder party to the Transaction Documents) not receive payments or benefits on this Note or the other Transaction Documents related hereto in the amounts and at the times required or provided by the Transaction Documents, each Borrower, jointly and severally, shall be absolutely liable to make such payments with respect to all such Loans and Obligations, on a timely basis.

(d) Unless otherwise agreed by Lender in its sole discretion, the amount of each Loan (other than any Protective Advance (as defined below)) shall be not less than $50,000 (the "Minimum Amount"). Lender shall not make a Loan if, after giving effect to the making of such Loan, the aggregate principal amount of Loans advanced would exceed $[●] (the "Maximum Amount").

(e) Lender's Account; Application of Payments; Maturity Date. All payments made hereunder shall be to the account of Lender set forth on the signature page hereto, or such other account as Lender shall designate in writing from time to time. If a payment is due on a day that is not a Business Day, such payment shall be deemed due on the next succeeding Business Day, unless there is no such Business Day in that calendar month, in which case such payment shall be due on the last Business Day of such calendar month. All payments on this Note shall be applied *first* to any fees, costs and expenses due and payable hereunder, *second* to accrued but unpaid interest, and *third* to principal. The outstanding Principal Amount of the Loans, together will all accrued, and unpaid interest thereon, shall mature on the Maturity Date. On the Maturity Date, the entire outstanding principal balance hereof, together with accrued and unpaid interest and all other sums evidenced by this Note, together with costs of collection and reasonable attorneys' fees, shall, if not sooner paid, become due and payable.

(f) Default Rate. If (a) Borrower fails to make any payment of principal or interest when due, or (b) an Event of Default occurs and is continuing, then all outstanding Loans and other Obligations hereunder and under the Transaction Documents (including any other Obligations incurred thereunder), including any Principal Amounts, interest, fees and expenses, shall thereafter bear interest at the Default Rate.

(g) Warrants. (i) In connection with the making of the Initial Advance on the Closing Date, the Borrower has authorized the issuance and sale of the Company's Class A Common Stock pursuant to the terms and conditions set forth in the Warrant and grants the Lender (or, as the context may require, a designee of the Lender) the right to purchase the Company's Class A Common Stock in the Company as more specifically set forth in the Warrant and (ii) in connection with the making of (or deeming to make) any other Loan hereunder, the Borrower will issue and sell Warrants on a pro rata basis to the Lender (or its designee) as consideration for such Loan at a purchase price of $0.125 per Warrant to purchase Company's Class A Common Stock. Such Warrants shall be issued on substantially the same terms set forth in the "Form of Amendment Date Warrant" attached as Exhibit H to the Omnibus Amendment (or on such other terms as agreed between the Company and the Lender from time to time).

(h) Guarantees; Collateral. Each Loan and other Obligations evidenced hereby shall have the same guarantees as, and be secured by the same Collateral securing, all of the other Obligations evidenced by the Transaction Documents.

(i) Protective Advances. Lender is hereby authorized by Borrower, from time to time and in Lender's sole discretion, to make Loans to, or for the benefit of, Borrower, that Lender deems necessary or desirable (1) to preserve or protect the Collateral, or any portion thereof, (2) to enhance the likelihood of repayment of the Loans or the other Obligations, (3) to satisfy any unpaid Tax and employment benefit liability of the Borrower or any of its Subsidiaries, (4) to maintain adequate insurance coverage for the Borrower or any of its Subsidiaries and (5) to pay any other amount chargeable to or required to be paid by the Borrower or any Guarantor pursuant to the terms of this Note or any other Transaction Document (the Loans described in this Section 2(j) shall be referred to as "Protective Advances"). Each Protective Advance made hereunder shall constitute a Loan and shall be entitled to the same guarantees as, and be secured by the same Collateral securing, all of the other Obligations. The amount of Protective Advances made by Lender hereunder, together with all other Loans advanced, shall not exceed the Maximum Amount.

Notwithstanding anything to the contrary contained herein, any amounts borrowed, and subsequently repaid, may not be reborrowed.

4. **Conditions Precedent**. This Note shall not become effective, and Lender will not make any Loan, until each of the following conditions precedent have been satisfied (or waived by Lender in its sole discretion):

(a) Lender shall have received a duly executed original of this Note and all conditions precedent to the effectiveness of the Omnibus Agreement have been satisfied (or waived in accordance with its terms);

(b) Except for the Initial Advance, Lender shall have received a written request for a Loan (which may be delivered via electronic mail) in form and substance of Exhibit A attached hereto (a "Loan Request") setting forth (i) the amount of such Loan requested (which shall be equal to or in excess of the Minimum Amount), (ii) the date on which such Loan is to be advanced (which shall be a Business Day and shall not be less than three (3) Business Days (or such shorter period as Lender may agree in its sole discretion) after Lender's receipt of such Loan Request), (iii) the use of proceeds from such Loan, which use of proceeds shall be acceptable to Lender in its sole discretion and (iv) such other details as Lender may reasonably request and Lender shall have approved such Loan Request in its sole discretion.

(c) All representations and warranties in Section 5 shall be true and correct in all respects.

(d) After giving effect to the Specified Waivers and Consents (as defined in the Omnibus Agreement), no Default or Event of Default then exists or would result after giving pro forma effect to the making such Loan or from the application of the proceeds thereof.

(e) Each of the Performance Milestones required to be satisfied by each applicable Performance Due Date has been satisfied (along with supporting evidence with respect thereto, in each case, in form and substance satisfactory to the Lender).

(f) After giving effect to such Loan, the aggregate principal amount of all outstanding Loans advanced does not exceed the Maximum Amount.

(g) Such other evidence, requirements or information requested by the Lender in connection with such proposed Loan.

5. **Representations**. To induce Lender to make the Loans hereunder, Borrower represents and warrants on the Closing Date and each other Funding Date as follows:

(a) After giving effect to (x) the consents, amendments, amendments and restatements, supplements and modifications contained in the Omnibus Agreement and in the other Transaction Documents to be entered into in connection with the Omnibus Agreement (including the Specified Waivers and Consents (as defined therein)) and (y) the Company Disclosure Letter, include the Effective Date Supplements (in each case, as defined in the Omnibus Agreement), each of the representations and warranties set forth in the Omnibus Agreement and in each other Transaction Document are true and correct in all material respects on and of the date of such Loan, except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties remain true and correct in all material respects as of such earlier date and, in the case of any of the foregoing, other than representations that are qualified by materiality, which are true and correct in all respects.

(b) The execution and delivery of this Note by Borrower and the performance by it of all of its obligations under this Note, the Warrant, and the other Transaction Documents have been duly approved on or prior to the date of this Note by all requisite action, and no other proceedings are necessary on the part of Borrower to authorize the execution, delivery and performance by Borrower of this Note, the Warrant and the other Transaction Documents to which it is a party.

(c) The execution, delivery and performance by Borrower of this Note, the Warrant, and the other Transaction Documents (i) does not conflict with, or result in any violation of the certificate of incorporation or by-laws (or comparable documents) of Borrower, (ii) does not contravene any law, rule, regulation, court decree or order or contractual restriction binding on or affecting Borrower or any of Borrower's property, (iii) will not result in a breach of, or entitle any party to terminate or call a default under, or result in the acceleration or required prepayment of any loan agreement, indenture, mortgage, note, lease or other agreement binding on or otherwise affecting Borrower or any of its property, and (iv) will not result in or require the creation of any lien, security interest or other encumbrance on any properties, or assets of Borrower other than pursuant to the Transaction Documents.

(d) No consent, authorization or approval or other action by, and no notice to or registration or filing with, any governmental authority or other Person is required for Borrower's due execution, delivery and performance of this Note, the Warrant, and the other Transaction Documents to which it is a party.

(e) This Note, the Warrant, and the other Transaction Documents to which it is a party have been duly executed and delivered by Borrower, and are Borrower's legal, valid and binding obligations, enforceable against Borrower in accordance with their respective terms.

6. **Covenants**. So long as the any Obligations under this Note and the other Transaction Documents remain outstanding, Borrower shall:

(a) Use the proceeds of a Loan solely for the specific use set forth in the Loan Request approved by the Lender prior to the making of such Loan and such proceeds shall not, in any event, be used in a manner that causes or might cause such credit extension or the application of such proceeds to violate Regulation T, Regulation U or Regulation X of the Federal Reserve Board or any other regulation thereof or to violate the Securities Exchange Act of 1934 or any applicable laws.

(b) Furnish promptly following Lender's request, the Borrower's financial statements and tax returns and other information regarding the Collateral, the condition or operations, financial or otherwise of the Borrower as the Lender may from time to time reasonably request.

(c) Promptly (and in any case not later than two (2) Business days after the Borrower obtains knowledge thereof) notify Lender in writing of any Event of Default, or any event or occurrence that, with the passage of time, could result in an Event of Default.

(d) (i) Preserve, renew, and maintain in full force and effect its organizational existence, and (ii) take all reasonable action to maintain all permits, licenses and franchises necessary or desirable in the normal conduct of its business, except in the case of clause (ii) where a failure to do so would not be reasonably expected to have an adverse effect on the Borrower or the Lender in any material respect.

(e) not, and it shall not permit its Subsidiaries to, establish, create, or acquire any Subsidiary unless such new Subsidiary becomes a Guarantor under the Guaranty Agreement. The Company shall cause any such Subsidiary to enter into the Guaranty Agreement and deliver to the Lender the following:

(i) a joinder agreement in respect of the Guaranty Agreement;

(ii) a certificate signed by an authorized officer of the Company making the representations and warranties in Section 5 of this Note that relate to the Company's Subsidiaries are made with respect to such new Subsidiary and the Guaranty Agreement, as applicable, as of the date of such certificate; and

(iii) an opinion of counsel satisfactory to the Lender, to the effect that the Guaranty Agreement by such Person has been duly authorized, executed and delivered and that the Guaranty Agreement constitutes the legal, valid and binding contract and agreement of such Person enforceable in accordance with its terms, except as an enforcement of such terms may be limited by bankruptcy, insolvency, fraudulent conveyance and similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

7. **Events of Default**. Borrower will be in default under this Note and an event of default shall occur if any of the following shall occur and be continuing (each an "Event of Default"):

(a) Borrower fails to pay when the same becomes due and payable at maturity, upon acceleration, or otherwise (i) any principal or interest under this Note or (ii) any other indemnity or other amount payable under this Note or any other Transaction Document, in the case of payments described in this clause (ii) within three (3) days after the applicable due date (whether by scheduled maturity, required payment, acceleration, demand or otherwise); or

(b) Any representation or warranty made by Borrower, under or in connection with any Transaction Document or certificate delivered in connection therewith is incorrect in any material respect when made or deemed made; or

(c) The making by Borrower of a general assignment for the benefit of creditors, or the filing of any petition by or against Borrower, or the commencement of any proceedings instituted by or against Borrower seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property; or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property) shall occur, or the taking of any action by Borrower to authorize any of the foregoing; or

(d) Either (i) any provision of this Note, the Warrant or any other Transaction Document shall cease to be valid and binding on or enforceable against Borrower, or Borrower shall so assert or so state in writing, (ii) the obligations of Borrower under this Note, the Warrant or the other Transaction Documents in any way become illegal, (iii) any lien granted pursuant to any Transaction Documents shall for any reason at any time cease to be a valid and perfected first priority lien on and security interest in any collateral purported to be covered thereby, (iv) any Transaction Documents or any other document related to any collateral shall for whatever reason be terminated or cease to be in full force and effect or Borrower shall take any action to discontinue or to assert the invalidity or unenforceability of any Transaction Documents or any other document related to any collateral, or (v) Lender, in good faith, deems itself insecure; or

(e) The Borrower fails to observe or comply with any of the covenants, terms, conditions or other obligations of this Note, the Warrant, or any other Transaction Document; or

(f) The occurrence of an "Event of Default" (as defined in any Existing Note or any other Note (as defined in the Omnibus Agreement)).

8. **Remedies**. Upon the occurrence of any Event of Default, the principal amount of this Note together with accrued interest thereon and all other Obligations shall become immediately due and payable, without presentment, demand, notice, protest, or other requirements of any kind (all of which are hereby expressly waived by the Borrower). Lender shall have all the rights and remedies available to Lender under law, including but not limited to, any rights and remedies available under any applicable Transaction Document in Lender's favor.

9. **Costs/Expenses; Indemnification**.

(a) Costs/Expenses. Borrower hereby agrees to pay on demand: (i) all fees, costs, and expenses (to include, without limitation, any fees, charges and disbursements of legal counsel) in connection with the (A) protection of Lender's rights hereunder and thereunder, including in connection with any workout, restructuring or negotiations in respect thereof, and (B) in connection with the custody, preservation, use or sale of, collection or other realization upon any collateral; and (ii) all costs, expenses,

Taxes, assessments and other charges incurred in connection with any filing, registration, recording or perfection of any security interest contemplated by any Transaction Document or any other document referred to therein.

(b) Indemnification. Borrower hereby agrees to indemnify and hold harmless Lender, its Affiliates and each of their partners, directors, officers, employees, agents, trustees, administrators, managers, representatives and advisors (an "Indemnified Party") from and against any and all claims, damages, losses, liabilities, costs and expenses (including, without limitation, fees, charges and disbursements of counsel for any Indemnified Party) which may be incurred by or asserted or awarded against any Indemnified Party in connection with, arising out of or by reason of (including, without limitation, in connection with) any investigation, subpoena, litigation or proceeding or preparation of a defense in connection therewith, (i) the execution or delivery of the Warrant or any Transaction Document (or any agreement or instrument contemplated hereby or thereby), the performance by the parties hereto or thereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (ii) a Loan or the use or proposed use of proceeds of any Loan, or (iii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by Borrower, and regardless of whether any Indemnified Party is a party thereto; provided that such indemnity shall not, as to any Indemnified Party, be available to the extent that such claims, damages, losses, liabilities, costs or expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted solely from the willful misconduct of the Indemnified Party. To the fullest extent permitted by applicable law, Borrower also agrees not to assert, and hereby waives, any claim against any Indemnified Party, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or otherwise relating to, this Note, the Warrant, any other Transaction Document or any agreement or instrument contemplated hereby or thereby, any of the transactions contemplated herein or therein, a Loan or the use or proposed use of the proceeds of a Loan.

(c) Withholding. All deliveries and all payments and transfers of property of any kind made to the Lender in respect of this Note shall be made in full without setoff or counterclaim, and free and clear of, and without deduction or withholding for, any Taxes except as required by Law, provided, however, that, notwithstanding anything to the contrary in this Note, if, for any reason whatsoever, the Borrower or the Lender (which, for purposes of the remainder of this Section 9(c), shall include any direct or indirect partner or member of the Lender) is required by Law to deduct or withhold any withholding Taxes from, or in respect of, any payment or sum payable to the Lender with respect to any deliveries or payments under this Note, the delivery, payment or sum deliverable or payable by the Borrower to the Lender shall be increased as may be necessary so that after making all required deductions or withholdings the Lender receives an amount equal to the sum it would have received if no deduction or withholding had been required or made and the Borrower shall pay the full amount required to be deducted or withheld by it to the relevant taxation or other authority in accordance with law. A certificate as to the amount of such payment or liability delivered to the Borrower by the Lender shall be conclusive absent manifest error.

10. **Miscellaneous**.

(a) Binding Agreement. This Note and all provisions hereof shall be binding upon Borrower and all persons claiming under or through Borrower, and shall inure to the benefit of Lender, together with its successors and assigns, including each holder from time to time of this Note. This Note is one of the "Bridge Notes" referred to in the Omnibus Agreement and the Security Agreement and is a Transaction Document.

(b) Headings. Captions and headings in this Note are for convenience only and shall be disregarded in construing it.

(c) Severability. In case any term, provision in, or obligation under this Note shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions or obligations, or of such term provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(d) Usury Savings Clause. Notwithstanding any other provision herein, the aggregate interest rate charged with respect to any of the obligations, including all charges or fees in connection therewith deemed in the nature of interest under applicable law shall not exceed the Highest Lawful Rate. If the rate of interest (determined without regard to the preceding sentence) under this Note at any time exceeds the Highest Lawful Rate, the outstanding amount of the Loans made hereunder shall bear interest at the Highest Lawful Rate until the total amount of interest due hereunder equals the amount of interest which would have been due hereunder if the stated rates of interest set forth in this Note had at all times been in effect.

(e) Extensions and Modifications. Borrower agrees that its liability shall not be affected in any manner by any indulgence, extension of time, renewal, waiver, or modification granted or consented to by Lender; and Borrower consents to any indulgences and all extensions of time, renewals, waivers, or modifications that may be granted by Lender with respect to the payment or other provisions of this Note, and to any substitution, exchange or release of any collateral, or any part thereof, with or without substitution, and agrees to the addition or release of any Borrower, endorsers, guarantors, or sureties, all whether primarily or secondarily liable, without notice to Borrower and without affecting its liability hereunder.

(f) Costs of Collection. If during the existence of an Event of Default this Note is placed in the hands of attorneys for collection or is collected through any legal proceedings, Borrower promises and agrees to pay, in addition to the principal, interest and other sums due and payable hereon, all legal expenses incurred by Lender in the collection and enforcement of this Note.

(g) Waivers. Borrower hereby waives and renounces for itself, its successors and assigns, all rights to the benefits of any statute of limitations and any moratorium, reinstatement, marshalling, forbearance, valuation, stay, extension, redemption, appraisement, or exemption and homestead laws now provided, or that may hereafter be provided, by applicable laws against the enforcement and collection of the obligations evidenced by this Note. All parties now or hereafter liable with respect to this Note, whether borrower, principal, surety, guarantor, endorsee or otherwise, hereby severally waive presentment for payment, demand, notice of nonpayment or dishonor, protest and notice of protest. No failure to accelerate the indebtedness evidenced hereby, acceptance of a past due installment following the expiration of any cure period provided by this Note, any Transaction Document, or applicable laws, or indulgences granted from time to time shall be construed (i) as a novation of this Note or as a reinstatement of the indebtedness evidenced hereby or as a waiver of the right of acceleration or of the right of Lender thereafter to insist upon strict compliance with the terms of this Note, or (ii) to prevent the exercise of the right of acceleration or any other right granted hereunder, under any of the other Transaction Documents, or by applicable laws. Borrower hereby expressly waives the benefit of any laws that would produce a result contrary to or in conflict with the foregoing.

(h) Entire Agreement. This Note and the other Transaction Documents constitute the entire understanding between the parties hereto with respect to the subject matter hereof and thereof and supersede any prior or contemporaneous agreements, written or oral, with respect thereto.

(i) Incorporation of Terms. The provisions of Section 18 (*Governing Law; Waiver of Jury Trial*), 19 (*Submission to Jurisdiction*) and 21 (*Electronic Execution*) of the Existing Note shall be incorporated into this Note as if set out in full in this Note and as if references in those sections to "this Note" are references to this Note.

(j) Further Assurances. Upon the request of the Lender, execute and deliver such further instruments and do or cause to be done such further acts as may be necessary or advisable to carry out the intent and purposes of this Note and the other Transaction Documents.

(k) Register. The Company shall maintain a register (the "Register") for the recordation of the principal amount (and stated interest) of this Note owing to the Lender (or any transferee or assign) pursuant to the terms hereof from time to time. The entries in such Register shall be conclusive absent manifest error, and prior to due presentment for registration of transfer, the person in whose name this Note is registered shall be deemed and treated as the Lender for all purposes of this Note. The Register shall be available for inspection by the Lender (and any transferee or assign), at any reasonable time and from time to time upon reasonable prior notice.

(l) Transfer of Note. Subject to Section 10(k), the Lender may make a transfer or assignment of this Note to a person by surrendering this Note to the Borrower (and accompanied by a written instrument of transfer duly executed by the Lender), together with written instructions for the issuance of one or more new notes specifying the respective principal amounts of each new note and the name and address of each transferee or assign. Within three (3) Business Days after surrender of this Note to the Borrower, the Borrower shall execute and deliver such one or more new notes in exchange for this Note, in an aggregate principal amount equal to the unpaid principal amount of this Note. Each such new note shall be payable to such person as the Lender may request and shall be substantially in the form of this Note.

THE OBLIGATIONS DUE UNDER THIS NOTE ARE SECURED BY EACH SECURITY DOCUMENT (AS DEFINED IN THE SECURITY AGREEMENT) EXECUTED IN FAVOR OF COLLATERAL AGENT, FOR THE BENEFIT OF, AMONG OTHERS, THE LENDER AND THE OTHER HOLDERS AND GUARANTEED BY THE GUARANTY AGREEMENT.

By its acceptance of this Note, the Holder agrees to be bound by the terms of the Security Agreement and the other Transaction Documents and expressly acknowledges and agrees to the provisions related to the rights, protections, exculpations and indemnification of the Collateral Agent therein.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, Borrower has executed and delivered this Note on the date first written above.

BORROWER:

ASTRA SPACE, INC.

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

By: _____
Name: Martin Attiq
Title: Chief Business Officer

ASTRA SPACE OPERATIONS, LLC

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

APOLLO FUSION, LLC

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

INDIGO SPACE, LLC

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

ASTRA SPACE PLATFORM HOLDINGS LLC

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

ASTRA SPACE PLATFORM SERVICES LLC

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

ASTRA EARTH OPERATIONS LLC

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

ASTRA SPACECRAFT ENGINES, INC.

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

ASTRA SPACE TECHNOLOGIES HOLDINGS, INC.

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

Notice Address for Borrower:

c/o Astra Space, Inc. 1900 Skyhawk Street
Alameda, CA 94501
Attention: Chris Kemp
Email address: c@astra.com

With a copy (which shall not constitute notice) to:

Cozen O'Connor P.C. 33 South Sixth Street
Suite 3800
Minneapolis, MN 55402
Attention: Katheryn A. Gettman, Esq.
Email address: kgettman@cozen.com

Lender signs below to acknowledge its consent to the terms of this Note.

[●]

By: _____
Name:
Title:

Notice Address for Lender:

[●]
[●]
[●]
Attention: [●]
Email address: [●]

With a copy (which shall not constitute notice) to:

[●]
[●]
[●]
Attention: [●]
Email address: [●]

Account for Payments: To such depositary institution and bank account as may be designated by the Lender from time to time.

EXHIBIT A

FORM OF LOAN REQUEST

_____, 2023

To: [●]
[●]
[●]
Attention: [●]
Email address: [●]

Ladies and Gentlemen:

The undersigned (individually and collectively, jointly and severally, the "Borrower"), (a) makes reference to that certain Secured Bridge Note, dated as of November 6, 2023 (as the same may be amended, restated, amended and restated, supplemented, modified or replaced, extended or refinanced from time to time, the "Note"), by and between Borrower and [●] (and together with its successors and assigns, "Lender"), and (b) hereby gives you notice that the undersigned hereby requests a Loan under the Note, and in connection therewith sets forth below the information relating to such Loan (the "Proposed Loan") as required by Section 4(b) of the Note. Capitalized terms used herein but not defined herein shall have the meanings ascribed to such respective terms in the Note, Existing Notes or the Omnibus Agreement, as applicable.

(1) The aggregate principal amount of the Proposed Loan is $[●].After giving effect to the making of such Proposed Loan, the aggregate Principal Amount of all Loans advanced under the Note shall not exceed the Maximum Amount.

(2) The borrowing date of the Proposed Loan is [●], 2023.

(3) The proceeds of the Proposed Loan are to be used for [●].

(4) The proceeds of the Proposed Loan are to be disbursed in accordance with the wire instructions set forth on Annex I attached hereto.

The undersigned certifies as of the date of this notice and as of the date the Proposed Loan is made that the conditions to the making of such Proposed Loan set forth in Section 4 of the Note have been satisfied (or waived).

[SIGNATURE PAGE FOLLOWS]

Very truly yours,

BORROWER:

ASTRA SPACE, INC.

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

By: _____
Name: Martin Attiq
Title: Chief Business Officer

ASTRA SPACE OPERATIONS, LLC

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

APOLLO FUSION, LLC

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

INDIGO SPACE, LLC

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

ASTRA SPACE PLATFORM HOLDINGS LLC

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

ASTRA SPACE PLATFORM SERVICES LLC

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

ASTRA EARTH OPERATIONS LLC

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

ASTRA SPACECRAFT ENGINES, INC.

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

ASTRA SPACE TECHNOLOGIES HOLDINGS, INC.

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

Annex I

Wire Instructions

EXHIBIT 4.2

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"). THE HOLDER MAY NOT OFFER, SELL, TRANSFER, ASSIGN, PLEDGE, HYPOTHECATE, OR OTHERWISE DISPOSE OF OR ENCUMBER SUCH SECURITIES OR THE COMMON STOCK ISSUABLE UPON EXERCISE THEREOF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR PROSPECTUS UNDER THE SECURITIES ACT AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAW, RESPECTIVELY, OR WITH AN EXEMPTION FROM SUCH REGISTRATION OR PROSPECTUS REQUIREMENT.

COMMON STOCK PURCHASE WARRANT

ASTRA SPACE, INC.

Warrant Shares: _____[1,2] Initial Exercise Date: [_____], 2023

THIS COMMON STOCK PURCHASE WARRANT (the "**Warrant**") certifies that, for value received, _____ or its assigns (the "**Holder**") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the date hereof (the "**Initial Exercise Date**") and on or prior to 5:00 p.m. (New York City time) on [_____], 2028 (the "**Termination Date**") but not thereafter, to subscribe for and purchase from Astra Space, Inc., a Delaware corporation (the "**Company**"), up to [_____] shares (as subject to adjustment hereunder, the "**Warrant Shares**") of the Company's Class A common stock, par value $0.0001 per share (the "**Common Stock**"). The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b).

1. *Definitions*. In addition to the terms defined elsewhere in this Warrant, the following terms have the meanings indicated in this Section 1:

(a) "**Affiliate**" means any Person directly or indirectly is controlled by, controlling or under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act.

(b) "**ASE Disposition**" means the sale, transfer, license, lease or other disposition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of ASE, or any sale, transfer or other disposition (in one transaction or a series of transactions) of all or substantially all of the Equity Interests of ASE to another Person (or the granting of any option or other right to do any of the foregoing).

(c) "**Bid Price**" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the bid price of the Common Stock for the time in question (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m.

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1 Number of shares issuable under this warrant will be equal (a) thirty-five percent (35%) of the principal amount of the advance; divided by (b) the exercise price as determined under Note 3.

2 Holder will pay consideration of $0.125 per warrant share.

(New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported on the Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Holders of a majority in interest of the Warrants then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

(d) "**Business Day**" means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed; *provided*, *however*, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to "stay at home", "shelter-in-place", "non-essential employee" or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in The City of New York generally are open for use by customers on such day.

(e) "**Commission**" means the United States Securities and Exchange Commission.

(f) "**Common Stock**" means the Class A common stock of the Company, par value $0.0001 per share, and any other class of securities into which such securities may hereafter be reclassified or changed.

(g) "**Common Stock Equivalents**" means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

(h) "**Equity Interest**" means, with respect to any Person, any and all shares, interests, participations or other equivalents, including preferred stock or membership interests (however designated, whether voting or non-voting), of equity of such Person, including, if such Person is a partnership, partnership interests (whether general or limited) and including, without limitation, any "equity security" (as that term is defined under Rule 405 promulgated under the Securities Act), and any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, such partnership.

(i) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(j) "**Fundamental Transaction**" means any of the following events:

(i) a "person" or "group" (within the meaning of Section 13(d)(3) of the Exchange Act), other than the Company or its Wholly-Owned Subsidiaries, or the employee benefit plans of the Company or its Wholly-Owned Subsidiaries, files any report with the Commission indicating that such person or group has become the direct or indirect "beneficial owner" (as defined below) of shares of the Company's common equity representing more than fifty percent (50%) of the voting power of all of the Company's then-outstanding common equity;

(ii) the consummation of (1) any sale, lease or other transfer, in one transaction or a series of transactions, of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to any Person (other than solely to one or more of the Company's Wholly-Owned Subsidiaries); or (2) any transaction or series of related transactions in connection with which (whether by means of merger, consolidation, share exchange, combination, reclassification, recapitalization, acquisition, liquidation or otherwise) all of the Common Stock is exchanged for, converted into, acquired for, or constitutes solely the right to receive, other securities, cash or other property (other than a subdivision or combination, or solely a change in par value, of the Common Stock or a merger or combination of one Wholly-Owned Subsidiary of the Company into another of the Company's Wholly-Owned Subsidiaries); *provided*, *however*, that any merger, consolidation, share exchange or combination of the Company pursuant to which the Persons that directly or indirectly "beneficially owned" (as defined below) all classes of the Company's common equity immediately before such transaction directly or indirectly "beneficially own," immediately after such transaction, more than fifty percent (50%) of all classes of common equity of the surviving, continuing or acquiring company or other transferee, as applicable, or the parent thereof, in substantially the same proportions vis-à-vis each other as immediately before such transaction will be deemed not to be a Fundamental Change pursuant to this clause (ii);

(iii) the Company's stockholders approve any plan or proposal for the liquidation or dissolution of the Company;

(iv) the Common Stock ceases to be listed or ceases to be traded on any Trading Market; or

(v) the consummation of an ASE Disposition.

For the purposes of this definition, (x) any transaction or event described in both clause (i) and in clause (ii) above (without regard to the proviso in clause (ii)) will be deemed to occur solely pursuant to clause (ii) above (subject to such proviso); and (y) whether a Person is a "beneficial owner" and whether shares are "beneficially owned" will be determined in accordance with Rule 13d-3 under the Exchange Act.

(k) "**Parent Entity**" of a Person means an entity that, directly or indirectly, controls the applicable Person, or, if there is more than one such Person or such entity, the Person or such entity designated by the Holder or in the absence of such designation, such Person or entity with the largest public market capitalization as of the date of consummation of the Fundamental Transaction.

(l) "**Person**" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

(m) "**Reaffirmation Agreement**" means the Reaffirmation Agreement and Omnibus Amendment between the Company, the Holder and other parties thereto, dated the date hereof.

(n) "**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(o) "**Successor Entity**" means one or more Person or Persons formed by, resulting from or surviving any Fundamental Transaction or one or more Person or Persons with which such Fundamental Transaction shall have been entered into, or in each, case the resulting Parent Entity.

(p) "**Trading Day**" means any weekday on which the Trading Market is open for trading. If the Common Stock is not listed or admitted for trading, "**Trading Day**" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in New York City are authorized or required by law or other governmental action to close.

(q) "**Trading Market**" means the Nasdaq Capital Market and any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Global Select Market, the Nasdaq Global Market, the New York Stock Exchange, OTCQB or OTCQX (or any successors to any of the foregoing).

(r) "**Transfer Agent**" means Continental Stock Transfer & Trust Company, Inc., the current transfer agent of the Company, located at [Address], and any successor transfer agent of the Company.

(s) "**VWAP**" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported on the Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent Bid Price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the holders of a majority in interest of the Warrants then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

(t) "**Warrant Agent**" means initially the Company, but upon ten (10) days' notice to the Holder, the Company may appoint a new warrant agent. Any corporation into which the Company or any new warrant agent may be merged or any corporation resulting from any consolidation to which the Company or any new warrant agent shall be a party or any corporation to which the Company or any new warrant agent transfers substantially all of its corporate trust or shareholders services business shall be a successor warrant agent under this Warrant without any further act. Any such successor warrant agent shall promptly cause notice of its succession as warrant agent to be mailed (by first class mail, postage prepaid) to the Holder at the Holder's last address as shown on the Warrant Register.

(u) "**Warrants**" means this Warrant and the other Common Stock purchase warrants issued by the Company pursuant to the [Reaffirmation Agreement].

(v) "**Wholly-Owned Subsidiary**" of a Person means any Subsidiary of such Person all of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares) are owned by such Person or one or more Wholly-Owned Subsidiaries of such Person.

2. *Exercise*.

(a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company of a duly executed e-mail attachment of the Notice of Exercise in the form annexed hereto (the "**Notice of Exercise**"). Within the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined in Section 2(d)(i) herein) following the date of exercise as aforesaid, the Holder shall deliver the aggregate Exercise Price for the shares specified in the applicable Notice of Exercise by wire transfer unless the cashless exercise procedure specified in Section 2(c) below is specified in the applicable Notice of Exercise. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days of the date on which the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within two (2) Business Days of receipt of such notice. **The Holder and any permitted assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

(b) Exercise Price. The exercise price per share of Common Stock under this Warrant shall be $[_____][3], subject to adjustment hereunder (the "**Exercise Price**").

(c) Cashless Exercise. Notwithstanding anything to the contrary set forth herein, this Warrant may also be exercised, in whole or in part, at such time by means of a "cashless exercise" in which the Holder shall be entitled to receive a number of Warrant Shares equal to the quotient obtained by dividing [(A-B) (X)] by (A), where:

[3] Shall be equal to the lower of (i) the Nasdaq Official Closing Price (as reflected on Nasdaq.com) immediately preceding the signing of the binding agreement; or (ii) the average Nasdaq Official Closing Price of the common stock (as reflected on Nasdaq.com) for the five trading days immediately preceding the signing of the binding agreement, in order to comply with Nasdaq Rule 5635.

(A) = as applicable: (i) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise if such Notice of Exercise is (1) both executed and delivered pursuant to Section 2(a) hereof on a day that is not a Trading Day or (2) both executed and delivered pursuant to Section 2(a) hereof on a Trading Day prior to the opening of "regular trading hours" (as defined in Rule 600(b) of Regulation NMS promulgated under the federal securities laws) on such Trading Day, (ii) at the option of the Holder, either (y) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise or (z) the Bid Price of the Common Stock on the principal Trading Market as reported by Bloomberg L.P. ("**Bloomberg**") as of the time of the Holder's execution of the applicable Notice of Exercise if such Notice of Exercise is executed during "regular trading hours" on a Trading Day and is delivered within two (2) hours thereafter (including until two (2) hours after the close of "regular trading hours" on a Trading Day) pursuant to Section 2(a) hereof or (iii) the VWAP on the date of the applicable Notice of Exercise if the date of such Notice of Exercise is a Trading Day and such Notice of Exercise is both executed and delivered pursuant to Section 2(a) hereof after the close of "regular trading hours" on such Trading Day;

(B) = the Exercise Price of this Warrant, as adjusted hereunder; and

(X) = the number of Warrant Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

(d) Mechanics of Exercise.

(i) Delivery of Warrant Shares Upon Exercise. The Company shall cause the Warrant Shares purchased hereunder to be transmitted by the Transfer Agent to the Holder by crediting the account of the Holder's or its designee's balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system ("**DWAC**") if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Warrant Shares to or resale of the Warrant Shares by Holder or (B) the Warrant Shares are eligible for resale by the Holder without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144 promulgated under the Securities Act ("**Rule 144**") (assuming cashless exercise of the Warrant), and otherwise by physical delivery of a certificate, registered in the Company's share register in the name of the Holder or its designee, for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the address specified by the Holder in the Notice of Exercise by the date that is the earliest of (i) two (2) Trading Days after the delivery to the Company of the Notice of Exercise, (ii) one (1) Trading Day after delivery of the aggregate Exercise Price (other than in the case of a cashless exercise) to the Company and (iii) the number of Trading Days comprising the Standard Settlement Period after the delivery to the Company of the Notice of Exercise (such date, the "**Warrant Share Delivery Date**"). Upon delivery of the Notice of Exercise, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the Warrant Shares, *provided* that payment of the aggregate Exercise Price (other than in the case of a cashless exercise) is received within the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period following delivery of the Notice of Exercise. If the Company fails for any reason

to deliver to the Holder the Warrant Shares subject to a Notice of Exercise by the Warrant Share Delivery Date, the Company shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each $1,000 of Warrant Shares subject to such exercise (based on the VWAP of the Common Stock on the date of the applicable Notice of Exercise), $10 per Trading Day (increasing to $20 per Trading Day on the fifth Trading Day after such liquidated damages begin to accrue) for each Trading Day after such Warrant Share Delivery Date until such Warrant Shares are delivered or Holder rescinds such exercise. The Company agrees to maintain a transfer agent that is a participant in the FAST program so long as this Warrant remains outstanding and exercisable. As used herein, "**Standard Settlement Period**" means the standard settlement period, expressed in a number of Trading Days, on the Company's primary Trading Market with respect to the Common Stock as in effect on the date of delivery of the Notice of Exercise.

(ii) Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

(iii) Rescission Rights. If the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares pursuant to Section 2(d)(i) by the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise by providing the Company with written notice of rescission.

(iv) No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the fair market value of one Warrant Share or round down to the nearest whole share.

(v) Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; *provided*, *however*, that in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Warrant Shares.

(vi) Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

(e) Holder's Exercise Limitations. The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise to the extent that immediately prior to or after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, any other Persons acting as a group together with the Holder or any of the Holder's Affiliates, and any other Persons whose beneficial ownership of the Common Stock would or could be aggregated with the Holders and the other foregoing Persons for purposes of Section 13(d) or Section 16 of the Exchange Act (such Persons, "**Attribution Parties**")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Attribution Parties shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Common Stock Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Attribution Parties. In the event that any Warrant Shares are not delivered to the Holder on account of the provisions of this Section 2(e) when due, the Company's obligation to deliver such Warrant Shares shall not be extinguished and the Company shall deliver such Warrant Shares at such time as the Holder notifies the Company that the delivery of such Warrant Shares would not cause the ownership of Common Stock by the Holder together with its Attribution Parties to exceed the Beneficial Ownership Limitation. Except as set forth in the preceding sentence, for purposes of this Section 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(e) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Attribution Parties) and of which portion of this Warrant is exercisable shall be the sole responsibility of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of the exercisability of this Warrant (in relation to other securities owned by the Holder together with any Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination and shall have no liability for exercises of this Warrant that are not in compliance with the Beneficial Ownership Limitation (other than to the extent that information on the number of outstanding shares of Common Stock of the Company is provided by the Company and relied upon by the Holder), *provided* that any exercise of this Warrant and issuance of Common Stock in excess of the applicable Beneficial Ownership Limitation shall be null and void. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder and the Company shall have no obligation to verify or confirm the accuracy of such determination and shall have no liability for purported exercises of this Warrant that are not in compliance with the Beneficial Ownership Limitation. For purposes of this Section 2(e), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may

be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within one Trading Day confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "**Beneficial Ownership Limitation**" shall be [9.99%][19.99%][4] of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of this Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(e), *provided* that the Beneficial Ownership Limitation in no event exceeds 19.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon exercise of this Warrant held by the Holder and the provisions of this Section 2(e) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant. For purposes of clarity, the shares of Common Stock issuable pursuant to the terms of this Warrant in excess of the Beneficial Ownership Limitation shall not be deemed to be beneficially owned by the Holder for any purpose including for purposes of Section 13(d) of the Exchange Act or Rule 16a-1(a)(1) promulgated under the Exchange Act.

3. *Certain Adjustments.*

(a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

[4] Each Holder to elect one of these caps prior to closing.

(b) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 3(a) above, if at any time the Company grants, issues or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of Common Stock (the "**Purchase Rights**"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, that, to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

(c) Pro Rata Distributions. During such time as this Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) other than dividends, distributions or adjustments subject to Sections 3(a) and 3(b) (a "**Distribution**") and other than a reclassification as to which Section 3(d) applies, then in each such case, at any time after the issuance of this Warrant the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (*provided*, *however*, to the extent that the Holder's right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

(d) Fundamental Transactions.

(i) If, at any time while this Warrant is outstanding, a Fundamental Transaction occurs, then following such Fundamental Transaction the Holder shall have the right to receive, upon exercise of this Warrant at any time prior to the Termination Date, the same amount and kind of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of the number of Warrant Shares then issuable upon exercise in full of this Warrant without regard to any limitations on exercise contained herein (the "**Alternate**

Consideration"). The Company shall not effect any Fundamental Transaction in which the Company is not the surviving entity or the Alternate Consideration includes securities of another Person unless (i) the Alternate Consideration is solely cash and the Company provides for the simultaneous "cashless exercise" of this Warrant pursuant to Section 2 above or (ii) prior to or simultaneously with the consummation thereof, any successor to the Company, surviving entity or other Person (including any purchaser of assets of the Company) shall assume the obligation to deliver to the Holder such Alternate Consideration as, in accordance with the foregoing provisions, the Holder may be entitled to receive, and the other obligations under this Warrant. The provisions of this paragraph (d)(i) shall similarly apply to subsequent transactions analogous of a Fundamental Transaction type.

(ii) Notwithstanding the foregoing and the provisions of Section 3(d)(1), in the event of a Fundamental Transaction that is (1) an all cash transaction, (2) a "Rule 13e-3 transaction" as defined in Rule 13e-3 under the Exchange Act, or (3) a Fundamental Transaction involving a person or entity not traded on a national securities exchange, including, but not limited to, the Nasdaq Global Select Market, the Nasdaq Global Market, the Nasdaq Capital Market, the New York Stock Exchange, or the NYSE American, the Company or any Successor Entity shall, at the option of the Holder, exercisable at any time concurrently with, or within 30 days after, the consummation of the Fundamental Transaction, purchase this Warrant from the Holder by paying to the holder an amount of cash equal to the Black-Scholes Value of the remaining unexercised portion of this Warrant on the date of the consummation of such Fundamental Transaction; provided, however, if the Fundamental Transaction is not within the Company's control, including not approved by the Company's Board of Directors, the Holder shall only be entitled to receive from the Company or any Successor Entity, as of the date of consummation of such Fundamental Transaction, the same type or form of consideration (and in the same proportion), at the Black-Scholes Value of the unexercised portion of this Warrant, that is being offered and paid to the holders of Common Stock in connection with such Fundamental Transaction, whether that consideration be in the form of cash, stock or any combination thereof, or whether the holders of Common Stock are given the choice to receive from among alternative forms of consideration in connection with such Fundamental Transaction.

(e) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding. Notwithstanding the foregoing, in no event may the Exercise Price be adjusted below the par value of the Common Stock then in effect.

(f) Notice to Holder.

(i) Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly deliver to the Holder by facsimile or email a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment.

(ii) Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered by facsimile or email to the Holder at its last facsimile number or email address as it shall appear upon the Warrant Register of the Company, at least 10 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; *provided* that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided in this Warrant constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission on a Current Report on Form 8-K. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

4. *Transfer of Warrant.*

(a) Transferability. The Holder may transfer or assign this Warrant, provided that such transfer must be effected in compliance with applicable United States federal and states securities laws and the terms and conditions of this Warrant. Upon transfer, the Holder shall surrender this Warrant at the principal office of the Company or its designated agent, and provide a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within three (3) Trading Days of the date on which the Holder delivers an assignment form to the Company assigning this Warrant in full. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

(b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the Initial Exercise Date and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

(c) Warrant Register. The Warrant Agent shall register this Warrant, upon records to be maintained by the Warrant Agent for that purpose (the "**Warrant Register**"), in the name of the record Holder hereof from time to time. The Company and the Warrant Agent may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

(d) Transfer Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered pursuant to an effective registration statement under the Securities Act or eligible for resale without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144, will have restrictions upon resale imposed by state and federal securities laws and such Warrant Shares will be imprinted with the following legend:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THE HOLDER MAY NOT OFFER, SELL, TRANSFER, ASSIGN, PLEDGE, HYPOTHECATE, OR OTHERWISE DISPOSE OF OR ENCUMBER SUCH SECURITIES EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR PROSPECTUS UNDER THE SECURITIES ACT AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAW, RESPECTIVELY, OR WITH AN EXEMPTION FROM SUCH REGISTRATION OR PROSPECTUS REQUIREMENT.

(e) Representation by Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act.

5. *Miscellaneous.*

(a) No Rights as Stockholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i), except as expressly set forth in Section 3. Without limiting any rights of a Holder to receive Warrant Shares on a "cashless exercise" pursuant to Section 2(c) or to receive cash payments pursuant to Section 2(d)(i) and Section 2(d)(iv) herein, in no event shall the Company be required to net cash settle an exercise of this Warrant.

(b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

(c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then, such action may be taken or such right may be exercised on the next succeeding Business Day.

(d) Authorized Shares. The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The failure of the Company to reserve and keep available out of the aggregate of its authorized but unissued and otherwise unreserved Common Stock a sufficient number of shares of Common Stock to enable it to issue Warrant Shares upon exercise of this Warrant as herein provided is referred to herein as an "**Authorized Share Failure**." The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue). The Company further covenants that it will not, without the prior written consent of the Holder, take any actions to increase the par value of the Common Stock at any time while this Warrant is outstanding. In furtherance of the Company's obligations set forth in this Section 8, as soon as practicable after the date of the occurrence of an Authorized Share Failure, but in no event later than ninety (90) days after the occurrence of such Authorized Share Failure, the Company shall hold a meeting of its stockholders for the approval of an increase in the number of authorized shares of Common Stock. In connection with such meeting, the Company shall provide each stockholder with a proxy statement and shall use its reasonable best efforts to solicit its stockholders' approval of such increase in authorized shares of Common Stock and to cause its board of directors to recommend to the stockholders that they approve such proposal. Notwithstanding the foregoing, if at any such time of an Authorized Share Failure, the Company is able to obtain the written consent of a majority of the shares of its issued and outstanding shares of Common Stock to approve the increase in the number of authorized shares of Common Stock, the Company may satisfy this obligation by obtaining such consent and submitting for filing with the Commission an Information Statement on Schedule 14C.

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

In connection with any action which results in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall use commercially reasonable efforts to obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

(e) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by this Warrant (whether brought against a party hereto or their respective affiliates, directors, officers, stockholders, partners, members, employees or agents) shall be commenced exclusively in the Court of Chancery of the State of Delaware. Each party hereby irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Warrant and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If either party shall commence an action, suit or proceeding to enforce any provisions of this Warrant, the prevailing party in such action, suit or proceeding shall be reimbursed by the other party for their reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding. **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS WARRANT**.

(f) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies.

(g) Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder including, without limitation, any Notice of Exercise, shall be in writing and delivered personally, or via e-mail, or sent by a nationally recognized overnight courier service, addressed to the Company, at 1900 Skyhawk St., Alameda, California 94501, Attention: Legal, e-mail address: legal@astra.com, or such other e-mail address or addresses as the Company may specify for such purposes by notice to the Holder. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by facsimile or e-mail, or sent by a nationally recognized overnight courier service addressed to each Holder at the e-mail address or address of such Holder appearing on the books of the Company. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via e-mail at the e-mail addresses set forth in this Section prior to 5:30 p.m. (New York City time) on any date, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via e-mail at the e-mail addresses set forth in this Section on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given. Without limiting any other provision of this Warrant, if the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

(h) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

(i) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

(j) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

(k) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company, on the one hand, and the Holder or the beneficial owner of this Warrant, on the other hand.

(l) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

(m) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed by its authorized officers as of the date hereof.

ASTRA SPACE, INC.

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

By: _____
Name: Martin Attiq
Title: Chief Business Officer

[Signature Page to Common Warrant]

NOTICE OF EXERCISE

TO: ASTRA SPACE, INC.

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of (check applicable box):

☐ in lawful money of the United States; or

☐ the cancellation of such number of Warrant Shares as is necessary, in accordance with the formula set forth in subsection 2(c), to exercise this Warrant with respect to the maximum number of Warrant Shares purchasable pursuant to the cashless exercise procedure set forth in subsection 2(c).

(3) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below:

(4) The time of day this Notice of Exercise is being executed is:

Provided that the Warrant Shares are registered for resale on an effective registration statement or are eligible for resale without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144, the Warrant Shares shall be delivered to the following DWAC Account Number:

_____

_____

_____

[SIGNATURE OF HOLDER]

Name of Investing Entity: _____

Signature of Authorized Signatory of Investing Entity: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date:

ASSIGNMENT FORM

(*To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.*)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to _____, a[/n] [Affiliate] [successor] of the Holder.

Name: _____
(Please Print)

Address: _____
(Please Print)

Phone Number: _____

Email Address: _____

Dated: _____ ____, _____

Holder's Signature:

Holder's Address:

EXHIBIT 10.1

REAFFIRMATION AGREEMENT AND OMNIBUS AMENDMENT AGREEMENT

This Reaffirmation Agreement and Omnibus Amendment Agreement (this "**Agreement**") is dated as of November 6, 2023 (the "**Effective Date**") and entered into by **ASTRA SPACE, INC**., a Delaware corporation ("**Company**"), each of the Subsidiaries of the Company listed on the signature pages hereto (together with the Company and each other Subsidiary of the Company from time to time, collectively, the "**Note Parties**" and each a "**Note Party**"), each of the undersigned Holders of the Notes (constituting all of the Holders of the Notes as of the date of this Agreement) (the "**Holders**") and **GLAS AMERICAS LLC (**"**GLAS**"**)**, in its capacity as collateral agent for itself and the Holders (in such capacity, together with its successors and assigns in such capacity, the "**Collateral Agent**" or the "**Agent**").

WHEREAS, the Note Parties have previously entered into certain transaction documents including (a) (i) that certain Securities Purchase Agreement, dated as of August 4, 2023, by and among the Holders (as successors in interest to High Trail Investments ON LLC as the former Buyer and Holder, "**High Trail**") and the Company (as the same has been amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the Effective Time (as defined below), the "**Original Purchase Agreement**" and as the same is further amended, restated, amended and restated, supplemented or otherwise modified by this Agreement, the "**Purchase Agreement**"); (ii) each of the Senior Secured Notes due 2024 issued by the Company to the Holders (as successors in interest to High Trail) (as the same has been amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the Effective Time, each an "**Existing Note**"); (iii) that certain Warrant to Purchase Common Stock dated August 4, 2023 issued by Company to the Holders (as successors in interest to High Trail) (as the same has been amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the Effective Time, the "**Existing Warrant**"); (iv) that certain Security Agreement, dated August 4, 2023, entered into by the Company and each of the other Note Parties for the benefit of the Collateral Agent (as the successor in interest to High Trail) in its capacity as prior collateral agent (in such capacity, the "**Prior Collateral Agent**") as secured party on behalf of the Holders of Notes (as the same has been amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the Effective Time, the "**Original Security Agreement**" and as the same is further amended, restated, amended and restated, supplemented or otherwise modified by this Agreement, the "**Security Agreement**"); and (v) that certain Intellectual Property Security Agreement, dated August 4, 2023, entered into by the Company and each of the other Note Parties for the benefit of the Collateral Agent (as the successor in interest to High Trail) in its capacity as Secured Party on behalf of the Holders (as the same has been amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the Effective Time, the "**Original IP Security Agreement**" and as the same is further amended, restated, amended and restated, supplemented or otherwise modified by this Agreement, the "**IP Security Agreement**" and together with the documents described in clauses (i), (ii), (iv) and (v) above and the other Transaction Documents (as defined in the Original Purchase Agreement), the "**Existing Transaction Documents**" and each, an "**Existing Transaction Document**"); and (b) in connection with the sale of the Existing Notes by High Trail (in such capacity, the "**Prior Holder**") to the Holders, the sale of the Existing Warrant to JMCM Holdings LLC ("**JMCM**") and the transfer of Prior Holder's interests in the Existing Transaction Documents specified in the High Trail Purchase Agreement referred to below to the Holders and the transfer of all of Prior Collateral Agent's interests in the Existing Transaction Documents to

the Agent and in order to document certain technical amendments to the Existing Transaction Documents in order to facilitate such transactions (the "**Sale and Purchase Transactions**"), (w) the Prior Holder and the Holders entered into that certain Securities Purchase and Sale Agreement dated as of the date hereof ("**High Trail Purchase Agreement**"), High Trail in its capacities as Prior Holder and Prior Collateral Agent, the Holders, the Note Parties and the Agent entered into that certain Resignation and Assignment Agreement dated as of the date hereof (the "**Agent Assignment and Resignation Agreement** and (z) High Trail, in its capacities as Prior Holder and Prior Collateral Agent, has delivered or will deliver the Existing Notes, possessory collateral, assignment agreements, intellectual property assignment agreements, UCC-3 financing statements and other documents described in the Agent Assignment and Resignation Agreement prior to the Effective Time or as the context may require, within the time periods noted in Exhibit F hereto (clauses (w)-(z) collectively, the "**Sale and Purchase Documents**" and each, a "**Sale and Purchase Document**") and are entering into this Agreement to effectuate such changes.

WHEREAS, each of the Note Parties acknowledges and agrees that, as of the Effective Time, the outstanding principal, accrued but unpaid interest, and outstanding fees and expenses with respect to each Existing Note are in the amounts set forth on Schedule 4.

WHEREAS, at the request of the Note Parties, the Holders are entering into this Agreement and the Sale and Purchase Transactions in order to document their agreement (i) to waive (A) certain existing and prospective Defaults and Events of Default set forth on Schedule 3 (the "**Specified Defaults**") and (B) the requirement for the Company to comply with the minimum liquidity financial covenant set forth in Section 8(J)(i) of the Existing Notes during the period from the Effective Time until November 17, 2023 (or such later date as the Required Holders may agree in writing (including, for the avoidance of doubt, via e-mail) in their sole discretion) (the period from the Effective Date to and including such date as may be so extended by the Required Holders, the "**Liquidity Period**") and (ii) to provide the Note Parties with certain other financing and covenant relief as more fully described herein in order to provide the Note Parties with additional capital and more time to reposition, recapitalize and raise additional financing for their business through various capital raising and cost cutting initiatives and strategic transactions (the "**Strategic Plan**"). In connection therewith:

(A) the Company has agreed to exchange (i) the Existing Notes and deliver to each of the Holders a replacement note substantially in a form agreed upon by the Holders reflecting such Holder's portion of the Notes purchased by such Holder and other changes required in connection with this Agreement and as may be agreed with the Holders (each, a "**Replacement Note**" and, collectively, the "**Replacement Notes**") and (ii) the Existing Warrant and deliver to JMCM as replacement warrant substantially in the same form of the Existing Warrant reflecting JMCM's name thereon and such other changes as may be agreed with JMCM ("**JMCM Warrants**");

(B) the Holders have agreed to appoint GLAS as Collateral Agent for the purposes of the Transaction Documents and the Company and Holders have agreed to make certain other amendments to the Security Agreement and certain other Existing Transaction Documents specified herein;

(C) the Note Parties have agreed to:

(i) issue one or more secured bridge notes substantially in the form attached as Exhibit G (the "**Bridge Notes**" and, together with the Existing Notes and the Replacement Notes, in each case, as the same may be amended, amended and restated, restated, supplemented or otherwise modified, exchanged or extended from time to time, the "**Notes**" and each, a "**Note**") along with warrants substantially in the form attached as Exhibit H (the "**Amendment Date Warrants**", and each, an "**Amendment Date Warrant**") to the Holders, and the Holders have agreed to buy Bridge Notes and Amendment Date Warrants at the Effective Time on the terms and conditions set forth herein and therein, and in the amounts set forth therein,in order to provide the Note Parties with additional funding to the Note Parties on a short term bridge basis in order to pay certain transaction expenses associated with this Agreement, the Sale and Purchase Transactions and the implementation of the Strategic Plan;

(ii) amend and restate the existing Intercompany Subordinated Demand Promissory Note dated as of August 4, 2023 on the terms set forth in the Amended and Restated Master Intercompany Note substantially in the form attached as Exhibit I hereto (the "**Master Intercompany Note**") and pledge and deliver the Master Intercompany Note and the related allonge to the Agent as collateral security for the Obligations;

(iii) enter into that certain Guaranty Agreement substantially in the form of Exhibit J (the "**Guaranty Agreement**") for the benefit of the Agent and the Holders to guarantee the obligations under the Bridge Notes and the Transaction Documents (as defined below);

(iv) reaffirm the Liens, Indebtedness and continuing Obligations (as defined in the Security Agreement) under the Transaction Documents and confirm that the Obligations include obligations due and owing under the Notes and Guaranty Agreement along with all of the other Transaction Documents;

(v) to cooperate in providing due diligence and other information in order to facilitate a financing or other debt or equity financing transaction on substantially the same economic terms as those described in that certain term sheet entered into on October 19, 2023 (https://www.sec.gov/ix?doc=/Archives/edgar/data/1814329/000119312523260376/d504094d8k.htm) (the "**October Term Sheet**"); and

(vi) to meet other Strategic Plan milestones described on Exhibit D hereto (the "**Performance Milestones**" and each, a "**Performance Milestone**")

(the foregoing transactions, the "**Note Amendment and Strategic Transactions**" and this Agreement together with other related documents effectuating the Note Amendment and Strategic Transactions described herein, collectively, the "**Note Transaction Documents**" and each a "**Note Amendment Transaction Document**" and the Existing Transaction Documents as amended hereby and thereby, together with Company Disclosure Letter (as defined below), collectively, the "**Transaction Documents**" and each, a "**Transaction Document**").

WHEREAS, each of the Holders, the Agent and the Note Parties have agreed to amend, the other Existing Transaction Documents and enter the Transaction Documents as more specifically set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Defined Terms; Incorporation of Recitals**.

1.1 Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement or, if not defined therein, in the Notes or as the context may require, the Security Agreement.

1.2 The matters recited above are hereby incorporated into and made part of this Agreement as if fully set forth herein.

1.3 The definitions of terms herein and the other Transaction Documents: (i) shall apply equally to the singular and plural forms of the terms defined; (ii) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation;" (iii) the word "will" shall be construed to have the same meaning and effect as the word "shall;" and (iv) unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented, extended or otherwise modified (subject to any restrictions on such amendments, restatements, supplements, extensions or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and any other Transaction Document and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

2. **Appointment.** Pursuant to the Agent Assignment and Resignation Agreement, the Holders appointed GLAS as successor Collateral Agent under the Security Agreement, each Note and the other Transaction Documents and the Company agreed, at the Company's sole cost and expense, to execute and deliver all documents necessary or appropriate to evidence such appointment and take any and all such actions as the Holders or the Successor Agent may reasonably request to evidence the assignment of the Liens on the Collateral or to otherwise effectuate the intent and purposes of this Agreement and the Sale and Purchase Documents.

3. **Limited Waiver and Consent**. The Company requested and the Holders have agreed to waive (i) the Specified Defaults and (ii) the requirement for the Company to comply with the minimum liquidity financial covenant set forth in Section 8(J)(i) of the Existing Notes until the last day of the Liquidity Period (the "**Specified Waivers and Consents**"). This limited waiver and consent shall be limited precisely as written and no other terms, covenants or provisions of the Notes, the Purchase Agreement or any other Transaction Document are intended to be waived, amended or otherwise effected hereby. The Specified Waivers and Consents shall relate solely to the Specified Defaults described above in the manner they exist on or prior to the date hereof and not to any other change in facts or circumstances occurring after the date hereof, or to any other Defaults or Events of Default now existing or occurring after the date hereof or any other violation of any provision of the Notes or any other Transaction Document, and shall not in any way or manner restrict the Agent or any Holder from exercising any rights or remedies they may have with respect to any other Default or Event of Default (including, for the avoidance of doubt, any Default or Event of Default existing as of the date hereof which is not one of the Specified Defaults as expressly enumerated above and conditioned in this Section 3) at any time in respect of the Notes or any other Transaction Document. Nothing in this Agreement shall be deemed to: (a) constitute a waiver of compliance by any Note Party with respect to any other term, provision or condition of the Notes or any other Transaction Document, or any other instrument or agreement referred to therein; or (b) create any course of dealing or otherwise impair or prejudice any right or remedy that the Agent or any other Holder may now have or may have in the future under or in connection with the Notes or any other Transaction Document, or any other instrument or agreement referred to therein, with respect to any matter other than those specifically and expressly waived and consented to in this Section 3.

4. **Amendments to Purchase Agreement, Notes, Security Agreement and other Transaction Documents**. Effective as of the Effective Date and at the Effective Time and substantially concurrently with giving effect to the consummation of the Sale and Purchase Transactions and the issuance of the Bridge Notes:

4.1 Amendments to the Original Purchase Agreement:

(i) The Original Purchase Agreement is hereby amended to delete Section 9(t) in its entirety.

(ii) The parties hereto hereby agree that, upon the effectiveness of the amendments set forth in this Section 4, the Collateral Agent shall no longer be a party to and shall have no obligations under the Purchase Agreement, and that the Collateral Agent shall be an express third party beneficiary of the Purchase Agreement.

4.2 Amendments to the Original Security Agreement:

(i) The Original Security Agreement is hereby amended in the manner set forth in Schedule 1 hereto.

(ii) Each of the undersigned Note Parties in their capacity as "Grantors" under the Security Agreement hereby pledges, mortgages, assigns by way of security, charges, delivers, grants and transfers to the Collateral Agent, for the benefit of the Collateral Agent and the Holders, a first priority (subject to Permitted Liens) security interest in and continuing Lien on all of its right, title and interest in, to and under the Collateral listed on Exhibit B hereto. On and after the Effective Time references in the Security Agreement and in the other Transaction Document to the Schedules to the Security Agreement shall mean and be references to Security Agreement Schedules as supplemented by Exhibit B hereto.

(iii) Each of the Holders hereby agrees that, upon the effectiveness of the amendments set forth in this Section 4, each Holder (and each of its assignees and transferees) shall be deemed to be a party to the Security Agreement as if it were directly a signatory thereto and agrees to all of the terms of the Security Agreement (including, without limitation, the rights, protections, immunities and indemnities of the Secured Party therein, including in Section 6.12 of the Security Agreement). In connection with any transfer of a Note, each Holder shall cause any Person to whom it transfers such Note to agree that such transferee shall be deemed to be a party to the Security Agreement as if it were directly a signatory thereto and agrees to all of the terms of the Security Agreement.

4.3 Each reference in the Purchase Agreement, each Note and the other Transaction Documents to: (i) "this Agreement", "the Securities Purchase Agreement", "the Purchase Agreement", a "Security Agreement", a "Intellectual Property Security Agreement" or words of like import shall mean and be references to the applicable Transaction Documents as amended

hereby and/or, as the context may require, the applicable Transaction Document, in each case, as amended, restated, amended and restated, supplemented or otherwise modified or replaced by this Agreement and the other Note Amendment Transaction Documents entered into in connection herewith; (ii) "Secured Party", "Collateral Agent" and "Agent" or other similar words shall mean and be references to GLAS as Collateral Agent; it being understood and agreed that the Collateral Agent shall be the same capacity as the "Secured Party" described in the Security Agreement; (iii) any "Note Document" or "Transaction Document" or words of like import shall refer to this Agreement, the Purchase Agreement or each Note, Security Document, Guarantee and/or Transaction Document, each as amended pursuant to this Agreement and the other Note Amendment Transaction Documents entered into in connection herewith (including without limitation, the Guaranty Agreement, each of the Bridge Notes, Amendment Date Warrants, the Master Intercompany Note and related allonge and the Agency Fee Letter (as defined below)), in each case, as amended, restated, amended and restated, supplemented or otherwise modified by this Agreement; (iv) "the Notes" and other words of like import shall mean and be references to the Existing Notes issued and outstanding under the Transactions Documents as replaced by the Replacement Notes, as well as, any Bridge Notes; provided however for purposes of the Purchase Agreement references to Notes shall not include any Bridge Notes (but references in the Purchase Agreement to Note Documents and Transaction Documents shall include and be references to Bridge Notes); (v) "Obligations" and other words of like import shall mean and be references to the Obligations of the Note Parties under the Notes, the Guaranty Agreement and other Transaction Documents as amended, restated, amended and restated, supplemented or otherwise modified by this Agreement; (vi) "the Warrants" and other words of like import shall mean and be references to the Amendment Date Warrants of the Company issued to the Holders (or their designees, successors and assigns) on and after the Effective Date; (vii) "Note Party", the "Note Parties" or words of like import referring to the Company and its Subsidiaries shall mean and be a reference to the Company and each of its Subsidiaries and (viii) "Holders" and other words of like import shall mean and be references to each of the Holders and shall no longer mean and be references to the Prior Holders.

4.4 The notice details for High Trail (i) in its capacities as Agent, Secured Party and Collateral Agent in the Original Purchase Agreement and the other Transaction Documents shall be replaced in their entirety with the notice details for GLAS in its capacity as Collateral Agent as set forth on Exhibit E hereto and (ii) in its capacities as Buyer and Holder in the Original Purchase Agreement and the other Transaction Documents shall be replaced in their entirety with the notice details for the Holders set forth on Exhibit E hereto.

5. **No Novation**. It is the intent of the parties hereto that the amendment and replacement of each Existing Note currently outstanding and the amendment of the terms of the existing Transaction Documents contemplated hereby constitutes neither a novation of the rights, obligations and liabilities of the respective parties (including the Obligations) existing under the Transaction Documents nor evidence of payment of all or any of such obligations and liabilities under any of the Transaction Documents and, except as expressly modified hereby, all such rights, obligations and liabilities shall continue and remain outstanding and in full force and effect.

6. **Effectiveness**. The limited waiver and consent set forth in Section 3 hereof shall become effective as of the date hereof, and the amendments to the Transaction Documents set forth in Section 4 hereof shall become effective as of the Effective Date and at the Effective Time and

substantially concurrently with giving effect to the consummation of the Sale and Purchase Transactions and the issuance of the Bridge Notes, upon the satisfaction (or waiver) of each of the following conditions precedent (the time when all such conditions precedent have been waived or satisfied, the "**Effective Time**"):

6.1 The Agent and the Holders (or their respective counsel) shall have each received the following:

(i) counterparts of this Agreement that, when taken together, bear the signatures of (a) the Note Parties, (b) the Holders and (c) the Agent;

(ii) a duly executed copy of the High Trail Purchase Agreement and the Agent Assignment and Resignation Agreement and all attachments and schedules thereto; and

(iii) duly executed originals, or where applicable copies or such other evidence in form and substance satisfactory to the Holders that each of the documents and certificates and other conditions precedent set forth in Exhibit C hereto shall have been duly executed, delivered, evidenced, waived and/or or otherwise satisfied.

6.2 No Note Party shall have become aware of (i) any Default, Event of Default under the Transaction Documents, (ii) any default or event of default or any similar event or circumstance under any material contract or material permit reasonably likely to give rise to a termination of such contract or material permit or (iii) any other material adverse new or inconsistent information or other matter which was not previously disclosed to the Holders. For purpose of this Section 6.2, "material contract" shall mean a contract required to be filed as an exhibit to a filing with the Securities Exchange Commission under 29 CFR §229.601.

6.3 The Holders shall have received evidence, in form and substance satisfactory to the Holders (in their sole discretion), that the Sale and Purchase Transactions substantially simultaneously or promptly upon the effectiveness of this Agreement and the Sale and Purchase Transactions (provided that the Sale and Purchase Documents (other than those contingent upon receipt of funds by the Holders) shall be effective, and the assignments contemplated thereby shall have been consummated, prior to or substantially contemporaneously with the effectiveness hereof).

Each Holder, by delivering its signature page to this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, this Agreement, the Purchase Agreement, the Security Agreement, each Note Amendment Transaction Document, each Transaction Document and each other document required hereunder or thereunder to be consented to, approved by or acceptable or satisfactory to such Holder, unless the Company and the Agent shall have received notice from such Holder prior to the Effective Time specifying its objection thereto.

7. **Fees and Expenses.**

7.1 **Amendment Date Warrants.**

(i) As of the Effective Time, the Company has agreed to issue, at a purchase price of $0.125 per Amendment Date Warrant: (a) 3,992,368 Amendment Date Warrants to the Holders (or their designees) on a pro rata basis as consideration for this Agreement and the Specified Waivers and Consents and other modifications to the Transaction Documents and the support provided to the Note Parties by the Holders agreeing to undertake the Sale and Purchase Transactions; and (b) 1,321,833 Amendment Date Warrants to the Holders (or their designees) for the ratable benefit of each Holder on a pro rata basis as consideration for the Bridge Notes. The specific Amendment Date Warrants allocated to each Holder are set forth in the Amendment Date Warrants.

7.2 **Agency Fees.** Within two (2) days after the Effective Time, the Company shall pay to the Agent for its own account the one-time acceptance fee in the amount separately invoiced in that certain Indicative Fee Proposal For Agency Services for the Company dated as of October 30, 2023 (the "**Agency Fee Letter**"). In addition, the Note Parties have agreed in the Agency Fee Letter to pay the Agent for its own account on an annual basis, a successor collateral agent fee in the amount described in the Agency Fee Letter (the "**Annual Agency Fee**"). The first such annual Agency Fee payment shall be fully due and earned at the Effective Time and payable within two (2) days thereafter and on each anniversary of the Effective Time thereafter.

7.3 **Lawyers Fees and Other Expenses.** In addition to the Agency Fee, the Borrower has agreed to pay all fees, charges, expenses and disbursements of the Agent and the Holders in connection with the preparation, execution and delivery of this Amendment and the Transaction Documents not later than the second (2nd) Business Day after the Effective Time (including, without limitation, the fees, charges, expenses and disbursement of Sidley Austin LLP and Cooley LLP as counsel to the Holders and Seward & Kissel LLP as counsel to the Agent (collectively, the "**Lawyers Fees**") to the extent invoiced, plus, where applicable, such additional amounts of Lawyers Fees as shall constitute Agent's or a Holder's reasonable estimate of such Lawyers Fees incurred in connection therewith (provided that such estimate through the Effective Time and immediate post-closing work shall not thereafter preclude a final settling of accounts as among the Note Parties, the Agent, the Holders and/or any such other Persons, as applicable).

7.4 **Fees Fully Earned**. Unless otherwise provided in this Agreement, the Agency Fee Letter or in a separate writing by the Agent or, as applicable, the Holders, all fees described above shall be fully earned upon becoming due and payable in accordance with the terms hereof and the Agency Fee Letter and shall be nonrefundable for any reason whatsoever and shall be in addition to any other fees, costs and expenses payable pursuant to the Transaction Documents.

8. **Representations and Warranties; Ratification of Obligations; Reaffirmation of Transaction Documents**.

8.1 Each of the Note Parties (a) represents and warrants that after giving effect to (x) the consents, amendments, amendments and restatements, supplements and modifications contained herein and in the other Transaction Documents to be entered into in connection herewith (including the Specified Waivers and Consents) and (y) the written information in the letter delivered to the Holders and the Agent concurrently with the Effective Time (the "**Company**

Disclosure Letter") related to representations and warranties made under Section 3 of the Original Purchase Agreement and incorporating by reference additional disclosures with respect to matters described in schedules to the Original Purchase Agreement ((x) and (y) collectively, the "Effective Date Supplements") (i) each of the representations and warranties set forth in the Original Purchase Agreement and in each other Transaction Document are true and correct in all material respects on and as of the Effective Date, except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties remain true and correct in all material respects as of such earlier date and, in the case of any of the foregoing, other than representations that are qualified by materiality, which are true and correct in all respects; (ii) except for the Specified Defaults, no Default or Event of Default has occurred and is continuing; and (iii) no event, change or condition has occurred that has had, or could reasonably be expected to have, a Material Adverse Effect and (b) hereby expressly (i) confirms its Obligations under each Transaction Document, in each case as amended, restated, supplemented or modified immediately after giving effect to this Agreement; (ii) confirms that its Obligations as amended, restated, supplemented or modified hereby under the Notes, the Purchase Agreement, the Security Agreement and the other Transaction Documents are entitled to the benefits of the pledges set forth in the Transaction Documents, in each case, as amended, restated, supplemented or modified immediately after giving effect to this Agreement (including as such grants have been amended, restated, supplemented or modified by this Agreement); and (iii) confirms that its Obligations under the Notes, the Purchase Agreement, the Security Agreement and the other Transaction Documents immediately after giving effect to this Agreement constitute Obligations.

8.2 Each of the Holders represents and warrants that after giving effect to the consents, amendments, amendments and restatements, supplements and modifications contained herein and in the other Transaction Documents to be entered into in connection herewith each of the representations and warranties set forth in Purchase Agreement and in each other Transaction Document are true and correct in all material respects on and as of the Effective Date, in the case of any of the foregoing, other than representations that are qualified by materiality, which are true and correct in all respects (it being understood that solely for the purposes of the representations and warranties in Section 2 of the Original Purchase Agreement, the Bridge Notes and the Amendment Date Warrants shall be deemed to be Subsequently Purchased Securities).

8.3 Each party, by its execution of this Agreement, hereby confirms that the Obligations shall remain in full force and effect (except as such Obligations have been expressly supplemented, amended, restated or modified hereby), and such Obligations shall continue to be entitled to the benefits of the grant of collateral security set forth in the Security Documents, as amended, restated, supplemented or modified hereby.

9. **Further Assurances; Additional Covenants and Post-Effective Time Obligations**. Each of the undersigned Note Parties shall comply with each of the additional covenants set forth below and at the request of the Required Holders and at such Note Party's own expense, do all such acts and things necessary or desirable to give effect to the amendments effected or to be effected pursuant to this Agreement.

(a) The Note Parties shall, and shall cause each of their Subsidiaries to, comply with each of the Performance Milestones described on Exhibit D within the time periods specified therefor on Exhibit D hereto (each such date as may be extended by the Required Holders

in writing (including via email), a "**Performance Due Date**"). The Note Parties shall promptly notify the Holders if they do not expect to comply with any of the Performance Milestones and other requirements of Exhibit D by their respective Performance Due Dates and shall notify the Agent and the Holders not later than one (1) Business Day after the applicable Performance Due Date if the Note Parties, or as the context may require, any of their Subsidiaries, fail to fully comply with the Performance Milestones and reporting requirements described in Exhibit D then due.

(b) The Note Parties shall deliver, or cause to be delivered, to the Collateral Agent, or otherwise complete to the Holders' satisfaction each of the items set forth Exhibit F on or before the date specified on Exhibit F (each such date as may be extended by the Required Holders in writing (including via email)).

(c) The Company shall use reasonable best efforts to, as promptly as practicable after the date hereof, and in any case no later than the earlier to occur of (i) one hundred eighty days (180 days) after the Initial Closing Date or (ii) the first annual meeting of stockholders to take place after the date hereof (the "**Stockholder Meeting**") to cause to be presented to the Company's stockholders for the approval at such meeting, and recommend the approval of the Requisite Stockholder Approval (as defined below). The Company will prepare and file with the SEC a proxy statement to be sent to the Company's stockholders in connection with the Stockholder Meeting (the "**Proxy Statement**"). The Proxy Statement shall include the Company's Board of Directors' recommendation that the holders of shares of the Company's Common Stock vote in favor of the Requisite Stockholder Approval. If the Requisite Stockholder Approval is not obtained at or prior to the Stockholder Meeting, the Company will hold a special meeting of the stockholders of the Company for the purposes of obtaining such Requisite Stockholder Approval no less often than every ninety (90) days following the date of the Stockholder Meeting until the Requisite Stockholder Approval is obtained, and the Company's Board of Directors will recommend that the holders of shares of the Company's Common Stock vote in favor of the Requisite Stockholder Approval at each such meeting. For purposes of this Agreement, "**Requisite Stockholder Approval**" means the stockholder approval contemplated by Nasdaq Listing Rule 5635(b) with respect to the issuance of shares of the Company's Class A Common Stock pursuant to the Amendment Date Warrants in excess of the limitations imposed by such rule; *provided*, *however*, that the Requisite Stockholder Approval will be deemed to be obtained if, due to any amendment or binding change in the interpretation of the applicable listing standards of the Nasdaq Capital Market, such stockholder approval is no longer required for the Company to issue shares of its Class A Common Stock pursuant to the Amendment Date Warrants.

Unless previously waived or consented to by the Required Holders, any failure to timely and fully comply with the matters set forth in (a) through (c) above shall be an immediate Event of Default for all purposes under the Notes and other Transaction Documents.

10. **Release**. In consideration of the foregoing amendments, the Note Parties signatory hereto, and, to the extent the same is claimed by right of, through or under any Note Party, for its past, present and future successors in title, representatives, assignees, agents, officers, directors and shareholders, does hereby and shall be deemed to have forever remised, released and discharged

each of the Agent and the Holders, and their respective Affiliates, and any of the respective successors-in-title, legal representatives and assignees, past, present and future officers, directors, shareholders, trustees, agents, employees, consultants, experts, advisors, attorneys and other professionals and all other persons and entities to whom any Agent, Holders or any of their Affiliates would be liable if such persons or entities were found to be liable to the Note Parties, or any one of them (collectively hereinafter the "**Released Parties**"), from any and all manner of action and actions, cause and causes of action, claims, charges, demands, counterclaims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, damages, judgments, expenses, executions, liens, claims of liens, claims of costs, penalties, attorneys' fees, or any other compensation, recovery or relief on account of any liability, obligation, demand or cause of action of whatever nature, whether in law, equity or otherwise (including without limitation those arising under 11 U.S.C. §§ 541-550 and interest or other carrying costs, penalties, legal, accounting and other professional fees and expenses, and incidental, consequential and punitive damages payable to third parties), whether known or unknown, fixed or contingent, joint and/or several, secured or unsecured, due or not due, primary or secondary, liquidated or unliquidated, contractual or tortious, direct, indirect, or derivative, asserted or unasserted, foreseen or unforeseen, suspected or unsuspected, now existing, heretofore existing or which may heretofore accrue against any of the Released Parties, whether held in a personal or representative capacity, and which are based on any act, fact, event or omission or other matter, cause or thing (each, a "**Claim**") occurring at or from any time prior to and including the date hereof in any way, directly or indirectly arising out of, connected with or relating to this Agreement or the other Note Documents, and the transactions contemplated hereby and thereby, and all other agreements, certificates, instruments and other documents and statements (whether written or oral) related to any of the foregoing. Each Note Party acknowledges that the laws of many states provide substantially the following: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Each Note Party acknowledges that such provisions are designed to protect a person from waiving Claims which such person does not know exist or may exist. As to each and every Claim released hereunder, each Note Party hereby represents that it has received the advice of legal counsel with regard to the releases contained herein, and having been so advised, agrees that it shall be deemed to waive the benefit of any such provision (including, without limitation, Section 1542 of the Civil Code of California and each other similar provision of applicable state or federal law (including the laws of the State of Delaware)), if any, pertaining to general releases after having been advised by their legal counsel with respect thereto. Each Note Party acknowledges and agrees that the forgoing waivers were bargained for separately.

11. **No Actions, Claims, Etc**. Each Note Party acknowledges and confirms that it has no knowledge of any actions, causes of action, claims, demands, damages or liabilities of whatever kind or nature, in law or in equity, against any Prior Holder, Holder or the Agent, in any case, arising from any action or failure of any Prior Holder, Holder, the Agent or any other Released Party to act under this Agreement, any Existing Note, any other Existing Transaction Document, Note or any other Transaction Document on or prior to the date hereof, or of any offset right, counterclaim or defense of any kind against any of its respective obligations, indebtedness or liabilities to any Holder, Agent or any other Released Party under this Agreement or any other Transaction Document. Each Note Party unconditionally releases, waives and forever discharges

on its own behalf and on behalf of each of its subsidiaries and Affiliates (i) any and all liabilities, obligations, duties, promises or indebtedness of any kind of any Released Party to such Note Party, except the obligations required to be performed by a Holder, the Agent or their Affiliates, agents or other Released Parties under the Transaction Documents on or after the date hereof, and (ii) all claims, offsets, causes of action, suits or defenses of any kind whatsoever (if any), whether arising at law or in equity, whether known or unknown, which such Note Party might otherwise have against any Released Party in connection with this Agreement or the other Transaction Documents or the transactions contemplated thereby, in the case of each of clauses (i) and (ii), on account of any past or presently existing condition, act, omission, event, contract, liability, obligation, indebtedness, claim, cause of action, defense, circumstance or matter of any kind.

12. **Costs and Expenses; Relationship Among Parties; No Fiduciary Duty; Independent Due Diligence and Decision Making**. The Note Parties shall promptly pay all invoiced fees, costs and expenses of the Holders and the Agent incurred in connection with this Agreement and in in connection with the preparation, execution and delivery, administration, interpretation and enforcement of this Agreement, the Purchase Agreement, the Notes and the other Transaction Documents and all other agreements, instruments and documents relating to this transaction, the consummation of the transactions contemplated by all such documents, the preservation of all rights of the Holders and the Agent and the negotiation, preparation, execution and delivery of any amendment, modification or supplement of or to, or any consent or waiver under, any such document (or any such instrument that is proposed but not executed and delivered). Notwithstanding anything contained in this Agreement, the Purchase Agreement, the Notes or other Transaction Documents to the contrary, neither the Agent nor any Holder has assumed, nor shall it be deemed to have assumed, any obligation or duty or any other relationship as the agent, fiduciary or trustee of or for any other secured party other than as expressly set forth herein or in any other Transaction Document. Each of the Note Parties acknowledges that before execution and delivery of this Agreement, no Agent nor any Holder has any obligation to negotiate with any Holder or Agent or any other person or entity concerning anything contained in this Agreement. Each Note Party agrees that the Agent and each Holder's execution of this Agreement does not create any such obligation and that each such Person has made its own decisions regarding all operations and its incurrence and payment of all third-party debt and all other payments. Each Holder hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions, and prospects of the Note Parties and their Subsidiaries. Notwithstanding anything herein to the contrary, (a) the duties and obligations of the parties under this Agreement shall be several, not joint; (b) no party shall have any responsibility by virtue of this Agreement for any trading by any other entity; (c) no prior history, pattern, or practice of sharing confidences among or between the parties shall in any way affect or negate this Agreement; (d) the parties hereto acknowledge that this agreement does not constitute an agreement, arrangement, or understanding with respect to acting together for the purpose of acquiring, holding, voting, or disposing of any equity securities of the Company and the parties do not constitute a "group" within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934, as amended; and (e) none of the parties shall have any fiduciary duty, any duty of trust or confidence in any form, or other duties or responsibilities in any kind or form to each other, the Note Parties other creditors or stakeholders, including as a result of this Agreement or the transactions contemplated here.

13. **Reference to and Effect on the Transaction Documents**. The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver or novation of any Transaction Document or of any right, power or remedy of any Holder or the Agent under any Transaction Document, nor constitute a waiver or novation of any provision of any of the Transaction Documents. The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver or novation of any Transaction Document or of any right, power or remedy of any Holder or the Agent under any Transaction Document, nor, except as expressly provided herein, constitute a waiver or novation of any provision of any of the Transaction Documents. The parties hereto hereby expressly acknowledge and agree that this Agreement is, and shall be deemed to constitute, a "Transaction Document" for all purposes of the Purchase Agreement, the Notes (including any Replacement Notes) and the other Transaction Documents.

14. **Incorporation of Terms**. The provisions of Section 9(a) (*Governing Law; Jurisdiction; Jury Trial.*) through Section 9(c) (*Headings; Gender; Interpretation.*), Section 9(e) (*Entire Agreement; Amendments.*), Section 9(g) (*Successors and Assigns*) through Section 9(j) (*Further Assurances*) of the Note shall be incorporated into this Agreement as if set out in full in this Agreement and as if references in those sections to "this Agreement" are references to this Agreement.

15. **Notices**. Any notice or request under this Agreement shall be given to each undersigned Note Party, Holder and Agent at such party's address set forth below, or at such other address as such party may hereafter specify in a notice given in the manner required under Section 9(f) of the Note at the notice address of the parties set forth on Exhibit E.

16. **Email Consents.** Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, including a written approval by the Company or the Holder, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between counsel to the parties submitting and receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

17. **Counterparts**. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement, as applicable.

18. **Direction to Agent**.

18.1 By executing this Agreement, acting hereunder and receiving documents hereunder, the Agent shall be entitled to the rights, benefits, protections, indemnities and immunities afforded to it under the Security Agreement and the other Transaction Documents. By their signatures hereto, each of the Holders (constituting all Holders of Notes) (x) confirm that they have received each of the documents required hereunder and the conditions to the effectiveness of this Agreement have been satisfied or waived, (y) hereby direct the Agent to

execute and deliver this Agreement and the other Transaction Documents to which it is a party and (z) acknowledge and agree that (A) the direction in clause (y) of this Section 18 constitutes a direction from the Holders under the provisions of Section 6.12 of the Security Agreement and (B) Section 6.12 of the Security Agreement shall apply to any and all actions taken by the Agent in accordance with such direction.

18.2 Each Holder of Notes, by its acceptance thereof, hereby (i) consents and agrees to the terms of the Security Documents and Transaction Document (including, without limitation, the provisions providing for foreclosure and release of Collateral and authorizing the Agent to enter into any Security Documents and Note Amendment Transaction Documents on such Holder's and Agent's behalf), in each case, as the same may be in effect or may be amended or otherwise modified from time to time in accordance with their terms and this Agreement, the Purchase Agreement and the Notes, (ii) authorizes and appoints the Agent, and authorizes and directs the Agent to enter into the Security Documents and the Note Amendment Transaction Documents and to perform its obligations and exercise its rights thereunder in accordance therewith. The Agent shall be entitled to all rights, privileges, immunities and protections of the Agent set forth in in this Agreement and the Transaction Documents, including but not limited to the right to be compensated, reimbursed and indemnified under Section 6.12 of the Security Agreement, in the acceptance, execution, delivery and performance of its role as Agent hereunder and under the Transaction Documents as though fully set forth therein.

19. **Pari Passu Treatment of Notes; Control by Required Holders.** Each Holder of Notes, by its acceptance thereof, consents and agrees to the following terms (which are deemed incorporated into the Security Agreement mutatis mutandis):

19.1 The Notes shall be pari passu in right of payment with respect to each other.

19.2 All payments to each Holder of a Note shall be made pro rata among the Holders based upon the aggregate unpaid principal amount of the Notes outstanding immediately prior to any such payment.

19.3 No Note Party shall make, and no Holder shall accept, any payment except as shall be shared ratably between the Holders so as to maintain as near as possible the amount of the debt owing under the Notes pro rata according to the Holders' respective proportionate interests in the amount of debt owed as of the date immediately prior to such payment or payments.

19.4 If any Holder obtains any payment (whether voluntary, involuntary, by application of offset or otherwise) of principal, interest or other amount with respect to the Notes in excess of such Holder's pro rata share of such payments obtained by all Holders, then the Holder receiving such payment in excess of its pro rata share shall distribute to each of the other Holders an amount sufficient to cause all Holders to receive their respective pro rata shares of any payment of principal, interest or other amount with respect to the Notes.

19.5 No one or more of such Holders shall have any right in any manner whatsoever by virtue of, or by availing of, any provision of this Agreement or any other Transaction Document to affect, disturb or prejudice the rights of any other of such Holders, or to obtain or to seek to obtain priority or preference over any other of such Holders or to enforce any right under this Agreement or the Transaction Document, except in the manner therein provided and for the equal and ratable benefit of all such Holders.

19.6 The Required Holders (which, for the avoidance of doubt, shall be determined pursuant to Section 6.12(k) of the Security Agreement) may direct the time, method and place of conducting any proceeding for any remedy available to the Collateral Agent or of exercising any trust or power conferred on the Collateral Agent with respect to the Notes and other Transaction Documents.

19.7 No Holder of any Notes shall have any right to institute any proceeding, judicial or otherwise, with respect to this Agreement or the Notes or the other Transaction Documents directly against the Company or any other Note Party (without the Agent), or for the appointment of a receiver or trustee, or for any other remedy thereunder, unless: (1) such Holder has previously given written notice to the Agent of a continuing Event of Default with respect to the Notes; (2) the Holders of not less than twenty-five percent (25%) in aggregate principal amount of the outstanding Notes shall have made written request to the Agent to institute proceedings in respect of such Event of Default in its own name as Collateral Agent thereunder; (3) for sixty (60) days after the Agent's receipt of such notice has failed to institute any such proceeding; and (4) no direction inconsistent with such written request has been given to the Agent during such sixty (60) day period by the Required Holders (which, for the avoidance of doubt, shall be determined pursuant to Section 6.12(k) of the Security Agreement).

19.8 Notwithstanding any other provision of this Agreement or the other Transaction Document, the Holder of any Note shall have the right, which is absolute and unconditional, to receive payment of principal, premium, if any, interest and any other fees, premiums or other amounts, if any, on such Note and to institute suit for the enforcement of any such payment, and such rights shall not be impaired or affected without the consent of such Holder.

[*Remainder of the page left intentionally blank. Signature pages to follow.*]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and made effective as of the date first written above:

AGENT:

GLAS AMERICAS LLC, in its capacity as Collateral Agent

By: /s/ Geoffrey Lewis
Name: Geoffrey Lewis
Title: Vice President Transaction Manger

[*Signature Page to Reaffirmation Agreement and Omnibus Amendment Agreement*]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and made effective as of the date first written above:

HOLDERS:

JMCM HOLDINGS LLC

By: /s/ Baldo Fodera
Name: Baldo Fodera
Title: Manager

SHERPAVENTURES FUND II, LP
By: SherpaVentures Fund II GP, LLC, Its General Partner

By: /s/ Brian Yee
Name: Brian Yee
Title: Partners

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and made effective as of the date first written above:

NOTE PARTIES:

ASTRA SPACE, INC.

By: /s/ Axel Martinez
Name: Axel Martinez
Title: Chief Financial Officer

By: /s/ Martin Attiq
Name: Martin Attiq
Title: Chief Business Officer

ASTRA SPACE OPERATIONS, LLC

By: /s/ Axel Martinez
Name: Axel Martinez
Title: Chief Financial Officer

APOLLO FUSION, LLC

By: /s/ Axel Martinez
Name: Axel Martinez
Title: Chief Financial Officer

INDIGO SPACE, LLC

By: /s/ Axel Martinez
Name: Axel Martinez
Title: Chief Financial Officer

ASTRA SPACE PLATFORM HOLDINGS LLC

By: /s/ Axel Martinez
Name: Axel Martinez
Title: Chief Financial Officer

ASTRA SPACE PLATFORM SERVICES LLC

By: /s/ Axel Martinez
Name: Axel Martinez
Title: Chief Financial Officer

ASTRA EARTH OPERATIONS LLC

By: /s/ Axel Martinez
Name: Axel Martinez
Title: Chief Financial Officer

ASTRA SPACECRAFT ENGINES, INC.

By: /s/ Axel Martinez
Name: Axel Martinez
Title: Chief Financial Officer

ASTRA SPACE TECHNOLOGIES HOLDINGS, INC.

By: /s/ Axel Martinez
Name: Axel Martinez
Title: Chief Financial Officer

Schedule 3

Specified Defaults

The Company previously notified the Agent and the Holders of the following Specified Defaults:

Sections 8(J)(i), 8(J)(iii), 10(A)(iv), 10(A)(v) and Section 10(A)(viii) of the Existing Notes	Section 8(J)(i) of the Existing Notes requires that the Company maintain at least fifteen million dollars ($15,000,000) of unrestricted, unencumbered Cash and Cash Equivalents in deposit accounts subject to Control Agreements at all times (the "**Minimum Liquidity Requirement**"). As of October 30, 2023, the Company could no longer comply with the Minimum Liquidity Requirement at all times and as a result thereof, Event of Defaults occurred under Section 10(A)(viii) of the Existing Notes as a result of the Company's failure to comply with Section 8(J)(i) of the Existing Notes and to deliver the Compliance Certificate as and when required by Section 8(J)(iii) of the Existing Notes.
Sections 8(Y), Section 10(A)(v) and 10(A)(viii) of the Existing Notes	Section 8(Y) of the Existing Notes requires the Company to comply with the minimum bid price requirement contained in Nasdaq Rule 5450(a)(1). The Company no longer complies with such requirement and as a result, the Company has requested that the Agent and the Holders waive both the Default, as well as, any Event of Default that has or would have arisen under Section 10(A)(viii) of the Existing Notes as a result thereof.