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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 4)*

Astra Space, Inc.
(Name of Issuer)

Class A Common Stock, par value $0.0001
(Title of Class of Securities)

04634X202
(CUSIP Number)

Astra Space, Inc.
1900 Skyhawk Street
Alameda, CA 94501
(866) 278-7217
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

February 24, 2024
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF REPORTING PERSONS Chris Kemp		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☒		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO, PF		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 1,929,901
		8	SHARED VOTING POWER 827,178
		9	SOLE DISPOSITIVE POWER 1,929,901
		10	SHARED DISPOSITIVE POWER 827,178
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,757,079		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☒*		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.8%		
14	TYPE OF REPORTING PERSON IN		

* Excludes securities beneficially owned by the Supporting Stockholder. See Item 5 of this Schedule 13D for additional information concerning holdings of the Supporting Stockholder and his relationship to Chris Kemp.

1	NAME OF REPORTING PERSONS Chris Kemp Living Trust dated February 10, 2021		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☒		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION California		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 0
		8	SHARED VOTING POWER 824,978
		9	SOLE DISPOSITIVE POWER 0
		10	SHARED DISPOSITIVE POWER 824,978
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 824,978		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☒*		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.4%		
14	TYPE OF REPORTING PERSON OO		

* Excludes securities beneficially owned by the Supporting Stockholder. See Item 5 of this Schedule 13D for additional information concerning holdings of the Supporting Stockholder and his relationship to Chris Kemp Living Trust dated February 10, 2021.

This Amendment No. 4 to Schedule 13D (this "Amendment") amends and supplements the previously filed statement on Schedule 13D filed by Chris Kemp with the Securities and Exchange Commission (the "Commission") on July 12, 2021 (as amended and supplemented to date the "Schedule 13D"), relating to Class A Common Stock, par value $0.0001 per share (the "Class A Common Stock"), of Astra Space, Inc. (the "Issuer"). The Schedule 13D is hereby amended and supplemented to include the information set forth herein. Capitalized terms not defined herein have the meanings given to such terms in the Schedule 13D. Except as set forth herein, the Schedule 13D is unmodified and remains in full force and effect.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 of the Schedule 13D is hereby amended and restated as follows:

Item 4 below summarizes certain provisions of the Merger Agreement (as defined below) that pertain to the securities acquired by Mr. Kemp. Pursuant to the Merger Agreement, upon consummation of the Business Combination, the shares of Class B common stock of Astra Space, Inc., a Delaware corporation ("Legacy Astra") beneficially owned by Mr. Kemp were automatically converted into shares of Class B Common Stock of the Issuer.

Securities owned by the Reporting Persons as of this date were acquired in connection with Mr. Kemp's co-founding of Legacy Astra, through open market purchases using personal funds, through the exercise of stock options, or in exchange for services rendered to the Issuer by Mr. Kemp. The Convertibles Notes and the Warrants (as each term is defined below) were acquired by the Trust using personal funds provided by Mr. Kemp. If the Reporting Persons acquire additional shares of the Issuer, whether pursuant to the Revised Proposal or the Subsequent Financing (as each term is defined below) or otherwise, the Reporting Persons may use personal funds, borrowed funds, or any other form of valid consideration to fund such purchase.

Item 4. Purpose of Transaction

The information in Item 4 of the Schedule 13D is hereby amended and restated to read as follows:

Business Combination

On June 30, 2021, the Issuer consummated the previously announced business combination pursuant to that certain Agreement and Plan of Merger, dated as of February 2, 2021 (as amended and/or restated from time to time, the "Merger Agreement"), by and among the Issuer, Holicity Merger Sub, Inc., a newly-formed Delaware corporation ("Merger Sub"), and Legacy Astra. Pursuant to the terms of the Merger Agreement, Merger Sub merged with and into Legacy Astra, with Legacy Astra surviving the merger as a wholly owned subsidiary of the Issuer (the "Business Combination"). As a result of the Business Combination, Legacy Astra became a wholly-owned subsidiary of the Issuer, with the stockholders of Legacy Astra becoming stockholders of the Issuer and each outstanding share of common stock and preferred stock of Legacy Astra was cancelled and extinguished and collectively converted into the right to receive shares of common stock of the Issuer in accordance with the Merger Agreement. Upon the consummation of the Business Combination, Holicity changed its name to "Astra Space, Inc."

As a result of the Business Combination, Mr. Kemp received 27,095,633 shares of Class B Common Stock. Each share of Class B Common Stock is convertible into one (1) fully paid and nonassessable share of Class A Common Stock of the Issuer at the election of the holder or upon the occurrence of certain events. Each share of Class B Common Stock has 10 votes per share, whereas shares of Class A Common Stock have one vote per share.

Reverse Stock Split

As further described in the Issuer's Current Report on Form 8-K filed with the Commission on September 13, 2023, the Issuer effected (a) a 1-for-15 reverse stock split of the shares of the Class A Common Stock and (b) a 1-for-15 reverse stock split of the shares of the Class B Common Stock on September 13, 2023 (collectively, the "Reverse Stock Split").

As a result of the Reverse Stock Split, (i) 27,095,633 shares of Class B Common Stock held by Mr. Kemp were converted into 1,806,376 shares of Class B Common Stock, (ii) 1,091,295 options that would have been exercisable for Class A Common Stock within 60 days at a prices ranging from $0.47 to $9.04 per share were converted into 72,752 options that are exercisable for Class A Common Stock within the next 60 days at prices ranging from $6.90 to $135.60 per share, (iii) 653,105 shares of Class A Common Stock previously awarded to Mr. Kemp as restricted stock units ("RSUs") or purchased in open market transactions by Mr. Kemp were converted into 43,541 shares of Class A Common Stock, (iv) 33,000 shares of Class A Common Stock held by Mr. Kemp's spouse were converted into 2,200 shares of Class A Common Stock and (v) 108,450 shares of Class A Common Stock underlying RSUs that have since vested were converted into 7,230 shares of Class A Common Stock.

Non-binding Proposal

On November 8, 2023, Mr. Kemp, together with Dr. Adam London, Chief Technology Officer of the Issuer (Dr. London is referred to herein as the "Supporting Stockholder") submitted a non-binding proposal to an independent committee (the "Special Committee") of the board of directors of the Issuer (the "Issuer's Board" or "Board") to offer to acquire all of the outstanding equity of the Issuer at a price of $1.50 per share, payable in cash (the "Initial Proposal"). This price represents a premium of approximately 103% to the closing price of the Issuer's common stock on November 8, 2023.

On January 16, 2024, Mr. Kemp, together with the Supporting Stockholder, sent a second letter to the Special Committee reaffirming the Initial Proposal and asking that the Issuer execute an Exclusivity Agreement (the "Exclusivity Agreement") pursuant to which the Issuer would enter into exclusive negotiations with Mr. Kemp and the Supporting Stockholder regarding the Initial Proposal for at least one week, subject to extensions of up to an additional two weeks in the event the Issuer received additional financings during the exclusivity period contemplated by the Exclusivity Agreement. On January 19, 2024, the Exclusivity Agreement was executed. The Exclusivity Agreement expired February 2, 2024.

On February 24, 2024, Mr. Kemp, together with the Supporting Stockholder, sent a third letter to the Special Committee containing a revised proposal (the "Revised Proposal") in lieu of the Initial Proposal to offer to acquire all of the outstanding equity of the Issuer at a price of $0.50 per share, payable in cash.

The Revised Proposal is non-binding and is contingent on $20 million of cash on the balance sheet at closing of the transaction, final approval of the transaction by the Special Committee of the Issuer's Board, execution of definitive financing arrangements with requisite investors, and entering into a mutually acceptable definitive transaction agreements.

The foregoing descriptions of the Initial Proposal, the Exclusivity Agreement and the Revised Proposal are not intended to be complete and are qualified in their entirety by reference to the Initial Proposal, the Exclusivity Agreement and the Revised Proposal, copies of which are attached hereto as Exhibit 99.3, Exhibit 99.8 and Exhibit 99.9, respectively.

Subsequent Financing

On November 21, 2023, the Issuer closed a subsequent financing (the "Subsequent Financing") with JMCM Holdings LLC ("JMCM"), SherpaVentures Fund II, LP ("ACME Fund II" and together with JMCM, the "Initial Investors"), the Trust, for which Mr. Kemp serves as sole trustee, and the Supporting Stockholder, (the Trust, collectively with the Supporting Stockholder, JMCM, and ACME Fund II, the "Investors"), pursuant to the Securities Purchase Agreement dated as of August 4, 2023 (as amended by the Reaffirmation Agreement and Omnibus Amendment Agreement dated as of November 6, 2023, the Limited Waiver and Consent and Omnibus Amendment No. 2 Agreement dated as of November 17, 2023 and the Omnibus Amendment No. 3 Agreement dated as of November 21, 2023) (the "Subsequent Financing Agreement").

The Subsequent Financing is connected to the Issuer's announcements in current reports on Form 8-K filed with the Securities and Exchange Commission (the "SEC") on (i) October 23, 2023, of the execution of a non-binding term sheet, which contemplated a financing of at least $15.0 million, from the Initial Investors and other potential investors, and up to $25.0 million; (ii) November 8, 2023 of the closing on November 6, 2023, of an initial financing with the Initial Investors, for a total investment amount of approximately $13.4 million (the "Initial Financing") and (iii) November 17, 2023 of the November 13, 2023 increase of the aggregate principal amount of the senior secured bridge note issued to JMCM and the purchase by JMCM of warrants. Pursuant to the Subsequent Financing Agreement, the Trust agreed to purchase $2.0 million principal amount (such amount having increased to $2.15 million by virtue of a $150,000 purchase of notes by the Trust on February 26, 2024) of senior secured convertible notes due 2025 (the "Convertible Notes") and 866,337 warrants in the form attached hereto as Exhibit 99.4 (the "Warrants") to purchase up to 866,337 Class A Common Stock at a purchase price of $0.125 per Warrant 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 21, 2028.

The Subsequent Financing Agreement contains customary representations, warranties and agreements by the Issuer, including an agreement to indemnify the Investors against certain liabilities. The Subsequent Financing Agreement also contains covenants that require the Issuer to among other things: (i) offer the Trust, as a holder of Convertible Notes, so long as any Convertible Notes remain outstanding, participation rights in future offerings of any equity, equity-linked, equity equivalent securities or securities convertible into or exercisable for equity (excluding offerings of Class A Common Stock through an approved at-the-market equity program), subject to limited exceptions; and (ii) seek stockholder approval (the "Stockholder Approvals") in accordance with the listing rules of The Nasdaq Stock Market LLC ("Nasdaq") with respect to the issuance of the shares of Class A Common Stock issuable upon exercise of the Warrants in excess of the limitations imposed by such rules and the shares of Class A Common Stock issuable upon conversion of the Convertible Notes in excess of the limitations imposed by such rules (such shares of Class A Common Stock issuable upon exercise of the Warrants or conversion of the Convertible Notes, the "Underlying Shares").

The Convertible Notes were not issued pursuant to an indenture. The Convertible Notes mature on November 15, 2025 (the "Maturity Date"), provided that the Maturity Date may be extended upon the written agreement of the Issuer and the holders of the Convertible Notes. On the Maturity Date, the Issuer will pay the holders of the Convertible Notes an amount in cash equal to (i) the then-outstanding Stated Principal Amount (as defined in the Convertible Notes) of the Convertible Notes, multiplied by (ii) the then applicable Minimum Return (as defined in the Convertible Notes) amount in effect at such time, plus accrued and uncapitalized interest on the Convertible Notes (such amount, the "Minimum Return Maturity Amount"); provided that if the Maturity Date has been extended the Issuer will pay such holders an amount in cash equal to the greater of (x) the Minimum Return Maturity Amount and (y) the then-outstanding principal amount plus any accrued and uncapitalized interest on the Convertible Notes. In the event that any prepayment or redemption of the Convertibles Notes is made in full prior to the Maturity Date (or is deemed to have occurred in the case of an Event of Default Acceleration Event (as defined in the Convertible Notes)), the Issuer will pay in full all outstanding obligations under the Convertible Notes, which will include the payment, if applicable, of any Minimum Return amount (as defined in the Convertible Notes), which ranges from 125% to 175% of the outstanding Stated Principal Amount of the Convertible Notes depending on the timing of the prepayment or redemption event.

The Convertible Notes bear interest at 12.0% per annum, payable in kind, which interest rate would increase to 15.0% per annum upon the existence of an Event of Default (as defined in the Convertible Notes). Interest on the Convertible Notes accrues from November 21, 2023. Interest on the Convertible Notes will be payable in kind on each February 1, May 1, August 1 and November 1, beginning February 1, 2024.

The Issuer is required to make quarterly amortization payments under each Convertible Note on each February 1, May 1, August 1 and November 1, beginning February 1, 2024, payable in cash in an amount equal to 11.11% of the initial Stated Principal Amount (as defined in such Convertible Note) of such Convertible Note. The Trust, as holder of a Convertible Note, in its sole discretion, may agree to defer its quarterly amortization payment to the subsequent amortization payment date pursuant to the terms of its Convertible Note.

The Trust, as holder of the Convertible Notes may, at its option, prior to the second scheduled trading day immediately before the Maturity Date, convert all or any portion of the outstanding amount of its Convertible Notes into shares of Class A Common Stock, at an initial conversion rate of 1,237.6238 shares of Class A Common Stock per $1,000 principal amount of Convertible Notes, which is equivalent to an initial conversion price of approximately $0.808 per share of Class A Common Stock. The conversion rate will be subject to standard adjustments in the event of any stock split, stock dividend, stock combination, recapitalization or other similar transactions.

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

The Warrants are immediately exercisable at an exercise price of $0.808 per share of Class A Common Stock, subject to certain adjustments and expire on dates ranging from November 6, 2028, through November 21, 2028. The exercise price of the Warrants, and the number of shares of Class A Common Stock potentially issuable upon exercise of the Warrants, will be adjusted proportionately if the Issuer subdivides its shares of Class A Common Stock into a greater number of shares or combines its shares of Common Stock into a smaller number of shares.

In the event of a Fundamental Transaction (as defined in the form of Warrant) that is (i) an all cash transaction, (ii) a "Rule 13e-3 transaction" as defined in Rule 13e-3 under the Securities Exchange Act of 1934, as amended, or (3) a Fundamental Transaction involving a person or entity not traded on a national securities exchange, the Issuer will be required, at the option of the holder of the Warrant, to (x) purchase such holder's Warrant by paying to such holder an amount of cash equal to the Black-Scholes Value (as defined in the form of Warrant) of the remaining unexercised portion of such Warrant on the date of the consummation of such Fundamental Transaction or (y) exchange the Warrant for a security of the Successor Entity (as defined in the form of Warrant) evidenced by a written instrument substantially similar in form and substance to the Warrants, including, without limitation, which is exercisable for a corresponding number of shares of capital stock equivalent to the shares of Class A Common Stock acquirable and receivable upon exercise of the Warrant prior to such Fundamental Transaction, and with an exercise price which applies the exercise price under the Warrant to such shares of capital stock (but taking into account the relative value of the shares of Class A Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such adjustments to the number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of the Warrant immediately prior to the consummation of such Fundamental Transaction).

Unless the Issuer obtains the Stockholder Approvals, the Issuer will be prohibited from issuing any shares of Class A Common Stock upon either of (i) the conversion of the Convertible Notes, or (ii) the exercise of the Warrants if the issuance of such shares of Class A Common Stock would exceed 19.99% of the Issuer's outstanding shares of Class A Common Stock as of the date of the Subsequent Financing Agreement or otherwise exceed the aggregate number of shares of Class A Common Stock which the Issuer may issue without breaching the Issuer's obligations under the Nasdaq listing rules.

The foregoing summaries of the Subsequent Financing Agreement, the Convertible Notes and the Warrants do not purport to be complete. The foregoing summaries of the Subsequent Financing Agreement, the Convertible Notes and the Warrants are qualified in their entirety by reference to the copies of the form of Warrant, the form of Convertible Note and the Subsequent Financing Agreement that are filed herewith as Exhibits 99.4, 99.5 and 99.6, respectively, and each of which is incorporated herein by reference.

Pursuant to the Subsequent Financing Agreement, the Issuer is required to file a registration statement with the SEC no later than May 1, 2024 to register the resale of all Underlying Shares.

General

Neither the Revised Proposal, the Subsequent Financing nor this Amendment is meant to be, nor should be construed as, an offer to buy, or the solicitation of an offer to sell, any of the Issuer's securities. The Reporting Persons intend to have discussions with members of the Issuer's Board regarding the Revised Proposal and the Subsequent Financing. The Reporting Persons may consider, explore and/or develop plans and/or make further proposals, with respect to the Issuer's operations, Board structure (including Board composition), capital structure, capital allocation policies, assets, liabilities, strategy and plans, and potential business combinations, dispositions and strategic transactions pertaining to the Issuer or certain of the Issuer's businesses or assets, including transactions in which the Reporting Persons may seek to participate and potentially engage in (including with other third parties). The Reporting Persons may engage in a number of conversations that may relate to one or more of the items in subsections (a) through (j) of Item 4 of Schedule 13D. In addition, the Reporting Persons may communicate with the Issuer's Board, or others (including other stockholders), regarding a broad range of operational and strategic matters and other matters relating to the Issuer and the Reporting Persons' investment in the Issuer, and may exchange information with any such persons pursuant to appropriate confidentiality, non-disclosure or similar agreements.

The Reporting Persons acquired the securities described in this Schedule 13D for investment purposes and intend to review their investments in the Issuer on a continuing basis. Any actions the Reporting Persons might undertake may be made at any time and from time to time without prior notice and will be dependent upon the Reporting Persons' review of numerous factors, including, but not limited to: an ongoing evaluation of the Issuer's business, financial condition, operations and prospects; price levels of the Issuer's securities; general market, industry and economic conditions; the relative attractiveness of alternative business and investment opportunities; and other future developments.

The Reporting Persons' may acquire additional securities of the Issuer or retain or sell all or a portion of the securities then held, in the open market or in privately negotiated transactions. In addition, the Reporting Persons may engage in discussions with management, the Board, and securityholders of the Issuer and other relevant parties or encourage, cause or seek to cause the Issuer or such persons to consider or explore extraordinary corporate transactions, such as: a merger, reorganization or other transaction that could result in the de-listing or de-registration of the Class A Common Stock; sales or acquisitions of assets or businesses; changes to the capitalization or distribution policy of the Issuer; or other material changes to the Issuer's business or corporate structure, including changes in management or the composition of the Board.

Other than as described above, the Reporting Persons do not currently have any plans or proposals that relate to, or would result in, any of the matters listed in Items 4(a)—(j) of Schedule 13D, although, depending on the factors discussed herein, the Reporting Persons may change their purpose or formulate different plans or proposals with respect thereto at any time.

The Reporting Persons expressly disclaim membership in a "group" within the meaning of Section 13(d) with any other Investor and expressly disclaim beneficial ownership of any securities owned by any other Investor.

Item 5. Interest in Securities of the Issuer

The information in Item 5(a), (b) and (c) of the Schedule 13D is hereby amended and restated to read as follows:

(a)

As of the date that this Amendment is filed, Mr. Kemp holds 52,972 shares of Class A Common Stock (including 2,200 shares held by Mr. Kemp's spouse) and derivative securities (the "Derivative Securities") which give Mr. Kemp the right to acquire 1,879,129 shares of Class A Common Stock within 60 days of the date this Amendment is filed. The Derivative Securities are comprised of (i) 1,806,376 shares of Class B Common Stock and (ii) 72,753 options that are exercisable or will be exercisable for Class A Common Stock within the next 60 days. By virtue of his role as trustee of the Trust, Mr. Kemp also has shared dispositive power over 838,706 shares of Class A Common Stock underlying Convertible Notes and Warrants, which represents the Underlying Share Maximum (as defined below), which may be distributed to the Trust within 60 days subject to and in accordance with the Beneficial Ownership Blockers (as defined below).

Both the form of Convertible Note and form of Warrant provide that the Issuer shall not effect any distribution of Underlying Shares if such distribution would cause the Reporting Persons, together with any person whose beneficial ownership of Class A Common Stock would or *could* be aggregated with the Reporting Persons for purposes of Section 13(d) or Section 16 of the Exchange Act, to collectively beneficially own in aggregate in excess of 19.99% of the number of shares of Class A Common Stock outstanding immediately after giving effect to such distribution (the "Beneficial Ownership Blockers"). Each of the Reporting Persons expressly disclaim that it beneficially owns any of the Supporting Stockholder's Class A Common Stock or Class B Common Stock (or the Class A Common Stock underlying stock options and RSUs) held of record by the Supporting Stockholder, if any, or that it is a member of a "group" within the meaning of Section 13(d)(3) of the Exchange Act or Rule 13d-5 under the Exchange Act with the Supporting Stockholder. However, the Reporting Persons acknowledge the possibility that such a group *could* be deemed to exist. Thus, the beneficial ownership figures included in this Amendment are prepared under the assumption that the Underlying Shares may not be distributed if such distribution would cause any of the Reporting Persons, together with Supporting Stockholder, to beneficially own in excess of 19.99% of the Class A Common Stock. As a result, the beneficial ownership figures in this Amendment assume that the Trust may be deemed to beneficially own 824,978 Underlying Shares (the "Underlying Share Maximum").

The foregoing amount excludes an aggregate of approximately 2,835,486 Underlying Shares underlying securities held by the Trust, as such shares are not exercisable within 60 days due to the Beneficial Ownership Blockers.

The shares of Class A Common Stock held directly by Mr. Kemp or his spouse, together with the Derivative Securities and the Underlying Share Maximum held by the Trust, represent 12.8% of the outstanding Class A Common Stock, and the shares of Class A Common Stock underlying the Underlying Share Maximum held by the Trust represent 4.4% of the outstanding Class A Common Stock. These amounts assume a total of 18,861,950 shares of Class A Common Stock outstanding, based on information provided to the Reporting Persons by the Issuer on November 21, 2023.

The information relating to the beneficial ownership of the Class A Common Stock by the Reporting Persons set forth in Rows 7 through 13 on the cover page hereto is incorporated by reference herein and is as of the date hereof. Such information is based on the number of shares of Class A Common Stock underlying the Derivative Securities and assuming a total of 18,861,950 shares of Class A Common Stock outstanding, based on information provided to the Reporting Persons by the Issuer on November 21, 2023.

As a result of the Revised Proposal described above under Item 4 of this Amendment, the Reporting Persons, together with the Supporting Stockholder may be considered a "group" under Section 13(d)(3) of the Act and Rule 13d-5 under the Act. The Reporting Persons expressly disclaim that it beneficially owns any of the Supporting Stockholder's Class A Common Stock or Class B Common Stock (or the Class A Common Stock underlying stock options and RSUs) held of record by the Supporting Stockholder, if any, or that it is a member of a "group" within the meaning of Section 13(d)(3) of the Exchange Act or Rule 13d-5 under the Exchange Act with the Supporting Stockholder. Neither the fact of this filing nor anything contained herein shall be deemed to be an admission by the Reporting Persons that such a group exists. For a description of the relationship between the Reporting Persons and the Supporting Stockholder, see Item 4 above.

As of the date that this Amendment is filed, Dr. London directly holds (i) 10,220 shares of Class A Common Stock, (ii) 1,896,237 shares of Class B Common Stock and (iii) 36,153 options that are exercisable or will be exercisable for Class A Common Stock within the next 60 days which, together with such Class B Common Stock, give Dr. London the right to acquire 1,932,390 shares of Class A Common Stock (the "London Derivative Securities") within 60 days of the date this Amendment.

If the Reporting Persons, together with the Supporting Stockholder, were considered a group, then the shares of Class A Common Stock held directly by the Reporting Persons and the Supporting Stockholder, together with the Derivative Securities, the London Derivative Securities and the Underlying Share Maximum, represent 19.99% of the outstanding Class A Common

Stock based on the number of shares of Class A Common Stock underlying the Derivative Securities and London Derivative Securities and assuming a total of 18,861,950 shares of Class A Common Stock outstanding, based on information provided to the Reporting Persons by the Issuer on November 21, 2023.

(b)

(i) Mr. Kemp

Mr. Kemp has sole voting and dispositive power over 1,929,901 shares of Class A Common Stock, which includes 50,772 shares of Class A Common Stock held directly by Mr. Kemp and 1,879,129 shares of Class A Common Stock underlying the Derivative Securities. By virtue of the fact that Mr. Kemp is the sole trustee of the Trust, Mr. Kemp has shared voting and dispositive power over 824,978 shares of Class A Common Stock underlying Convertible Notes and Warrants held by the Trust, which represents the Underlying Share Maximum, which may be distributed to the Trust within 60 days subject to and in accordance with the Beneficial Ownership Blockers, and 2,200 shares of Class A Common Stock held of record by Mr. Kemp's spouse.

Dr. London has sole voting and dispositive power over the 10,220 shares of Class A Common Stock directly held by Dr. London and the 1,932,390 shares of Class A Common Stock underlying the London Derivative Securities.

(ii) The Trust

By virtue of the fact that Mr. Kemp is the sole trustee of the Trust, the Trust has sole voting and dispositive power over 0 shares of Class A Common Stock and has shared voting and dispositive power over 824,978 shares of Class A Common Stock underlying Convertible Notes and Warrants, which represents the Underlying Share Maximum, which may be distributed to the Trust within 60 days subject to and in accordance with the Beneficial Ownership Blockers.

The foregoing amount excludes an aggregate of approximately 2,835,486 Underlying Shares underlying securities held by the Trust, as such shares are not exercisable within 60 days due to the Beneficial Ownership Blockers.

(c) Described above under Item 4 of this Amendment and incorporated herein by reference. Except as described in Item 4 of this Amendment, none of the Reporting Persons have effected any transactions in Class A Common Stock in the past 60 days.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

The information set forth in Item 4 of this Amendment is hereby incorporated by reference into Item 6 of the Schedule 13D.

Item 7. Material to be Filed as Exhibits.

Item 7 of the Schedule 13D is hereby amended and supplemented by adding the following:

Exhibit Number	Description
99.8	Exclusivity Agreement.
99.9	Letter to the Special Committee of the Board of Directors of Astra Space, Inc., dated February 24, 2024.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: February 26, 2024

CHRIS KEMP

/s/ Chris C. Kemp
Name: Chris C. Kemp

CHRIS KEMP LIVING TRUST, DATED FEBRUARY 10, 2021

/s/ Chris C. Kemp
Name: Chris C. Kemp
Title: Trustee

Exclusivity Agreement

This Exclusivity Agreement, dated as of January 19, 2024 (this "Agreement"), is made by and between Astra Space, Inc., a Delaware corporation ("Astra" or the "Company"), and Chris Kemp ("Kemp") and Dr. Adam London ("London" and together with Kemp, the "Potential Acquirors" and the Potential Acquirors and the Company, together, the "parties" and each a "party").

Reference is made to that certain letter, dated January 16, 2024 (the "Letter"), addressed to the Special Committee of the Board of Directors (the "Special Committee") of the Company, pursuant to which Kemp and London submitted a non-binding indication of interest concerning the potential acquisition (the "Proposal") of 100% of the outstanding share capital of the Company. Capitalized terms used but not otherwise defined shall have the meanings given to them in the Letter.

In consideration of the parties' willingness to incur time and expenses in negotiating and executing documentation with respect to the Proposal, and in consideration of the funding contemplated by the Letter, the parties hereby agree as follows:

1. Exclusivity Period. The parties will enter into exclusive negotiations with one another in connection with the transaction, such exclusive negotiations to extend for a period of time (the "Initial Exclusivity Period") beginning on January 19, 2024 and ending at 11:59 p.m., New York time on January 26, 2024; provided, however, that in the event the Company obtains aggregate financing in an amount of at least $6,000,000 following January 15, 2024 and prior to the end of the Initial Exclusivity Period, such Initial Exclusivity Period shall be automatically extended through to 11:59 p.m., New York time on February 2, 2024 (the "Extended Exclusivity Period"); provided, further, that in the event the Company obtains aggregate financing in an amount of at least $7,600,000 following January 15, 2024 and prior to the end of the Extended Exclusivity Period, such Extended Exclusivity Period shall be automatically extended through to 11:59 p.m., New York time on February 9, 2024 (such extension, together with the Initial Exclusivity Period and the Extended Exclusivity Period, the "Exclusivity Period").

2. Conduct. During the Exclusivity Period, the Company agrees that it shall not, nor shall it permit any of its affiliates to, nor shall it authorize or permit any officer, director, senior executive employee, accountant, counsel, investment banker, financial advisor or other representative of the Company or any of its affiliates or any affiliate of any such Person (collectively, "Representatives") to, directly or indirectly, solicit, initiate, seek or encourage (including by way of furnishing information or engaging in discussions) or knowingly take any other action or direct any other Person to take any action to facilitate any inquiries or the making of any offer or proposal which constitutes or could reasonably be expected to lead to an Alternative Proposal (as defined below) from any Person or engage in any discussions or negotiations relating thereto or accept any Alternative Proposal. The Company shall immediately terminate and suspend (or cause to be terminated and suspended) any ongoing discussions or negotiations with any Person, other than the Potential Acquirors, conducted heretofore

by it, or any of its affiliates or any of the Representatives with respect to any Alternative Proposal or which reasonably could be expected to lead to an Alternative Proposal. The Company will promptly notify the Potential Acquirors regarding any unsolicited Alternative Proposal that would trigger or could reasonably be believed to trigger the Company's right to terminate this Agreement under Section 6 hereof.

For purposes hereof, "Alternative Proposal" means (i) any proposal or offer from any Person other than Potential Acquirors and their affiliates relating to the direct or indirect acquisition of the Company or a material portion of the assets of the Company (other than non-exclusive sales or licenses in the ordinary course of business of the Company), by way of merger or other business combination, recapitalization, tender or exchange offer, sale of stock or other equity securities, sale of assets, exclusive license or otherwise or (ii) any restructuring, recapitalization, insolvency or bankruptcy filing or similar transaction outside of the ordinary course. "Person" means any individual, corporation, limited or general partnership, limited liability company, limited liability partnership, trust, association, joint venture, governmental entity, or other entity or group (which term will include a "group" as such term is defined in Section 13(d)(3) of the Securities Exchange Act of 1934 (the "Exchange Act")).

Nothing in this Section 2 prohibits the Company or the Special Committee (defined below) from any discussions or negotiations with any holder of the Company's convertible notes, including JMCM Holdings LLC, SherpaVentures Fund II, LP and their respective affiliates and representatives (other than with respect to a liquidation or dissolution or the adoption of a plan of liquidation or dissolution).

3. Other Agreements.

a. During the Exclusivity Period, the Company shall use its available cash in the ordinary course, consistent with the Company's financial forecast attached hereto as Exhibit A. Notwithstanding the foregoing, the Company may set aside up to $3,000,000 of its available cash in a separate Company account with Silicon Valley Bank (the "Segregated Account") solely for the purposes of securing (a) payroll, payroll tax and related employee payroll obligations (including vacation pay, sick leave and similar items), (b) the payment of the premium owed under the Company's existing directors and officers insurance policy through April 30, 2024, as and when such premium obligations are due; for the avoidance of doubt, any directors and officers insurance policy premiums that become due during the Exclusivity Period must be paid from the Segregated Account, and (c) a limited contingency not to exceed $500,000 to allow the Company to prepare for and make a Chapter 7 bankruptcy filing. The Company may only use the funds in the Segregated Account for the limited purposes set forth in this Section 3a and may only access such funds if authorized by the Special Committee and either (A) the Exclusivity Period has expired or this Agreement has been terminated in accordance with its terms or (B) the Company's cash on its balance sheet (including the Segregated Account) is less than the Reserve Amount, provided that the restrictions above shall not apply to payments related to D&O insurance policy premiums. For

purposes of this Agreement, "Reserve Amount" shall mean the difference of (i) $3,250,000 and (ii) the sum of all amounts paid during the Exclusivity Period with respect to (x) D&O insurance policy premiums, (y) Houlihan Lokey and (z) Riveron. The Company acknowledges and agrees that the Segregated Account will terminate contemporaneously with a closing of a transaction set forth in a Definitive Agreement.

b. The Potential Acquirors acknowledge that, from the date hereof through the closing of a transaction set forth in a Definitive Agreement, that the Special Committee will continue to engage the services of Freshfields Bruckhaus Deringer, Riveron (provided that fees to Riveron shall not exceed $50,000 per week and Riveron's services shall be limited to those specifically requested in writing by the Special Committee and noticed to the Potential Acquirors) and Houlihan Lokey as its advisors.

4. Affiliates and Representatives. The Company shall instruct each of its affiliates and Representatives who are likely to become aware of any transaction related to the Company to observe the terms of this Agreement. Without limitation by the foregoing, it is understood that any violation of the restrictions set forth in this Agreement by any such affiliate or Representative, whether or not such individual or entity is purporting to act on behalf of the Company, any of its affiliates or otherwise, shall be deemed to be a breach of this Agreement by the Company.

5. No Binding Agreement. Neither party shall have any obligation to enter into any agreement with respect to the Proposal or a potential transaction, nor shall either party have any obligation to complete the transaction until such time as they, each in their sole and absolute discretion, enter into a definitive agreement with respect to the transaction (a "Definitive Agreement"), and then only subject to the terms of such Definitive Agreement. Neither party shall have any duty (express or implied) to negotiate, reach or conclude any legally binding obligation, Definitive Agreement or otherwise or to enter into a Definitive Agreement. No prior or subsequent conduct or action by either party or their respective representatives, whether written, oral or otherwise and whether in furtherance of the transaction or otherwise, shall abrogate the foregoing disclaimers of intent to be bound or create any binding obligations with respect to the transaction, except the entry into a Definitive Agreement.

6. Termination. This Agreement shall terminate upon the expiration of the Exclusivity Period; provided that the Company may terminate this Agreement if, during the Exclusivity Period, (x) (a) it receives an unsolicited Alternative Proposal that the Company's Special Committee determines in good faith is (i) reasonably likely to be consummated in accordance with its terms, and (ii) if consummated, more favorable to the Company than the transactions contemplated by this Agreement (any Alternative Proposal that meets the criteria set forth in clauses (i) and (ii), a "Superior Proposal"), (b) the Company gives at least two business days' notice of such Alternative Proposal to the Potential Acquirors (such period, the "Notice Period") and specifies the material terms of such Alternative Proposal, (c) during the Notice Period, the Company engages, or cause its representatives to engage, in good faith negotiations with the Potential

Acquirors and their representatives regarding any changes to the Proposal so that such Alternative Proposal no longer qualifies as a Superior Proposal (the "Negotiations"), and (d) following completion of the Negotiations, the Special Committee determines in good faith that such Alternative Proposal remains a Superior Proposal or (y) in the event that (i) the Company's cash on its balance sheet (including the Segregated Account) is less than the Reserve Amount and (ii) the Board of Directors of the Company has determined, after consultation with, and taking into account the advice of its legal and professional advisors, that it would be required to terminate this Agreement based upon the exercise of its fiduciary duties. Notwithstanding the foregoing, the Potential Acquirors shall retain their rights and remedies with respect to any breach by the Company of its obligations under this Agreement prior to termination.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

8. Miscellaneous. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the parties hereto. Counterparts may be delivered via facsimile electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[*Signature Page Follows*]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the day and year first above written.

ASTRA SPACE, INC.

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

CHRIS KEMP

/s/ Chris Kemp
Chris Kemp

ADAM LONDON

/s/ Adam London
Adam London

[Signature Page to Exclusivity Agreement]

Exhibit 99.9

February 24, 2024

Strictly Private and Confidential

VIA ELECTRONIC MAIL

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

Dear Members of the Special Committee of the Board of Directors,

As requested by the Special Committee, we are pleased to submit this revised proposal concerning the potential acquisition (the "Revised Proposal") of 100% of the outstanding share capital of Astra Space, Inc. ("Astra" or the "Company") led by Chris Kemp ("Kemp") and Dr. Adam London ("London") (together, "we") not already owned directly or indirectly by Kemp and London.

We, together with our team of external advisors, have dedicated substantial time and resources evaluating the Company's liquidity position and its business and growth prospects as a private company since our initial proposal dated November 8, 2023. Due to our investment of resources, we have completed our due diligence and solidified the financing required to close a transaction notwithstanding the difficult financial markets and the Company's performance during the interim period. We have substantially advanced drafts of the definitive transaction agreement and related documents and believe we would be in a position to promptly execute definitive documentation on the terms below and as discussed with your advisors.

We have revised our offer price to $0.50 per share for the Company for several reasons, including but not limited to (i) the continued cash burn resulting from delay in reaching an agreement; (ii) higher non-operating expenses related to the Company's use of multiple third party advisors to address the Company's liquidity needs and assess options outside of this proposed transaction; (iii) Special Committee, customer and investor requirements for sufficient cash to be on the Company's balance sheet at closing of a transaction to support go forward operations; and (iv) the urgent need for the Company to identify a sustainable solution satisfactory to the Special Committee as an alternative to imminent bankruptcy, transposed with the amount of investor capital that we have identified to date in support of this transaction.

We, as current shareholders, will also be diluted by this lower price and our ownership and control of the Company will be significantly diminished. That said, we believe that taking the Company private and delivering some equity value to shareholders is a superior alternative to taking the Company through a liquidation or reorganization process that would likely impair the Company commercially and result in zero proceeds to shareholders. In addition, we believe the holders of the convertible notes are supportive of the proposed transaction and being long-term investors in Astra.

As you know, we have been tirelessly working to identify both investor capital and customer support to fund this transaction and bridge the Company's cash flow needs from signing to closing. Since our initial offer, the convertible notes have received an incremental $10.4 million in funding and we have identified several customers who view Astra as an essential supplier and have agreed to fund an additional $8.6 million of cash into the Company promptly to support future orders. This cash contribution has been put on hold by the Special Committee subject to identification of a long-term solution. We believe that this Revised Proposal outlines a long-term solution and encourage the Special Committee to immediately authorize these commercial arrangements. In addition, our Revised Proposal would increase the authorized amount of the convertible notes by approximately $6 million, allowing for future funding by investors should it be necessary to reach transaction closing.

Our investors have all signaled support for this Revised Proposal and are standing by for agreement on definitive documentation. We believe we could sign the merger agreement early this week with your full engagement.

The following summarizes our Revised Proposal:

1. **Purchase Price**. A newly formed entity ("Newco") will purchase 100% of the outstanding share capital of Astra not already owned directly or indirectly by Kemp and London or other investors into Newco for $0.50 per share. Newco will pay 100% of the purchase price in cash at the completion of the transaction (the "Closing Date"). Based on approximately 15 million current shares outstanding (assuming conversion and rollover of the convertible notes), we estimate that the purchase of the Company's outstanding stock would require approximately $45 million in cash funding, including transaction fees and an expectation of $20 million to the Company's balance sheet at closing (Appendix A).

2. **Key Assumptions.** Our Revised Proposal is based on the cash and debt positions of the Company at present and expected at closing, transaction expenses as well as the expected funding required for the Company to continue to operate through the Closing Date. This includes the incremental cash burn and professional fees incurred by the Company over the last several weeks versus what was previously understood at the time of our initial proposal as the Special Committee engaged restructuring focused consultants and advisors. Our Revised Proposal also contemplates a minimum of $20 million of cash on the balance sheet at closing to satisfy investors and customers and allow Astra to meet its strategic and financial objectives as a privately-held company.

3. **Financing**. We have arranged equity and rollover commitments for the amounts necessary to consummate the transaction. We are willing to provide a schedule detailing funding and access to these investors so that you may verify this. We expect the support of key customers upon agreement with this transaction and have identified approximately $8.6 million ready to fund into the Company via commercial arrangements.

4. **Transaction Documents**. We are ready to finalize the definitive documents for the transaction, including the merger agreement, equity commitment letter, and rollover commitment letter and anticipate that we will be in a position to promptly execute. We are confident we can resolve any potential issues to the mutual satisfaction of the parties to meet our timeline.

5. **Additional Information**. Please note that this Revised Proposal is an expression of interest only, and we reserve the right to withdraw or modify our Revised Proposal in any manner at any time. We reserve the right, at our absolute discretion, to cease our evaluation of and withdraw from pursuing the Revised Proposal at any time without liability to any person or otherwise vary its terms and conditions, as a result of the diligence review, prevailing market conditions or otherwise. This Revised Proposal does not constitute an offer to sell or the solicitation of an offer to buy any securities. This Revised Proposal is not intended to, and will not, impose any legal obligations upon the parties, which obligations can only be created upon execution and delivery of binding agreements and then only to the extent provided for therein.

This Revised Proposal shall be governed by and construed in accordance with the laws of the State of Delaware.

We are highly focused on signing and subsequently closing a transaction with the utmost speed and certainty, and are prepared to commit all of the resources necessary. Please do not hesitate to reach out to us or our advisors with any questions. Time is of the essence and we expect your prompt reply.

Yours sincerely,

Chris Kemp and Dr. Adam London

/s/ Chris Kemp /s/ Adam London

CC:

Stephen Amdur, Pillsbury Winthrop Shaw Pittman LLP, Partner

Matthew Hughes, Moelis & Company LLC, Managing Director

Appendix A: Sources & Uses

($ in millions, except per share data)

Illustrative Cash Sources	Purchase Price Offer @ $0.50 Per Share $	%
Equity Contributed by Certain Accredited Investors	$ 44.0	95%
Release of Segregated Funds	2.4	5%
Total Illustrative Cash Sources	$ 46.4	100%

Illustrative Cash Uses	$	%
Estimated Cash to Non-Rolling Shareholders	$ 7.7	17%
Estimated Seller Transaction Fees	4.6	10%
Estimated Buyer Transaction Fees	5.8	13%
D&O Insurance Tail Policy	3.4	7%
Margin for Delays	5.0	11%
Cash to Balance Sheet for Post-Close Operations	20.0	43%
Total Illustrative Cash Uses	$ 46.4	100%