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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 3)*

Astra Space, Inc.

(Name of Issuer)

Class A common stock, par value $0.0001 per share

(Title of Class of Securities)

04634X202

(CUSIP Number)

Baldo Fodera
JMCM Holdings LLC
450 Lexington Avenue, 38th Floor
New York, NY 10017
(212) 273-0458

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

March 7, 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 Rule 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	NAMES OF REPORTING PERSONS JMCM Holdings LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) ☒ (b) ☐
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)	☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,887,671 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 1,887,671 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,887,671 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)	☒
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.04% (1)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) HC	

1. See Item 5

1	NAMES OF REPORTING PERSONS MH Orbit LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) ☒ (b) ☐
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)	☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,887,671 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 1,887,671 (1)

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,887,671 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)	☒
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.04% (1)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) HC	

1. See Item 5

1	NAMES OF REPORTING PERSONS Baldo Fodera	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) ☒ (b) ☐
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF, 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 United States	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 2,087,070 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,087,070 (1)

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,087,070 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)	☒
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.99% (1)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN, HC	

1. See Item 5

1	NAMES OF REPORTING PERSONS Alexander Morcos	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) ☒ (b) ☐
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF	
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	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 2,087,070 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,087,070 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,087,070 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)	☒
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.99% (1)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN, HC	

1. See Item 5

EXPLANATORY NOTE

Pursuant to Rule 13d-2 under the Act, this Amendment No. 3 to the Schedule 13D ("Amendment No. 3") amends certain items of the Schedule 13D filed by the Reporting Persons with the Commission on November 16, 2023, as amended and supplemented by Amendment No. 1 filed with the Commission on November 24, 2023 and Amendment No. 2 filed with the Commission on January 23, 2024 (collectively, the "Schedule 13D"), relating to the Class A Common Stock, par value $0.0001 per share (the "Class A Common Stock") of Astra Space, Inc. (the "Issuer" or the "Company"). All capitalized terms contained herein but not otherwise defined shall have the meanings ascribed to such terms in the Schedule 13D.

Item 2. Identity and Background

Item 2 of the Schedule 13D is hereby amended and restated in its entirety as follows:

(a-c, f) This Schedule 13D is being filed by JMCM Holdings LLC ("JMCM"), a Delaware limited liability company, MH Orbit LLC ("MH Orbit"), a Delaware limited liability company, and Baldo Fodera ("Mr. Fodera") and Alexander Morcos ("Mr. Morcos"), each a citizen of the United States of America (each of whom may be referred to herein as a "Reporting Person," and, collectively, as the "Reporting Persons").

This Schedule 13D relates to the Class A Common Stock (i) managed by Mr. Fodera for the benefit of Mr. Morcos (or entities owned by him) and a private charitable foundation and (ii) that JMCM and MH Orbit collectively have the right to acquire by virtue of certain derivative instruments that each holds directly. Each of JMCM and MH Orbit is an investment vehicle formed for the primary purpose of providing its members with the means to manage and preserve assets. Mr. Fodera and Mr. Morcos are co-managers of JMCM and MH Orbit. Mr. Morcos is the sole member of JMCM and MH Orbit.

The address of the principal office for each of the Reporting Persons is 450 Lexington Avenue, 38th Floor, New York, NY 10017.

(d) None of the Reporting Persons has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) None of the Reporting Persons has, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is hereby amended and supplemented as follows:

On March 7, 2024, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement") with Apogee Parent Inc., a Delaware corporation ("Apogee"), and Apogee Merger Sub Inc., a Delaware corporation and a wholly owned subsidiary of Apogee ("Merger Sub"), pursuant to which, among other things, on the terms and subject to the conditions set forth therein, Merger Sub will merge with and into the Company (the "Merger"), with the Company surviving the Merger as a wholly owned subsidiary of Apogee. Apogee and Merger Sub were formed by the Company's founders, Chris Kemp, the Company's chief executive officer, chairman, and a director, and Dr. Adam London, the Company's chief technology officer and a director (collectively, including their immediate family members and certain trusts or other entities in which such persons or immediate family members hold voting, proprietary, equity or other financial interests, the "Specified Stockholders"). Mr. Kemp and Dr. London are the sole holders of all of the Company's outstanding shares of Class B common stock, par value $0.0001 ("Class B Common Stock"), which constitute approximately 66% of the total voting power of the Company.

At the effective time of the Merger (the "Effective Time"), on the terms and subject to the conditions set forth in the Merger Agreement, each share of Class A Common Stock that is issued and outstanding immediately prior to the Effective Time (other than Rollover Shares (as defined herein), any Class A Common Stock canceled pursuant to the Merger Agreement and Dissenting Shares (as defined in the Merger Agreement)) will be automatically canceled and converted into the right to receive an amount of cash equal to $0.50, without interest (the "Merger Consideration"). Immediately prior to the Effective Time, all of the shares of Class B Common Stock held by the Specified Stockholders will be converted into an equal number of shares of Class A Common Stock, and the resulting shares of Class A Common Stock, together with all of the other shares of Class A Common Stock held by the Specified Stockholders and certain other holders of shares of Class A Common Stock, will be acquired by Apogee pursuant to rollover agreements (such shares, the "Rollover Shares") and shall further be canceled and shall cease to exist (the "Rollover"); provided, that the Rollover will be permitted only if no shares of Class B Common Stock are issued and outstanding.

The Merger is expected to be consummated in the second quarter of 2024 (the "Closing"). The obligation of the parties to consummate the Merger is subject to various conditions, including but not limited to the adoption of the Merger Agreement and the approval of the Merger and related transactions by holders of a majority in voting power of the outstanding shares of Class A Common Stock and Class B Common Stock entitled to vote thereon, voting as a single class, and 66⅔% of the outstanding shares of Class B Common Stock, voting as a separate class. Following the execution of the Merger Agreement, Mr. Kemp and Dr. London executed and delivered to the Company a written consent adopting the Merger Agreement and approving the Merger, and Apogee, in its capacity as the sole stockholder of Merger Sub, executed and delivered to the Company a written consent approving the Merger Agreement and the Merger, thereby providing all required stockholder approvals for the Merger. No further action by holders of Class A Common Stock, including the Reporting Persons, is required to complete the Merger.

The Merger Agreement contains certain termination rights for the Company and Apogee, including but not limited to the right of either party to terminate the Merger Agreement if the Merger is not consummated on or before September 6, 2024 (the "Initial Outside Date"), provided that Apogee shall have the right to extend the Initial Outside Date by one week for each $1.5 million of cash that Apogee or Merger Sub provide, or cause to be provided, to the Company (on such terms and conditions as the parties may agree upon in good faith) prior to the termination of the Merger Agreement.

If the Merger is consummated, the shares of Class A Common Stock will cease to be quoted on the Nasdaq Capital Market and will be eligible for deregistration under the Act.

In connection with the Merger, the Reporting Persons, directly or through an affiliate, entered into the following arrangements and agreements with Apogee:

Equity Commitment Letter

In connection with the Merger, JW 16 LLC, a Delaware limited liability company co-managed by Mr. Fodera and Mr. Morcos and of which Mr. Morcos is the sole member ("JW 16"), signed an equity commitment letter dated March 7, 2024 (the "Equity Commitment Letter") with Apogee and Merger Sub, with the Company signing as third-party beneficiary. Pursuant to the Equity Commitment Letter, JW 16 irrevocably committed and agreed to making a capital contribution to Apogee, at or substantially concurrently with the Closing, in accordance with the terms and subject to the conditions set forth in the Equity Commitment Letter, directly or indirectly, in an aggregate value equal to $16,064,553.50 (the "Commitment"). The Commitment will be reduced in an amount equal to any indebtedness funded by JW 16 to the Company after the signing of the Equity Commitment Letter and may be otherwise reduced in accordance with the terms of the Equity Commitment Letter. The Commitment may be satisfied, in JW 16's sole discretion, by (i) a cash contribution to Apogee by, or on behalf of, JW 16, (ii) a contribution to Apogee of shares of the Company's Class A Common Stock held by JW 16 or its affiliates, including JMCM and MH Orbit, as of immediately prior to the Closing, or (iii) a combination of the foregoing. For purposes of determining the value of a share of Class A Common Stock contributed pursuant to the foregoing clauses (ii) and (iii), each share of Class A Common Stock will be ascribed a value equal to the Merger Consideration. The cash proceeds of the Commitment, if any, together with the cash proceeds of the capital contributions made to Apogee by other investors, are intended to be used by Apogee for one or more of the following purposes, and not for any other purpose: (i) to satisfy Apogee's and Merger Sub's payment obligations under the Merger Agreement and the

expenses of Apogee, Merger Sub, Mr. Kemp, and Dr. London required to be reimbursed by the Company pursuant to that certain Interim Investors' Agreement (as defined herein), (ii) after the Closing, for working capital and general corporate purposes of Apogee and its subsidiaries, or (iii) for the purposes of financing cash shortfalls at the Company during the period between the date of the Equity Commitment Letter and the Closing or as otherwise necessary to consummate the Merger.

Debt Commitment Letter

Also in connection with the Merger, MH Orbit signed a debt commitment letter dated March 7, 2024 (the "Debt Commitment Letter") with the Company. Pursuant to the Debt Commitment Letter, MH Orbit agreed that, subject to the satisfaction (or express written waiver) by MH Orbit, in its sole and absolute discretion, of each of the conditions precedent set forth in the Debt Commitment Letter, MH Orbit (or one or more of its affiliates) would provide debt financing to the Company of up to $1.0 million, by no later than April 15, 2024, for the purpose of financing cash shortfalls at the Company during the period between the signing of the Merger Agreement and the Closing. Such interim debt financing is expected to be effected by the Company's issuance of Convertible Notes (as defined in Amendment No. 1) and, if elected by MH Orbit, warrants to purchase shares of Class A Common Stock ("Company Warrants") in the same form as the New Warrants (defined in Amendment No. 3), provided, however, that any offer and sale of any Convertible Notes and Company Warrants pursuant to the Securities Purchase Agreement, dated as of August 4, 2023, as amended and modified, after March 7, 2024, requires the consent of holders of a majority in interest of the Convertible Notes or Company Warrants, as applicable, then outstanding. The amount of any interim debt financing provided to the Company pursuant to the Debt Commitment Letter will reduce the value of the equity commitment provided for in JW 16's Equity Commitment Letter.

Warrant Exchange Agreement

Also in connection with the Merger, each holder of the outstanding Company Warrants, including JMCM and MH Orbit, entered into a warrant exchange agreement, dated as of March 7, 2024, with Apogee and Merger Sub (the "Warrant Exchange Agreement"), pursuant to which the Company Warrant holders, including JMCM and MH Orbit, agreed to exchange their Company Warrants for warrants to purchase shares of Series A Preferred Stock, par value $0.0001 per share, of Apogee (the "Apogee Series A Preferred Stock") immediately after the Effective Time, after which each Company Warrant will be terminated. Specifically, each of JMCM and MH Orbit will receive a new warrant in substantially the form attached as Exhibit A to the Warrant Exchange Agreement, to purchase, respectively, 11,368,708 and 3,465,348 shares of Apogee Series A Preferred Stock, at an initial exercise price of $0.404 per share of Apogee Series A Preferred Stock, and which are immediately exercisable.

Noteholder Conversion Agreement

Also in connection with the Merger, each holder of the Company's Convertible Notes (the "Noteholders"), including JMCM and MH Orbit, entered into a noteholder conversion agreement, dated as of March 7, 2024, with Apogee and Merger Sub (the "Noteholder Conversion Agreement"), pursuant to which, immediately after the Effective Time, Apogee will issue shares of Apogee Series A Preferred Stock to each Noteholder in exchange for the conversion and cancellation of such Noteholder's Convertible Notes in accordance with the terms, and subject to the conditions, set forth in the Noteholder Conversion Agreement (the "Conversion"). The total number of shares of Apogee Series A Preferred Stock issuable to each Noteholder with respect to each Convertible Note of such Noteholder shall be calculated by dividing (a) the sum of (i) the principal amount of such Convertible Note (which shall include the aggregate amount of PIK Interest (as defined in the Form of Senior Secured Convertible Note due 2025) capitalized thereto prior to the date on which the Conversion occurs pursuant to the terms of such Convertible Note, to but excluding, the date on which the Conversion occurs) by (b) $0.404; provided, however, that if such number of shares of Apogee Series A Preferred Stock issuable upon the conversion of such Convertible Note is not a whole number, then such number of shares of Apogee Series A Preferred Stock shall be rounded up to the nearest whole number. As of March 7, 2024, JMCM held $9,691,729.89 stated principal amount of Convertible Notes and MH Orbit held $4,000,000.00 stated principal amount of Convertible Notes.

Interim Investors' Agreement

Also in connection with the Merger, each of Apogee, Merger Sub, Mr. Kemp, Dr. London, JMCM, MH Orbit, JW 16, and SherpaVentures Fund II, LP ("ACME Fund II" and, together with JMCM, MH Orbit, and JW 16, the "Key Investors"), and certain other parties (together with the Specified Stockholders and the Key Investors, the "Investors") entered into an interim investors' agreement, dated as of March 7, 2024 (the "Interim Investors' Agreement"). The Interim Investors' Agreement governs the relationship of the parties thereto pending the Closing, including in respect of the Merger Agreement, the Equity Commitment Letters signed by the Investors, the Warrant Exchange Agreement, and the Noteholder Conversion Agreement and the transactions contemplated thereby. Among other things, the Interim Investors' Agreement (i) affords Apogee the right to enforce the obligation of each Investor to fund its equity commitment under their respective Equity Commitment Letter, (ii) prohibits each Investor, without Investor Consent (as defined in the Interim Investors' Agreement), and subject to limited exceptions, from selling, disposing, or otherwise transferring, directly or indirectly, any equity securities or debt securities of the Company prior to the Closing, (iii) requires Key Investor Consent (as defined in the Interim Investors' Agreement) for Apogee and Merger Sub to take certain actions, including any agreement by Apogee, Merger Sub, or any Investor to amend, modify, provide any consent under, or waive any provision of the Merger Agreement, an Equity Commitment Letter, the Warrant Exchange Agreement, or the Noteholder Conversion Agreement, any agreement by Apogee or Merger Sub to terminate an Equity Commitment Letter, the Warrant Exchange Agreement, or the Noteholder Conversion Agreement, or the entrance by Apogee into a rollover agreement, and (iv) requires Apogee to terminate the Merger Agreement pursuant to Section 7.01(b)(i) thereof unless Apogee receives Key Investor Consent.

Limited Waiver and Consent to Senior Secured Convertible Notes

On March 7, 2024, the Company, each of the subsidiaries of the Company (together with the Company, the "Note Parties"), JMCM, Acme Fund II, Mr. Kemp, through the Chris Kemp Living Trust dated February 10, 2021 (the "Kemp Trust"), Dr. London, MH Orbit, and RBH Ventures Astra SPV, LLC ("RBH," and collectively with JMCM, Acme Fund II, the Kemp Trust, Dr. London, and MH Orbit, the "Initial Investors"), and Astera Institute ("Astera," and together with the Initial Investors, the "Consenting Investors") entered into a Limited Waiver and Consent to Senior Secured Convertible Notes and Common Stock Purchase Warrant and Reaffirmation of Transaction Documents (the "Limited Waiver and Consent"), pursuant to which, among other things, on the terms and subject to the conditions set forth therein, the Consenting Investors (1) consented to (i) the execution of the Merger Agreement and (ii) the consummation of the Merger in accordance with the terms of the Merger Agreement; (2) agreed that the filing with the Commission by one or more of the Consenting Investors together with one or more other persons indicating that a "group" (within the meaning of Section 13(d)(3) of the Act) has been formed which is the direct or indirect "beneficial owner" of shares of more than 50% of the Company's then-outstanding common equity in connection with the Merger will not trigger a fundamental change or fundamental transaction under the Convertible Notes or the Warrants; and (3) agreed to (i) designate a specified bank account of Astra Space Operations LLC as an Excluded Account (as defined in that certain Security Agreement dated as of August 4, 2023, as amended, among the Notes Parties and the Collateral Agent of the holders of the Convertible Notes party thereto) that will serve as a segregated account for purposes of the Merger, and (ii) permit the Company to fund and maintain in such account, funds in an aggregate amount of up to $3.5 million (subject to adjustment by the special committee of the Company's board of directors (the "Special Committee") in accordance with the terms of the Merger Agreement) to be used exclusively for the purposes set forth therein (the "Permitted Purposes") as the Special Committee may direct the Company. The Permitted Purposes include, among other things, payroll expenses, employee health and benefit expenses, rent and utilities, liability insurance, and bankruptcy work. The Merger Agreement further limits when the Special Committee may use such funds for bankruptcy work. The Limited Waiver and Consent is connected to the Initial Financing (as defined in the original Schedule 13D) and subsequent financings.

The foregoing description of each of the Equity Commitment Letter, Debt Commitment Letter, Warrant Exchange Agreement, Noteholder Conversion Agreement, Interim Investors' Agreement, and Limited Waiver and Consent does not purport to be complete and is qualified in its entirety by reference to the text of each such agreement, a copy of each of which is filed as an exhibit to this Schedule 13D and is incorporated herein by reference.

By virtue of the agreements and arrangements discussed herein, the Reporting Persons may be deemed to be members of a "group," as such term is defined in Section 13(d)(3) of the Act and Rule 13d-5 thereunder, with the Investors and the Consenting Investors. However, the Reporting Persons expressly disclaim beneficial ownership of the securities of the Company held or beneficially owned by the Investors and the Consenting Investors, and neither the filing of this statement on Schedule 13D, as amended, nor anything contained herein shall be deemed to be an admission by the Reporting Persons that such a group exists.

Item 5. Interest in Securities of the Issuer

Item 5(a)-(b) of the Schedule 13D is hereby amended and supplemented as follows:

(a, b) Subject to the additional limitations on beneficial ownership by being members of a "group," as discussed further below:

(i) JMCM and MH Orbit may collectively be deemed the beneficial owner of 1,887,671 shares of Class A Common Stock, representing approximately 9.04% of the shares of Class A Common Stock outstanding. This amount consists of 1,887,671 shares of Class A Common Stock that JMCM and MH Orbit, collectively, have the right to acquire within 60 days upon exercise of Warrants and/or conversion of Convertible Notes, subject to the Warrants Blocker and the Convertible Notes Blocker, respectively.

(ii) Each of Mr. Fodera and Mr. Morcos may be deemed the beneficial owner of 2,087,070 shares of Class A Common Stock, representing approximately 9.99% of the shares of Class A Common Stock outstanding. This amount consists of 1,887,671 shares of Class A Common Stock that each of Mr. Fodera and Mr. Morcos has the right to acquire within 60 days upon exercise of Warrants and/or conversion of Convertible Notes, subject to the Warrants Blocker and the Convertible Notes Blocker, respectively, and 199,399 shares of Class A Common Stock.

The foregoing amounts exclude an aggregate of approximately 22,474,566 shares of Class A Common Stock underlying: (i) the Warrants held directly by JMCM; (ii) the Convertible Notes held directly by JMCM; (iii) the Orbit Warrants; and/or (iv) the Orbit Notes, as the Reporting Persons do not have the right to acquire such shares within 60 days due to the Warrants Blocker and the Convertible Notes Blocker.

The Reporting Persons share voting and investment power over the 1,887,671 shares of Class A Common Stock directly beneficially owned collectively by JMCM and MH Orbit. Mr. Fodera and Mr. Morcos share voting and investment power over the 199,399 shares of Class A Common Stock.

The beneficial ownership percentages reported herein are based on a total of 19,003,923 shares of Class A Common Stock outstanding as of February 26, 2024, as disclosed in the Merger Agreement, plus 1,887,671 shares of Class A Common Stock issuable to the Reporting Persons within 60 days of the date hereof upon exercise of the Warrants and/or conversion of the Convertible Notes reported herein as beneficially owned by the Reporting Persons, which have been added to the total shares of Class A Common Stock outstanding in accordance with Rule 13d-3(d)(1)(i) under the Act.

Notwithstanding the foregoing, by virtue of the agreements and arrangements discussed herein, the Reporting Persons may be deemed to be members of a "group," as such term is defined in Section 13(d)(3) of the Act and Rule 13d-5 thereunder, with the following beneficial owners of Class A Common Stock:

(i) Adam London, who may be deemed to beneficially own 1,942,610 shares of Class A Common Stock, subject to the Beneficial Ownership Limitation (defined below) as applied to the group. This amount includes (i) 1,896,237 shares of Class B Common Stock and (ii) 36,153 options that are exercisable or will be exercisable for Class A Common Stock within the next 60 days, and excludes an aggregate of approximately 1,469,959 shares of Class A Common Stock underlying Convertible Notes and Company Warrants;

(ii) Chris Kemp and the Kemp Trust. Mr. Kemp may be deemed to beneficially own 1,932,101 shares of Class A Common Stock, subject to the Beneficial Ownership Limitation as applied to the group. This amount includes (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, and excludes an aggregate of approximately 2,753,347 shares of Class A Common Stock underlying Convertible Notes and Company Warrants;

(iii) Scott Stanford, Acme Fund II, and affiliated entities, who may be deemed to beneficially own, in the aggregate, 1,922,496 shares of Class A Common Stock, subject to the Beneficial Ownership Limitation as applied to the group. This amount excludes an aggregate of approximately 8,706,742 shares of Class A Common Stock underlying Convertible Notes and Company Warrants;

(iv) RBH, who may be deemed to beneficially own 15,093 shares of Class A Common Stock, subject to the Beneficial Ownership Limitation as applied to the group. This amount excludes an aggregate of approximately 245,240 shares of Class A Common Stock underlying Convertible Notes and Company Warrants;

(v) Astera, who may be deemed to beneficially own no shares of Class A Common Stock, subject to the Beneficial Ownership Limitation as applied to the group. This amount excludes an aggregate of approximately 8,353,962 shares of Class A Common Stock underlying Convertible Notes and Company Warrants;

(vi) Ulrich Gall, who may be deemed to beneficially own 2,667 shares of Class A Common Stock, subject to the Beneficial Ownership Limitation as applied to the group. This amount excludes an aggregate of approximately 612,685 shares of Class A Common Stock underlying Convertible Notes and Company Warrants;

(vii) ERAS Capital LLC, who may be deemed to beneficially own 1 share of Class A Common Stock, subject to the Beneficial Ownership Limitation as applied to the group. This amount excludes an aggregate of approximately 1,670,791 shares of Class A Common Stock underlying Convertible Notes and Company Warrants.

Each of the Convertible Notes and Company Warrants held by the foregoing beneficial owners (the "Astra Group") are subject to a beneficial ownership limitation that provides that the Company may not issue shares to any Astra Group member upon conversion of any portion of the Convertible Notes, or upon exercise of any portion of the Company Warrants, to the extent that immediately after giving effect to such issuance, such Astra Group member, together with any affiliates and any persons acting as a "group," as such term is used for purposes of Section 13(d) of the Act, with such Astra Group member, would beneficially own in excess of 19.99% of the total number of shares of Class A Common Stock outstanding (the "Beneficial Ownership Limitation").

Collectively, the "group" may be deemed to beneficially own an aggregate of 5,995,925 shares of Class A Common Stock, representing approximately 26.3% of the shares of Class A Common Stock outstanding, as calculated in accordance with Rule 13d-3(d)(1)(i) under the Act and subject to the Beneficial Ownership Limitation as applied to the group. As a member of a "group" with an aggregate beneficial ownership of Class A Common Stock that exceeds 9.99%, the Reporting Persons may be restricted by the Warrants Blocker and the Convertible Notes Blocker from exercising any of their

Warrants and converting any of their Convertible Notes, such that each of JMCM and MH Orbit may be deemed to beneficially own no shares of Class A Common Stock, and each of Mr. Fodera and Mr. Morcos may be deemed to beneficially own only 199,399 shares of Class A Common Stock, while members of such a "group."

The Reporting Persons expressly disclaim beneficial ownership of the securities of the Company beneficially owned by the other "group" members, and neither the filing of this statement on Schedule 13D, as amended, nor anything contained herein shall be deemed to be an admission by the Reporting Persons that such a group exists.

Item 6. Contracts, Arrangements, Undertakings or Relationships with Respect to Securities of the Issuer

Item 6 of the Schedule 13D is hereby amended and supplemented as follows:

The response to Item 4 of this Schedule 13D is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits

Item 7 of the Schedule 13D is hereby amended and supplemented as follows:

Exhibit 11 – Joint Filing Agreement, dated March 11, 2024.

Exhibit 12 – Equity Commitment Letter, dated March 7, 2024, from JW 16 LLC to Apogee Parent Inc.

Exhibit 13 – Debt Commitment Letter, dated March 7, 2024, from Astra Space, Inc. to MH Orbit LLC.

Exhibit 14 – Warrant Exchange Agreement, dated as of March 7, 2024, by and among Apogee Parent Inc., Apogee Merger Sub Inc., and each of the holders listed on Schedule 1 thereto.*

Exhibit 15 – Noteholder Conversion Agreement, dated as of March 7, 2024, by and among Apogee Parent Inc., Apogee Merger Sub Inc., and each of the Noteholders listed on Schedule 1 attached thereto.

Exhibit 16 – Interim Investors' Agreement, dated as of March 7, 2024, by and among Apogee Parent Inc., Apogee Merger Sub Inc., Chris C. Kemp, Adam London, MH Orbit LLC, JMCM Holdings LLC, JW 16 LLC, SherpaVentures Fund II, LP, and the other parties appearing on the signature pages thereto.*

Exhibit 17 – Limited Waiver and Consent to Senior Secured Convertible Notes and Common Stock Purchase Warrant and Reaffirmation of Transaction Documents, dated as of March 7, 2024, by and among Astra Space, Inc., each of the subsidiaries of Astra Space, Inc. party thereto, and each of the noteholders party thereto.*

*Certain exhibits and schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Reporting Persons hereby undertake to furnish supplemental copies of any of the omitted exhibits and schedules upon request by the Commission.

SIGNATURES

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

March 11, 2024

JMCM Holdings LLC
By: /s/ Baldo Fodera
Name: Baldo Fodera
Title: Co-Manager

MH Orbit LLC
By: /s/ Baldo Fodera
Name: Baldo Fodera
Title: Co-Manager

Alexander Morcos
By: /s/ Baldo Fodera
Name: Baldo Fodera
Title: By Power of Attorney

/s/ Baldo Fodera
Baldo Fodera

Exhibit 11

JOINT FILING AGREEMENT

The undersigned hereby agree that the statement on Schedule 13D with respect to the Class A Common Stock of Astra Space, Inc., dated as of March 11, 2024, is, and any amendments thereto (including amendments on Schedule 13G) signed by each of the undersigned, shall be filed on behalf of each of us pursuant to and in accordance with the provisions of Rule 13d-1(k) under the Securities Exchange Act of 1934.

Dated: March 11, 2024

JMCM Holdings LLC
By: /s/ Baldo Fodera
Name: Baldo Fodera
Title: Co-Manager

MH Orbit LLC
By: /s/ Baldo Fodera
Name: Baldo Fodera
Title: Co-Manager

Alexander Morcos
By: /s/ Baldo Fodera
Name: Baldo Fodera
Title: By Power of Attorney

/s/ Baldo Fodera
Baldo Fodera

Exhibit 12

JW 16 LLC
c/o Pine Ridge Advisers LLC
450 Lexington Avenue, 38th Floor
New York, New York 10017

March 7, 2024

Apogee Parent Inc.
1900 Skyhawk St
Alameda, CA 94501
Attention: Chris Kemp and Dr. Adam London
Email: chris@kemp.com and adam@londonfarms.org

Re: Project Apogee – Equity Commitment Letter

Ladies and Gentlemen:

Reference is made to that certain Agreement and Plan of Merger (as amended, supplemented or modified from time to time in accordance with the terms thereof, the "Merger Agreement"), dated as of the date hereof, by and among Apogee Parent Inc., a Delaware corporation ("Parent"), Apogee Merger Sub Inc., a Delaware corporation and wholly-owned subsidiary of Parent ("Merger Sub"), and Astra Space, Inc., a Delaware corporation (the "Company"), pursuant to which, among other things, at the Closing, Merger Sub will be merged with and into the Company (the "Merger"), with the Company being the surviving entity of such Merger and a wholly-owned direct subsidiary of Parent (the "Surviving Corporation"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Merger Agreement.

1. Commitment. JW 16 LLC ("Investor") is pleased to advise you that Investor, on behalf of itself (and one or more of its Investor Assignees (as defined below), if applicable), hereby irrevocably commits and agrees to make a capital contribution to Parent, at or substantially concurrently with the Closing, in accordance with the terms and subject to the conditions set forth in this letter agreement (this "Agreement"), directly or indirectly, in an aggregate value equal to $16,064,553.50 (the "Commitment"), subject to reduction as set forth in this Section 1. Investor's Commitment may be satisfied, in Investor's sole discretion, by (i) a cash contribution to Parent by, or on behalf of, Investor, (ii) a contribution to Parent of shares of Class A common stock, par value $0.0001 per share, of the Company (the "Company Class A Shares") held by Investor or its Affiliates as of immediately prior to the Closing, or (iii) a combination of the foregoing. For purposes of determining the value of Investor's contribution pursuant to the foregoing clauses (ii) and (iii), including determining whether the Commitment has been satisfied, each Company Class A Share contributed by Investor shall be ascribed a value equal to the Merger Consideration. At least three (3) business days prior to the Closing, Investor shall deliver to Parent an election notice in the form of Exhibit A attached hereto (the "Election Notice"), specifying the portion of the Commitment that will be satisfied pursuant to each of the foregoing clauses (i) through (iii).

The cash proceeds of the Commitment, if any, together with the cash proceeds of the capital contributions made to Parent pursuant to the other Equity Commitment Letters (the "Signing Equity Commitment Letters") and Debt Commitment Letter (the "Debt Commitment Letter") delivered to Parent by certain other investors (the "Signing Investors") as of the date hereof and the Interim Commitment Letters (as defined below) shall be used by Parent for one or more of the following purposes, and not for any other purpose whatsoever: (i) to satisfy Parent's and Merger Sub's payment obligations under the Merger Agreement and the expenses of Parent, Merger Sub, Chris C. Kemp, and Dr. Adam London required to be reimbursed by the Company pursuant to that certain Interim Investors' Agreement, dated as of the date hereof, by and among Parent, Merger Sub, Investor, and the Other Investors (the "Interim Investors' Agreement") (the payments in this clause (i), collectively, the "Closing Payments"), (ii) after the Closing, for working capital and general corporate purposes of Parent and its Subsidiaries, or (iii) for the purposes of financing cash shortfalls at the Company during the period between the date hereof and the Closing or as otherwise necessary to consummate the Transactions. The value of the Commitment (a) may be reduced by Parent by written notice prior to the Closing only in accordance with the terms of the Investor Investors' Agreement, and only so long as Parent shall have, assuming the receipt of all proceeds under this Agreement, the applicable Signing Equity Commitment Letters, the Debt Commitment Letter, and any other financing commitments delivered to Parent on or after the date hereof (the "Interim Commitment Letters" and together with the Signing Equity Commitment Letters and the Debt Commitment Letter, the "Other Commitment Letters", and the commitment parties to the Interim Commitment Letters, the "Interim Investors" and together with the Signing Investors, the "Other Investors") in a form consented to by the Company in writing (such consent not to be unreasonably withheld, conditioned, or delayed), sufficient funds to satisfy the Closing Payments in full and (b) shall be reduced automatically in an amount equal to any indebtedness funded by Investor to the Company after the date hereof, including, without limitation, pursuant to any Interim Commitment Letter, if any. At the Closing, Investor, together with any Investor Assignee, shall, in the aggregate, have sufficient means (whether through a cash contribution or rollover of Company Class A Shares) to make a capital contribution in the amount of the Commitment. None of Investor nor any Investor Assignee shall, under any circumstance, be obligated to (or be obligated to cause any other Person to), directly or indirectly, contribute to, purchase equity or debt from, make an investment in or otherwise provide funds or assets to Parent or any other Person pursuant to this Agreement in excess of the Commitment (it being understood that nothing herein shall be deemed to limit or otherwise impair any of Investor's commitments or obligations pursuant to the Warrant Exchange Agreement or the Noteholder Conversion Agreement). Notwithstanding anything to the contrary set forth in this Agreement, in no event shall the cumulative liability of Investor and any Investor Affiliate under this Agreement exceed the Commitment.

2. Closing Conditions. Investor's and any Investor Assignee's obligation to make a capital contribution to Parent for any portion of the Commitment pursuant to this Agreement shall be subject to the satisfaction (or express written waiver by Investor) of the following conditions precedent:

(a) the Merger Agreement, the Warrant Exchange Agreement, and the Noteholder Conversion Agreement shall have been duly executed and delivered by the parties thereto and shall be in effect in accordance with its terms and shall not have been terminated;

(b) (i) the continuing satisfaction of all conditions to effect the Closing set forth in Sections 6.01 and 6.02 of the Merger Agreement (the "Closing Conditions") (other than any conditions that by their nature are to be satisfied at the Closing, but each of which are capable of being satisfied at the Closing) or the waiver of all unsatisfied Closing Conditions by Parent and Merger Sub with Key Investor Consent (as defined in the Interim Investors' Agreement) and (ii) the Closing is required to occur pursuant to Section 1.06 of the Merger Agreement;

(c) the substantially simultaneous consummation of the Closing in accordance with the terms of the Merger Agreement; and

(d) prior to or substantially concurrently with the Closing, the Other Investors have made capital contributions or funded indebtedness to Parent or the Company, as applicable, pursuant to the applicable Other Commitment Letters in an aggregate value, together with the full value of the Commitment, such that as of the Closing, Parent or Merger Sub has funds equal to the sum of (i) the total Closing Payments and (ii) the difference between $10,000,000 and the amount of the Company's cash and cash equivalents as of the Closing.

3. Enforcement. This Agreement shall be binding solely on Investor and any Investor Assignees under this Agreement and inure solely to the benefit of Parent, and nothing in this Agreement (other than as set forth in this Section 3), express or implied, shall be construed to confer upon or give to any Person other than Parent any benefits, rights or remedies under or by reason of, or any rights to enforce or cause Parent to enforce, (x) the contribution to Parent of all or any of the Commitment (subject to the terms and conditions set forth in this Agreement) or (y) any other provisions of this Agreement; provided, however, that the Company is hereby expressly made a third party beneficiary (a) of the rights granted to Parent hereby only for the purpose of seeking specific performance of Parent's right to cause the Commitment to be contributed to Parent by Investor and any Investor Assignee in accordance with Section 1 and Section 2 of this Agreement (solely to the extent that Parent can enforce the Commitment pursuant to the terms hereof) and (b) for the purpose of specifically enforcing the Company's rights to consent to certain matters as expressly provided in this Agreement, and for no other purpose (including any claim for monetary damages hereunder) and only if, in the case of clause (a) above, (i) the Company is entitled to pursue specific performance pursuant to Section 8.08 (*Specific Enforcement*) of the Merger Agreement and (ii) the Company is also seeking enforcement of each Other Investor's corresponding funding obligations under the applicable Other Commitment Letters (except for any Other Investor who has satisfied and performed, or has irrevocably confirmed in writing that it is prepared to satisfy and perform, in full, its corresponding funding obligations under the applicable Other Commitment Letter), but with any actual performance by Investor hereunder subject to satisfaction of the conditions set forth in Section 2 (or waiver by Investor in its sole discretion), and in no event shall Investor be required to fund all or any portion of the Commitment unless the conditions set forth in Section 2 are satisfied (or waived by Investor in its sole discretion). Investor acknowledges and agrees that the availability of any monetary damages against Parent or Merger Sub pursuant to the Merger Agreement shall not be construed to diminish or otherwise impair in any respect the Company's right to specific enforcement to cause Parent to cause, or directly cause, Investor and any Investor Assignees to fund, the Commitment to the extent permitted by the immediately preceding sentence. The Company's status as a third party beneficiary is specifically conditioned upon the acceptance by the Company of (and the agreement of the Company to comply with) the covenants, agreements and acknowledgments applicable to it set forth in this Agreement. Except as expressly set forth in this Section 3, (A) this Agreement may be enforced only by Parent at the direction of its equityholders in their sole discretion and (B) this Agreement cannot be enforced, and none of Parent's nor Merger Sub's creditors (other than the Company to the extent provided herein) or any other Person claiming by, through, or on behalf or for the benefit of Parent, Merger Sub, or the Company shall have any right to enforce, or to cause Parent or Merger Sub to enforce, this Agreement. For the avoidance of doubt and notwithstanding anything to the contrary contained in the Merger Agreement or in this Agreement, and notwithstanding that this Agreement is referred to in the Merger Agreement, no party other than Parent and, solely to the extent provided in this Section 3, the Company, shall have any rights against Investor pursuant to this Agreement.

4. Non-Recourse.

(a) Each party hereto understands and agrees that: (i) Parent and Merger Sub are separate corporate entities; (ii) the sole asset of each of Parent and Merger Sub is cash in a *de minimis* amount as of the date hereof; and (iii) no additional funds or assets are expected to be contributed to either Parent or Merger Sub unless and until the Closing occurs pursuant to the Merger Agreement.

(b) The Company's rights as an express third party beneficiary as set forth in Section 3, the Company's rights and remedies against Parent and Merger Sub under the Merger Agreement, and the Company's rights and remedies under the Confidentiality Agreement (as defined below) shall be, and are intended to be, the sole and exclusive, direct or indirect, remedies available to the Company, the stockholders of the Company, any creditors of the Company, any other Person claiming by, through or for the benefit of any of the foregoing, or any of their respective Affiliates, equityholders, beneficiaries, heirs, estates, successors or assigns, against Investor or any Investor Assignee or (i) any former, current or future, direct or indirect, director, manager, officer, employee, consultant, general or limited partner, member, stockholder, security holder, Affiliate, controlling person, successor, assignee, predecessor, financing source, attorney, advisor, agent or representative (or any of their respective successors or assigns), of Investor, any Investor Assignees, or any of their respective Affiliates, (ii) any former, current or future, direct or indirect, holder of any equity interests or securities of Investor, any Investor Assignee, or any of their respective Affiliates (or any of their respective successors or assigns) or (iii) any former, current or future, direct or indirect, director, manager, officer, employee, consultant, general or limited partner, member, stockholder, security holder, Affiliate, controlling person, successor, assignee, predecessor, financing source, attorney, advisor, agent or representative of any of the foregoing (or any of their respective successors or assigns) (each such Person referred to in clauses (i), (ii) or (iii), other than Parent, Investor and any Investor Assignees, a "Related Person"), in respect of any liabilities, obligations, losses, damages or recovery of any kind (including, to the extent such remedies are available, consequential, indirect or punitive damages, and whether at law, in equity or otherwise) arising under, in connection with, or related to this Agreement, the Merger Agreement, any other Transaction Document or any documents, agreements, certificates or other instruments delivered in connection herewith or therewith, or the performance or consummation of the transactions contemplated hereby or thereby, or in respect of any oral representations made or alleged to be made in connection herewith or therewith, or any breach hereof or thereof (whether willfully, intentionally, unintentionally or otherwise), including in the event Parent or Merger Sub breaches any obligations under the Merger Agreement, regardless of whether such breach is caused by any breach of Investor's or any Investor Assignee's obligations under this Agreement.

(c) Notwithstanding anything that may be expressed or implied in this Agreement, the Merger Agreement, the other Transaction Documents or any document, agreement, certificate or other instrument delivered in connection herewith or therewith, and notwithstanding that Investor or any Investor Assignee may be a partnership or a limited liability company, by its acceptance hereof, Parent and Merger Sub (and the Company, by accepting, and as a condition to exercising its rights as an express third party beneficiary of this Agreement as specified in Section 3) acknowledges and agrees that (i) no Person (other than Investor or any Investor Assignee in accordance with and subject to the limitations set forth in this Agreement) has any liability, obligation or commitment of any nature, known or unknown, whether due or to become due, absolute, contingent or otherwise, under this Agreement or in connection with the making of the capital contribution to Parent in the value of the Commitment contemplated hereby, (ii) no recourse, remedy or right of recovery or contribution (whether at law, in equity, in contract, in tort or otherwise) shall be had under this Agreement, the Merger Agreement, the other Transaction Documents or any documents, agreements, certificates or other instruments delivered in connection herewith or therewith, or in respect of any oral representations made or alleged to be made in connection herewith or therewith, or relating to any breach hereof or thereof (whether willfully, intentionally, unintentionally or otherwise), including in the event Parent or Merger Sub breaches any obligations under the Merger Agreement, regardless of whether such breach is caused by any breach of Investor's or any Investor Assignee's obligations under this Agreement, against any Related Person of Investor or any Investor Assignee, or any Related Person of such Related Person, whether by the enforcement of any judgment or assessment or by any legal or equitable proceeding or by virtue of any statute, regulation or other applicable law, (iii) no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by Investor, any Investor Assignee, any Related Person of Investor or any Investor Assignee, or any Related Person of such Related Person, under, in connection with, or related to, this Agreement, the Merger Agreement, the other Transaction Documents or any document, agreement, certificate or other instrument delivered in connection herewith or therewith, or in respect of any oral representations made or alleged to be made in connection herewith or therewith, or any breach hereof or thereof (whether willfully, intentionally, unintentionally or otherwise), including in the event Parent or Merger Sub breaches any obligations under the Merger Agreement, regardless of whether such breach is caused by any breach of Investor's or any Investor Assignee's obligations under this Agreement or for any claim or Action and (iv) under no circumstances shall Investor, any Investor Assignee, any Related Person of Investor or any Investor Assignee, or any Related Person of such Related Person, be liable to any Person for incidental, consequential, punitive, exemplary, special or any other damages under the Merger Agreement, this Agreement or any other Transaction Document.

(d) Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person, other than Parent, Merger Sub, the Company (to the extent set forth in Section 3 of this Agreement) and Investor, any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Notwithstanding the foregoing, nothing in this Section 4 is intended or shall be construed to limit the contractual obligations of (i) Parent, Merger Sub or the Company under the Merger Agreement, (ii) any person that is a party to or an express third-party beneficiary under any Transaction Document under, and to the extent provided in, such Transaction Document, or (iii) Investor under any confidentiality agreements or joinders thereof entered into by and among Investor, Chris Kemp, Adam London and/or the Company (as applicable, the "Confidentiality Agreement").

5. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, (A) THE LIABILITY OF INVESTOR AND ANY INVESTOR ASSIGNEE UNDER THIS AGREEMENT SHALL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE COMMITMENT, (B) INVESTOR AND ANY INVESTOR ASSIGNEE SHALL NOT HAVE ANY LIABILITY WITH RESPECT TO ANY LOSS, DEFICIENCY, LIABILITY, OBLIGATION, SUIT, ACTION, CLAIM, DAMAGE, COST OR EXPENSE (INCLUDING COURT COSTS, AMOUNTS PAID IN SETTLEMENT, JUDGMENTS, REASONABLE ATTORNEYS' FEES OR OTHER EXPENSES, INCLUDING INTEREST AND PENALTIES, COSTS AND EXPENSES FOR INVESTIGATING, DEFENDING AND ENFORCING ITS RIGHTS) (ANY "LOSS") INCURRED BY THE COMPANY, THE STOCKHOLDERS OF THE COMPANY OR ANY OF THEIR RESPECTIVE AFFILIATES OR ANY OTHER PERSON IN CONNECTION WITH ANY BREACH BY PARENT OR MERGER SUB OF ANY OF THEIR OBLIGATIONS CONTAINED IN THE MERGER AGREEMENT OR ANY BREACH BY INVESTOR OR ANY INVESTOR ASSIGNEE OF ANY OF THEIR OBLIGATIONS CONTAINED IN THIS AGREEMENT, AND (C) UNDER NO CIRCUMSTANCES MAY ANY PERSON BUT THE COMPANY (IN ACCORDANCE WITH, AND SUBJECT TO THE LIMITATIONS OF, SECTION 3), PARENT OR MERGER SUB BRING ANY ACTION, CLAIM OR PROCEEDING UNDER THIS AGREEMENT.

6. Termination.

(a) This Agreement shall, automatically and immediately, expire, terminate and cease to have any further force or effect upon the earliest to occur of: (a) the valid termination of the Merger Agreement in accordance with Article VII thereof, (b) the consummation of the Closing in accordance with and subject to the terms and conditions of the Merger Agreement, but only if Investor or any Investor Assignee makes a capital contribution to Parent in a value equal to the Commitment, (c) the funding or contribution in full of the Commitment, and (d) the assertion, directly or indirectly, by the Company or any of its controlled Affiliates or any of their respective officers or directors (other than, in each case, if applicable, Investor, any Investor Affiliate or any Related Person) or Affiliates of any claim or Action against Investor, any Investor Affiliate or any Related Person thereof in connection with the Merger Agreement, this Agreement, or any other Transaction Document, or any of the transactions contemplated thereby or hereby (including in respect of any oral representations made or alleged to be made in connection therewith or herewith), except, in the case of this clause (d), for (i) any claim or Action brought by the Company or any of its Affiliates that are parties to, or express third-party beneficiaries under, a Transaction Document against Parent or Merger Sub under the Merger Agreement or any other Transaction Document to which Parent or Merger Sub is a party in accordance with and subject to the terms and conditions thereof, (ii) any claim or Action brought by the Company seeking specific performance of Investor's or any Investor Assignee's obligations to fund or contribute the Commitment in accordance with, and subject to, the terms and conditions of this Agreement (but only if the Company is also seeking enforcement of each Other Investor's funding or contribution obligations under the applicable Other Commitment Letters (except for any such person who has satisfied and performed its funding or contribution obligations under the applicable Other Commitment Letter)), or (iii) any claim or Action brought by the Company against Investor to enforce the Company's rights under the Confidentiality Agreement (any such claim or Action described in the foregoing clauses (i) through (iii) of this clause (d), a "Non-Prohibited Claim", and any such claim or Action described in this clause (d) other than a Non-Prohibited Claim, a "Prohibited Claim"); provided, that no termination pursuant to this clause (d) shall occur if such Prohibited Claim (A) was not brought in bad faith or in conscious disregard of this provision and (B) is subsequently withdrawn by the Company (or the applicable controlled Affiliate, director or officer) within three (3) business days after notice by Investor to the Company in writing asserting that such claim constitutes a Prohibited Claim hereunder. Upon any such termination of this Agreement, Investor's and any Investor Assignee's obligations hereunder will terminate and Investor's and any Investor Assignee's obligations hereunder shall be discharged and no party hereto shall have any liability whatsoever to any other party hereto.

(b) Notwithstanding the foregoing, this Section 6 and Sections 3, 4, 5, 8 and 10 through 20 hereof shall survive such termination.

7. Assignment. Investor shall be entitled, at any time before the Closing, to assign any portion of the Commitment to one or more of its Affiliates or affiliated funds (each an "Investor Assignee"), and upon such Investor Assignee making a capital contribution to Parent in accordance with this Agreement effective upon the Closing, Investor shall have no further obligation to Parent or Merger Sub (or any other Person) with respect to such portion of the Commitment; provided, that no such assignment shall be permitted if it (a) would reasonably be expected to materially increase the risk that any Governmental Authority issues or enters an order, judgment, injunction or equivalent ruling enjoining or otherwise prohibiting the consummation of the Transactions or (b) would reasonably be expected to materially impair, delay or prevent the consummation of the Transactions. Notwithstanding the foregoing, Investor acknowledges and agrees that, except to the extent otherwise agreed in writing by Parent and the Company, (a) any such assignment shall not relieve Investor of its obligations hereunder (including to invest the full value of the Commitment) and Parent and Merger Sub shall be entitled to pursue all rights and remedies against Investor, subject to the terms and conditions hereof, and (b) the Commitment and the other obligations of Investor hereunder may not be assigned except as expressly set forth herein. The rights of Parent, Merger Sub and the Company under or in connection with this Agreement may not be assigned in any manner without the prior written consent of each of the other parties hereto, and any attempted assignment in violation of this provision shall be null and void.

8. No Other Beneficiaries. Except for the third party beneficiary rights specifically provided to the Company pursuant to Section 3 of this Agreement, this Agreement shall be binding on Investor and any Investor Assignee solely for the benefit of Parent and Merger Sub, and nothing set forth in this Agreement is intended to or shall confer upon or give to any Person, other than Parent and Merger Sub any benefits, rights or remedies under or by reason of, or any rights to enforce or cause Parent or Merger Sub to enforce, the obligation to make the capital contribution to Parent in the value of the Commitment or any provisions of this Agreement; provided, that, notwithstanding anything to the contrary in this Agreement, any Related Person shall be an express third party beneficiary of the provisions set forth herein that are for the benefit of any Related Person (including the provisions of Section 3 through Section 6 and Section 8 through Section 20 hereof). Without limiting the foregoing, creditors of Parent and Merger Sub shall have no right to enforce this Agreement or to cause Parent or Merger Sub to enforce this Agreement.

9. Representations and Warranties.

(a) Each party hereto hereby represents and warrants to the other parties hereto as follows:

(i) if such party is a corporate entity, it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement in accordance with the terms of this Agreement and if such party is an individual, he or she has full legal capacity, right, and authority to execute and deliver this Agreement and to perform his or her obligations hereunder;

(ii) the execution, delivery and performance of this Agreement has been duly authorized by all necessary action and, if such party is a corporate entity, does not contravene any provision of its partnership agreement, limited liability company agreement or other organizational documents, or any Law, regulation, rule, decree, order, judgment or contractual restriction binding on such party's or such party's assets;

(iii) all consents, approvals, authorizations, permits of, filings with and notifications to, any Governmental Authority necessary for the due execution, delivery and performance of this Agreement by such party, as applicable, have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Authority is required in connection with the execution, delivery or performance of this Agreement;

(iv) if such party is a corporate entity, it is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization, and is duly qualified to conduct business, and is in good standing, in each other jurisdiction where the ownership of its properties or the conduct of its business makes such qualification necessary;

(v) this Agreement has been duly and validly executed and delivered by such party and constitutes a legal, valid and binding obligation of such party enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer and similar laws of general applicability relating to or affecting creditor's rights and to general equitable principles;

(b) Investor hereby represents and warrants to Parent and Merger Sub as follows:

(i) only to the extent Investor elects to make a cash contribution pursuant to Section 1, Investor has the financial capacity to pay and perform its obligations under this Agreement and as of the Closing, will have sufficient funds, available lines of credit, unfunded capital commitments or other sources of immediately available funds or assets to fulfill the Commitment for as long as this Agreement and the Commitment shall remain in effect;

(ii) Neither Investor, nor any of its Affiliates, is a "foreign person" within the meaning of 31 C.F.R. § 800.224.

(iii) Investor is aware that there is a high degree of risk incident to making and funding or contributing the Commitment (such transaction, the "Investment") (including such risks as set forth in the Company's filings with the SEC), Investor is a sophisticated investor that has such knowledge and experience in financial and business matters as to be capable of evaluating such risks and the merits of making the Investment in accordance with the terms and subject to the conditions set forth herein, and Investor has sought such accounting, legal and tax advice as Investor has considered necessary to make an informed investment decision in connection with the transactions contemplated by this Agreement;

(iv) Investor has, alone or together with any professional advisors, adequately analyzed and fully considered the risks of making the Investment, determined that the Investment is a suitable investment for Investor, and specifically acknowledged that a possibility of total loss of Investor's Investment in Parent exists and determined that Investor is able at this time and in the foreseeable future to bear the economic risk of such loss;

(v) Investor has had the opportunity to review the Merger Agreement and the other Transaction Documents (including all exhibits and schedules thereto), the Company's filings with the SEC, and any other non-public information with respect to the Company and Parent that may have been provided to Investor and has been afforded (i) the opportunity to ask such questions as Investor has deemed necessary of, and to receive answers from, representatives of the Company or Parent, as applicable, concerning the terms, conditions, risks and merits of the Investment, (ii) access to information about the Company and Parent and their respective financial condition, results of operations, business, properties, management and prospects sufficient to enable Investor to evaluate the Investment, and (iii) the opportunity to review the Company's public filings with the SEC and to obtain such additional information that the Company or Parent possesses or can acquire without unreasonable effort or expense, in each case, that is necessary to make an informed investment decision with respect to the Investment;

(vi) in making the decision to make the Investment, Investor has relied solely upon Investor's own independent investigation and diligence, has not relied on any statements, representations or warranties, investigation (including with respect to the accuracy, completeness or adequacy of the Company's public disclosure) or other information provided, by or on behalf of (i) any former, current or future, direct or indirect, director, manager, officer, employee, consultant, general or limited partner, member, stockholder, security holder, Affiliate, controlling person, successor, assignee, predecessor, financing source, attorney, advisor, agent or representative (or any of their respective successors or assigns), of Parent, Merger Sub or any of their respective Affiliates, (ii) any former, current or future, direct or indirect, holder of any equity interests or securities of Parent, Merger Sub, or any of their respective Affiliates (or any of their respective successors or assigns) or (iii) any former, current or future, direct or indirect, director, manager, officer, employee, consultant, general or limited partner, member, stockholder, security holder, Affiliate, controlling person, successor, assignee, predecessor, financing source, attorney, advisor, agent or representative of any of the foregoing (or any of their respective successors or assigns) (including Moelis & Company LLC (together with its affiliates, "Moelis") or any of its respective affiliates or any control persons, officers, directors, employees, partners, agents or representatives of any of the foregoing) concerning the Company, Parent, Merger Sub, the Commitment, the Investment, the Transactions or the risks associated therewith; and

(vii) Investor acknowledges and agrees that (i) Moelis & Company LLC is acting as financial advisor to Chris Kemp and Dr. Adam London, (ii) Moelis has not provided any information or advice to Investor and has no contractual, fiduciary or legal obligations to Investor, in each case, with respect to the Investment, (iii) Moelis has not made and does not make any representation, express or implied, as to the Company, Parent, Merger Sub, the Commitment, the Investment, the Transactions or the Company's or Parent's viability as a going concern, (iv) Moelis has not acted as Investor's financial advisor or fiduciary in connection with the Investment, and (v) Moelis shall not have any liability to Investor, or to any other investor, pursuant to, arising out of or relating to the Company, Parent, Merger Sub, the Commitment, the Investment, the Transactions.

10. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

11. Governing Law; Jurisdiction.

(a) This Agreement and any claim, cause of action or Action (whether in contract, tort or otherwise) that may directly or indirectly be based upon, relate to or arise out of this Agreement or the transactions contemplated hereby, or the negotiation, execution or performance of this Agreement, shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(b) Each party hereto (and the Company, in its capacity as an express third party beneficiary of this Agreement as specified in Section 3) (i) expressly submits to the personal jurisdiction and venue of the Court of Chancery of the State of Delaware or, if such court would not have subject matter jurisdiction over any such claim, cause of action or Action, the federal courts of the United States located in the State of Delaware (the "Designated Courts"), in the event any claim, cause of action or Action involving the parties hereto (whether in contract, tort or otherwise) based upon, relating to or arising out of this Agreement or the transactions contemplated hereby, (ii) expressly waives any claim of lack of personal jurisdiction or improper venue and any claims that the Designated Courts are an inconvenient forum with respect to such claim, cause of action or Action and (iii) agrees that it shall not bring any claim, cause of action or Action against any other parties hereto based upon, relating to or arising out of this Agreement or the transactions contemplated hereby in any court other than the Designated Courts. Each party hereto (and the Company, in its capacity as an express third party beneficiary of this Agreement as specified in Section 3) hereby irrevocably consents to the service of process with respect to the Designated Courts in any such claim, cause of action or Action by the mailing of copies thereof by registered or certified mail or by overnight courier service, postage prepaid, to its address set forth on the signature pages hereto.

12. Waiver of Jury Trial. EACH PARTY HERETO (AND THE COMPANY, IN ITS CAPACITY AS AN EXPRESS THIRD PARTY BENEFICIARY OF THIS AGREEMENT AS SPECIFIED IN SECTION 3) ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, CAUSE OF ACTION OR ACTION DIRECTLY OR INDIRECTLY BASED UPON, RELATING TO OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO (AND THE COMPANY, IN ITS CAPACITY AS AN EXPRESS THIRD PARTY BENEFICIARY OF THIS AGREEMENT AS SPECIFIED IN SECTION 3) CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY HERETO WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 12.

13. Entire Agreement. This Agreement, the Merger Agreement, the Confidentiality Agreement, the Warrant Exchange Agreement, the Noteholder Conversion Agreement, and the Interim Investors' Agreement constitute the entire agreement of the parties hereto and thereto with respect to the subject matter hereof and thereof, and supersede all other prior agreements, understandings and statements, both written and oral, between or among the parties hereto and their respective Affiliates. Notwithstanding anything herein to the contrary, the rights and obligations of the parties to any Transaction Document to which they are a party shall be determined in accordance with the terms thereof, and nothing in this Agreement shall amend, modify, or waive any of the terms thereof.

14. Amendment and Waiver. Any provision of this Agreement may be amended or modified, and the provision hereof may be waived, only in a writing signed (a) in the case of any amendment or modification, by each of the parties hereto and (b) in the case of a waiver, by the party or parties hereto waiving rights hereunder and, if such amendment or modification or waiver affects any rights expressly granted to the Company hereunder or would otherwise adversely affect the Company, the Company (in its capacity as an express third party beneficiary of this Agreement as specified in Section 3). No waiver by any party hereto of any of the provisions hereof shall be effective unless explicitly set forth in writing.

15. Exercise of Rights and Remedies. No failure to exercise, or delay of or omission in the exercise of, any right, power or remedy accruing to any party hereto as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later. No single or partial exercise of any right, remedy, power, or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default nor shall any delay, omission or waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

16. Confidentiality. This Agreement shall be treated as confidential and is being provided to the Parent, Merger Sub, and the Company solely in connection with their execution of the Merger Agreement and the consummation of the transactions contemplated thereby and may not be used, circulated, quoted or otherwise referred to in any document, agreement, certificate or other instrument, except with the prior written consent of Investor. Notwithstanding the preceding sentence, this Agreement may be shown (a) to any Investor Assignee and any of its employees, agents, representatives or advisors, (b) to any of the Company's Representatives, (c) to the parties to the Interim Investors' Agreement, (d) as required by applicable law, any regulatory authority, the applicable rules of any national securities exchange, in connection with any audit, investigation, inquiry or examination by any Governmental Authority, in connection with any U.S. Securities and Exchange Commission filings relating to the transactions contemplated by the Merger Agreement or pursuant to any Action to enforce any rights or obligations under the Merger Agreement, this Agreement or any other Transaction Document; provided that in the case of the foregoing clauses (a), (b) and (c), such Persons shall be required to agree to treat this Agreement as confidential in connection with being provided with a copy of this Agreement or any information regarding the terms and conditions of this Agreement; provided further that the Company shall be responsible for any breach of this Section 16 by any of its Representatives.

17. No Partnership or Agency. Each party hereto (and the Company, in its capacity as an express third party beneficiary of this Agreement as specified in Section 3) acknowledges and agrees that (a) this Agreement is not intended to, and does not, create any agency, partnership, fiduciary or joint venture relationship between or among any of the parties hereto and neither this Agreement nor any other document or agreement entered into by any party hereto relating to the subject matter hereof shall be construed to suggest otherwise; (b) the obligations of Investor hereunder and the Other Investors under the Other Commitment Letters are solely contractual in nature; and (c) the determinations of Investor to enter into this Agreement and the Other Investors to enter into the Other Commitment Letters were independent of each other. Notwithstanding anything to the contrary contained in this Agreement or the Other Commitment Letters, the liability of Investor and the Other Investors shall be several, not joint or joint and several.

18. Headings. The descriptive headings used herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

19. Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument. All counterparts shall be construed together and shall constitute one and the same instrument. A signature delivered by electronic mail in portable document format (.pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com) shall be deemed to be an original signature for all purposes under this Agreement.

20. Interpretation. The parties have participated jointly in negotiating and drafting this Agreement. If an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted as favoring or disfavoring any party by virtue of the authorship of this Agreement shall not apply to the construction and interpretation hereof. Where specific language is used to clarify by example a general statement contained herein (such as by using the word “including”), such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The words “include” and “including,” and other words of similar import when used herein shall not be deemed to be terms of limitation but rather shall be deemed to be followed in each case by the words “without limitation.” The word “if” and other words of similar import when used herein shall be deemed in each case to be followed by the phrase “and only if.” The words “herein,” “hereto,” and “hereby” and other words of similar import in this Agreement shall be deemed in each case to refer to this Agreement as a whole and not to any particular Section or other subdivision of this Agreement. Any reference herein to “dollars” or “$” shall mean United States dollars. The term “or” shall be deemed to mean the conjunctive “and/or”.

[*Signature Pages Follow*]

Very truly yours,

INVESTOR
JW 16 LLC

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

Agreed to and accepted as of the date first written above:

PARENT
Apogee Parent Inc.

By: /s/ Chris C. Kemp
Name: Chris C. Kemp
Title: Chief Executive Officer

MERGER SUB
Apogee Merger Sub Inc.

By: /s/ Chris C. Kemp
Name: Chris C. Kemp
Title: Chief Executive Officer

Accepted and agreed to (solely in the capacity of an intended third party beneficiary of this Agreement as specified in Section 3) as of the date first written above.

COMPANY:
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

Exhibit A

Form of Election Notice

Subject to the terms of that certain Equity Commitment Letter, dated as of March 7, 2024, by and among Apogee Parent Inc., a Delaware corporation ("Parent"), Apogee Merger Sub Inc., a Delaware corporation and wholly-owned subsidiary of Parent ("Merger Sub"), and JW 16 LLC ("Investor") (as amended, supplemented or modified from time to time in accordance with the terms thereof, the "Equity Commitment Letter"), Investor hereby confirms to each of Parent and Merger Sub, that Investor's Commitment set forth in the Equity Commitment Letter shall be satisfied as follows:

Company Class A Share Contribution:

Number of Company Class A Shares _____

Value of Company Class A Shares $ _____

Cash Contribution: $ _____

Total Contribution: $ _____

JW 16 LLC

By: _____

Name: _____

Title: _____

Date: _____

March 7, 2024

Baldo Fodera
MH Orbit LLC
450 Lexington Avenue, 38th Floor
New York, NY 10017

Re: **Notice of Subsequent Closing and Commitment to Invest**

Dear Baldo:

This written notice (this "**Notice**") is provided to MH Orbit LLC ("you") in your capacity as a "Buyer" under that certain Securities Purchase Agreement, dated as of August 4, 2023, as amended by that certain Reaffirmation Agreement and Omnibus Amendment Agreement, dated as of November 6, 2023, as further amended by that certain Omnibus Amendment No. 3 Agreement dated as of November 21, 2023, that certain Amendment to Securities Purchase Agreement dated as of January 19, 2024, that certain Amendment to Senior Secured Convertible Notes, dated as of January 31, 2024, and that certain Second Amendment to Securities Purchase Agreement and Second Amendment to Senior Secured Convertible Notes dated February 26, 2024 (as so amended, the "**Purchase Agreement**"), among, *inter alia*, Astra Space, Inc. (the "**Company**"), each of the Company's Subsidiaries (as defined in the Purchase Agreement), you and GLAS AMERICAS LLC, in its capacity as collateral agent for itself, you and the other Buyers (as defined therein).

As of the date hereof, the Company intends to enter into that certain Agreement and Plan of Merger (as amended, supplemented or modified from time to time in accordance with the terms thereof, the "**Merger Agreement**"), with Apogee Parent Inc., a Delaware corporation ("**Parent**"), Apogee Merger Sub Inc., a Delaware corporation and wholly-owned subsidiary of Parent ("**Merger Sub**"), pursuant to which, among other things, at the Closing (as defined therein), Merger Sub will be merged with and into the Company (the "**Merger**"), with the Company being the surviving entity of such Merger and a wholly-owned direct subsidiary of Parent (the "**Surviving Corporation**").

Capitalized terms used, but not otherwise defined, in this Notice have the meanings ascribed to such terms in the Purchase Agreement or the Merger Agreement, as the case may be.

On March 6, 2024, the Company sold Notes having a Stated Principal Amount of $5.0 million (the "**New Notes**"). Following the sale of the New Notes, the Stated Principal Balance of the Notes is $29,119,219.48, leaving Notes having an aggregated Stated Principal Balance of $5,880,780.52 remaining to be sold (as used herein, Notes having such aggregated Stated Principal Balance, or portion thereof, shall be referred to as the "**Remaining Notes**").

The Company expects to conduct a Subsequent Offering of the Remaining Notes on or before April 15, 2024 (the "**Expected Closing Date**"). Subject to the satisfaction (or express written waiver) by MH Orbit LLC ("**MH Orbit**"), in its sole and absolute discretion, of each the conditions precedent set forth in this Notice, MH Orbit (or one or more affiliates thereof) ("**MH Purchasers**") agrees to purchase from the Company an aggregated Stated Principal Amount of up to $1.0 million in Remaining Notes on a closing date to be agreed with the Company; provided that (i) the Subsequent Offering Closing occurs on a date not later than the Expected Closing Date and not earlier than the fifth (5th) Business Days after the Company first provides MH Orbit of written notice of the Subsequent Offering and (ii) that the proceeds of such issuance are used solely for the purposes set forth in the following sentence.

The Company confirms that the purpose of the sale of the Remaining Notes is to finance cash shortfalls at the Company during the period between the date hereof and the Closing or as otherwise necessary to consummate the Transactions.

The obligation of any of the MH Purchasers to purchase any Remaining Notes (the "**Purchase**") shall be subject to the satisfaction (or waiver) of each of the following conditions precedent in MH Orbit's sole and absolute discretion:

A. The Company is in compliance with all terms and provisions of the Purchase Agreement and the conditions to a Subsequent Closing as set forth in the Purchase Agreement have been satisfied;

B. None of the Board of Directors of the Company (or any committee thereof (including, without limitation, the Special Committee)) or the board of directors, managers or members of its Subsidiaries shall have voted in the affirmative to commence any case, proceeding or other action described in the clauses (A)-(F) of the definition of the term "Bankruptcy Event";

C. No Default or Event of Default shall have occurred and be continuing, and no Bankruptcy Event shall have occurred with respect to any of the Note Parties;

D. The Merger Agreement shall be in full force and effect, shall not have been terminated in accordance with its terms and there shall be no material breach thereof by the Company; and

E. On the date and after the date hereof, but prior to MH Orbit's Purchase, the third parties identified on Schedule A-1 (or their affiliates) shall have purchased Notes under the Purchase Agreement, or provided other interim financing to the Company, in the amounts set forth opposite their names.

The Stated Principal Amount of any Remaining Notes actually purchased shall reduce MH Orbit's Commitment under and pursuant to that certain Equity Commitment Letter between Apogee Parent Inc., a Delaware corporation, and MH Orbit, as of the date hereof (the "**ECL**"). The provisions of Section 3 of the ECL are hereby incorporated by reference as if fully set forth herein. This Agreement and MH Orbit's obligations hereunder shall terminate contemporaneously with the termination of the ECL or the Merger Agreement, as applicable.

The provisions of this Notice are governed by the laws of the state of Delaware without reference to its conflicts of laws principles.

[Signature Page Follows]

Please confirm that you are in agreement with the terms set forth in this letter and MH Orbit's commitment as described herein by signing where indicated below.

Sincerely,

ASTRA SPACE, INC.

/s/ Axel Martinez

By: Axel Martinez
Its: Chief Financial Officer

ACKNOWLEDGED AND AGREED:

MH ORBIT LLC

/s/ Baldo Fodera

By: Baldo Fodera
Its: Manager

[Signature Page to Notice of Subsequent Closing and Commitment to Invest]

Schedule A-1
Investors' Pre-Closing Commitments

Third Party	**Amount**
RBH Ventures Astra SPV, LLC	$1,500,000
Balerion Space Ventures Management, LLC	$2,500,000
Privateer Space Inc.	$1,500,000

Exhibit 14

Execution Version

WARRANT EXCHANGE AGREEMENT

This WARRANT EXCHANGE AGREEMENT (this "Agreement") is dated as of March 7, 2024, by and among Apogee Parent Inc., a Delaware corporation ("Parent"), Apogee Merger Sub Inc., a Delaware corporation and wholly-owned subsidiary of Parent ("Merger Sub"), and each of the holders listed on Schedule 1 hereto (each, a "Holder" and, together with any other person that becomes a Holder hereunder pursuant to Section 5.10 hereof, the "Holders"). The Parent, Merger Sub, and the Holders are collectively referred to as the "Parties" and each, a "Party." Capitalized terms used but not defined herein shall have the meanings given to them in the Merger Agreement (as defined below).

WHEREAS, Parent and Merger Sub have entered into that certain Agreement and Plan of Merger (as amended, supplemented or modified from time to time in accordance with the terms thereof, the "Merger Agreement"), dated as of the date hereof, with Astra Space, Inc., a Delaware corporation (the "Company"), pursuant to which, among other things, at the Closing, Merger Sub will be merged with and into the Company (the "Merger"), with the Company being the surviving entity of such Merger and a wholly-owned direct subsidiary of Parent (such surviving company, the "Surviving Company");

WHEREAS, in accordance with Section 259 of the Delaware General Corporation Law, the Company will become a party to this Agreement if and when the Merger is effected;

WHEREAS, each Holder is the record and beneficial owner of one or more Company Warrants having the certificate number(s), if any, and an Initial Exercise Date (as defined therein) set forth opposite such Holder's name under the headings "Warrant Certificate Number" and "Initial Exercise Date", respectively, of Schedule 1 attached hereto (collectively, the "Existing Warrants" and each, an "Existing Warrant") to purchase such number of Class A Shares set forth opposite such Existing Warrant under the heading "Number of Existing Warrant Shares" of Schedule 1 attached hereto (with respect to each such Existing Warrant, the "Existing Warrant Shares");

WHEREAS, the Parties desire that each Holder exchange the Existing Warrant(s) held thereby (the "Exchange") for a new warrant to be issued to such Holder by Parent, in substantially the form attached hereto as Exhibit A (with such changes as may be agreed to by Parent and the Holders of a majority in interest of the Existing Warrants) (an "Exchange Warrant"), to purchase such number of shares of Parent's Series A preferred stock, par value $0.0001 per share (the "Parent Preferred Stock"), set forth opposite such Holder's name under the heading "Number of Exchange Warrant Shares" of Schedule 1 attached hereto (with respect to each such Holder, the "Exchange Warrant Shares") at an initial Exercise Price (as defined therein) of $0.404 per share of Parent Preferred Stock and an Initial Exercise Date (as defined therein) set forth opposite such Holder's name under the heading "Initial Exercise Date" of Schedule 1 attached hereto;

WHEREAS, the Parties intend that the transactions contemplated by this Agreement including, without limitation, the issuance by Parent of the Exchange Warrants in connection with the Exchange, is intended to be exempt from the registration requirements of the Securities Act of 1933, as amended ("Securities Act"), pursuant to one or more exemptions thereunder; and

WHEREAS, the Exchange shall occur immediately after the Merger becomes effective (such time, the "Exchange Closing").

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

ARTICLE I
AGREEMENT TO EXCHANGE

Section 1.1 **Exchange of Existing Warrants**. Notwithstanding anything to the contrary in Section 1.3 below, without any action on the part of the Surviving Company, Merger Sub, Parent, any Holder, or any other party, effective upon the Exchange Closing, each Holder shall be deemed to automatically exchange all of such Holder's Existing Warrants for an Exchange Warrant representing the right to receive the number of Exchange Warrant Shares set forth opposite such Holder's name under the heading "Number of Exchange Warrant Shares" of Schedule 1 attached hereto. Merger Sub (and the Surviving Company after the occurrence of the Merger) shall take all actions necessary or appropriate to give effect to the Exchange, and Parent hereby covenants to cause the Surviving Company to take all actions necessary or appropriate to give effect to the Exchange and to comply with the terms of this Agreement applicable to the Existing Warrants.

Section 1.2 **Termination of Existing Warrants.** Subject to the occurrence of and effective at the Exchange Closing, each Existing Warrant and the rights, covenants, agreements and obligations of the Parties thereunder or contemplated thereby will terminate and be of no further force and effect, all of the obligations of the Surviving Company or Parent under each and every of the Existing Warrants will thereupon be released, extinguished and terminated, and the Holder shall irrevocably relinquish any right or interest that the Holder may have had, may have or may acquire in the future with respect to the Existing Warrants, including, but not limited to, the right to (a) exercise the Existing Warrants into any equity of the Surviving Company or Parent or (b) require the Surviving Company or Parent to purchase any of the Existing Warrants in accordance with their terms.

Section 1.3 **Delivery of Exchange Warrants.** Parent shall not be obligated to issue paper instruments representing the Exchange Warrants pursuant to the terms of this Agreement unless the paper instruments representing the Existing Warrants for which such Exchange Warrants were exchanged pursuant to Section 1.1 are delivered to Parent, or the Holder notifies Parent that such paper instruments have been lost, stolen or destroyed and executes an agreement reasonably satisfactory to Parent to indemnify Parent and the Surviving Company from any loss incurred by it in connection with such Existing Warrants. Paper instruments representing the Exchange Warrants shall be delivered to each Holder as promptly as practicable following the later of (a) the Exchange Closing and (b) the delivery to Parent by such Holder of the paper instruments representing the Existing Warrants of such Holder for which such Exchange Warrants are to be exchanged pursuant to Section 1.1.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 **Representations and Warranties of the Parties.** Each Party, severally and not jointly, hereby represents and warrants as to itself to the other Parties as follows:

(a) *Enforceability*. Such Party has the full right, power and authority to enter into this Agreement and to perform the terms and provisions hereof and the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the transactions contemplated hereby by such Party have been duly authorized by all necessary action (if applicable) on the part of such Party, and this Agreement constitutes the valid and binding obligation of such Party thereto, enforceable against such Party in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity.

(b) *No Conflicts*. Neither the execution and delivery of this Agreement nor compliance with the terms and provisions hereof on the part of such Party shall breach any statutes or regulations of any Governmental Authority, domestic or foreign, or conflict with or result in a breach of such Party's organizational document(s) (if applicable) or of any of the terms, conditions or provisions of any judgment, order, injunction, decree, agreement or instrument to which such Party is a party or by which such Party or such Party's assets are or may be bound, or constitute a default thereunder or an event which with the giving of notice or passage of time or both would constitute a default thereunder.

(c) *Consents and Approvals*. No consent, waiver, approval, order, permit or authorization of, or declaration or filing with, or notification to, any person or entity is required on the part of such Party in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby other than any consent, waiver, approval, order, permit or authorization, or declaration or filing, or notification that has already been obtained.

(d) *No Remuneration*. Neither such Party nor anyone acting on such Party's behalf has paid or given any person a commission or other remuneration directly or indirectly in connection with or in order to solicit or facilitate the Exchange.

Section 2.2 **Representations, Warranties and Covenants of Each Holder.** Each Holder, severally and not jointly, hereby represents and warrants, as to itself, to and covenants and agrees with, each of Merger Sub and Parent that:

(a) *Ownership.* Such Holder owns and holds, beneficially and of record, the entire right, title, and interest in and to its Existing Warrants as set forth on Schedule 1, free and clear of any and all pledges, liens, security interests, mortgage, claims, charges, restrictions, options, title defects or other encumbrances other than restrictions under the Securities Act and other applicable federal and state securities laws. Such Holder has not, in whole or in part, (x) assigned, transferred, hypothecated, pledged or otherwise disposed of any of its Existing Warrants or its rights in or to any of its Existing Warrants, or (y) given any person or entity any transfer order, power of attorney or other authority of any nature whatsoever with respect to any of its Existing Warrants which would limit such Holder's power to transfer any of its Existing Warrants hereunder. Such Holder covenants that it shall not take any of the actions set forth in the immediately preceding sentence. Such Holder has the sole and unencumbered right and power to transfer and dispose of its Existing Warrants, and its Existing Warrants are not subject to any agreement, arrangement or restriction with respect to the voting or transfer thereof, except for this Agreement. No additional consideration for any purpose shall be due to such Holder at the Exchange Closing, with respect to its Existing Warrants, other than the issuance to such Holder of the Exchange Warrants as provided herein. No default has been declared by the Holder under its Existing Warrants and no default exists or is continuing with respect to its Existing Warrants.

(b) *Transfer Restrictions.* Such Holder acknowledges that the Exchange and the Exchange Warrant being issued to such Holder in connection with the Exchange are intended to be exempt from the registration requirement of the Securities Act pursuant to one or more exemptions thereunder. Accordingly, such Holder understands that (i) the Exchange Warrant to be issued to it and the Exchange Warrant Shares underlying such Exchange Warrant (collectively, "Exchange Securities") are "restricted securities," as that term is defined in the Securities Act and the rules thereunder and have not been registered under the Securities Act, and (ii) none of the Exchange Securities can be sold or transferred unless they are first registered under the Securities Act and such state and other securities laws as may be applicable or an exemption from registration under the Securities Act is available (and then the Exchange Securities may be sold or transferred only in compliance with such exemption and all applicable state and other securities laws). Such Holder acknowledges that all certificates representing any of the Exchange Securities will bear restrictive legends and hereby consents to the transfer agent for the Parent Preferred Stock, if any, making a notation on its records to implement the restrictions on transfer described herein or such Exchange Securities. Such Holder is acquiring the Exchange Securities for investment and not with the view to making a "distribution" thereof within the meaning of the Securities Act.

(c) *Financial Ability.* Such Holder is aware that there is a high degree of risk incident to making the Exchange (including such risks as set forth in the Company's filings with the SEC), such Holder is a sophisticated investor that has such knowledge and experience in financial and business matters as to be capable of evaluating such risks and the merits of making the Exchange in accordance with the terms and subject to the conditions set forth herein, and such Holder has sought such accounting, legal and tax advice as such Holder has considered necessary to make an informed investment decision in connection with the transactions contemplated by this Agreement. Such Holder has the financial ability to bear the economic risk of its effectuating the Exchange and holding the Exchange Warrant to be issued to it, has adequate means for providing for its current needs and contingencies and has no need for liquidity with respect to holding the Exchange Warrant.

(d) *Accredited Investor.* Such Holder is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D of the Securities Act.

(e) *Availability of Information.* Such Holder has had the opportunity to review the Merger Agreement and the other Transaction Documents (including all exhibits and schedules thereto), the Company's filings with the SEC, and any other non-public information with respect to the Company and Parent that may have been provided to such Holder and has been afforded (i) the opportunity to ask such questions as such Holder has deemed necessary of, and to receive answers from, representatives of the Company or Parent, as applicable, concerning the terms, conditions, risks and merits of the Exchange and holding the Exchange Warrants, (ii) access to information about the Company and Parent and their respective financial condition, results of operations, business, properties, management and prospects sufficient to enable such Holder to evaluate the Exchange and holding the Exchange Warrants, and (iii) the opportunity to review the Company's public filings with the SEC and to obtain such additional information that the Company or Parent possesses or can acquire without unreasonable effort or expense, in each case, that is necessary to make an informed investment decision with respect to the Exchange and holding the Exchange Warrants.

(f) *Independent Investigation*. In making the decision to make the Exchange, such Holder has relied solely upon such Holder's own independent investigation and diligence, has not relied on any statements, representations or warranties, investigation (including with respect to the accuracy, completeness or adequacy of the Company's public disclosure) or other information provided, by or on behalf of (i) any former, current or future, direct or indirect, director, manager, officer, employee, consultant, general or limited partner, member, stockholder, security holder, Affiliate, controlling person, successor, assignee, predecessor, financing source, attorney, advisor, agent or representative (or any of their respective successors or assigns), of Parent, Merger Sub or any of their respective Affiliates, (ii) any former, current or future, direct or indirect, holder of any equity interests or securities of Parent, Merger Sub, or any of their respective Affiliates (or any of their respective successors or assigns) or (iii) any former, current or future, direct or indirect, director, manager, officer, employee, consultant, general or limited partner, member, stockholder, security holder, Affiliate, controlling person, successor, assignee, predecessor, financing source, attorney, advisor, agent or representative of any of the foregoing (or any of their respective successors or assigns) (including Moelis & Company LLC (together with its affiliates, "Moelis") or any of its respective affiliates or any control persons, officers, directors, employees, partners, agents or representatives of any of the foregoing) concerning the Company, Parent, Merger Sub, the Exchange, the Exchange Warrants, the Transactions or the risks associated therewith.

(g) *Financial Advisor*. Such Holder acknowledges and agrees that (i) Moelis & Company LLC is acting as financial advisor to Chris Kemp and Dr. Adam London, (ii) Moelis has not provided any information or advice to such Holder and has no contractual, fiduciary or legal obligations to such Holder, in each case, with respect to the Exchange or the Exchange Warrants, (iii) Moelis has not made and does not make any representation, express or implied, as to the Company, Parent, Merger Sub, the Exchange, the Exchange Warrants, the Transactions or the Company's or Parent's viability as a going concern, (iv) Moelis has not acted as such Holder's financial advisor or fiduciary in connection with the Exchange, and (v) Moelis shall not have any liability to such Holder, or to any other investor, pursuant to, arising out of or relating to the Company, Parent, Merger Sub, the Exchange, the Exchange Warrants, the Transactions.

Section 2.3 **Representations, Warranties and Covenants of Parent.** Parent represents and warrants to and covenants and agrees with, Merger Sub and the Holders that:

(a) *Enforceability*. Parent has the full right, power and authority to enter into the Exchange Warrants and to perform the terms and provisions hereof. The execution, delivery and performance of the Exchange Warrants by Parent have been duly authorized by all necessary action on the part of Parent, and upon the issuance thereof in connection with the Exchange, the Exchange Warrants will constitute the valid and binding obligations of Parent, enforceable against Parent in accordance with their terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity.

(b) *No Conflicts*. Neither the execution and delivery of the Exchange Warrants nor compliance with the terms and provisions thereof on the part of Parent shall breach any statutes or regulations of any governmental authority, domestic or foreign, or conflict with or result in a breach of Parent's organizational documents or of any of the terms, conditions or provisions of any judgment, order, injunction, decree, agreement or instrument to which Parent is a party or by which Parent or its assets are or may be bound, or constitute a default thereunder or an event which with the giving of notice or passage of time or both would constitute a default thereunder.

(c) *Consents and Approvals*. No consent, waiver, approval, order, permit or authorization of, or declaration or filing with, or notification to, any person or entity is required on the part of Parent in connection with the execution and delivery of the Exchange Warrants other than any consent, waiver, approval, order, permit or authorization, or declaration or filing, or notification that has already been obtained.

(d) *Valid Issuance of Exchange Securities*. Prior to the Exchange Closing, Parent shall take all corporate action required to be taken by its Board of Directors and stockholders in order that Parent may validly and legally issue (i) the Exchange Warrants, (ii) Exchange Warrant Shares upon the exercise of the Exchange Warrants and (iii) the Class A common stock of Parent, par value $0.0001 per share (the "Parent Class A Common Stock"), issuable upon conversion of the Exchange Warrant Shares (including, without limitation, filing an Amended and Restated Certificate of Incorporation of Parent with the Secretary of State of the State of Delaware authorizing the Parent Preferred Stock and Parent Class A Common Stock). Parent shall have duly authorized and reserved at or prior to the Exchange Closing, a number of shares of Parent Preferred Stock and Parent Class A Common Stock for issuance which equals or exceeds the maximum number of (A) the Exchange Warrant Shares issuable upon exercise of the Exchange Warrants (without taking into account any limitations on the exercise of the Exchange Warrants set forth therein) and (B) the shares of Parent Class A Common Stock issuable upon the conversion of the Exchange Warrant Shares, respectively (which reservations shall be for the sole benefit of and exclusive availability for the Holders). Upon exercise of the Exchange Warrants in accordance with the terms thereof, the Exchange Warrant Shares when issued will be validly issued, fully paid and nonassessable and free from all preemptive or similar rights, taxes, liens, charges and other encumbrances with respect to the issue thereof, with the holders being entitled to all rights accorded to a holder of Parent Preferred Stock. Assuming the accuracy of each of the representations and warranties of the Holders set forth in Article II (*Representations and Warranties*) of this Agreement, the offer and issuance by Parent of the Exchange Securities is exempt from registration under the Securities Act.

ARTICLE III
RELEASE

Section 3.1 **Release**. In consideration of the covenants, agreements and undertakings of the Parties under this Agreement, from and after the Exchange Closing, each Holder, on behalf of itself and its present and former parents, subsidiaries, affiliates, officers, directors, shareholders, managers, members, agents, representatives, permitted successors, and permitted assigns (collectively, "Releasors") hereby releases, waives, and forever discharges the Surviving Company, Parent and their respective present and former, direct and indirect, parents, subsidiaries, affiliates, employees, officers, directors, shareholders, managers, members, agents, representatives, permitted successors, and permitted assigns (collectively, "Releasees") of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty, or equity (collectively, "Claims"), which any of such Releasors ever had, now have, or hereafter can, shall, or may have against any of such Releasees for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time through the date of the Exchange Closing arising out of or relating specifically to its Existing Warrants; provided, however, that this release does not extend to any Claim to enforce the terms of, or any breach of, this Agreement or any other Transaction Document. Each Releasor 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 Releasor 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 Releasor 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 Releasor acknowledges and agrees that the forgoing waivers were bargained for separately.

ARTICLE IV
TERMINATION

Section 4.1 **Termination**. This Agreement will terminate upon the valid termination of the Merger Agreement in accordance with its terms, except that Article V (*Miscellaneous*) shall survive the termination of this Agreement.

ARTICLE V
MISCELLANEOUS

Section 5.1 **Entire Agreement**. This Agreement, the Merger Agreement and the other Transaction Documents, together with the exhibits and agreements referenced herein and therein, constitute the entire agreement, and supersede all prior agreements, understandings, negotiations and statements, both written and oral, among the Parties or any of their Affiliates with respect to the transactions contemplated hereby and thereby.

Section 5.2 **Amendment and Waiver.** Any provision of this Agreement may be amended or modified, and the provision hereof may be waived, only in a writing signed (a) in the case of any amendment (other than any amendment effected pursuant to any Joinder delivered in accordance with Section 5.10 hereof), by each of the Parties and (b) in the case of a waiver, by the Party or Parties waiving rights hereunder. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing. Notwithstanding anything to the contrary in this Section 5.2, if any Holder purchases any additional Company Warrants ("Additional Warrants") (which purchase shall have been approved by Holders of a majority in interest of the Existing Warrants) after the date such Holder executed this Agreement or a Joinder, such Additional Warrants shall be deemed to constitute Existing Warrants and Schedule 1 shall be deemed to have been supplemented to include (i) the name of such Holder under the column heading "Holder" of such Schedule, (ii) the warrant certificate number of such Additional Warrants under the column heading "Warrant Certificate Number" of such Schedule, (iii) the Initial Exercise Date of, and as defined in, such Additional Warrants under the column heading "Initial Exercise Date" of such Schedule, (iv) the number of Class A Shares to which such Holder is entitled to purchase under such Additional Warrants under the column heading "Existing Warrant Shares" of such Schedule and (v) an amount equal to the 200% of such number of Class A Shares under the column heading "Exchange Warrant Shares" of such Schedule, in each case for all purposes hereof.

Section 5.3 **Assignment**. Neither this Agreement nor any right or obligation of any Party hereunder may be assigned by (a) in the case of any Holder without the prior written consent of Merger Sub and Parent or (b) in the case of either of Merger Sub or Parent without the prior written consent of the Holders; provided that from and after the effective time of the Merger, the Company shall have the rights and obligations of Merger Sub hereunder by virtue of Section 259 of the Delaware General Corporation Law. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of each of the Parties and each of their respective successors and permitted assigns. Except to the extent provided under Section 3.1 of this Agreement, no provision of this Agreement shall confer upon any person other than the Parties hereto (and the Surviving Company upon the Merger) any rights or remedies hereunder.

Section 5.4 **Severability**. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

Section 5.5 **Remedies**. The Parties agree that, except as provided herein, this Agreement will be enforceable by all Parties by all available remedies at Law or in equity (including, without limitation, specific performance, without bond or other security being required). No failure to exercise, or delay of or omission in the exercise of, any right, power or remedy accruing to any Party as a result of any breach or default by any other Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later. No single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default nor shall any delay, omission or waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

Section 5.6 **Governing Law; Jurisdiction**.

(a) This Agreement and any claim, cause of action or Action (whether in contract, tort or otherwise) that may directly or indirectly be based upon, relate to or arise out of this Agreement or the transactions contemplated hereby, or the negotiation, execution or performance of this Agreement, shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(b) Each Party (i) expressly submits to the personal jurisdiction and venue of the Court of Chancery of the State of Delaware or, if such court would not have subject matter jurisdiction over any such claim, cause of action or Action, the federal courts of the United States located in the State of Delaware (the "Designated Courts"), in the event any claim, cause of action or Action involving the Parties (whether in contract, tort or otherwise) based upon, relating to or arising out of this Agreement or the transactions contemplated hereby, (ii) expressly waives any claim of lack of personal jurisdiction or improper venue and any claims that the Designated Courts are an inconvenient forum with respect to such claim, cause of action or Action and (iii) agrees that it shall not bring any claim, cause of action or Action against any other Parties based upon, relating to or arising out of this Agreement or the transactions contemplated hereby in any court other than the Designated Courts. Each Party hereby irrevocably consents to the service of process with respect to the Designated Courts in any such claim, cause of action or Action by the mailing of copies thereof by registered or certified mail or by overnight courier service, postage prepaid, to its address set forth in Section 5.11 or on the signature pages hereto.

Section 5.7 **Waiver of Jury Trial**. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, CAUSE OF ACTION OR ACTION DIRECTLY OR INDIRECTLY BASED UPON, RELATING TO OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 5.7.

Section 5.8 **Headings**. The descriptive headings used herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Section 5.9 **Counterparts**. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument. All counterparts shall be construed together and shall constitute one and the same instrument. A signature delivered by electronic mail in portable document format (.pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com) shall be deemed to be an original signature for all purposes under this Agreement.

Section 5.10 **Additional Holders**. It is understood that pursuant to Section 5.18 of the Merger Agreement, the Company shall not issue an Existing Warrant after the date hereof to any person unless (i) such person shall become a Holder hereunder by executing a joinder agreement substantially in the form of Exhibit B hereto (a "Joinder") and delivering same to each of Merger Sub and Parent and (ii) Holders of a majority in interest of the Existing Warrants consent to such issuance and the joinder of such party.

Section 5.11 **Notices**. All notices required to be given hereunder, including, without limitation, service of process, shall be sufficient if provided to the applicable Party in the manner provided for in Section 8.10 of the Merger Agreement at the address set forth (a) with respect to Merger Sub or Parent, below (b) with respect to each Holder, on the signature page for such Holder hereto or to any Joinder of such Holder, as the case may be, or any other address designated by any Holder in writing to Merger Sub or Parent.

If to Parent or Merger Sub (or to the Surviving Company after the Merger), to:

Apogee Parent Inc.
1900 Skyhawk Street
Alameda, California 94501
Attention: Chris C. Kemp and Adam P. London
Email: *********

with copies (which shall not constitute notice) to:

Pillsbury Winthrop Shaw Pittman LLP
31 West 52nd Street
New York, New York 10019
Attention: Lillian Kim and Stephen Amdur
Email: *********

[*Signature pages follow*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed by the undersigned or if applicable, on its behalf by its officer or representative thereunto duly authorized) as of the date first above written.

PARENT

Apogee Parent Inc.

By: /s/ Chris C. Kemp
Name: Chris C. Kemp
Title: Chief Executive Officer

MERGER SUB

Apogee Merger Sub Inc.

By: /s/ Chris C. Kemp
Name: Chris C. Kemp
Title: Chief Executive Officer

HOLDERS

JMCM Holdings, LLC

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

MH Orbit LLC

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

Notice Information

c/o Pine Ridge Advisers LLC
450 Lexington Avenue, 38th Floor
New York, New York 10017
Attention: Harrison Geldermann and Baldo Fodera
E-mail: *********

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: Gabriel Saltarelli and Elizabeth Tabas Carson
E-mail: *********

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

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

Notice Information

500 Howard Street, Suite 201
San Francisco, California 94105
Attention: Brian Yee and Mike Derrick
E-mail: *********

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

Cooley LLP
Reston Town Center
11951 Freedom Drive, 14th Floor
Reston, Virginia 20190
Attention: Darren DeStefano and Jason Savich
E-mail: *********

Chris C. Kemp, Trustee of the Chris Kemp
Living Trust, dated February 10, 2021

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

Notice Information

Chris C. Kemp
c/o Astra Space, Inc.
1900 Skyhawk Street
Alameda, California 94501
E-mail: *********

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

Pillsbury Winthrop Shaw Pittman LLP
Attention: Stephen Amdur and Lillian Kim
31 West 52nd Street
New York, New York 10019
E-mail: *********

/s/ Adam P. London

Adam P. London

Notice Information

Adam P. London
c/o Astra Space, Inc.
1900 Skyhawk Street
Alameda, California 94501
E-mail: *********

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

Pillsbury Winthrop Shaw Pittman LLP
Attention: Stephen Amdur and Lillian Kim
31 West 52nd Street
New York, New York 10019
E-mail: *********

RBH VENTURES ASTRA SPV, LLC
By: RBH Ventures, Ltd., its Manager
By: Synchronicity Holdings, LLC, general partner of the Manager

By: /s/ Robert Bradley Hicks

Name: Robert Bradley Hicks
Title: Managing Member

Notice Information

c/o John Fallone; Doug Colvard
Fallone SV
509 W. North St.
Raleigh, North Carolina 27603
Email: *********

ASTERA INSTITUTE

By: /s/ Jed McCaleb

Name: Jed McCaleb
Title: Director

Notice Information

Astera Institute
2625 Alcatraz Ave #201
Berkeley, CA 94705

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

Acceleron Law Group LLP

Silicon Valley Office
2033 Gateway Place, Suite 500
San Jose, CA 95110
Attention: Colby Gartin; Joey Tran
E-mail: ********

SCHEDULE 1

Warrants

Holder Name	Warrant Certificate Number	Initial Exercise Date	Number of Existing Warrant Shares	Number of Exchange Warrant Shares
JMCM Holdings, LLC	HTCS-02	August 4, 2023	1,500,000	11,368,708
	N/A	November 6, 2023	3,101,433	
	N/A	November 13, 2023	1,082,921	
MH Orbit LLC	N/A	January 19, 2024	1,732,673	3,465,346
SherpaVentures Fund II, LP	N/A	November 6, 2023	2,212,768	4,425,536
RBH Ventures Astra SPV, LLC	N/A	January 19, 2024	866,337	1,732,674
Chris Kemp Living Trust, dated February 10, 2021	N/A	November 21, 2023	866,337	1,732,674
Adam P. London	N/A	November 21, 2023	433,168	866,336
Astera Institute	N/A	March 6, 2024	2,165,842	4,331,684
TOTAL			13,961,479	27,922,958

EXHIBIT A

FORM OF EXCHANGE WARRANT

Omitted per Item 601(a)(5) of Regulation S-K.

EXHIBIT B

FORM OF JOINDER

[_____], 20[__]

Apogee Parent Inc.
1900 Skyhawk Street
Alameda, California 94501
Attention: Chris C. Kemp and Adam P. London
Email: *********

Apogee Merger Sub Inc.
1900 Skyhawk Street
Alameda, California 94501
Attention: Chris C. Kemp and Adam P. London
Email: *********

RE: Warrant Exchange Agreement, dated as of March 7, 2024 (the "Warrant Exchange Agreement"), by and among Apogee Merger Sub Inc., a Delaware corporation ("Merger Sub"), Apogee Parent Inc., a Delaware corporation ("Parent"), and each of the Holders (as defined therein) party thereto.

Ladies and Gentlemen:

Reference is made to the above-captioned Warrant Exchange Agreement. Capitalized terms used but not defined herein shall have the meanings given to them in the Warrant Exchange Agreement.

Section 1. **Party to the Warrant Exchange Agreement**. The undersigned, Merger Sub and Parent hereby agree, as of the date first above written, that (a) the undersigned shall be a "Holder", the "Holders", a "Party" and the "Parties" for all purposes of the Warrant Exchange Agreement to the same extent as each of the other Holders thereunder; (b) each reference in the Warrant Exchange Agreement to a "Holder" and "Party" shall also mean and be a reference to the undersigned; (c) the undersigned shall be bound by the terms of the Warrant Exchange Agreement to the same extent as each of the other Holders thereunder; and (d) Schedule 1 to the Warrant Exchange Agreement shall be deemed to have been supplemented by Annex I hereto and for the avoidance of doubt, each reference in the Warrant Exchange Agreement to an "Existing Warrant" with respect to the undersigned shall mean and be a reference to the Company Warrant of the undersigned set forth in Annex I hereto.

Section 2. **Representations and Warranties**. The undersigned hereby makes each representation and warranty set forth in Sections 2.1 (*Representations and Warranties of the Parties*) and 2.2 (*Representations, Warranties and Covenants of Each Holder*) of the Warrant Exchange Agreement to the same extent as each other Holder.

Section 3. **Counterparts**. This Joinder may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument. All counterparts shall be construed together and shall constitute one and the same instrument. A signature delivered by electronic mail in portable document format (.pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com) shall be deemed to be an original signature for all purposes under this Joinder.

Section 4. **Governing Law; Jurisdiction; Waiver of Jury Trial**. Sections 5.6 (*Governing Law; Jurisdiction*) and 5.7 (*Waiver of Jury Trial*) of the Warrant Exchange Agreement are incorporated herein by reference and shall apply to this Joinder *mutatis mutandis*.

[*Signature pages follow*]

Very truly yours,

[_____]

By: _____
Name:
Title:

Notice Information

[_____]

Attention: _____

Address:

_____
_____

E-mail: _____

[with a copy to (which shall not constitute notice):

[_____]

Attention: _____

Address:

_____
_____

E-mail: _____]

Acknowledged and Agreed

as of the date first written above:

MERGER SUB
Apogee Merger Sub Inc.

By: _____
Name:
Title:

By: _____
Name:
Title:

PARENT

Apogee Parent Inc.

By: _____
Name:
Title:

Annex I

Warrant

Holder Name	Warrant Certificate Number	Initial Exercise Date	Number of Existing Warrant Shares	Number of Exchange Warrant Shares

Exhibit 15

Execution Version

NOTEHOLDER CONVERSION AGREEMENT

This NOTEHOLDER CONVERSION AGREEMENT (this "Agreement") is dated as of March 7, 2024, by and among Apogee Parent Inc., a Delaware corporation ("Parent"), Apogee Merger Sub Inc., a Delaware corporation and wholly-owned subsidiary of Parent ("Merger Sub"), and each of the "Noteholders" listed on Schedule 1 attached hereto (each, a "Noteholder" and, together with any other person that becomes a Noteholder hereunder pursuant to Section 8.10 hereof, the "Noteholders"). Parent, Merger Sub and the Noteholders are collectively referred to as the "Parties" and each, a "Party." Capitalized terms used but not defined herein shall have the meanings given to them in the Notes (as defined below).

RECITALS

WHEREAS, Parent and Merger Sub have entered into that certain Agreement and Plan of Merger (as amended, supplemented or modified from time to time in accordance with the terms thereof, the "Merger Agreement"), dated as of the date hereof, with Astra Space, Inc., a Delaware corporation (the "Company"), pursuant to which, among other things, at the Closing, Merger Sub will be merged with and into the Company (the "Merger"), with the Company being the surviving entity of such Merger and a wholly-owned direct subsidiary of Parent (such surviving company, the "Surviving Company");

WHEREAS, in accordance with Section 259 of the Delaware General Corporation Law, the Company will become a party to this Agreement if and when the Merger is effected;

WHEREAS, the Company issued one or more Senior Secured Convertible Notes due 2025 to each of the Noteholders with the Stated Principal Amount with respect to each such note set forth opposite such Noteholder's name on Schedule 1 attached hereto (each as amended, supplemented or modified from time to time in accordance with the terms thereof, a "Note" and collectively, the "Notes"); and

WHEREAS, in connection with, and conditional upon, the consummation of the Merger and the other transactions contemplated by the Merger Agreement, each of the Parties desires that in exchange for the issuance of shares of Series A preferred stock, par value $0.0001 per share, of Parent (the "Series A Preferred Stock") to the Noteholders in accordance with the terms, and subject to the conditions, set forth in this Agreement, the Notes be converted and cancelled and all of the Company's obligations under or with respect to the Notes be fully and indefeasibly satisfied and completely discharged.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

AGREEMENT

Section 1. Issuance of Series A Preferred Stock; Note Conversion

1.1 Issuance of Series A Preferred Stock. At the Conversion Time (as defined below), Parent will issue shares of its Series A Preferred Stock (the "Shares") to each Noteholder in exchange for the conversion and cancellation of such Noteholder's Note (the "Conversion") in accordance with the terms, and subject to the conditions, set forth in this Agreement. The total number of Shares issuable to each Noteholder with respect to each Note of such Noteholder pursuant to this Agreement shall be calculated by dividing (a) the sum of (i) the Principal Amount of such Note (which shall include the aggregate amount of PIK Interest capitalized thereto prior to the date on which the Conversion Time occurs pursuant to the terms of such Note) and (ii) the aggregate amount of accrued and uncapitalized interest on such Note to, but excluding, the date on which the Conversion Time occurs by (b) $0.404 (the "Conversion Price"); provided, however, that if such number of Shares issuable upon the conversion of such Note is not a whole number, then such number of Shares shall be rounded up to the nearest whole number. The Stated Principal Amount of the Notes outstanding as of the date hereof is as set forth on Schedule 1.

1.2 Note Conversion. Each Noteholder, Merger Sub, and Parent shall take any and all necessary and appropriate actions to give effect to the Conversion in accordance with the terms, and subject to the conditions, set forth in this Agreement notwithstanding anything to the contrary in any Note or any note purchase agreement applicable to such Note. The Parties acknowledge and agree that, subject to the occurrence of the Merger and the issuance of the Shares in accordance with Section 1.1, and effective as of the Conversion Time:

(a) each Note shall be deemed amended to permit the Conversion of such Note as contemplated by this Agreement;

(b) each Noteholder waives rights to any notice required under such Noteholder's Note, the Note Documents and any associated note purchase agreement;

(c) each Note and the rights, covenants, agreements and obligations of the Surviving Company and the applicable Noteholder thereunder or contemplated thereby will terminate and be of no further force and effect;

(d) all of the obligations and liabilities of the Surviving Company under or with respect to each Note will thereupon be fully and indefeasibly satisfied and completely discharged, released, extinguished and terminated;

(e) each Noteholder shall irrevocably relinquish any right or interest that such Noteholder may have had, may have or may acquire in the future with respect to such Noteholder's Note, including, but not limited to, the right to (a) convert such Note into any equity of the Company and (b) require the Company to repurchase such Note in accordance with its terms;

(f) all other agreements, contracts, documents, amendments, and instruments entered into in connection with the Notes, including without limitation, the Securities Purchase Agreement, the Security Agreement, the other Security Documents and the Guaranty Agreement (but excluding the Warrants) (collectively, the "Note Documents") shall be deemed paid and satisfied in full and no liabilities, obligations or claims under any Note Documents shall remain outstanding (including, without limitation, any such liabilities, obligations or claims arising from breach of any of the terms of any Note Documents);

(g) all of the Note Documents shall be terminated and have no further force or effect;

(h) all of the Collateral Agent's Liens under the Security Documents shall automatically terminate and be irrevocably released and be of no further force or effect;

(i) the Note Parties, Parent and their counsel, representatives or designees are authorized to file UCC financing statement terminations in respect of UCC financing statements setting forth any Note Party, as debtor, and the Collateral Agent, as secured party, that were filed to perfect the Collateral Agent's Liens;

(j) the Note Parties, Parent and their counsel, representatives or designees are authorized to file intellectual property security agreement releases in respect of any intellectual property security agreement that were filed to perfect the Collateral Agent's Liens in any intellectual property of any Note Party;

(k) upon the request of the Company or Parent, the Collateral Agent shall deliver to the Surviving Company, Parent and their counsel, representatives or designees all original instruments evidencing pledged debt and all equity certificates and any other similar Collateral with respect to the Note Parties previously delivered in physical form by any Note Party to the Collateral Agent;

(l) upon the reasonable request of the Surviving Company or Parent from time to time, and at their expense, Collateral Agent shall execute and deliver (without the consent of any Noteholder) such additional instruments of termination, satisfaction or release prepared by the Surviving Company or Parent in order to evidence the termination and release of any and all of the Collateral Agent's Liens on the assets and properties of the Note Parties**;** and

(m) upon the request of the Company or Parent, the Noteholders shall direct the Collateral Agent to comply with the terms of clauses (k) and (l) above;

provided that clauses (c) through (m) above shall not have any effect until immediately following the Conversion.

Section 2. **Conversion**. The Conversion shall be deemed to occur automatically without any action on the part of the Surviving Company, Parent, Merger Sub, the Noteholders, or any other party, immediately after the Merger becomes effective (the "Conversion Time"). In furtherance of the immediately preceding sentence, and not in limitation thereof, immediately following the Conversion of each Note of a Noteholder, Parent shall deliver to such Noteholder the Shares issuable to such Noteholder upon the conversion of such Note in accordance with the terms hereof. For U.S. federal income tax purposes, the Parties agree to treat the transactions contemplated hereby (i) first, as a contribution of the Notes to Parent by the Noteholders, in exchange for the Shares, which taken together with the transactions contemplated by the related Equity Commitment Letters, Warrant Exchange Agreement, and any Rollover Agreements satisfies the requirements of Section 351(a) of the Internal Revenue Code of 1986, as amended (the "Code") and (ii) second, as a cancellation of the Notes by Parent, as a shareholder of the Company, in a transaction intended to come within the terms of Section 108(e)(6) of the Code (collectively, the "Intended Tax Treatment"). Each Party shall cause all tax returns filed by such Party to be filed based on treating the transactions contemplated by this Agreement consistent with the Intended Tax Treatment, in each case, unless otherwise required by a "determination" (within the meaning of Section 1313(a) of the Code) or comparable provisions of state or local income tax law.

Section 3. Representations and Warranties of the Parties

. Each Party, severally and not jointly, hereby represents and warrants as to itself to the other Parties as follows:

3.1 Enforceability. Such Party has the full right, power and authority to enter into this Agreement and to perform the terms and provisions hereof and the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the transactions contemplated hereby by such Party have been duly authorized by all necessary action (if applicable) on the part of such Party, and this Agreement constitutes the valid and binding obligation of such Party thereto, enforceable against such Party in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity.

3.2 No Conflicts. Neither the execution and delivery of this Agreement nor compliance with the terms and provisions hereof on the part of such Party shall breach any statutes or regulations of any governmental authority, domestic or foreign, or conflict with or result in a breach of such Party's organizational document(s) (if applicable) or of any of the terms, conditions or provisions of any judgment, order, injunction, decree, agreement or instrument to which such Party is a party or by which such Party or such Party's assets are or may be bound, or constitute a default thereunder or an event which with the giving of notice or passage of time or both would constitute a default thereunder.

3.3 Consents and Approvals. No consent, waiver, approval, order, permit or authorization of, or declaration or filing with, or notification to, any person or entity is required on the part of such Party in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby other than any consent, waiver, approval, order, permit or authorization, or declaration or filing, or notification that has already been obtained.

3.4 No Remuneration. Neither such Party nor anyone acting on such Party's behalf has paid or given any person a commission or other remuneration directly or indirectly in connection with or in order to solicit or facilitate the Conversion.

Section 4. Representations, Warranties and Covenants of Each Noteholder

. Each Noteholder, severally and not jointly, hereby represents and warrants, as to itself, to and covenants and agrees with, each of Merger Sub and Parent that:

4.1 Ownership. Such Noteholder owns and holds, beneficially and of record, the entire right, title, and interest in and to the Note set forth opposite its name on Schedule 1, free and clear of any and all pledges, liens, security interests, mortgage, claims, charges, restrictions, options, title defects or other encumbrances other than restrictions under the Securities Act of 1933, as amended (the "Securities Act") and other applicable federal and state securities laws. Such Noteholder has not, in whole or in part, (a) assigned, transferred, hypothecated, pledged or otherwise disposed of all or any portion of its Note or its rights in or to all or any portion of its Note, or (b) given any person or entity any transfer order, power of attorney or other authority of any nature whatsoever with respect to all or any portion of its Note which would limit such Noteholder's power to effectuate the Conversion hereunder. Such Noteholder covenants that it shall not take any of the actions set forth in the immediately preceding sentence. Such Noteholder has the sole and unencumbered right and power to effectuate the Conversion and its Note is not subject to any agreement, arrangement or restriction with respect thereto. No additional consideration for any purpose shall be due to such Noteholder at the Conversion Time, with respect to its Note, other than the issuance to such Noteholder of the Shares as provided herein. No Event of Default has been declared by such Noteholder under its Note and, to the knowledge of such Noteholder, no Event of Default exists or is continuing with respect to its Note**.**

4.2 Transfer Restrictions. Such Noteholder acknowledges that the Conversion and the Shares being issued to such Noteholder in connection with the Conversion are intended to be exempt from the registration requirement of the Securities Act pursuant to one or more exemptions thereunder. Accordingly, such Noteholder understands that (a) the Shares to be issued to it are "restricted securities," as that term is defined in the Securities Act and the rules thereunder and have not been registered under the Securities Act, and (b) none of the Shares can be sold or transferred unless they are first registered under the Securities Act and such state and other securities laws as may be applicable or an exemption from registration under the Securities Act is available (and then the Shares may be sold or transferred only in compliance with such exemption and all applicable state and other securities laws). Such Noteholder acknowledges that all certificates representing any of the Shares will bear restrictive legends and hereby consents to the transfer agent for the Series A Preferred Stock, if any, making a notation on its records to implement the restrictions on transfer described herein on such Shares. Such Noteholder is acquiring the Shares for investment and not with the view to making a "distribution" thereof within the meaning of the Securities Act.

4.3 Financial Ability. Such Noteholder is aware that there is a high degree of risk incident to effectuating the Conversion (including such risks as set forth in the Company's filings with the Securities and Exchange Commission (the "SEC")), such Noteholder is a sophisticated investor that has such knowledge and experience in financial and business matters as to be capable of evaluating such risks and the merits of effectuating the Conversion in accordance with the terms and subject to the conditions set forth herein, and such Noteholder has sought such accounting, legal and tax advice as such Noteholder has considered necessary to make an informed investment decision in connection with the transactions contemplated by this Agreement. Such Noteholder has the financial ability to bear the economic risk of its effectuating the Conversion and holding the Shares to be issued to it, has adequate means for providing for its current needs and contingencies and has no need for liquidity with respect to holding the Shares.

4.4 Accredited Investor. Such Noteholder is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D of the Securities Act.

4.5 Availability of Information. Such Noteholder has had the opportunity to review the Merger Agreement and the other transaction documents contemplated thereby (including all exhibits and schedules thereto), the Company's filings with the SEC, and any other non-public information with respect to the Company and Parent that may have been provided to such Noteholder and has been afforded (a) the opportunity to ask such questions as such Noteholder has deemed necessary of, and to receive answers from, representatives of the Company or Parent, as applicable, concerning the terms, conditions, risks and merits of the Conversion and holding the Shares, (b) access to information about the Company and Parent and their respective financial condition, results of operations, business, properties, management and prospects sufficient to enable such Noteholder to evaluate the Conversion and holding the Shares, and (c) the opportunity to review the Company's public filings with the SEC and to obtain such additional information that the Company or Parent possesses or can acquire without unreasonable effort or expense, in each case, that is necessary to make an informed investment decision with respect to the Conversion and holding the Shares.

4.6 Independent Investigation. In making the decision to effectuate the Conversion, such Noteholder has relied solely upon such Noteholder's own independent investigation and diligence, has not relied on any statements, representations or warranties, investigation (including with respect to the accuracy, completeness or adequacy of the Company's public disclosure) or other information provided, by or on behalf of (a) any former, current or future, direct or indirect, director, manager, officer, employee, consultant, general or limited partner, member, stockholder, security holder, Affiliate, controlling person, successor, assignee, predecessor, financing source, attorney, advisor, agent or representative (or any of their respective successors or assigns), of Parent, Merger Sub or any of their respective Affiliates, (b) any former, current or future, direct or indirect, holder of any equity interests or securities of Parent, Merger Sub, or any of their respective Affiliates (or any of their respective successors or assigns) or (c) any former, current or future, direct or indirect, director, manager, officer, employee, consultant, general or limited partner, member, stockholder, security holder, Affiliate, controlling person, successor, assignee, predecessor, financing source, attorney, advisor, agent or representative of any of the foregoing (or any of their respective successors or assigns) (including Moelis & Company LLC (together with its affiliates, "Moelis") or any of its respective Affiliates or any control persons, officers, directors, employees, partners, agents or representatives of any of the foregoing) concerning the Company, Parent, Merger Sub, the Conversion, the Shares, the transactions contemplated hereby or the risks associated therewith.

4.7 Financial Advisor. Such Noteholder acknowledges and agrees that (a) Moelis & Company LLC is acting as financial advisor to Chris Kemp and Dr. Adam London, (b) Moelis has not provided any information or advice to such Noteholder and has no contractual, fiduciary or legal obligations to such Noteholder, in each case, with respect to the Conversion or the Shares, (c) Moelis has not made and does not make any representation, express or implied, as to the Company, Parent, Merger Sub, the Conversion, the Shares, the transactions contemplated hereby or the Company's or Parent's viability as a going concern, (d) Moelis has not acted as such Noteholder's financial advisor or fiduciary in connection with the Conversion, and (e) Moelis shall not have any liability to such Noteholder, or to any other investor, pursuant to, arising out of or relating to the Company, Parent, Merger Sub, the Conversion, the Shares, or the transactions contemplated hereby**.**

Section 5. Representations, Warranties and Covenants of Parent

. Parent hereby represents and warrants to, and covenants and agrees with, Merger Sub and each of the Noteholders that:

5.1 Valid Issuance of Shares. Prior to the Conversion Time, Parent shall take all corporate action required to be taken by its Board of Directors and stockholders in order that Parent may validly and legally issue (a) the Shares and (b) the Class A common stock of Parent, par value $0.0001 per share (the "Parent Class A Common Stock"), issuable upon conversion of the Shares (including, without limitation, filing an Amended and Restated Certificate of Incorporation of Parent with the Secretary of State of the State of Delaware authorizing the Series A Preferred Stock and Parent Class A Common Stock). Parent shall have duly authorized and reserved at or prior to the Conversion Time, a number of shares of Series A Preferred Stock and Parent Class A Common Stock for issuance which equals or exceeds the maximum number of (A) the Shares issuable pursuant to this Agreement and (B) the shares of Parent Class A Common Stock issuable upon the conversion of the Shares (which reservations shall be for the sole benefit of and exclusive availability for the Noteholders). The Shares, when issued, will be validly issued, fully paid and nonassessable and free from all preemptive or similar rights, taxes, liens, charges and other encumbrances with respect to the issue thereof, with the Noteholders being entitled to all rights accorded to a holder of Series A Preferred Stock. Assuming the accuracy of each of the representations and warranties of each Noteholder and Merger Sub set forth in Section 3 (*Representations and Warranties of the Parties*) and Section 4 (*Representations and Warranties of the Noteholders*) of this Agreement, the offer and issuance by Parent of the Shares is exempt from registration under the Securities Act.

Section 6. Release

1. . In consideration of the covenants, agreements and undertakings of the Parties under this Agreement:

(a) From and after the Conversion Time, Parent and the Surviving Company (the "Note Parties"), and, to the extent the same is claimed (or could be claimed) by right of, through or under any Note Party, for each of their or its respective past, present and future successors in title, representatives, assignees, agents, officers, directors and shareholders (collectively hereinafter, the "Releasing Parties"), does hereby and shall be deemed to have forever generally remised, released and discharged each of the Noteholders, and their or its respective Affiliates, and each of their or its 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 the Noteholders or any of their respective Affiliates would be liable if such persons or entities were found to be liable to the Releasing 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 (x) at or from any time prior to and including the date hereof and (y) at or from any time prior to and including the Conversion Time. 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 on behalf of themselves and the Releasing Parties that the waivers described herein were bargained for separately. For the avoidance of doubt, the Note Parties signatory hereto represent that they are authorized to provide this release to the Released Parties on behalf of themselves and the Releasing Parties.

(b) From and after the Conversion Time, each Noteholder, on behalf of itself and its present and former parents, subsidiaries, affiliates, officers, directors, shareholders, managers, members, agents, representatives, permitted successors, and permitted assigns (collectively, "Noteholder Releasors") hereby releases, waives, and forever discharges the Company, Parent and their respective present and former, direct and indirect, parents, subsidiaries, affiliates, employees, officers, directors, shareholders, managers, members, agents, representatives, permitted successors, and permitted assigns (collectively, "Noteholder Releasees") of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty, or equity (collectively, "Noteholder Claims"), which any of such Noteholder Releasors ever had, now have, or hereafter can, shall, or may have against any of such Noteholder Releasees for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time through the Conversion Time arising out of or relating specifically to such Noteholder's Note; provided, however, that this release does not extend to any Claim to enforce the terms of, or any breach of, this Agreement or any other Transaction Documents (as defined in the Merger Agreement) or any Claim that cannot be released as a matter of Law. Each Noteholder 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 Noteholder acknowledges that such provisions are designed to protect a person from waiving Noteholder Claims which such person does not know exist or may exist. As to each and every Noteholder Claim released hereunder, each Noteholder 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 Noteholder acknowledges and agrees on behalf of themselves and the Noteholder Releasors that the waivers described herein were bargained for separately. For the avoidance of doubt, the Noteholder signatory hereto represent that they are authorized to provide this release to the Noteholder Releasees on behalf of themselves and the Noteholder Releasors.

Section 7. **Termination**. This Agreement will terminate upon the valid termination of the Merger Agreement in accordance with its terms, except that Section 8 (*Miscellaneous*) shall survive the termination of this Agreement.

Section 8. **Miscellaneous**.

8.1 **Entire Agreement**. This Agreement, the Merger Agreement and the Transaction Documents, together with the exhibits and agreements referenced herein and therein, constitute the entire agreement, and supersede all prior agreements, understandings, negotiations and statements, both written and oral, among the Parties or any of their Affiliates with respect to the transactions contemplated hereby and thereby.

8.2 **Amendment and Waiver**. Any provision of this Agreement may be amended or modified, and the provision hereof may be waived, only in a writing signed (a) in the case of any amendment (other than any amendment effected pursuant to any Joinder (as defined below) delivered in accordance with Section 8.10 hereof), by each of the Parties and (b) in the case of a waiver, by the Party or Parties waiving rights hereunder. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing. Notwithstanding anything to the contrary in this Section 8.2, if any Noteholder or party who is executing a Joinder in accordance with Section 8.10 hereof purchases any Notes issued after the date hereof ("Additional Notes") (which purchase shall have been approved by Noteholders of a majority in interest of the Notes), such Additional Notes shall be deemed to constitute Notes hereunder and Schedule 1 shall be deemed to have been supplemented to include (i) the name of such person under the column heading "Noteholder" of such Schedule, (ii) the certificate number of such Additional Notes under the column heading "Certificate No." of such Schedule, and (iii) the Stated Principal Amount of such Additional Notes under the column heading "Stated Principal Amount" of such Schedule.

8.3 **Assignment**. Neither this Agreement nor any right or obligation of any Party hereunder may be assigned by (a) in the case of any Noteholder without the prior written consent of the Company and Parent or (b) in the case of either of Merger Sub or Parent without the prior written consent of the Noteholders; provided that from and after the effective time of the Merger, the Company shall have the rights and obligations of Merger Sub hereunder by virtue of Section 259 of the Delaware General Corporation Law. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of each of the Parties and each of their respective successors and permitted assigns. Except to the extent provided under Section 6 (*Release*) of this Agreement, no provision of this Agreement shall confer upon any person other than the Parties hereto any rights or remedies hereunder.

8.4 **Severability**. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

8.5 **Remedies**. The Parties agree that, except as provided herein, this Agreement will be enforceable by all Parties by all available remedies at law or in equity (including, without limitation, specific performance, without bond or other security being required). No failure to exercise, or delay of or omission in the exercise of, any right, power or remedy accruing to any Party as a result of any breach or default by any other Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later. No single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default nor shall any delay, omission or waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

8.6 **Governing Law; Jurisdiction**.

(a) This Agreement and any claim, cause of action or action (whether in contract, tort or otherwise) that may directly or indirectly be based upon, relate to or arise out of this Agreement or the transactions contemplated hereby, or the negotiation, execution or performance of this Agreement, shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(b) Each Party (i) expressly submits to the personal jurisdiction and venue of the Court of Chancery of the State of Delaware or, if such court would not have subject matter jurisdiction over any such claim, cause of action or action, the federal courts of the United States located in the State of Delaware (the "Designated Courts"), in the event any claim, cause of action or action involving the Parties (whether in contract, tort or otherwise) based upon, relating to or arising out of this Agreement or the transactions contemplated hereby, (ii) expressly waives any claim of lack of personal jurisdiction or improper venue and any claims that the Designated Courts are an inconvenient forum with respect to such claim, cause of action or action and (iii) agrees that it shall not bring any claim, cause of action or action against any other Parties based upon, relating to or arising out of this Agreement or the transactions contemplated hereby in any court other than the Designated Courts. Each Party hereby irrevocably consents to the service of process with respect to the Designated Courts in any such claim, cause of action or action by the mailing of copies thereof by registered or certified mail or by overnight courier service, postage prepaid, to its address set forth in Section 8.11 (*Notices*) or on the signature pages hereto.

8.7 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, CAUSE OF ACTION OR ACTION DIRECTLY OR INDIRECTLY BASED UPON, RELATING TO OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 8.7 (*WAIVER OF JURY TRIAL*).

8.8 Headings. The descriptive headings used herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

8.9 Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument. All counterparts shall be construed together and shall constitute one and the same instrument. A signature delivered by electronic mail in portable document format (.pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com) shall be deemed to be an original signature for all purposes under this Agreement.

8.10 Additional Noteholders. It is understood that pursuant to Section 5.18 of the Merger Agreement, the Company shall not issue a Senior Secured Convertible Note due 2025 after the date hereof to any person unless (i) such person shall become a Noteholder hereunder by executing a joinder agreement substantially in the form of Exhibit A hereto (a "Joinder") and delivering same to each of Merger Sub and Parent and (ii) Holders of a majority in interest of the Notes outstanding on the date hereof consent to such issuance and the joinder of such party.

8.11 Notices. All notices required to be given hereunder, including, without limitation, service of process, shall be sufficient if provided to the applicable Party in the manner provided for in Section 8.10 of the Merger Agreement at the address set forth (a) with respect to the Company or Parent, below (b) with respect to each Noteholder, on the signature page for such Noteholder hereto or to any Joinder of such Noteholder, as the case may be, or any other address designated by any Noteholder in writing to the Company.

If to Parent or Merger Sub (or to the Surviving Company after the Merger), to:

Apogee Parent Inc.
1900 Skyhawk Street
Alameda, California 94501
Attention: Chris C. Kemp and Adam P. London
Email: *********

with copies (which shall not constitute notice) to:

Pillsbury Winthrop Shaw Pittman LLP
31 West 52nd Street
New York, New York 10019
Attention: Lillian Kim and Stephen Amdur
Email: *********

[*Signature pages follow*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed by the undersigned or if applicable, on its behalf by its officer or representative thereunto duly authorized) as of the date first above written.

PARENT

Apogee Parent Inc.

By: /s/ Chris C. Kemp
Name: Chris C. Kemp
Title: Chief Executive Officer

MERGER SUB

Apogee Merger Sub Inc.

By: /s/ Chris C. Kemp
Name: Chris C. Kemp
Title: Chief Executive Officer

NOTEHOLDERS

JMCM Holdings, LLC

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

MH Orbit LLC

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

Notice Information

c/o Pine Ridge Advisers LLC
450 Lexington Avenue, 38th Floor
New York, New York 10017
Attention: Harrison Geldermann and Baldo Fodera
E-mail: *********

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: Gabriel Saltarelli and Elizabeth Tabas Carson
E-mail: *********

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

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

Notice Information

500 Howard Street, Suite 201
San Francisco, California 94105
Attention: Brian Yee and Mike Derrick
E-mail: *********

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

Cooley LLP
Reston Town Center
11951 Freedom Drive, 14th Floor
Reston, Virginia 20190
Attention: Darren DeStefano and Jason Savich
E-mail: *********

Chris C. Kemp, Trustee of the Chris Kemp
Living Trust, dated February 10, 2021

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

Notice Information

Chris C. Kemp
c/o Astra Space, Inc.
1900 Skyhawk Street
Alameda, California 94501
E-mail: *********

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

Pillsbury Winthrop Shaw Pittman LLP
Attention: Stephen Amdur and Lillian Kim
31 West 52nd Street
New York, New York 10019
E-mail: *********

/s/ Adam P. London

Adam P. London

Notice Information

Adam P. London
c/o Astra Space, Inc.
1900 Skyhawk Street
Alameda, California 94501
E-mail: *********

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

Pillsbury Winthrop Shaw Pittman LLP
Attention: Stephen Amdur and Lillian Kim
31 West 52nd Street
New York, New York 10019
E-mail: *********

RBH Ventures Astra SPV, LLC
By: RBH Ventures, Ltd., its Manager
By: Synchronicity Holdings, LLC, general partner of the Manager

By: /s/ Robert Bradley Hicks

Name: Robert Bradley Hicks
Title: Managing Member

Notice Information

c/o John Fallone; Doug Colvard
Fallone SV
509 W. North St.
Raleigh, North Carolina 27603
Email: *********

Astera Institute

By: /s/ Jed McCaleb

Name: Jed McCaleb
Title: Director

Notice Information

Astera Institute
2625 Alcatraz Ave #201
Berkeley, CA 94705

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

Acceleron Law Group LLP
Silicon Valley Office
2033 Gateway Place, Suite 500
San Jose, CA 95110
Attention: Colby Gartin; Joey Tran
E-mail: *********

SCHEDULE 1

Notes

Noteholder	Certificate No.	Stated Principal Amount
JMCM Holdings LLC	A-01	$9,691,729.89
SherpaVentures Fund II, LP	A-02	$5,127,489.59
Chris C. Kemp, Trustee of the Chris Kemp Living Trust, dated February 10, 2021	A-03	$2,000,000.00
	A-07	$150,000.00
Adam P. London	A-04	$1,000,000.00
	A-08	$150,000.00
MH Orbit LLC	A-05	$4,000,000.00
RBH Ventures Astra SPV, LLC	A-06	$2,000,000.00
Astera Institute	A-09	$5,000,000

EXHIBIT A

FORM OF JOINDER

[_____], 20[__]

Apogee Parent Inc.
1900 Skyhawk Street
Alameda, California 94501
Attention: Chris C. Kemp and Adam P. London
Email: *********

Apogee Merger Sub Inc.
1900 Skyhawk Street
Alameda, California 94501
Attention: Chris C. Kemp and Adam P. London
Email: *********

RE: Noteholder Conversion Agreement, dated as of March 7, 2024 (the "Noteholder Conversion Agreement"), by and among Apogee Parent Inc., a Delaware corporation ("Parent"), Apogee Merger Sub Inc., a Delaware corporation ("Merger Sub"), and each of the Noteholders (as defined therein) party thereto.

Ladies and Gentlemen:

Reference is made to the above-captioned Noteholder Conversion Agreement. Capitalized terms used but not defined herein shall have the meanings given to them in the Noteholder Conversion Agreement.

Section 1. **Party to the Noteholder Conversion Agreement**. The undersigned, Merger Sub and Parent hereby agree, as of the date first above written, that (a) the undersigned shall be a "Noteholder", the "Noteholders", a "Party" and the "Parties" for all purposes of the Noteholder Conversion Agreement to the same extent as each of the other Noteholders thereunder; (b) each reference in the Noteholder Conversion Agreement to a "Noteholder" and "Party" shall also mean and be a reference to the undersigned; (c) the undersigned shall be bound by the terms of the Noteholder Conversion Agreement to the same extent as each of the other Noteholders thereunder; and (d) Schedule 1 to the Noteholder Conversion Agreement shall be deemed to have been supplemented by Annex I hereto and for the avoidance of doubt, each reference in the Noteholder Conversion Agreement to a "Note" with respect to the undersigned shall mean and be a reference to the Senior Secured Convertible Note due 2025 of the undersigned set forth in Annex I hereto.

Section 2. **Representations and Warranties**. The undersigned hereby makes each representation and warranty set forth in Section 3 (*Representations and Warranties of the Parties*) and Section 4 (*Representations, Warranties and Covenants of Each Noteholder*) of the Noteholder Conversion Agreement to the same extent as each other Noteholder.

Section 3. **Counterparts**. This Joinder may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument. All counterparts shall be construed together and shall constitute one and the same instrument. A signature delivered by electronic mail in portable document format (.pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com) shall be deemed to be an original signature for all purposes under this Joinder.

Section 4. **Governing Law; Jurisdiction; Waiver of Jury Trial**. Sections 8.6 (*Governing Law; Jurisdiction*) and 8.7 (*Waiver of Jury Trial*) of the Noteholder Conversion Agreement are incorporated herein by reference and shall apply to this Joinder *mutatis mutandis*.

[Signature pages follow]

Very truly yours,

[_____]

By: _____
Name:
Title:

Notice Information

[_____]

Attention: _____

Address:

_____

_____

E-mail: _____

[with a copy to (which shall not constitute notice):

[_____]

Attention: _____

Address:

_____

_____

E-mail: _____]

Acknowledged and Agreed

as of the date first written above:

MERGER SUB

Apogee Merger Sub Inc.

By: _____
Name:
Title:

By: _____
Name:
Title:

PARENT

Apogee Parent Inc.

By: _____
Name:
Title:

Annex I

Note

Noteholder	Certificate No.	Stated Principal Amount
	A-	

Exhibit 16

INTERIM INVESTORS' AGREEMENT

This INTERIM INVESTORS' AGREEMENT (this "Agreement") is dated as of March 7, 2024, by and among (i) Apogee Parent Inc., a Delaware corporation (the "Parent"), (ii) Apogee Merger Sub Inc., a Delaware corporation and wholly-owned subsidiary of Parent ("Merger Sub"), (iii) Chris C. Kemp and Dr. Adam London (collectively, the "Founders" and each, a "Founder"), (iv) MH Orbit LLC, a Delaware limited liability company ("MH Orbit"), JMCM Holdings, LLC, a Delaware limited liability company ("JMCM") and JW 16 LLC (together with MH Orbit and JMCM, "Orbit"), (v) SherpaVentures Fund II, LP, a Delaware limited partnership ("ACME" and together with Orbit, the "Key Investors" and each a "Key Investor"), and (vi) and the other parties appearing on the signature pages hereto (each such party together with the Founders and the Key Investors, and any Person that executes a joinder hereto in such capacity in accordance with the terms hereof, an "Investor" and collectively, the "Investors"). Parent, Merger Sub, and the Investors are collectively referred to as the "Parties" and each, a "Party." Capitalized terms used but not defined herein shall have the meanings given to them in the Merger Agreement (as defined below).

BACKGROUND

1. On the date hereof and contemporaneously with the execution of this Agreement, Parent, Merger Sub, and Astra Space Inc., a Delaware corporation (the "Company") have executed an Agreement and Plan of Merger (as amended, supplemented or modified from time to time in accordance with the terms thereof and in compliance with this Agreement, the "Merger Agreement") pursuant to which, among other things, Merger Sub will be merged with and into the Company with the Company continuing as the surviving corporation (the "Merger").

2. On or prior to the date hereof, each of the Investors has executed and delivered to Parent an equity commitment letter agreement pursuant to which the applicable Investor has agreed, on the terms and subject to the conditions set forth therein, to make or cause to be made a capital contribution to Parent at Closing in the amount or value set forth in each such equity commitment letter agreement (each, an "Equity Commitment Letter," references to which include such letter agreement as amended, supplemented or modified from time to time in accordance with the terms thereof and this Agreement, and collectively, the "Equity Commitment Letters"). In this Agreement, "Equity Commitment" refers to, (x) prior to the consummation of the Closing and for each Investor, the "Commitment" set forth in its respective Equity Commitment Letter, as such amount may be modified or amended in accordance with the terms thereof and of this Agreement and (y) at the Closing, for purposes of Section 2.2 and for each Investor, the amount or value contributed to Parent by such Investor at Closing in accordance with this Agreement and its Equity Commitment Letter. The Equity Commitment Letters executed and delivered by certain of the Investors have also been executed by certain of their respective Affiliates such that such Investors and such respective Affiliates are jointly and severally obligated, on the terms and subject to the conditions set forth therein, to make the applicable Equity Commitment.

3. On or prior to the date hereof, the Founders, the Key Investors, and certain other Investors have executed and delivered to Parent the Warrant Exchange Agreement, pursuant to which the applicable Investor has agreed, on the terms and subject to the conditions set forth therein, to exchange all Company Warrants (as defined below) held thereby for warrants to purchase Parent Series A Preferred Shares (the "Parent Warrants") in connection with the consummation of the transactions contemplated by the Merger Agreement.

4. On or prior to the date hereof, the Founders, the Key Investors, and certain other Investors have executed and delivered to Parent the Noteholder Conversion Agreement, pursuant to which the applicable Investor has agreed, on the terms and subject to the conditions set forth therein, to effectuate the conversion and cancellation of the Notes (as defined below) held thereby in exchange for the issuance of Parent Series A Preferred Shares (as defined below) thereto in connection with the consummation of the transactions contemplated by the Merger Agreement.

5. This Agreement governs the relationship of the Parties pending the Closing, including in respect of the Merger Agreement, the Equity Commitment Letters, the Warrant Exchange Agreement, and the Noteholder Conversion Agreement and the transactions contemplated thereby and, in the case of any inconsistency between this Agreement, on the one hand, and the Merger Agreement, any Equity Commitment Letter, the Warrant Exchange Agreement, or the Noteholder Conversion Agreement, on the other hand, this Agreement shall control solely as among the Parties (but, for the avoidance of doubt, not with respect to the Founders in their capacities as directors or officers of the Company).

6. The Parties wish to agree to certain terms and conditions that will govern the actions of the Parties and the relationship among the Investors with respect to the Merger Agreement, the Equity Commitment Letters, the Warrant Exchange Agreement, and the Noteholder Conversion Agreement, and the transactions contemplated thereby.

ARTICLE I
EQUITY COMMITMENTS; CONTRIBUTION

Section 1.1 **Initial Commitments**. Parent represents that (a) Schedule A includes a true and complete copy of all of the Equity Commitment Letters that the Investors have executed and delivered to Parent as of the date hereof, (b) Schedule B includes a true and complete copy of the Warrant Exchange Agreement as of the date hereof, and (c) Schedule C includes a true and complete copy of the Noteholder Conversion Agreement as of the date hereof.

Section 1.2 **Equity Commitments**.

(a) Parent shall be entitled to enforce, and shall enforce, the obligation of each Investor to fund its Equity Commitment under its Equity Commitment Letter in accordance with the terms of such Equity Commitment Letter, only (i) acting at the direction of the Founders, and with Key Investor Consent (as defined below), if the Founders jointly have, acting reasonably and in good faith, determined that (x) all conditions to effect the Closing set forth in Sections 6.01 and 6.02 of the Merger Agreement (the "Closing Conditions") have been and are continuing to be satisfied (other than any conditions that by their nature are to be satisfied at the Closing, but each of which are capable of being satisfied at the Closing), except for any conditions that have been waived by Parent and Merger Sub with Key Investor Consent, (y) all conditions to funding under such Equity Commitment Letter have been and are continuing to be satisfied (other than any conditions that by their nature are to be satisfied at the Closing, but each of which are capable of being satisfied at the Closing), except for any conditions that have been waived by the applicable Investor, and (z) the Closing is required to occur pursuant to Section 1.06 of the Merger Agreement, or (ii) as required by an order for specific performance issued by a court of competent jurisdiction in accordance with the Company's third party beneficiary rights pursuant to such Equity Commitment Letter to cause Parent to enforce such Equity Commitment Letter in accordance with, and subject to the conditions of, such Equity Commitment Letter. For the avoidance of doubt, the Investors shall have no right to directly enforce (including seeking specific performance of) any Equity Commitment Letter against another Investor. If the Founders determine that it is appropriate to reduce the aggregate Equity Commitment (including, without limitation, in the event the Merger Consideration is reduced or as a result of any Rollover Agreement entered into after the date hereof and prior to the Closing), then Parent may, with Key Investor Consent, reduce the Equity Commitment required to be funded by one or more Investors under their respective Equity Commitment Letter upon written notice to such Investors prior to Closing.

(b) Subject to the terms and conditions of the Equity Commitment Letter, each Investor may assign, sell-down or syndicate all or any part of its Equity Commitment to any of its Affiliates, including one or more affiliated investment funds or investment vehicles that are advised or sponsored by the investment manager of the relevant Investor, without any consent of any of the other Investors (a "Permitted Syndication"); provided that any such Permitted Syndication does not require any additional Consent, filing, registration, or declaration in order to consummate the Transactions. Any Permitted Syndication shall not relieve the Investor of its obligations under its Equity Commitment Letter in the event that any such Affiliate fails to perform such obligations. Other than a Permitted Syndication, any assignment, sell-down or syndication of all or part of the Equity Commitments will be subject to receipt of (x) the Key Investor Consent and (y) the prior written consent of either of the Founders (clauses (x) and (y), collectively, "Investor Consent").

(c) The following matters shall be subject to the prior written consent of a majority in interest (measured by the aggregate amount of all such Capital Commitments) of the Key Investors ("Key Investor Consent"): (x) any agreement by Parent, Merger Sub or an Investor to amend, modify or waive an Equity Commitment Letter, the Warrant Exchange Agreement, or the Noteholder Conversion Agreement, (y) any agreement by Parent, Merger Sub to terminate an Equity Commitment Letter, the Warrant Exchange Agreement, or the Noteholder Conversion Agreement, or (z) any entrance by Parent into a Rollover Agreement.

ARTICLE II
EQUITY INTERESTS

Section 2.1 **Equity Interests Pending the Closing**.

(a) Parent represents and warrants that, as of the date hereof, Merger Sub has issued one hundred (100) shares of its common stock, par value $0.0001 per share, to Parent, and such shares are the only shares of capital stock of Merger Sub that are issued and outstanding. Parent represents and warrants that Merger Sub is wholly-owned by Parent and further covenants that no additional equity interests or capital stock of Merger Sub shall be issued or issuable prior to the Closing without Investor Consent. Prior to the Closing, Parent shall not, without Investor Consent, sell, dispose or otherwise transfer, directly or indirectly, any equity interests of Merger Sub. Parent represents and warrants that Merger Sub (i) is a newly formed entity, (ii) has conducted no operations and prior to the Closing shall not conduct any operations and (iii) has no, and prior to the Closing shall not have any, assets, obligations or liabilities of any nature, in each case of clause (ii) and (iii), other than those incident to its formation and in connection with the Merger Agreement, this Agreement and the transactions contemplated hereby and thereby. The Founders shall cause Parent and Merger Sub to comply with all covenants of Parent or Merger Sub herein at or before the Closing.

(b) Each of the Founders represents and warrants that, as of the date hereof, Parent has issued ten (10) shares of its common stock, par value $0.0001 per share, to each of the Founders, and such shares are the only shares of capital stock of Parent that are issued and outstanding. Each of the Founders represents and warrants that Parent is wholly-owned by the Founders and further covenants that no additional equity interests or capital stock of Parent shall be issued or issuable prior to the Closing without Investor Consent other than pursuant to the Equity Commitment Letters, the Warrant Exchange Agreement, and the Noteholder Conversion Agreement. Prior to the Closing, the Founders shall not, without Investor Consent, sell, dispose or otherwise transfer, directly or indirectly, any equity interests of Parent. Each of the Founders represents and warrants that Parent (i) is a newly formed entity, (ii) has conducted no operations and prior to the Closing shall not conduct any operations and (iii) has no, and prior to the Closing shall not have any, assets, obligations or liabilities of any nature, in each case of clause (ii) and (iii), other than those incident to its formation and in connection with the Merger Agreement, this Agreement and the transactions contemplated hereby and thereby.

(c) Prior to the Closing, no Investor shall, without Investor Consent, sell, dispose or otherwise transfer, directly or indirectly, any equity securities or debt securities of the Company (other than pursuant to any Permitted Syndication or a transfer of Company Class B Shares (as defined below) to the Company in connection with a conversion of such Company Class B Shares into Company Class A Shares (as defined below) pursuant to the Company Charter), and, between the date hereof and the Closing, the Founders shall not transfer, and Parent shall not permit (to the extent within its control) any transfers of, the equity interests or capital stock of Parent. In the case of any sale, disposition or transfer whereby Investor Consent is obtained, the transferee of such equity securities or debt securities of the Company pursuant to such sale, disposition, or transfer shall agree in writing to be bound by the terms and conditions of this Agreement as though such transferee were an Investor hereunder; provided that no such sale, disposition, or transfer shall relieve any transferring Investor from its obligations hereunder.

(d) The Parties agree to take all actions to cause the issued and outstanding equity interests in Parent as of the Closing to be as set forth in Section 2.2.

Section 2.2 **Equity Interests Issued at or After Closing.**

(a) Immediately prior to, but contingent upon and subject to the consummation of, the Closing, Parent shall issue a number of Series A preferred shares, par value US$0.0001 per share, of Parent (the "Parent Series A Preferred Shares") to each Investor (other than the Founders) in exchange for their respective capital contributions to Parent based on the following calculation: (i) for a contribution of cash by, or on behalf of, such Investor (a "Cash Contribution"), such Investor shall receive a number of Parent Series A Preferred Shares equal to such cash contribution *divided by* the Merger Consideration; (ii) for a contribution of class A common shares of the Company (the "Company Class A Shares") held by such Investor or its Affiliates as of immediately prior to the Closing (a "Company Class A Shares Contribution"), such Investor shall receive an equal number of Parent Series A Preferred Shares; (iii) for the conversion and cancellation of the Notes held by such Investor or its Affiliates as of immediately prior to the Closing (an "Indebtedness Contribution"), such Investor shall receive a number of Parent Series A Preferred Shares in accordance with Section 3.7(b); and (iv) for the contribution and exchange of Company Warrants held by such Investor or its Affiliates as of immediately prior to the Closing (a "Warrant Contribution"), such Investor shall receive Parent Warrants (as defined below) in accordance with Section 3.7(a). All issuances of Parent Series A Preferred Shares pursuant to the foregoing shall be made in accordance with the terms, and subject to the conditions, set forth in the Merger Agreement and such Investor's Equity Commitment Letter, the Warrant Exchange Agreement, and the Noteholder Conversion Agreement, as applicable.

(b) Immediately prior to, but contingent upon and subject to the consummation of, the Closing, Parent shall issue class B common shares, par value US$0.0001 per share, of Parent (the "Parent Class B Common Shares") to each Founder in exchange for their respective capital contributions to Parent (in accordance with the terms, and subject to the conditions, set forth in this Agreement and such Founder's Equity Commitment Letter) to the extent such capital contributions are satisfied by a Company Class A Shares Contribution or a contribution of class B common shares of the Company (the "Company Class B Shares") held by such Founder or its Affiliates as of immediately prior to the Closing (a "Company Class B Shares Contribution"). The number of Parent Class B Common Shares issued to a Founder in exchange for a Company Class A Shares Contribution or Company Class B Shares Contribution shall be equal to the number of Company Class A Shares or Company Class B Shares so contributed. Parent shall issue Parent Series A Preferred Shares to each Founder in exchange for their respective capital contributions to Parent to the extent such capital contributions are satisfied by (i) a Cash Contribution, (ii) an Indebtedness Contribution, (iii) a Warrant Contribution, or (iv) a combination of two or more of the foregoing, in each case calculated based on the method set forth in Section 2.2(a). All issuances of Parent Series A Preferred Shares pursuant to the foregoing shall be made in accordance with the terms, and subject to the conditions, set forth in the Merger Agreement and in such Founder's Equity Commitment Letter, the Warrant Exchange Agreement, and the Noteholder Conversion Agreement, as applicable. The Company Class A Shares and Company Class B Shares contributed to Parent by the Investors or their respective Affiliates shall be referred to as the "Rollover Shares".

(c) For purposes of determining the amount of Investor's "Capital Commitment" under this Agreement, (i) the amount of cash contributed pursuant to the Cash Contribution shall be ascribed a value equal to such amount, (ii) each Company Class A Share or Company Class B Share contributed pursuant to the Company Class A Shares Contribution or Company Class B Shares Contribution, as applicable, shall be ascribed a value equal to the Merger Consideration, (iii) the indebtedness that is converted and cancelled pursuant to the Indebtedness Contribution shall be ascribed a value equal to the product of (x) the number of Series A Preferred Shares issuable on the conversion and cancellation of such indebtedness in accordance with Section 3.7(b) and (y) the Merger Consideration; and (iv) the Company Warrants being contributed pursuant to the Warrant Contribution shall be ascribed a value equal to the product of (x) the number of Series A Preferred Shares subject to the Parent Warrant to be issued pursuant to Section 3.7(a) and (y) the excess, if any, of the Merger Consideration over the exercise price per Series A Preferred Share under such Parent Warrant as of immediately after its issuance.

(d) For U.S. federal and applicable state and local income tax purposes, the Parties intend that any Parent capital stock (including, without limitation, Parent capital stock issued in exchange for Rollover Shares) issued pursuant to clause (a) hereof, pursuant to clause (b) hereof, or pursuant to any Rollover Agreement, taken together, qualify as tax-deferred transfers under Section 351(a) of the Code (the "Intended Tax Treatment"). Each Party shall cause all tax returns filed by such Party to be filed based on treating the transactions contemplated by this Agreement consistent with the Intended Tax Treatment, in each case, unless otherwise required by a "determination" (within the meaning of Section 1313(a) of the Internal Revenue Code of 1986, as amended) or comparable provisions of state or local income tax Law.

(e) At the Closing, Parent shall deliver a copy of the capitalization table of Parent to each Investor detailing (i) such Investor's Capital Commitment, (ii) the total Capital Commitment of all Investors, (iii) the number of shares of each class of Parent capital stock held by such Investor, (iv) the total number of shares of each class of Parent capital stock issued and outstanding, and (v) the authorized number of shares of each class of Parent capital stock. For the avoidance of doubt, any capitalization table that is delivered to the Investors may be redacted by Parent or information therein may otherwise be aggregated to prevent disclosure of the name of individual Investors.

ARTICLE III
INTERIM GOVERNANCE; OTHER AGREEMENTS AMONG INVESTORS

Section 3.1 **Actions Under the Merger Agreement**.

(a) Subject to Key Investor Consent in the circumstances required by Sections 1.2(c) and 3.1(b), the Founders, by mutual agreement and acting reasonably and in good faith, shall have the right to cause Parent or Merger Sub to take any action or refrain from taking any action that is (i) not in contravention of or inconsistent with this Agreement, the Merger Agreement, the Equity Commitment Letters, the Warrant Exchange Agreement, and the Noteholder Conversion Agreement and (ii) reasonably required in order for Parent or Merger Sub to comply with their respective obligations or exercise their respective rights under the Merger Agreement. Parent, Merger Sub and the Founders shall use their reasonable best efforts to keep the Key Investors informed about, and reasonably cooperate with the Key Investors in connection with, the matters contemplated by the Transaction Documents. Parent, Merger Sub and the Founders shall use reasonable best efforts to consult with the Key Investors with respect to, and keep them apprised of, all material decisions, elections, actions, determinations and other matters contemplated by the Transaction Documents. To the extent reasonably practicable, Parent, Merger Sub, and the Founders shall provide the Key Investors with drafts of material Transaction Documents and communications with the Company or third parties regarding the Transactions and shall provide the Key Investors and their respective advisors with an opportunity to review and comment on such Transaction Documents and communications.

(b) Notwithstanding anything to the contrary, including Section 3.1(a), the Founders shall cause Parent and Merger Sub not to, and Parent and Merger Sub shall not, take any of the following actions without Key Investor Consent: (i) amend, modify, provide any consent under, or waive any provision of the Merger Agreement, the Equity Commitment Letters, the Warrant Exchange Agreement, the Noteholder Conversion Agreement, the Rollover Agreements or any other material Transaction Document (including extending the Initial Outside Date under the Merger Agreement), (ii) terminate the Merger Agreement, the Equity Commitment Letters, the Warrant Exchange Agreement, the Noteholder Conversion Agreement, the Rollover Agreements or any other material Transaction Document, (iii) enter into any material agreements relating to the Transactions that have not been approved by the Key Investors at the time of the execution of the Merger Agreement (other than additional equity commitment letters on terms and subject to conditions no more favorable to such equity investor than as set forth in the Equity Commitment Letters; provided that any such equity investors shall execute a joinder to this Agreement and be subject to the terms hereof as an "Investor" for all purposes), (iv) commence or settle any Proceeding relating to the Merger Agreement, the Equity Commitment Letters, the Warrant Exchange Agreement, the Noteholder Conversion Agreement, or the Rollover Agreements, (v) cause Parent or Merger Sub to take any action or conduct any business other than in furtherance of the Transaction or as otherwise contemplated by this Agreement, the Merger Agreement or the other Transaction Documents, (vi) take any action that would be in breach of or would violate the terms of this Agreement, the Merger Agreement or the other Transaction Documents, (vii) approve the Information Statement, or (viii) file the Schedule 13E-3 with the SEC. Parent shall promptly terminate the Merger Agreement pursuant to Section 7.01(b)(i) thereof (x) when entitled to do so unless Parent receives Key Investor Consent prior to such time and (y) if Parent receives Key Investor Consent not to so terminate the Merger Agreement pursuant to clause (x) above, upon receiving Key Investor Consent to terminate the Merger Agreement after such time.

(c) In the event that (i)(1) Parent enforces the obligations of the Investors to fund their Equity Commitments in accordance with Section 1.2 and (2) one or more Investors (or their respective Affiliates, as applicable) have fulfilled their Equity Commitments or stand ready, willing and able to fulfill their Equity Commitments (in such capacity, each a "Funding Investor" and collectively "Funding Investors") then the Funding Investors, may with Key Investor Consent (with the majority in interest for such purposes measured without the Capital Commitment of any non-Funding Investor) terminate the participation in the transaction of any Investor that does not fund its Equity Commitment in its entirety or asserts in writing its unwillingness to fund all or any portion of its Equity Commitment when required to do so (any such Investor, a "Failure to Fund Investor") or (ii) an Investor breaches its obligations under Section 3.3 or Section 3.4 hereto or under such Investor's Equity Commitment Letter and, as a result, a closing condition set forth in the Merger Agreement fails to be satisfied or is not reasonably capable of being satisfied, then the Funding Investors may with Key Investor Consent (with the majority in interest for such purposes measured without the Capital Commitment of any breaching Investor) terminate the participation in the transaction of such breaching Investor (any such Investor, together with a Failure to Fund Investor, each, a "Failing Investor" and collectively, "Failing Investors" and such failure of such Failing Investor to fund or such assertion pursuant to clause (1) or breach pursuant to clause (2), a "Failing Investor Breach"). Following any Failing Investor Breach by a Failing Investor, any Investor that is a Funding Investor may fund at its sole discretion any unpaid amount of such Failing Investor's portion of the Equity Commitment on the same terms as the contribution made pursuant to such Funding Investor's Equity Commitment Letter.

(d) The termination of any Failing Investor's participation in the transactions and the funding by a Funding Investor of the Failing Investor's portion of the Equity Commitments in the manner set forth above shall not affect, alter or impair (i) the Funding Investors' or non-breaching Investors' rights against such Failing Investors for a breach by such Failing Investor of this Agreement (including Section 3.1, Section 3.2 and Section 5.3 hereof) or (ii) Parent's rights or remedies under the Equity Commitment Letters with respect to the Failing Investor's failure to fund or any other action or inaction.

(e) If an Investor becomes a Failing Investor, such Failing Investor shall no longer be entitled to any approval or consent rights under this Agreement, and any directors or officers of Parent or Merger Sub appointed by such Failing Investor, or representing such Failing Investor, shall be removed upon such Investor becoming a Failing Investor.

Section 3.2 **Expenses**.

(a) Each Party shall bear its own expenses incurred in connection with this Agreement. Notwithstanding the foregoing, in the event the Closing occurs, Parent shall cause the Company to bear the reasonable and documented out of pocket expenses of Parent, Merger Sub and the Founders incurred in connection with the negotiation, execution, delivery and performance of the Merger Agreement, the Equity Commitment Letters, the Debt Commitment Letter, the Warrant Exchange Agreement, the Noteholder Conversion Agreement, the Rollover Agreements, this Agreement, and any other Transaction Document, or the consummation of the transactions contemplated hereby and thereby, including, without limitation, the reasonable fees, expenses and disbursements of counsel, accountants, consultants and other advisors retained thereby, but excluding, in each case, the funding of the Equity Commitments under the Equity Commitment Letters ("Transaction Expenses").

(b) In the event of a termination of the Merger Agreement in which a Company Termination Fee or any other amount (either as an expense reimbursement, damages or otherwise) is paid to Parent or Merger Sub by the Company or its Affiliates, then Parent or Merger Sub, as the case may be, shall (i) first, discharge all of Parent's and Merger Sub's outstanding liabilities, (ii) second, pay (or cause to be paid) all Transaction Expenses incurred by the Founders, and (iii) third, pay (or cause to be paid) any remaining amount to the Investors in proportion to their Capital Commitments. In the event of a termination of the Merger Agreement in which no amount (either as expense reimbursement, damages or otherwise) is paid to Parent or Merger Sub or in the event that the amount paid is insufficient to discharge all of Parent's and Merger Sub's outstanding liabilities and pay all applicable Transaction Expenses, no Investor shall have any obligation with respect to the payment of any outstanding liabilities of Parent or Merger Sub or any Transaction Expenses.

Section 3.3 **Approvals**.

(a) Subject in all respects to the limitations set forth in Section 3.3(b), and Section 3.3(c) each Investor shall use reasonable best efforts, and reasonably cooperate with Parent, Merger Sub and the other Investors, to obtain all applicable governmental, statutory, regulatory or other approvals, licenses, waivers or exemptions required or, in the reasonable opinion of the Key Investors or the Founders, desirable for the consummation of the transactions contemplated by the Merger Agreement, including the Merger. Parent and Merger Sub shall, if not prohibited by law or regulation, (i) promptly provide each Key Investor with copies of all written notices, filings or written communications to or from any Governmental Authority relating to any such governmental, statutory, regulatory or other approvals, licenses, waivers or exemptions (subject to redactions for sensitive or confidential information), (ii) keep each Key Investor reasonably informed of any written notice or other substantive communication received or given in connection with any proceeding regarding the transactions contemplated hereby or by the Merger Agreement, (iii) give each Investor the reasonable opportunity to review and comment on any documents, written communications and filings that include such Investor as a filing party before transmitting to any Governmental Authority, incorporate all reasonable comments or suggestions proposed by such Investor with respect to such portion that relates to it, and consider in good faith any other comments or suggestions proposed by such Investor, and (iv) participate in any substantive meeting or discussion, either in person or by telephone, with any Governmental Authority in connection with the transactions contemplated hereby or by the Merger Agreement, to the extent relating to an Investor, only with the consultation of such Investor in advance and, to the extent not prohibited by any Governmental Authority, and only if Parent and Merger Sub have given such Investor the opportunity to attend and participate in such meeting or discussion.

(b) Notwithstanding anything to the contrary set forth in Section 3.3(a), (i) no Key Investor shall, whether prior to or following the Closing, be required to cause any portfolio company, investment fund or other Affiliate of any Key Investor (other than Parent, Merger Sub and their direct or indirect Subsidiaries) or any director, officer, employee, general partner, limited partner, member, shareholder or manager of any of the foregoing to take any action, undertake any divestiture or restrict its conduct other than to provide responsive non-confidential information required to make any submission or application to a Governmental Authority (except as is necessary and customary under the circumstances) and to otherwise cooperate in connection with any such submission or application as is necessary and customary under the circumstances (which cooperation shall not include, without limitation, commencing or maintaining any legal action; selling or otherwise disposing of, or holding separate or agreeing to sell or otherwise dispose of, assets, categories of assets or businesses; terminating such Person or its Affiliate's existing relationships, contractual rights or obligations, or creating any relationship, contractual rights or obligations; effectuating any other change or restructuring of such Person or its Affiliates; or refraining from acquiring or agreeing to acquire or causing or preventing any of such Person's Affiliates from refraining from acquiring or agreeing to acquire any Person or portion thereof, or from acquiring or agreeing to acquire any assets) and (ii) any of the Investors may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other Investors under this Section 3.3 as "outside counsel only" and such materials and the information contained therein (1) shall be given only to the outside legal counsel of the recipient and will not be disclosed by such outside counsel to employees, officers or directors of the recipient unless express permission is obtained in advance from the source of the materials and (2) may be redacted (x) to remove references concerning valuation, (y) as necessary to comply with contractual obligations and (z) as necessary to address reasonable privilege concerns.

(c) Notwithstanding anything to the contrary set forth in Section 3.3(a), if (i) an Investor stands ready, willing and able to fulfill its Equity Commitment (a "Pending Investor") but Consent from any Governmental Authority or third party is necessary, proper or advisable for Parent to accept such Pending Investor's Equity Commitment (all such Consents, the "Required Consents"), (ii) the Closing Conditions have otherwise been satisfied (or are capable of being satisfied at the Closing) or waived (to the extent such waiver is permitted by this Agreement, the Merger Agreement and applicable Law), and the Closing is otherwise required to occur pursuant to Section 1.06 of the Merger Agreement, and (iii) Parent is able to satisfy its and Merger Sub's payment obligations under the Merger Agreement, including the payment of all related fees, costs and expenses arising from or incurred in connection with the negotiation, preparation or execution of the Merger Agreement or any other agreement or document expressly referred to therein or the consummation of the transactions contemplated thereby without such Pending Investor fulfilling its Equity Commitment, then the Founders, by mutual agreement and acting reasonably and in good faith, and subject to Key Investor Consent (with the majority in interest for such purposes measured without the Capital Commitment of any Pending Investor), shall have the right to cause Parent and Merger Sub to close the transactions contemplated by the Merger Agreement without such Pending Investor fulfilling its Equity Commitment. For so long as such Pending Investor complies with its agreements in this Section 3.3, then such Pending Investor shall not be considered a Failing Investor (unless such Pending Investor does not fulfill its Equity Commitment promptly upon receipt of all Required Consents).

Section 3.4 **Required Information**.

(a) Each Investor, on behalf of itself and its respective Affiliates, agrees to promptly provide to Parent and each other Investor, as applicable (consistent with the timing required by the Merger Agreement or applicable Law, as applicable), any information about such Investor (or its Affiliates) that Parent or the Company, as applicable, reasonably determines upon the advice of outside legal counsel is required to be included in (i) the Information Statement, (ii) the Schedule 13E-3, (iii) any Schedule 13D filing with the SEC made by Parent or any Investor, as applicable, or (iv) any other filing or notification with any Governmental Authority in connection with the Merger, this Agreement, the Merger Agreement, the Equity Commitment Letters, the Warrant Exchange Agreement, the Noteholder Conversion Agreement or any other agreement or arrangement to which it (or any of its Affiliates) is a party relating to the transactions contemplated thereby. Each Investor shall reasonably cooperate with Parent and the Company in connection with the preparation of the foregoing documents to the extent such documents relate to such Investor (or any of its Affiliates). Each Investor agrees to permit the Company to publish and disclose in the Information Statement (including all documents filed with or furnished to the U.S. Securities and Exchange Commissions (the "SEC") in accordance therewith), such Investor's and its respective Affiliates' identity and beneficial ownership of the shares of capital stock or other securities of the Company and the nature of such Investor's commitments, arrangements and understandings under this Agreement, the Equity Commitment Letters, the Warrant Exchange Agreement, the Noteholder Conversion Agreement or any other agreement or arrangement to which such Investor or any of its Affiliates is a party relating to the transactions contemplated thereby (including a copy thereof), to the extent required by applicable Law or the SEC (or its staff). To the extent practicable, Parent and each Investor, severally and not jointly, agree to provide Parent and each of the other Investors, as applicable, a reasonable opportunity to review and comment on any public filing contemplated by this Section 3.4(a).

(b) Each Investor hereby covenants that, solely with respect to any information supplied by such Investor, as applicable, in writing pursuant to this Section 3.4, none of such information contained or incorporated by reference in the Information Statement will at the time of the mailing of the Information Statement to the shareholders of the Company or at the time of any amendments thereof or supplements thereto, and none of such information supplied or to be supplied by such Investor, for inclusion or incorporation by reference in the Schedule 13E-3 to be filed with the SEC (which includes the Information Statement) will, at the time of such filing with the SEC, or at the time of filing with the SEC any amendments thereof or supplements thereto, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Each Investor agrees to join (and to cause its Affiliates to join, to the extent required by applicable Law or the SEC (or its staff)) as a filing party to any Schedule 13E-3 filing discussed in the preceding sentence.

Section 3.5 **Certain Representations and Warranties**.

(a) Each Investor, severally and not jointly, hereby represents and warrants to each of the other Investors and to Parent that:

(i) such Investor has not entered into, and will not enter into prior to the Closing, any formal or informal agreement, arrangement or understanding with any potential investor or group of investors, the Company, or any shareholder or securityholder of the Company (other than its Affiliates) with respect to the subject matter of this Agreement or the Merger Agreement (other than the agreements expressly contemplated by this Agreement, the Merger Agreement, the Permitted Syndication, the Equity Commitment Letters, the Warrant Exchange Agreement, and the Noteholder Conversion Agreement);

(ii) if such Investor is not an individual, it is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization, and is duly qualified to conduct business, and is in good standing, in each other jurisdiction where the ownership of its properties or the conduct of its business makes such qualification necessary;

(iii) such Investor is the sole record and lawful owner of the Rollover Shares or securities underlying the Rollover Shares;

(iv) none of the information supplied by such Investor specifically for inclusion or incorporation by reference in the Information Statement, Schedule 13E-3, or other filings contemplated by the Merger Agreement or otherwise required pursuant to applicable Law will cause a breach of the representations and warranties of Parent or Merger Sub set forth in the Merger Agreement;

(v) if such Investor is not an individual, it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement in accordance with the terms of this Agreement and if such Investor is an individual, he or she has full legal capacity, right, and authority to execute and deliver this Agreement and to perform his or her obligations hereunder and no spousal consent is required in connection with the execution, delivery and performance by such Investor of this Agreement;

(vi) the execution, delivery and performance of this Agreement has been duly authorized by all necessary action, does not contravene any provision of its partnership agreement, limited liability company agreement or other organizational documents (if the Investor is not an individual), and does not contravene any material Law, regulation, rule, decree, order, judgment or contractual restriction binding on such Investor or such Investor's assets;

(vii) all consents, approvals, authorizations, permits of, filings with and notifications to, any Governmental Authority necessary for the due execution, delivery and performance of this Agreement by such Investor, as applicable, have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Authority is required in connection with the execution, delivery or performance of this Agreement by such Investor, subject to the filings, consents, approvals and other actions contemplated by the Merger Agreement for the consummation of the transactions contemplated therein; and

(viii) this Agreement constitutes a legal, valid and binding obligation of such Investor enforceable against such Investor in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer and similar laws of general applicability relating to or affecting creditor's rights and to general equitable principles.

(b) Parent and Merger Sub, jointly and severally, hereby represent and warrant to each of the Investors that:

(i) the execution, delivery and performance of this Agreement has been duly authorized by all necessary action, does not contravene any provision of its partnership agreement, limited liability company agreement or other organizational documents, and does not contravene any material Law, regulation, rule, decree, order, judgment or contractual restriction binding on Parent or Merger Sub or Parent's or Merger Sub's assets;

(ii) all consents, approvals, authorizations, permits of, filings with and notifications to, any Governmental Authority necessary for the due execution, delivery and performance of this Agreement by Parent and Merger Sub, as applicable, have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Authority is required in connection with the execution, delivery or performance of this Agreement by Parent and Merger Sub, subject to the filings, consents, approvals and other actions contemplated by the Merger Agreement for the consummation of the transactions contemplated therein;

(iii) this Agreement constitutes a legal, valid and binding obligation of Parent or Merger Sub enforceable against Parent or Merger Sub in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer and similar laws of general applicability relating to or affecting creditor's rights and to general equitable principles;

(iv) the Rollover Shares will be duly authorized and validly issued, fully paid and nonassessable shares of Parent and will be free and clear from all Liens (other than restrictions under applicable federal and state securities Laws or as provided in the Shareholders' Agreements);

(v) Parent and Merger Sub have not violated any applicable federal or state securities Laws in connection with the offer, sale or issuance of any of its equity interests;

(vi) except for the Merger Agreement, the Equity Commitment Letters, the Warrant Exchange Agreement, the Noteholder Conversion Agreement, the Rollover Agreements, the Shareholders' Agreement, and the other Transaction Documents, there are, and as of the Closing there will be, no agreements between Parent or any equity holders or Affiliates of Parent with respect to the voting or transfer of equity interests of Parent or any other aspect of the affairs of Parent; and

(vii) Parent and Merger Sub are not aware of any fact or circumstance that could reasonably be expected to prevent the transactions contemplated by this Agreement from qualifying for the Intended Tax Treatment.

(c) No Investor or any of its Affiliates, Parent, Merger Sub or any of their respective officers, employees, agents or representatives makes or has made any express or implied representation or warranty in connection with the transactions contemplated hereby other than those expressly set forth in this Section 3.5, the Equity Commitment Letter, the Warrant Exchange Agreement, the Noteholder Conversion Agreement, the Merger Agreement, or any other Transaction Document to which it is a party, and no Investor nor any of its Affiliates, Parent, Merger Sub or any of their respective officers, employees, agents or representatives has relied on any express or implied representation or warranty in connection with the transactions contemplated hereby other than those expressly set forth in this Section 3.5, the Equity Commitment Letter, the Warrant Exchange Agreement, the Noteholder Conversion Agreement, the Merger Agreement, or any other Transaction Document to which it is a party.

Section 3.6 **Additional Covenants**.

(a) Each Investor agrees that such Investor will not take any action that could reasonably be expected to materially impede, delay or adversely affect the satisfaction of the condition to the Merger set forth in Section 6.01(b) (*No Restraints*) of the Merger Agreement.

(b) Each of the Founders agrees that he shall execute and deliver, or cause his Affiliates to execute and deliver, Stockholder Consents with respect to all of the Company Class A Shares and Company Class B Shares beneficially owned by him or them to Parent, which Stockholder Consents shall collectively constitute the Required Stockholder Approval, and Parent agrees that it shall deliver such Stockholder Consents to the Company in accordance with the Merger Agreement, in each case within twenty-four hours of the execution and delivery of the Merger Agreement.

Section 3.7 **Treatment of Notes and Warrants**.

(a) Each Investor who holds Company Warrants hereby agrees to take, and to cause its Affiliates who hold Company Warrants to take, and Parent and Merger Sub agree to take (and Parent agrees to cause the Surviving Company following the Closing to take), all actions reasonably necessary to ensure that the Company Warrants held by such Investors and Affiliates are contributed and exchanged in accordance with the terms, and subject to the conditions, of the Warrant Exchange Agreement and Section 2.2 of this Agreement.

(b) Each Investor who holds indebtedness in the form of 12.0% Senior Secured Convertible Notes due 2025 (the "Notes") hereby agrees to take, and to cause its Affiliates who hold Notes to take, and Parent and Merger Sub agree to take (and Parent agrees to cause the Surviving Company following the Closing to take), all actions reasonably necessary to ensure that the Notes held by such Investors and Affiliates are converted and cancelled in accordance with the terms, and subject to the conditions, of the Noteholder Conversion Agreement and Section 2.2 of this Agreement.

ARTICLE IV
CLOSING ARRANGEMENTS

Section 4.1 **Organizational Documents; Shareholders' Agreement.** Parent and each Investor agrees to (i) negotiate in good faith with the other Investors, and acknowledges and agrees that it is obligated to execute and deliver concurrently with the consummation of the Merger, one or more definitive agreements (the "Shareholders' Agreements") with respect to the matters set forth on Exhibit A attached hereto and (ii) amend the organizational and other relevant corporate documents of Parent as the Investors may determine is required to give effect to the matters set forth on Exhibit A (the "Organizational Agreements"). The Shareholders' Agreements and Organizational Agreements will be consistent with the terms and conditions set forth on Exhibit A and any inconsistent terms and conditions must be approved in writing by each of the Investors. Parent and each Investor will cooperate with one another to enter into, and will negotiate in good faith concerning the form and substance of, the Shareholders' Agreements and Organizational Agreements. The form and substance of the Shareholders' Agreements and Organizational Agreements shall be subject to Investor Consent. Each Investor shall promptly execute the Shareholders' Agreements and any required Organizational Agreements following notification of receipt of Investor Consent to the form and substance of the Shareholders' Agreements and Organizational Agreements, which notification will include the execution version of the Shareholders' Agreements and such required Organizational Agreements and will be given by the Founders promptly after receipt of such Investor Consent. In the event that such Investor Consent is not received prior to the Closing, it is understood and agreed that the Closing shall not be delayed and the terms set forth on Exhibit A hereto shall be binding upon all Parties and govern with respect to the matters set forth therein following the Closing until such time as the Investors enter into Shareholders' Agreements and Organizational Agreements; provided that in such case Parent and the Investors shall continue thereafter to negotiate in good faith until the definitive Shareholders' Agreements and Organizational Agreements have been agreed between them. Upon the execution and delivery of the Shareholders' Agreements and Organizational Agreements by Parent and any Investor, this Section 4.1 shall cease to have any force or effect with respect to Parent and such Investor.

ARTICLE V
MISCELLANEOUS

Section 5.1 **Amendment and Waiver.** Any provision of this Agreement may be amended or modified, and the provision hereof may be waived, only in a writing signed (a) in the case of any amendment, by each of the Parties and (b) in the case of a waiver, by the Party or Parties waiving rights hereunder. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing.

Section 5.2 **Severability**. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

Section 5.3 **Remedies**. The Parties agree that, except as provided herein, this Agreement will be enforceable by all Parties by all available remedies at Law or in equity (including, without limitation, specific performance, without bond or other security being required). In the event that an Investor is a Failing Investor, the Parties agree that any Funding Investor shall be entitled, in its discretion, to specific performance of the terms of this Agreement, whether before or after the Closing, together with any costs of enforcement incurred by such Funding Investor in seeking to enforce such remedy (without bond or other security being required).

Section 5.4 **No Recourse**. Notwithstanding any provision of this Agreement or otherwise, the Parties agree on their own behalf and on behalf of their respective Affiliates that this Agreement may only be enforced against, and any litigation for breach of this Agreement may only be made against, the Parties, and, with respect to each Party, none of such party's former, current or future equity holders, controlling Persons, directors, officers, employees, agents, representatives, Affiliates, members, managers, general or limited partners, attorneys or assignees (or any former, current or future equity holder, controlling Person, director, officer, employee, agent, representative, Affiliate, member, manager, general or limited partner, attorney or assignee of any of the foregoing) (each, a "Non-Recourse Party") that is not a party to this Agreement shall have any liability relating to this Agreement or any of the transactions contemplated herein (except under the Equity Commitment Letters to the extent provided therein) or in respect of any oral representations made or alleged to be made in connection herewith. None of the Parties shall have any rights of recovery in respect hereof against any Non-Recourse Party and no personal liability shall attach to any Non-Recourse Party through any Party, or otherwise, whether by or through attempted piercing of the corporate veil, by or through a litigation (whether in tort, contract or otherwise), by the enforcement of any judgment, fine or penalty or by virtue of any Law, or otherwise.

Section 5.5 **Governing Law; Jurisdiction**.

(a) This Agreement and any claim, cause of action or Action (whether in contract, tort or otherwise) that may directly or indirectly be based upon, relate to or arise out of this Agreement or the transactions contemplated hereby, or the negotiation, execution or performance of this Agreement, shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(b) Each Party (i) expressly submits to the personal jurisdiction and venue of the Court of Chancery of the State of Delaware or, if such court would not have subject matter jurisdiction over any such claim, cause of action or Action, the federal courts of the United States located in the State of Delaware (the "Designated Courts"), in the event any claim, cause of action or Action involving the Parties (whether in contract, tort or otherwise) based upon, relating to or arising out of this Agreement or the transactions contemplated hereby, (ii) expressly waives any claim of lack of personal jurisdiction or improper venue and any claims that the Designated Courts are an inconvenient forum with respect to such claim, cause of action or Action and (iii) agrees that it shall not bring any claim, cause of action or Action against any other Parties based upon, relating to or arising out of this Agreement or the transactions contemplated hereby in any court other than the Designated Courts. Each Party hereby irrevocably consents to the service of process with respect to the Designated Courts in any such claim, cause of action or Action by the mailing of copies thereof by registered or certified mail or by overnight courier service, postage prepaid, to its address set forth on the signature pages hereto.

Section 5.6 **Waiver of Jury Trial**. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, CAUSE OF ACTION OR ACTION DIRECTLY OR INDIRECTLY BASED UPON, RELATING TO OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 5.6.

Section 5.7 **Exercise of Rights and Remedies**. No failure to exercise, or delay of or omission in the exercise of, any right, power or remedy accruing to any Party as a result of any breach or default by any other Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later. No single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default nor shall any delay, omission or waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

Section 5.8 **Other Agreements; Assignment**. This Agreement, the Equity Commitment Letters, the Warrant Exchange Agreement, and the Noteholder Conversion Agreement, together with the exhibits and agreements referenced herein and therein, constitute the entire agreement, and supersede all prior agreements, understandings, negotiations and statements, both written and oral, among the Parties or any of their Affiliates with respect to the transactions contemplated hereby (other than the Merger Agreement and the other agreements expressly referred to herein or therein as being entered into in connection with the Merger Agreement). Other than as provided herein, this Agreement shall not be assigned by any Party without Investor Consent. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of each of the Parties and each of their respective successors and permitted assigns.

Section 5.9 **No Third-Party Beneficiaries**. This Agreement shall be binding on each Party solely for the benefit of each other Party and nothing set forth in this Agreement, express or implied, shall be construed to confer, directly or indirectly, upon or give to any Person other than the Parties any benefits, rights or remedies under or by reason of, or any rights to enforce or cause the Parties to enforce, any provisions of this Agreement, except the Non-Recourse Parties shall have the right to enforce their rights under Section 5.4.

Section 5.10 **Confidentiality**.

(a) Except as permitted under this Section 5.10, each Investor (the "Recipient") shall not disclose any Confidential Information (as defined below) obtained from or relating to a Party without the prior written consent of such Party; provided that the Recipient may disclose any Confidential Information to Persons in connection with a Permitted Syndication and to any of his, her or its Affiliates and any of their respective Representatives (as defined below) who need to know such Confidential Information in connection with advising such Recipient with respect to this Agreement, the Merger Agreement or the transactions contemplated hereby and thereby, in each case, provided that, prior to such disclosure, Recipient has directed such Affiliates and Representatives and they have agreed, to maintain the confidentiality of such Confidential Information as set out herein or are otherwise bound by applicable Law or rules of professional conduct to keep such information confidential. Each Recipient shall not and shall direct his, her or its Affiliates and their respective Representatives to whom Confidential Information is disclosed not to, use any Confidential Information for any purpose other than exclusively for the purposes of consummating the transactions contemplated by this Agreement, the Merger Agreement and the other Transaction Documents.

(b) In this Agreement, "Confidential Information" refers to all written, oral or other information obtained in confidence by a Recipient from any other Party in connection with this Agreement, the Merger Agreement, or the transactions contemplated hereby and thereby from and after the date hereof, unless such information (i) is already or becomes known to the Recipient prior to the disclosure thereof by the disclosing Party, (ii) is provided to the Recipient by a third party which is not known by such Recipient to be bound by a duty of confidentiality to the disclosing Party, (iii) is or becomes publicly available other than through a breach of this Agreement by such Recipient, or (iv) is developed independently by or for the Recipient without using any Confidential Information. In this Agreement, "Representative" of a Person refers to that Person's officers, directors, employees, accountants, counsel, financial advisors, consultants, other advisors, general partners, and limited partners.

(c) An Investor may make disclosures of Confidential Information (i) if required by applicable Laws or the rules and regulations of any securities exchange or governmental authority of competent jurisdiction over an Investor or (ii) in any proceeding arising from a dispute between or among the Investors alleging a breach of the terms of this Agreement. In the event that an Investor receives a request to disclose all or any part of the Confidential Information from a court or governmental or regulatory authority or agency or is obligated to disclose any portion of the Confidential Information as described in clause (i) of the preceding sentence, such Investor shall, to the extent permitted by law, (x) notify as promptly as possible each affected Investor of the existence, terms and circumstances surrounding such obligation; (y) consult with such affected Investor on the advisability of taking legally available steps to resist or defend against such obligation or to protect the confidentiality of such Confidential Information following such disclosure; and (z) if disclosure of such Confidential Information shall be required, furnish only that portion of the Confidential Information that such Investor is requested or legally compelled to disclose.

Section 5.11 **Public Disclosures**. No Investor shall issue any press release or otherwise make any public statement with respect to this Agreement, the Merger Agreement or the transactions contemplated hereby and thereby without Investor Consent unless such press release or public statement is required by Law, regulation or legal or regulatory process, or stock exchange rule. In the event that an Investor becomes obligated to issue a press release or otherwise make a public statement as described in the preceding sentence, it shall, to the extent permitted by law, (x) notify as promptly as possible each of the other Investors of the existence, terms and circumstances surrounding such obligation; (y) consult with the other Investors on the content of such press release or other public statement; and (z) include the name of any other Investors in such press release or other public statement only to the extent legally compelled to do so. Notwithstanding the foregoing, each Investor may make any beneficial ownership filings or other filings with the SEC, or amendments thereto, in respect of the Company and its securities that such Investor reasonably believes is required under applicable Law without Investor Consent, provided that each such Investor shall coordinate with the other Investors in good faith regarding the content and timing of such filings or amendments in connection with this Agreement, the Merger Agreement or the transactions contemplated hereby and thereby.

Section 5.12 **Counterparts**. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument. All counterparts shall be construed together and shall constitute one and the same instrument. A signature delivered by electronic mail in portable document format (.pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com) shall be deemed to be an original signature for all purposes under this Agreement.

Section 5.13 **Headings**. The descriptive headings used herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Section 5.14 **Termination**.

(a) Except as set forth in Section 5.14(b) and with respect to Section 3.2 (*Expenses*), Section 3.5 (*Certain Representations and Warranties*), Section 3.6 (*Additional Covenants*), and this Article V (*Miscellaneous*), this Agreement will terminate upon the earlier to occur of (i) the Closing and (ii) the termination of the Merger Agreement in accordance with its terms; provided, that any liability for any failure to comply with the terms of this Agreement prior to termination shall survive such termination.

(b) Notwithstanding anything to the contrary in Section 5.14(a), if this Agreement is terminated pursuant to clause (i) of Section 5.14(a), then the following provisions in this Agreement shall survive such termination: (i) if the Investors have been unable to finalize the Shareholders' Agreements or any Organizational Agreements prior to the Closing, then Section 4.1 (*Organizational Documents; Shareholders' Agreement*) shall survive such termination until such time as the Shareholders' Agreements and any Organizational Agreements are finalized and duly executed by each of the Investors and (ii) if there is a Failing Investor, then Sections 3.1(b), (c), and (d) (*Actions Under the Merger Agreement*(c)) shall survive such termination.

Section 5.15 **No Presumption Against Drafting Party**. Each of the Parties acknowledges that it has been represented by independent counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of Law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

Section 5.16 **No Partnership or Agency**. Except as expressly contemplated herein, nothing in this Agreement is intended to, and this Agreement shall not, create a partnership between the Parties. Accordingly, (a) the rights, obligations and duties of each Party in relation to the other Parties with respect to the subject matter of this Agreement shall be only those contractual rights, obligations and duties that are created by the express terms of this Agreement and shall not include any fiduciary or other implied rights, obligations or duties of any kind, (b) no Party shall be authorized to act on behalf of the other Parties except as otherwise expressly provided by the terms of this Agreement, and (c) no Party shall be obligated to any third party for the obligations or liabilities of any other Party.

Section 5.17 **Notices**. Any notices or correspondence received by Parent or Merger Sub under, in connection with, or related to this Agreement or the Merger Agreement shall be promptly provided to each Investor. All notices required to be given hereunder, including, without limitation, service of process, shall be sufficient if provided to the applicable Party in the manner provided for in Section 8.10 of the Merger Agreement at the address set forth (x) with respect to Parent or Merger Sub, below and (y) with respect to each Investor, on the signature page for such Investor or any other address designated by any Investor in writing to Parent and each Investor.

If to Parent or Merger Sub:

c/o Apogee Parent Inc.
1900 Skyhawk Street
Alameda, California 94501
Attention: Chris Kemp
Email: ********
Attention: Dr. Adam London
Email: ********

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

Pillsbury Winthrop Shaw Pittman LLP
31 W. 52nd Street
New York, New York 10019
Attention: Stephen B. Amdur
Email: ********
Attention: Lillian Kim
Email: ********

[*Signature pages follow*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed on its behalf by its officer or representative thereunto duly authorized) as of the date first above written.

PARENT

APOGEE PARENT INC.

By: /s/ Chris C. Kemp
Name: Chris C. Kemp
Title: Chief Executive Officer

MERGER SUB

APOGEE MERGER SUB INC.

By: /s/ Chris C. Kemp
Name: Chris C. Kemp
Title: Chief Executive Officer

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed on its behalf by its officer or representative thereunto duly authorized) as of the date first above written.

FOUNDER

CHRIS C. KEMP

By: /s/ Chris C. Kemp

Notice Information

Chris C. Kemp
c/o Astra Space, Inc.
1900 Skyhawk Street
Alameda, California 94501
Email: ********

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

Pillsbury Winthrop Shaw Pittman LLP
31 W. 52nd Street
New York, New York 10019
Attention: Stephen B. Amdur
Email: ********
Attention: Lillian Kim
Email: ********

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed on its behalf by its officer or representative thereunto duly authorized) as of the date first above written.

FOUNDER

ADAM P. LONDON

By: /s/ Adam P. London

Notice Information

Dr. Adam London
c/o Astra Space, Inc.
1900 Skyhawk Street
Alameda, California 94501
Email: ********

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

Pillsbury Winthrop Shaw Pittman LLP
31 W. 52nd Street
New York, New York 10019
Attention: Stephen B. Amdur
Email: ********
Attention: Lillian Kim
Email: ********

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed on its behalf by its officer or representative thereunto duly authorized) as of the date first above written.

KEY INVESTOR

JMCM HOLDINGS, LLC

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

MH ORBIT LLC

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

JW 16 LLC

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

Notice Information

c/o Pine Ridge Advisers LLC
450 Lexington Avenue, 38th Floor
New York, New York 10017
Attention: Harrison Geldermann and Baldo Fodera
E-mail: ********

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

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: Gabriel Saltarelli and Elizabeth Tabas Carson
E-mail: ********

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed on its behalf by its officer or representative thereunto duly authorized) as of the date first above written.

KEY INVESTOR

SHERPAVENTURES FUND II, LP

By: SherpaVentures Fund II GP, LLC, Its General Partner

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

Notice Information

500 Howard Street, Suite 201
San Francisco, California 94105
Attention: Brian Yee and Mike Derrick
E-mail: ********

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

Cooley LLP
Reston Town Center
11951 Freedom Drive, 14th Floor
Reston, Virginia 20190
Attention: Darren DeStefano and Jason Savich
E-mail: ********

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed on its behalf by its officer or representative thereunto duly authorized) as of the date first above written.

KEY INVESTOR

Eagle Creek Capital, LLC

By: /s/ Scott Stanford
Name: Scott Stanford
Title: Manager

Notice Information

Address: 505 Howard Street, Suite 201
San Francisco, California 94105

Attention: Scott Stanford
Email:

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

Address:

Attention:
Email:

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed on its behalf by its officer or representative thereunto duly authorized) as of the date first above written.

INVESTOR

CHRIS KEMP LIVING TRUST, DATED FEBRUARY 10, 2021

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

Notice Information

Chris C. Kemp
c/o Astra Space, Inc.
1900 Skyhawk Street
Alameda, California 94501
Email: ********

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

Pillsbury Winthrop Shaw Pittman LLP
31 W. 52nd Street
New York, New York 10019
Attention: Stephen B. Amdur
Email: ********
Attention: Lillian Kim
Email: ********

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed on its behalf by its officer or representative thereunto duly authorized) as of the date first above written.

INVESTOR

RBH VENTURES ASTRA SPV, LLC
By: RBH Ventures, Ltd., its Manager
By: Synchronicity Holdings, LLC, general partner of the Manager

By: /s/ Robert Bradley Hicks
Name: Robert Bradley Hicks
Title: Managing Member

Notice Information

c/o John Fallone; Doug Colvard
Fallone SV
509 W. North St.
Raleigh, North Carolina 27603
Email: ********

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed on its behalf by its officer or representative thereunto duly authorized) as of the date first above written.

INVESTOR

ASTERA INSTITUTE

By: /s/ Jed McCaleb
Name: Jed McCaleb
Title: Director

Notice Information

Astera Institute
Attn: Jed McCaleb
2625 Alcatraz #201
Berkeley, CA 94705

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

Acceleron Law Group LLP
2033 Gateway Place, Suite 500
San Jose, CA 95110
Attention: Colby Gartin; Joey Tran
Email: ******

EXHIBIT A

Term Sheet

Omitted per Item 601(a)(5) of Regulation S-K.

SCHEDULE A

Equity Commitment Letters

Omitted per Item 601(a)(5) of Regulation S-K.

SCHEDULE B

Warrant Exchange Agreement

Omitted per Item 601(a)(5) of Regulation S-K.

SCHEDULE C

Noteholder Conversion Agreement

Omitted per Item 601(a)(5) of Regulation S-K.

Exhibit 17

LIMITED WAIVER AND CONSENT TO SENIOR SECURED CONVERTIBLE NOTES AND COMMON STOCK PURCHASE WARRANT AND REAFFIRMATION OF TRANSACTION DOCUMENTS

This **LIMITED WAIVER AND CONSENT TO SENIOR SECURED CONVERTIBLE NOTES AND COMMON STOCK PURCHASE WARRANT AND REAFFIRMATION OF TRANSACTION DOCUMENTS** (this "**Agreement**"), dated as of March 7, 2024 (the "**Effective Date**"), is entered into by and among ASTRA SPACE, INC., a Delaware corporation ("**Astra**"), each of the Subsidiaries of Astra (together with Astra, collectively, the "**Note Parties**"), and each of the Holders (together with their successors and assigns, each individually, a "**Holder**" and collectively, the "**Holders**"). Capitalized terms used, but not otherwise defined, in this Agreement have the meanings ascribed thereto in the Notes, the Warrants or the Purchase Agreement, as applicable (each as defined below).

RECITALS:

A. The Note Parties and the Holders have previously entered into that certain Securities Purchase Agreement dated as of August 4, 2023 (as amended by, *inter alia*, that certain Reaffirmation Agreement and Omnibus Amendment Agreement (the "**Reaffirmation Agreement**") dated as of November 6, 2023, that certain Omnibus Amendment No. 3 Agreement ("**Amendment No. 3**") on November 21, 2023, that certain Amendment to Securities Purchase Agreement dated as of January 19, 2024 that certain Amendment to Senior Secured Convertible Notes, dated as of January 31, 2024, and that certain Second Amendment to Securities Purchase Agreement and Second Amendment to Senior Secured Convertible Notes (the "**Second Amendment**") dated February 26, 2024, the "**Purchase Agreement**").

B. Pursuant to the Purchase Agreement, Astra has issued to the Holders those certain senior secured convertible notes due 2025 dated as of various dates between November 21, 2023 and the Effective Date (as amended by that certain Amendment to Senior Secured Convertible Notes, dated as of January 31, 2024 and the Second Amendment, each individually, a "**Note**" and collectively, the "**Notes**").

C. Pursuant to the Purchase Agreement, Astra has issued to the Holders those certain common stock purchase warrants having various initial exercise dates between November 6, 2023 and the Effective Date (each individually, a "**Warrant**" and collectively, the "**Warrants**").

D. The Note Parties and the Collateral Agent previously entered into that certain Security Agreement dated as of August 4, 2023 (amended pursuant to the Reaffirmation Agreement, Amendment No. 3 and that certain First Amendment to Security Agreement and Intellectual Property Security Agreement, dated as of January 19, 2024, the "**Security Agreement**").

E. Astra has advised the Holders that it intends to enter into that certain Agreement and Plan of Merger (substantially in the form attached as Exhibit A hereto, the "**Merger Agreement**"), dated as of the date hereof, with Apogee Parent Inc., a Delaware corporation ("**Parent**"), and Apogee Merger Sub Inc., a Delaware corporation and wholly-owned subsidiary of Parent ("**Merger Sub**"), pursuant to which, among other things, at the Closing (as defined therein), Merger Sub will be merged with and into Astra (the "**Merger**"), with Astra being the surviving entity of such Merger and a wholly-owned direct subsidiary of Parent.

F. The Note Parties have requested that each of the Holders (1) consent to (i) the execution of the Merger Agreement in the form attached as Exhibit A, (ii) the consummation of the Merger in accordance with the terms of the Merger Agreement on the date hereof, and (iii) the amendment to the limited liability company agreements of certain of the Company's subsidiaries in the forms attached as Exhibit C hereto; (2) agree that the filing with the Securities and Exchange Commission by one or more of the Holders together with one or more other Persons (each, a "**Beneficial Ownership Filing**") indicating that a "group" (within the meaning of Section 13(d)(3) of the Exchange Act) has been formed which is the direct or indirect "beneficial owner" of shares of more than fifty percent (50%) of the Company's then-outstanding common equity in connection with the Merger does not trigger a Fundamental Change or Fundamental Transaction under the Notes and Warrants; and (3) agree to (i) designate Astra Space Operations LLC's bank account identified on Schedule 1.0 (the "**Specified Account**") as an Excluded Account (as defined in the Security Agreement), and (ii) permit the Company to fund an aggregate principal amount into the Specified Account of up to $3,500,000 on the date hereof to be used exclusively for the purposes set forth on Schedule 1.0 ("**Permitted Purposes**") as the Special Committee may direct the Company. The transactions described in clauses (1)-(3), the "**Specified Transactions**."

G. The Holders have (1) agreed to consent to the Specified Transactions on the terms and subject to the conditions set forth below; (2) hereby direct the Collateral Agent to execute an acknowledgement that the Specified Account is an Excluded Account and neither the Specified Account nor any funds credited therein are subject to any Lien in favor of it and (3) have agreed to waive any Event of Default that would have arisen pursuant to (i) Section 10(A)(vi) of any of the Notes for failure to timely comply with Section 4(n) of the Purchase Agreement, (ii) Section 10(A)(xx) of the Notes as a result of the occurrence of a Specified Fundamental Change on account of the matters described in clauses (F)(1)(i) and F(1)(ii) above and (iii) Section 10(A)(iv) of any of the Notes for failure to timely deliver a Fundamental Change Notice (collectively, the "**Specified Defaults**", and each, a "**Specified Default**").

1. Consent to the Specified Transactions. In connection with the foregoing request and subject to the satisfaction of the conditions precedent to this consent set forth in Section 2 below, each of the Holders hereby:

(i) consents under the Transaction Documents and the Warrants to the following (the "**Consented Activities**"):

(w) Astra's execution of the Merger Agreement;

(x) the consummation of Specified Transaction described in clause F(1)(ii) above; provided that the conditions precedent to the consummation of such Specified Transaction set forth in Exhibit B are satisfied);

(y) the Specified Account shall remain as an Excluded Account to be used for the Permitted Purposes not subject to any Collateral Agent's lien on the Specified Account and the monies credited thereto; provided that (A) other than (i) the initial deposit of $3,500,000; (ii) prior to the Required Transfer Date (as defined below), the amounts deposited in the Specified Account pursuant to automatic withdrawal arrangements solely for employee wage and benefit payments in the ordinary course of business consistent with past practice to the providers identified on Schedule 1.1 (the "**Ongoing Specified Funds**" and such payments, the "**Benefits Payments**" and such providers, the "**Benefits Providers**"), and (iii) there shall be no other additional amounts deposited into the Specified Account without the consent of the Required Holders (other than the Ongoing Specified Funds and, as the context may require, such funds deposited in the Specified Account by Apogee Parent Inc. with the consent of the Required Holders to cure a Cash Shortfall (as defined in the Merger Agreement) in accordance with the terms of Section 7.01(d)(v) of the Merger Agreement (any such funds, the "**Parent Cure Funds**") and once used by the Note Parties, unless such amounts are Ongoing Specified Funds for Benefits Payments, the amount permitted to be held in the Specified Account that is not subject to the Collateral Agent's Lien shall be reduced dollar for dollar (the sum of $3,500,000 less funds previously used, plus the amount of any Parent Cure Funds not yet applied for Permitted Uses, shall be referred to as the "**Maximum Excluded Balance**"); (B) the funds in the Specified Account shall be used only for Permitted Purposes; (C) any funds on deposit in the Specified Account in excess of the Maximum Excluded Balance (other than the amount of Ongoing Specified Funds on deposit therein necessary for the Benefits Payments to the Benefits Providers and any Parent Cure Funds) shall be Collateral and shall be transferred therefrom and deposited promptly (and in no case later than the second (2nd) business day) into an account subject to the control (as defined in the UCC) of the Collateral Agent and (D) the Note Parties shall as promptly as reasonably practicable following the Effective Date, and in any case not to exceed thirty (30) days (which time period may be extended by the Holders in their sole discretion, such date, the "**Required Transfer Date**") notify the Benefits Providers of the new designated accounts and suspend the automatic withdrawal arrangements applicable to the Benefit Payments being made from the Specified Account and thereafter, not deposit any Ongoing Specified Funds therein; and

(z) the amendment of the limited liability company agreements of each of the Subsidiaries of the Company in the forms attached as Exhibit C hereto; and

(ii) deems that, except as set forth on Exhibit B, all notice requirements with respect to the Specified Transactions under the Transaction Documents and the Warrants, if any, are satisfied and that the Beneficial Ownership Filings described in clause (F)(3) above filed in connection with the consummation of the Merger shall not trigger a Fundamental Change or Fundamental Transaction under the Transaction Documents or the Warrants unless and until the Merger Agreement shall have been terminated in accordance with its terms.

The consent set forth in the sentence immediately preceding (the "**Limited Consent**") shall be limited precisely as written. No Default or Event of Default shall arise under the Note Documents or the Warrants as a result of the consummation of the Specified Transactions and the Consented Activities described immediately above. It is understood that this Limited Consent with respect to the Specified Defaults and the Specified Transactions in the manner set forth above shall not operate as a consent for any other purpose or a waiver of any other Default or Event of Default which may now exist or be hereafter arising, shall not constitute a continuing waiver of any provision of the Purchase Agreement, the Notes, Warrants any other Transaction Document, or otherwise impair any right, power or remedy of Collateral Agent or any Holder under the Purchase Agreements, the Notes, the Warrants or any other Transaction Document with respect to any other Defaults or Events of Default (all of which are expressly reserved). It shall be expressly understood that if the Merger Agreement is terminated prior to the consummation of the Merger contemplated thereby or if another Fundamental Change or Fundamental Transaction occurs prior to the consummation of the Merger, (i) the Holders of the Notes shall have the right to require the Company to repurchase such Notes for a cash purchase price equal to the Fundamental Change Repurchase Price and (ii) the holders of Warrants may accept Equity Interest of the Parent in exchange for the Warrants if such holder so elects to do so in its sole discretion.

The Holders further authorize and direct the Collateral Agent to execute the acknowledgement attached hereto as Exhibit D. It is understood and agreed that the Collateral Agent shall have no obligation to ascertain or confirm that any funds in the Specified Account are used for Permitted Purposes or otherwise in compliance with the Transaction Documents or the terms herein.

2. Conditions Precedent. The consents set forth in Section 1 shall only become effective, as of the date hereof, upon satisfaction of the following conditions:

(a) The Holders shall have received each of the following in form and substance satisfactory to the Holders:

(i) a copy of this Agreement duly executed and acknowledged by each of each of the Note Parties and each Holder; and

(ii) copies of the execution versions of the Merger Agreement and of each of the other agreements to be entered into by a Note Party in connection with the Specified Transactions (other than any Beneficial Ownership Filing)

(b) The Note Parties shall have paid, caused to be paid, or made arrangements satisfactory to the Collateral Agent and the Holders to pay, all fees, costs and expenses then due and payable pursuant to the Notes, Warrants and other Transaction Documents (including, without limitation, the Lawyers' Fees described in Section 9 below).

3. Representations and Warranties. Each of the Note Parties (a) 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 Warrants 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; and (iii) confirms that its Obligations under the Notes, the Purchase Agreement, the Warrants and the other Transaction Documents immediately after giving effect to this Agreement constitute Obligations and that such Obligations shall continue to be entitled to the benefits of the grant of collateral security set forth in the Transaction Documents.

4. 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 Collateral 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 Collateral 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 each of this Agreement is, and shall be deemed to constitute, a "Transaction Document" for all purposes of the Purchase Agreement, the Notes and the other Transaction Documents. Each reference in the Purchase Agreement, the Notes, the Warrants and in each of the other Transaction Documents to: (i) "this Agreement" or the "Transaction Documents" or words of like import shall mean and be references to the Notes, the Warrants, the Purchase Agreement and to the other Transaction Documents, as applicable, as amended by this Agreement; (ii) "the Notes" and other words of like import shall mean and be references to the Notes as amended by this Agreement; (iii) "the Warrants" and other words of like import shall mean and be references to the Warrants as amended by this Agreement; and (iv) the "Obligations" and other words of like import shall mean and be references to the Obligations of the Note Parties under the Notes, Warrants, the Guaranty Agreement and other Transaction Documents as amended, restated, amended and restated, supplemented or otherwise modified by this Agreement.

5. No Novation. It is the intent of the parties hereto that, except as expressly provided herein, the amendment and waiver of certain terms of the Notes, the Warrants, the Purchase Agreement and the other Transaction Documents, as applicable, 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 Transaction Documents and all such rights, obligations and liabilities evidenced thereby shall continue and remain outstanding and in full force and effect.

6. 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 Collateral 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 the Collateral 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 Transaction 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.

7. 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 Holder or the Collateral Agent, in any case, arising from any action or failure of any Holder, the Collateral Agent or any other Released Party to act under the this Agreement, the Purchase Agreement, any 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, Collateral Agent or any other Released Party under this Agreement, the Purchase 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 Collateral 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, the Purchase 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.

8. 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 Collateral Agent incurred in connection with this Agreement and in connection with the preparation, execution and delivery, administration, interpretation and enforcement of this Agreement and the Transaction Documents. Notwithstanding anything contained in this Agreement, the Notes, the Warrants or other Transaction Documents to the contrary, neither the Collateral Agent nor any Holder has assumed, nor shall it be deemed to have assumed, any obligation or duty or any other relationship as the Collateral 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, neither the Collateral Agent nor any Holder has any obligation to negotiate with any Holder or Collateral Agent or any other person or entity concerning anything contained in this Agreement. Each Note Party agrees that 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. 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; and (d) none of the Holders, Collateral Agent or any other Released Party 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 herein or therein.

9. Fees and Expenses.

(a) The Note Parties have agreed to pay all fees, charges, expenses and disbursements of the Collateral Agent and the Holders in connection with the preparation, execution and delivery of this Agreement substantially concurrently with the execution of this Amendment (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 Collateral Agent (collectively, the "**Lawyers' Fees**"), plus, where applicable, such additional amounts of Lawyers' Fees as shall constitute Collateral Agent's or a Holder's reasonable estimate of such Lawyers' Fees incurred in connection therewith (provided that such estimate through the Effective Date and immediate post-closing work shall not thereafter preclude a final settling of accounts as among the Note Parties, the Collateral Agent, the Holders and/or any such other Persons, as applicable).

(b) Unless otherwise provided in this Agreement or in a separate writing by the Collateral Agent or, as applicable, the Holders, all fees described above shall be fully earned on the date of this Agreement and shall be non-refundable for any reason whatsoever and shall be in addition to any other fees, costs, and expenses payable pursuant to the Purchase Agreement, Notes, Warrants or other Transaction Documents.

10. Remaining Provisions Unaffected. Except as specifically amended in this Agreement, the terms and conditions of the Notes, the Warrants, the Purchase Agreement and the other Transaction Documents shall remain in full force and effect. Notwithstanding anything to the contrary herein, the Company agrees that from the Effective Date and through the Closing, the Company will not sell any Notes or Warrants under the Purchase Agreement to a Person who is not a party to this Agreement without ensuring that such Person agrees in writing to the waivers and other Consented Activities set forth in this Agreement.

11. Incorporation of Terms. The provisions of Sections 13, 14, 16, 17, 18 (provided that the interpretation of Material Adverse Effect (as defined in the Merger Agreement as in effect on the date hereof) and whether or not a Material Adverse Effect (as defined in the Merger Agreement as in effect on the date hereof) (or any event, change or effect that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect (as defined in the Merger Agreement as in effect on the date hereof)) exists or has occurred will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware), 19, and 21 of the Notes shall apply with respect to this Amendment and are incorporated herein *mutatis mutandis*.

12. Beneficiary. The parties hereto acknowledge and agree that the Collateral Agent shall be an express beneficiary of this Agreement for all purposes.

13. Acknowledgment of Note Balances. By the execution and delivery of this Agreement each Note Party acknowledges and agrees that, as of the date of this Agreement immediately after giving effect to this Agreement:

(a) the aggregate Principal Amount of the Note held by JMCM Holdings LLC is $9,917,870.25 as of the date hereof and the aggregate amount of accrued and uncapitalized interest thereon to and including the date hereof is $122,320.40;

(b) the aggregate Principal Amount of the Note held by SherpaVentures Fund II, LP is $5,247,131.01 as of the date hereof and the aggregate amount of accrued and uncapitalized interest thereon to and including the date hereof is $64,714.62;

(c) the aggregate Principal Amount of the Notes held by Chris C. Kemp, Trustee of the Chris Kemp Living Trust, dated February 10, 2021, is $2,196,666.67 as of the date hereof and the aggregate amount of accrued and uncapitalized interest thereon to and including the date hereof is $25,842.22;

(d) the aggregate Principal Amount of the Notes held by Adam P. London is $1,173,333.33 as of the date hereof and the aggregate amount of accrued and uncapitalized interest thereon to and including the date hereof is $13,221.11;

(e) the aggregate Principal Amount of the Note held by MH Orbit LLC is $4,016,000.00 as of the date hereof and the aggregate amount of accrued and uncapitalized interest thereon to and including the date hereof is $49,530.67;

(f) the aggregate Principal Amount of the Note held by RBH Ventures Astra SPV, LLC is $2,008,000.00 as of the date hereof and the aggregate amount of accrued and uncapitalized interest thereon to and including the date hereof is $24,765.33; and

(g) the aggregate Principal Amount of the Note held by Astera Institute is $5,000,000.00 as of the date hereof and the aggregate amount of accrued and uncapitalized interest thereon to and including the date hereof is $3,333.33.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each Holder and each Note Party have caused their respective signature page to this Agreement to be duly executed 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

{Signature Page to Limited Consent}

HOLDERS:

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

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

JMCM HOLDINGS LLC

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

ADAM P. LONDON

By: /s/ Adam P. London

CHRIS C. KEMP, TRUSTEE OF THE CHRIS KEMP LIVING TRUST, DATED FEBRUARY 10, 2021

By: /s/ Chris Kemp
Name: Chris Kemp
Title: Trustee

MH ORBIT, LLC

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

RBH VENTURES ASTRA SPV, LLC
By: **RBH Ventures, Ltd.**, its Manager
By: **Synchronicity Holdings, LLC**, general partner of the Manager

By: /s/ Robert Bradley Hicks
Name: Robert Bradley Hicks
Title: Managing Member

ASTERA INSTITUTE

By: /s/ Jed McCaleb
Name: Jed McCaleb
Title: Director

{Signature Page to Limited Consent}