
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
(Title of Class of Securities)

04634X202
(CUSIP Number)

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

November 8, 2023
(Date of Event Which Requires Filing of this Statement)

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

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

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

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

1	NAME OF REPORTING PERSONS Adam London	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,938,611
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 1,938,611
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,938,611	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> *	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.4%	
14	TYPE OF REPORTING PERSON IN	

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

This Amendment No. 3 to Schedule 13D (this “Amendment”) amends and supplements the previously filed statement on Schedule 13D filed by Adam London with the Securities and Exchange Commission (the “Commission”) on July 12, 2021 (as amended and supplemented to date the “Schedule 13D”), which initially related to Class B common stock, par value \$0.0001 per share (the “Class B Common Stock”), of Astra Space, Inc. (the “Issuer”). The Schedule 13D is hereby amended and supplemented to include the information set forth herein. Capitalized terms not defined herein have the meanings given to such terms in the Schedule 13D. Except as set forth herein, the Schedule 13D is unmodified and remains in full force and effect.

Item 3. Source and Amount of Funds or Other Consideration

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

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

Securities owned by the Reporting Person as of this date were acquired in connection with his co-founding of Legacy Astra, through open market purchases using personal funds, through the exercise of stock options, or in exchange for services rendered to the Issuer by the Reporting Person. If the Reporting Person acquires additional shares of the Issuer, whether pursuant to the Proposal or the Proposed Financing (as each term is defined below) or otherwise, the Reporting Person may use personal funds, borrowed funds, or any other form of valid consideration to fund such purchase.

Item 4. Purpose of Transaction

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

Business Combination

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

As a result of the Business Combination, the Reporting Person received 29,143,555 shares of Class B Common Stock. Subsequent to the Business Combination, the Reporting Person gifted 700,000 shares of Class B Common Stock. Each share of Class B Common Stock is convertible into one (1) fully paid and nonassessable share of Class A Common Stock of the Issuer at the election of the holder or upon the occurrence of certain events. Each share of Class B Common Stock has 10 votes per share, whereas shares of Class A Common Stock have one vote per share.

Reverse Stock Split

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

As a result of the Reverse Stock Split, (i) 28,443,555 shares of Class B Common Stock held by the Reporting Person were converted into 1,896,237 shares of Class B Common Stock, (ii) 488,055 options that would have been exercisable for Class A Common Stock within 60 days at a prices ranging from \$5.21 to \$9.04 per share were converted into 32,537 options that are exercisable for Class A Common Stock within the next 60 days at prices ranging from \$78.15 to \$135.60 per share (iii) 120,435 shares of Class A Common Stock previously awarded to the Reporting Person as restricted stock units (“RSUs”) were converted into 8,029 shares of Class A Common Stock and (iv) 27,120 shares of Class A Common Stock underlying RSUs that may vest within the next 60 days were converted into 1,808 shares of Class A Common Stock.

Non-binding Term Sheet

On October 19, 2023, the Issuer executed a non-binding term sheet (the “Term Sheet”) with a prospective investor unaffiliated with the Reporting Person (the “Proposed Lead Investor”) for the potential issuance of senior secured convertible notes (the “Notes”) in a potential principal amount of up to \$25 million (the “Proposed Financing”). The Term Sheet contemplates that a number of investors, to be identified by the Proposed Lead Investor at a future uncertain date, would participate in an initial closing of the Proposed Financing in aggregate principal amount of at least \$15 million, and that additional potential investors, to be identified by the Proposed Lead Investor and the Issuer (collectively with the Proposed Lead Investor and the Reporting Person, the “Potential Investors”), would further participate in the Proposed Financing for additional principal amounts to be determined. Any additional Notes would be issued within 90 days from the initial closing.

The Reporting Person has expressed an interest in investing up to \$1 million in the initial closing of the Proposed Financing on the terms outlined in the Term Sheet. However, there can be no assurance that the Reporting Person or any of the other Potential Investors will ultimately determine to participate in the Proposed Financing

The Term Sheet contemplates that the Notes will be guaranteed by all existing and future subsidiaries of the Issuer (the “Guarantors”), including Astra Space Operations, LLC and Astra Spacecraft Engines, Inc. (“ASE”), and the obligations will be secured by a first lien senior security interests in all of the assets of the Issuer and each Guarantor.

Under the proposed terms of the Notes, the Notes will mature on the date that is two years from the date of closing (the “Maturity Date”).

In the case of a sale of all or substantially all of ASE or a change of control of the Issuer, each Potential Investor, in its sole discretion, will have the option to either (A) declare its Note payable in an amount equal to the greater of (x) the note balance and (y) the applicable Minimum Return, or (B) convert the Note into shares of Class A Common Stock at the Conversion Price (as defined below).

Under the terms of the Proposed Financing, the Potential Investors will be entitled to a minimum return on the principal amount invested (the “Minimum Return”) at any repayment event, including upon acceleration of obligations in an event of default. The Minimum Return will range from 1.25x to 1.75x of the principal amount of the Notes, depending on the timing of the repayment event.

Under the proposed terms of the Notes, at any time that the Notes are outstanding, the Potential Investors will, at their sole discretion, have the option to elect to convert the principal and interest owing under the Notes into shares of Class A Common Stock of the Issuer at a conversion price equal to the lower of (i) the closing trading price of the Class A Common Stock on the date immediately preceding the signing of a definitive agreement for the Proposed Financing; or (ii) the average closing price of the Class A Common Stock for the five trading days immediately preceding the signing of the definitive agreement for the Proposed Financing (the “Conversion Price”).

Under the proposed terms, interest shall accrue on all outstanding principal amounts at a rate of 12% per annum, payable in kind, subject to increase to 15% per annum at any time that there is an event of default.

The Notes will include customary affirmative and negative covenants and events of default.

In addition, the proposed terms of the Proposed Financing contemplate that the Issuer will issue warrants to the Potential Investors to purchase a number of shares of Class A Common Stock equal to 35% of the number of shares issuable upon conversion of the principal amount of the Notes at the Conversion Price. The exercise price of the warrants shall be equal to Conversion Price, and the warrants will be exercisable for a period of 5 years from the closing. The Potential Investors will pay \$0.125 per warrant share.

The Term Sheet contemplates that the Potential Investors will have customary registration rights with respect to the shares of Class A Common Stock issuable upon conversion of the Notes and exercise of the warrants.

Each Potential Investor will have the right to participate in any future offering by the Issuer of its equity securities (or any securities convertible into or exercisable for its equity securities), subject to certain exceptions, up to the amount of the securities offered in such offering that is equal to the Potential Investor’s then pro rata ownership interest in the Issuer on a fully diluted basis.

The foregoing summary of the Term Sheet does not purport to be a complete summary of the terms of the Proposed Financing and there is no guarantee that the Proposed Financing will occur on these terms or at all. Funding contemplated by the Term Sheet is conditioned upon an agreement among the Issuer, the senior secured lender and the Potential Investors. The Proposed Lead Investor and the Issuer are expected to negotiate definitive documentation with respect to the Proposed Financing on substantially the terms described above. Additionally, the Reporting Person retains the right to change their investment intent and may elect not to participate in the Proposed Financing on the terms described herein or at all, even if the Issuer and the Proposed Lead Investor are able to negotiate definitive documentation.

In addition, the Reporting Person remains supportive of the Issuer's ongoing capital and business needs and may engage in other strategic initiatives (which may include, without limitation, the Proposed Financing) that are in the best long-term interests of the Issuer and its stakeholders.

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

Non-binding Proposal

On November 8, 2023, the Reporting Person, together with Chris Kemp, Chief Executive Officer of the Issuer (Mr. Kemp is referred to herein as the "Supporting Stockholder") submitted a non-binding proposal to an independent committee (the "Special Committee") of the Board of Directors of the Issuer (the "Issuer's Board") to offer to acquire all of the outstanding equity of the Issuer at a price of \$1.50 per share, payable in cash (the "Proposal"). This price represents a premium of approximately 103% to the closing price of the Issuer's common stock on November 8, 2023. The Reporting Person and Supporting Stockholder collectively own 3,859,864 shares of Class A Common Stock on an as-converted basis (including 98,058 stock options and 5,423 RSUs exercisable or convertible to Class A Common Stock within 60 days), which represented approximately 17.1% of the outstanding Class A Common Stock, based on information provided by the Issuer on October 19, 2023.

The Proposal is non-binding and is contingent on final approval of the transaction by the Special Committee of the Issuer's Board, satisfactory conclusion of due diligence, entering into a mutually acceptable definitive transaction agreement, and the receipt of a waiver of section 203 of the Delaware General Corporation Law.

The foregoing description of the Proposal is not intended to be complete and is qualified in its entirety by reference to the Proposal, a copy of which is attached hereto as Exhibit 99.3.

General

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

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

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

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

Item 5. Interest in Securities of the Issuer

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

(a) As of the date that this Amendment is filed, the Reporting Person directly holds 8,029 shares of Class A Common Stock and derivative securities (the "Derivative Securities") which give the Reporting Person the right to acquire 1,930,582 shares of Class A Common Stock within 60 days of the date this Amendment is filed. The Derivative Securities are comprised of (i) 1,896,237 shares of Class B Common Stock, (ii) 32,537 options that are exercisable or will be exercisable for Class A Common Stock within the next 60 days and (iii) 1,808 shares of Class A Common Stock underlying RSUs that may vest within the next 60 days.

The shares of Class A Common Stock held directly by the Reporting Person, together with the Derivative Securities, represent 9.4% of the outstanding Class A Common Stock based on the number of shares of Class A Common Stock underlying the Derivative Securities and assuming a total of 18,790,771 shares of Class A Common Stock outstanding, based on information provided to the Reporting Person by the Issuer on October 19, 2023.

The information relating to the beneficial ownership of the Class A Common Stock by the Reporting Person set forth in Rows 7 through 13 on the cover page hereto is incorporated by reference herein and is as of the date hereof. Such information is based on the number of shares of Class A Common Stock underlying the Derivative Securities and assuming a total of 18,790,771 shares of Class A Common Stock outstanding, based on information provided to the Reporting Person by the Issuer on October 19, 2023.

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

As of the date that this Amendment is filed, Mr. Kemp holds (i) 45,741 shares of Class A Common Stock (including 2,200 shares of Class A Common Stock held by Mr. Kemp's spouse), (ii) 1,806,376 shares of Class B Common Stock, (iii) 65,521 options that are exercisable or will be exercisable for Class A Common Stock within the next 60 days and (iv) 3,615 shares of Class A Common Stock underlying RSUs that may vest within the next 60 days (the "Kemp Derivative Securities") which give Mr. Kemp the right to acquire 1,875,512 shares of Class A Common Stock within 60 days of the date this Amendment.

If the Reporting Person, together with the Supporting Stockholder, were considered a group, then the shares of Class A Common Stock held directly by the Reporting Person and the Supporting Stockholder, together with the Derivative Securities and the Kemp Derivative Securities, represent 17.1% of the outstanding Class A Common Stock based on the number of shares of Class A Common Stock underlying the Derivative Securities and Kemp Derivative Securities and assuming a total of 18,790,771 shares of Class A Common Stock outstanding, based on information provided to the Reporting Person by the Issuer on October 19, 2023.

(b) The Reporting Person has sole voting and dispositive power over the 8,029 shares of Class A Common Stock directly held by the Reporting Person and the 1,930,582 shares of Class A Common Stock underlying the Derivative Securities.

Mr. Kemp has sole voting and dispositive power over 43,541 shares of Class A Common Stock directly held by Mr. Kemp and the 1,875,512 shares of Class A Common Stock underlying the Kemp Derivative Securities. Mr. Kemp has shared voting and dispositive power over 2,200 shares of Class A Common Stock held by Mr. Kemp's spouse.

(c) Described above under Item 4 of this Amendment and incorporated herein by reference. Except as described in Item 4 of this Amendment, the Reporting Person has not effected any transactions in Class A Common Stock in the past 60 days.

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

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

Item 7. Material to be Filed as Exhibits.

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

Exhibit Number	Description
99.3	Letter to the Special Committee of the Board of Directors of Astra Space, Inc., dated November 8, 2023.

SIGNATURE

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

Date: November 8, 2023

/s/ Adam London

Name: Adam London

November 8, 2023

Strictly Private and Confidential

VIA ELECTRONIC MAIL

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

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

As requested by the Special Committee, we are pleased to submit this preliminary and non-binding indication of interest concerning the potential acquisition (the “Proposal”) of 100% of the outstanding share capital of Astra Space, Inc. (“Astra” or the “Company”) led by Chris Kemp (“Kemp”) and Dr. Adam London (“London”) (together, “we”) not already owned directly or indirectly by Kemp and London.

We have assembled a team of external advisors and we are ready to initiate customary confirmatory due diligence with the aim to finalize the transaction documents as rapidly as possible following acceptance of this Proposal by a fully empowered special committee (“Special Committee”) comprised of independent and disinterested directors appointed by Astra’s Board of Directors.

We believe that Astra’s strategic objectives and business prospects will be best served as a private company. Taking the company private while delivering a meaningful premium to current shareholders allows for the best interests of shareholders as well as the Company, its employees and its customers to be met.

This proposal is made pursuant to and in accordance with the instructions that Houlihan Lokey, on the behalf of the Special Committee, provided to Moelis & Company LLC on November 7, 2023.

1. **Purchase Price.** Based on publicly available information and the information provided to date, and subject to the terms and conditions of this letter, our non-binding indicative offer for the Company is \$1.50 per share. Our offer represents a premium of 103% to today’s closing share price of \$0.74 and a premium of 83% to the Company’s 20-day volume weighted average price (“VWAP”) of \$0.82 as of today’s close.
2. **Key Assumptions.** Our Proposal is predicated on assumptions regarding the cash and debt positions of the Company at present and expected at closing, transaction expenses as well as the expected fully diluted share capitalization of the Company at the time of closing. Notably, we anticipate that the Company will close its previously announced financing (or a similar financing arrangement thereof) of at least \$15 million, and up to \$25 million, on terms generally consistent with the proposed financing term sheet executed on October 19, 2023. These assumptions have been informed by the Company’s recent public filings and information made available to us and our advisors but remains subject to confirmatory due diligence. Given the relative magnitude of these factors to the funds intended to acquire shares, deviation from these assumptions could lead to material changes in our proposed purchase price per share.

3. **Financing.** Based on our proposed purchase price per share and cash consideration to shareholders as well as the anticipated transaction expenses and capital required for the outstanding bridge financing, we anticipate raising \$60 - 65 million of capital. As part of this proposed transaction, we will also raise sufficient incremental capital to allow Astra to meet its strategic and financial objectives as a privately-held company. We are additionally open to certain accredited investor stockholders of the Company rolling their equity into the transaction. We anticipate our financing sources will be able to work expeditiously to complete confirmatory due diligence. We are highly confident of our ability to obtain commitments for both the rollover and the capital required on a contemporaneous basis and we expect that definitive documentation would not contain any financing contingencies.
4. **Timing.** Given our deep knowledge of the Company and industry as co-founders of Astra, we believe we can progress rapidly and efficiently through our required due diligence for the potential transaction. We and our representatives are prepared to proceed expeditiously and dedicate the resources necessary towards completing our due diligence in an expeditious manner. We will concurrently negotiate definitive transaction agreements as we conduct our remaining due diligence.
5. **Other Terms.** We will work with the Special Committee to agree on a transaction structure that takes into account applicable Delaware law, as well as provides certainty of closing to support the Company's liquidity needs.
6. **Material Conditions.** The definitive terms of the Proposal and the transaction would be set forth in a definitive transaction agreement between our acquisition vehicle and the Company that will contain customary terms found in agreements providing for the acquisition of a US public company.

Our Proposal does not outline all such terms, but we do want to highlight a few key conditions upon which our Proposal is predicated:

 - a) Receiving the approval of Astra's Board of Directors for the Proposal upon the recommendation of the Special Committee;
 - b) Satisfactory conclusion of our due diligence;
 - c) Entering into a mutually acceptable definitive transaction agreement; and
 - d) Receiving a DGCL 203 waiver.
7. **Advisors.** We have engaged Pillsbury Winthrop Shaw Pittman LLP as legal counsel and Moelis & Company LLC as financial advisor.
8. **Additional Information.** Please note that this Proposal is an expression of interest only, and we reserve the right to withdraw or modify our Proposal in any manner at any time. We reserve the right, at our absolute discretion, to cease our evaluation of and withdraw from pursuing the Proposal at any time without liability to any person or otherwise vary its

terms and conditions, as a result of the diligence review, prevailing market conditions or otherwise. This Proposal does not constitute an offer to sell or the solicitation of an offer to buy any securities. This Proposal is not intended to, and will not, impose any legal obligations upon the parties, which obligations can only be created upon execution and delivery of binding agreements and then only to the extent provided for therein. We are obligated to disclose this Proposal promptly in an amended 13D filing, which we expect to do promptly upon delivery of this letter.

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

If you have any questions regarding this Proposal, please feel free to reach out to Matthew Hughes, Email: *****, Phone: *****. We look forward to hearing from you regarding our Proposal as soon as possible. Both we and our advisors are prepared to work expeditiously and commit all necessary resources to complete our due diligence and execute a definitive agreement as quickly as possible.

Thank you for your consideration and cooperation.

Yours sincerely,

/s/ Chris Kemp

/s/ Adam London

Chris Kemp and Dr. Adam London