

OMB No. 1545-0123

► See separate instructions.

1 Issuer's name

2 Issuer's employer identification number (EIN)

**Astra Space, Inc.**

**14-1916687**

3 Name of contact for additional information

4 Telephone No. of contact

5 Email address of contact

Investor Relations

**+1 415 543 2800**

**HOL.info@investor.morrowsodali.com**

**6** Number and street (or P.O. box if mail is not delivered to street address) of contact

7 City, town, or post office, state, and ZIP code of contact

**1900 Skyhawk Street**

**Alameda, CA 94501**

8 Date of action

## 9 Classification and description

**June 30, 2021**

## Common Stock

10 CUSIP number

11 Serial number(s)

## 12 Ticker symbol

<b>13</b>	Account number(s)
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**04634X103**

**N/A**

**NASDAQ: ASTR**

**N/A**

<b>Part II</b>	<b>Organizational Action</b> Attach additional statements if needed. See back of form for additional questions.
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14 Describe the organizational action and, if applicable, the date of the action or the date against which shareholders' ownership is measured for the action ► [See Attached](#)

**15** Describe the quantitative effect of the organizational action on the basis of the security in the hands of a U.S. taxpayer as an adjustment per share or as a percentage of old basis ► [See Attached](#)

16 Describe the calculation of the change in basis and the data that supports the calculation, such as the market values of securities and the valuation dates ► [See Attached](#)

**Part II** **Organizational Action** (continued)**17** List the applicable Internal Revenue Code section(s) and subsection(s) upon which the tax treatment is based ▶ [See Attached](#)**18** Can any resulting loss be recognized? ▶ [See Attached](#)**19** Provide any other information necessary to implement the adjustment, such as the reportable tax year ▶ [See Attached](#)**Sign  
Here**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

DocuSigned by:

Signature ▶   
63B0795901FA4A6...

Date ▶ 8/18/2021

Print your name ▶ RICH GARDNER

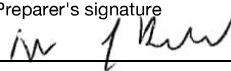
Title ▶ VICE PRESIDENT, CONTROLLER

**Paid  
Preparer  
Use Only**

Print/Type preparer's name

Douglas Bekker

Preparer's signature



Date

08/13/2021

Check ☐ if  
self-employed

PTIN

P00439876

Firm's name ▶ BDO USA, LLP

Firm's EIN ▶

13-5381590

Firm's address ▶ 200 Ottawa Ave NW Ste 300, Grand Rapids, MI 49503

Phone no.

616-774-7000

Send Form 8937 (including accompanying statements) to: Department of the Treasury, Internal Revenue Service, Ogden, UT 84201-0054

**Astra Space, Inc.**

**FEIN: 14-1916687**

**Attachment for Form 8937**

**Part II**

**Line 14**

On June 30, 2021, Holicity Inc., a Delaware corporation (“Holicity” and after the Business Combination described herein, “New Astra”), consummated the previously announced business combination (the “Closing”) pursuant to the terms of the Agreement and Plan of Merger dated as of February 2, 2021 (as it may be further amended or supplemented from time to time, the “Merger Agreement”) by and among Holicity, Holicity Merger Sub Inc., a wholly-owned subsidiary of Holicity (“Merger Sub”), and Astra Space, Inc., a Delaware corporation (“Astra”). Pursuant to the terms of the Merger Agreement, Merger Sub merged with and into Astra with Astra continuing as the surviving corporation and as a wholly owned subsidiary of Holicity. In connection with the closing, Holicity changed its name to “Astra Space, Inc.”

Immediately prior to the effective time of the Merger, (i) each share of Astra Class A Common Stock, held by Chris Kemp (“Kemp”) and Adam London (“London”) (each an “Astra Founder” and together the “Astra Founders”) that was issued and outstanding automatically converted into one (1) share of Astra Class B Common Stock.

In addition, each share of Holicity Class B Common Stock that was issued and outstanding automatically converted in accordance with the terms of Holicity’s Certificate of Incorporation into one (1) share of Holicity Class A Common Stock, all of the shares of Holicity Class B common stock converted into shares of Holicity Class A Common Stock are no longer outstanding and ceased to exist, and each holder of Holicity Class B common stock ceased to have any rights with respect to such securities.

At the time of closing:

(i) each share of Astra Series A Preferred Stock, Astra Series B Preferred Stock, and Astra Series C Preferred Stock (collectively, the “Astra Preferred Stock”) and Astra Class A Common Stock converted into the right to receive the applicable per share merger consideration, which was in the form of Class A common stock of New Astra (“New Astra Class A Common Stock”) valued at \$10 per share;

(ii) each share of Astra Class B Common Stock held by the Astra Founders converted into the right to receive the applicable per share merger consideration, which was in the form of shares of Class B common stock of New Astra (“New Astra Class B Common Stock”) valued at \$10 per share;

The aggregate merger consideration being paid to holders of Astra stock as of immediately prior to the Effective Time is approximately \$2.03 billion (the “Merger Consideration”).

**Line 15**

Holicity and Astra intend, for U.S. federal income tax purposes, (i) that the Merger Agreement shall constitute a “plan of reorganization” within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (the “Code”) and (ii) either the Merger shall constitute a “reorganization” within the meaning of Section 368(a) of the Code or, if

applicable, the Transactions shall constitute a transaction that qualifies under Section 351 of the Code (the “Intended Tax Treatment”).

Accordingly, each share of Astra Class B Common Stock received in exchange for Astra Class A Common Stock prior to consummation of the Merger Agreement shall have basis equal to such Astra Class A Common Stock immediately prior to the exchange.

Each share of Holicity Class A Common Stock received in exchange for Holicity Class B Common Stock prior to consummation of the Merger Agreement shall have basis equal to such Holicity Class B Common Stock immediately prior to the exchange.

At closing, the basis in the surrendered Astra Preferred Stock, Astra Class A Common Stock, and Astra Class B Common Stock (collectively, the “Astra Shares”) must be allocated in a manner that reflects, to the greatest extent possible, the New Astra Class A Common Stock and New Astra Class B Common Stock (collectively, the “New Astra Shares”) received being received in exchange for Astra Shares that were acquired on the same date and at the same price. To the extent it is not possible to allocate in this manner, the basis of the Astra Shares surrendered must be allocated to the New Astra Shares received in a manner that minimizes the disparity in the holding periods of the surrendered Astra Shares whose basis is allocated to any particular New Astra Share received. This could result in a particular New Astra Share having a split basis and split holding period. Each shareholder should consult with his or her tax advisor with respect to the computation of gain or loss and basis in this transaction based upon his or her specific facts.

#### **Line 16**

The basis in each New Astra Class A Common Stock received will generally be equal to the basis in 1.5038 (1 Astra Stock divisible into 0.665 New Astra Class A Common Stock) Astra Shares surrendered for such share. The basis in each New Astra Class B Common Stock received will generally be equal to the basis in 1.5038 (1 Astra Class B Common Stock divisible into 0.665 New Astra Class B Common Stock) Astra Class B Common Stock surrendered for such share. To the extent the New Astra Shares and New Astra Class B Common Stock received are rounded to the nearest whole share, the basis of the Astra Shares and Astra Class B Common Stock surrendered should generally be fractionally allocated pro rata. See the discussion in Line 15 above for further description of the specific allocation of basis when certain shares have a different basis per share and/or holding period.

#### **Line 17**

Section 351

Section 368(a)

#### **Line 18**

In general, except to the extent of cash in lieu of fractional shares received, Astra Shareholders should not recognize gain or loss for U.S. federal income tax purposes by reason of the reorganization.

#### **Line 19**

The Scheme and resulting stock exchange were completed June 30, 2021. Therefore, the reportable tax year is the 2021 calendar year.

**Certificate Of Completion**

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