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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 5)*

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)

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 §240.13d-7 for other parties to whom copies are to be sent.

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

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

1	NAME OF REPORTING PERSONS Chris Kemp		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☒ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO, PF		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,929,901	
	8	SHARED VOTING POWER 2,200	
	9	SOLE DISPOSITIVE POWER 1,929,901	
	10	SHARED DISPOSITIVE POWER 2,200	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,932,101		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☒*		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.3%		
14	TYPE OF REPORTING PERSON IN		

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

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

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

This Amendment No. 5 to Schedule 13D (this "Amendment") amends and supplements the previously filed statement on Schedule 13D filed by Chris Kemp and Chris Kemp Living Trust Dated February 10, 2021 with the Securities and Exchange Commission (the "Commission") on July 12, 2021 (as amended and supplemented to date the "Schedule 13D"), relating to Class A Common Stock, par value $0.0001 per share (the "Class A Common Stock"), of Astra Space, Inc. (the "Issuer"). The Schedule 13D is hereby amended and supplemented to include the information set forth herein. Capitalized terms not defined herein have the meanings given to such terms in the Schedule 13D. Except as set forth herein, the Schedule 13D is unmodified and remains in full force and effect.

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is hereby amended and supplemented by adding the following:

2024 Merger Agreement

On March 7, 2024, the Issuer, Apogee Parent Inc., a Delaware corporation ("Parent"), and Apogee Merger Sub Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("2024 Merger Sub"), entered into an Agreement and Plan of Merger (the "2024 Merger Agreement"), pursuant to which, among other things, on the terms and subject to the conditions set forth therein, 2024 Merger Sub will merge with and into the Issuer (the "2024 Merger") on terms substantively consistent with the Revised Proposal as previously described in Amendment No. 5 to the Schedule 13D, with the Issuer surviving the 2024 Merger as a wholly owned subsidiary of Parent. Parent and 2024 Merger Sub were formed by Mr. Kemp and the Supporting Stockholder (collectively, including their respective affiliates, the "Specified Stockholders").

At the effective time of the 2024 Merger (the "Effective Time"), on the terms and subject to the conditions set forth in the 2024 Merger Agreement, each share of Common Stock that is issued and outstanding immediately prior to the Effective Time (other than Rollover Shares (as defined below)) will be automatically canceled and converted into the right to receive an amount in cash equal to $0.50, without interest (the "2024 Merger Consideration"). Immediately prior to the Effective Time, all of the 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 Parent pursuant to rollover agreements (such shares, the "Rollover Shares") and shall further be cancelled and 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.

Treatment of Convertible Notes and Warrants

In connection with the 2024 Merger Agreement, on March 7, 2024, the holders of all outstanding Convertible Notes, including the Trust, entered into a noteholder conversion agreement with Parent and 2024 Merger Sub, pursuant to which the holders of the Convertible Notes agreed, subject to the terms and conditions thereof, that the Convertible Notes will, immediately after the 2024 Merger becomes effective, be converted into shares of Series A preferred stock, par value $0.0001 per share, of Parent (the "Parent Series A Preferred Stock"). The information disclosed in this Item 4, including the foregoing description of the noteholder conversion agreement and the transactions contemplated thereby, does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the noteholder conversion agreement, a copy of which is attached hereto as Exhibit 99.12 and incorporated herein by reference in its entirety.

Also in connection with the 2024 Merger Agreement, on March 7, 2024, the holders of the Warrants, including the Trust, entered into a warrant exchange agreement with Parent and 2024 Merger Sub, pursuant to which the holders of the Warrants agreed, subject to the terms and conditions thereof, the outstanding Warrants will, immediately after the 2024 Merger becomes effective, be exchanged for warrants to purchase shares of Parent Series A Preferred Stock. The information disclosed in this Item 4, including the foregoing description of the warrant exchange agreement and the transactions contemplated thereby, does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the warrant exchange agreement, a copy of which is attached hereto as Exhibit 99.11 and incorporated herein by reference in its entirety.

Closing Conditions

The obligation of the parties to consummate the 2024 Merger is subject to various conditions, including: (i) adoption of the 2024 Merger Agreement by holders of (a) a majority 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; (ii) the absence of any judgment or law prohibiting the consummation of the 2024 Merger; (iii) the mailing

of a written information statement (the "Information Statement") of the type contemplated by Rule 14c-2 of the Exchange Act and the passage of 20 days thereafter; (iv) the accuracy of the representations and warranties of the parties in the 2024 Merger Agreement (subject to customary materiality qualifiers); and (v) each party's performance in all material respects of its covenants and obligations contained in the 2024 Merger Agreement. Following the execution of the 2024 Merger Agreement, the Specified Stockholders executed and delivered to the Issuer a written consent adopting the 2024 Merger Agreement and approving the 2024 Merger, and Parent, in its capacity as the sole stockholder of 2024 Merger Sub, executed and delivered to the Issuer a written consent approving the 2024 Merger Agreement and the 2024 Merger, thereby providing all required stockholder approvals for the 2024 Merger.

Equity Commitment

Concurrently with the 2024 Merger Agreement, pursuant to a series of equity commitment letters, dated March 7, 2024 with Parent and 2024 Merger Sub (collectively, the "Equity Commitment Letters"), the Mr. Kemp, Mr. London and certain other investors (collectively, the "Equity Commitment Parties") have severally agreed to provide equity financing to Parent in the amounts specified in their Equity Commitment Letters, for a total aggregate value of approximately $28.8 million (of which $855,099.50 was from Mr. Kemp), on the terms and subject to the conditions contained in the Equity Commitment Letters. The Equity Commitment Parties' commitments may be satisfied, in each of their sole discretion, by (i) a cash contribution to Parent, (ii) a contribution to Parent of shares of Class A Common Stock held by such Equity Commitment Party, or (iii) a combination of the foregoing. For purposes of determining the value of an Equity Commitment Party's contribution pursuant to the foregoing clauses (ii) and (iii), each share of Class A Common Stock contributed by an Equity Commitment Party will be ascribed a value equal to the 2024 Merger Consideration. Mr. Kemp presently intends to fulfill his equity commitments through the contribution of much of his holdings of Common Stock to Parent. The information disclosed in this Item 4, including the foregoing description of the Mr. Kemp's Equity Commitment Letter and the transactions contemplated thereby, does not purport to be complete and is subject to, and qualified in its entirety by, the full text of Mr. Kemp's Equity Commitment Letter, a copy of which is attached hereto as Exhibit 99.14 and incorporated herein by reference in its entirety.

Interim Investors' Agreement

On March 7, 2024, the Reporting Persons, together with certain other investors, entered into an interim investors' agreement, which stipulates the actions such parties can take under the 2024 Merger Agreement, allocation of expenses in relation to closing of the 2024 Merger, obtaining approvals necessary to closing of the 2024 Merger, and additional covenants, representations and warranties of such parties in relation to the 2024 Merger. The information disclosed in this Item 4, including the foregoing description of the interim investors' agreement and the transactions contemplated thereby, does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the interim investors' agreement, a copy of which is attached hereto as Exhibit 99.13 and incorporated herein by reference in its entirety.

Delisting of Shares of Common Stock

If the 2024 Merger is consummated, the Class A Common Stock will cease to be quoted on the Nasdaq Capital Market and will be eligible for deregistration under the Exchange Act.

Limited Waiver and Consent to Senior Secured Convertible Notes

On March 7, 2024, the Issuer, each of the subsidiaries of the Issuer (together with the Issuer, the "Note Parties"), the Trust, JMCM Holdings LLC, SherpaVentures Fund II, LP, Dr. London, MH Orbit LLC, and RBH Ventures Astra SPV, LLC ("RBH," and collectively with the Trust, JMCM Holdings LLC, SherpaVentures Fund II, LP, Dr. London, and MH Orbit LLC, 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 2024 Merger Agreement and (ii) the consummation of the 2024 Merger in accordance with the terms of the 2024 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 Issuer's then-outstanding common equity in connection with the 2024 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 2024 Merger, and (ii) permit the Issuer 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 in accordance with the terms of the 2024 Merger Agreement) to be used exclusively for

the purposes set forth therein (the "Permitted Purposes") as the Special Committee may direct the Issuer. The Permitted Purposes include, among other things, payroll expenses, employee health and benefit expenses, rent and utilities, liability insurance, and bankruptcy work in each case as specifically as described in the Limited Consent. The 2024 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 Amendment No. 4 to the Schedule 13D) and subsequent financings. The information disclosed in this Item 4, including the foregoing description of the Limited Waiver and Consent and the transactions contemplated thereby, does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Limited Waiver and Consent, a copy of which is attached hereto as Exhibit 99.16 and incorporated herein by reference in its entirety.

The 2024 Merger Agreement and the above description of the 2024 Merger Agreement have been included to provide investors with information regarding the terms of the 2024 Merger Agreement. It is not intended to provide any other factual information about the Issuer, Parent or their respective subsidiaries or affiliates or any party who has entered Equity Commitment Letters or agreed to provide interim debt financing. The representations, warranties and covenants contained in the 2024 Merger Agreement were made only for purposes of the 2024 Merger Agreement and as of specific dates, were solely for the benefit of the parties to the 2024 Merger Agreement and may be subject to limitations agreed upon by the parties in connection with negotiating the terms of the 2024 Merger Agreement, including being qualified by confidential disclosures made by each party for the purposes of allocating contractual risk between the parties. In addition, certain representations and warranties may be subject to a contractual standard of materiality different from those generally applicable to investors and may have been used for the purpose of allocating risk between the parties rather than establishing matters as facts. Information concerning the subject matter of the representations, warranties and covenants may change after the date of the 2024 Merger Agreement, which subsequent information may or may not be fully reflected in public disclosures by the Issuer. The 2024 Merger Agreement should not be read alone, but should instead be read in conjunction with the other information regarding the parties that is or will be contained in, or incorporated by reference into, the Information Statement to be filed by the Issuer in connection with the 2024 Merger, the transaction statement on Schedule 13E-3 to be filed by the Issuer, Parent and certain other persons in connection with the 2024 Merger, the Issuer's Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, and Current Reports on Form 8-K and other documents that the parties will file with the SEC. Investors should not rely on the representations, warranties and covenants or any description thereof as characterizations of the actual state of facts or condition of the Issuer, Parent or any of their respective subsidiaries, affiliates or businesses. The information disclosed in this Item 4, including the foregoing description of the 2024 Merger Agreement and the transactions contemplated thereby, does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the 2024 Merger Agreement, a copy of which is attached hereto as Exhibit 99.10 and incorporated herein by reference in its entirety.

Other than as described in Item 4 above, the Reporting Persons do not have any plans or proposals which relate to or would result in any of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D. The Reporting Persons may, at any time and from time to time, formulate other purposes, plans or proposals regarding the Issuer, or any other actions that could involve one or more of the types of transactions or have one or more of the results described in clauses (a) through (j) of Item 4 of Schedule 13D.

As a result of the transactions described herein, the Reporting Persons, together with Adam London, SherpaVentures Fund II, LP, SherpaVentures Fund II GP, LLC, Eagle Creek Capital, LLC, Scott Stanford, Astera Institute, RBH Ventures Astra SPV, LLC, JMCM Holdings LLC, Baldo Fodera, Alexander Morcos, MH Orbit LLC, ERAS Capital LLC, and Ulrich Gall (collectively, the "Selected Investors") may comprise a group within the meaning of Section 13(d)(3) of the Act. The Reporting Persons expressly disclaim beneficial ownership over the shares held by the Selected Investors.

Item 5. Interest in Securities of the Issuer

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

(a)

As of the date that this Amendment is filed, Mr. Kemp holds 52,972 shares of Class A Common Stock (including 2,200 shares held by Mr. Kemp's spouse) and derivative securities (the "Derivative Securities") which give Mr. Kemp the right to acquire 1,879,129 shares of Class A Common Stock within 60 days of the date this Amendment is filed. The Derivative Securities are comprised of (i) 1,806,376 shares of Class B Common Stock and (ii) 72,753 options that are exercisable or will be exercisable for Class A Common Stock within the next 60 days.

As of the date of that this Amendment is filed, the members of the Selected Investors, who, together with the Reporting Persons, comprise a group within the meaning of Section 13(d)(3) of the Act, beneficially own the shares of Class A Common Stock as set forth next to their names:

Stockholder Name	No. of Shares Beneficially Owned(1)(2)	Percentage Ownership(2)	Sole Voting Power	Shared Voting Power	Sole Dispositive Power	Shared Dispositive Power
Adam London(3)	1,942,610	9.3%	1,942,610	0	1,942,610	0
Chris Kemp(3)	1,932,101	9.3%	1,929,901	2,200	1,929,901	2,200
Chris Kemp Living Trust dated February 10, 2021(3)	0	*	0	0	0	0
SherpaVentures Fund II, LP(3)(4)	1,882,582	9.9%	1,882,582	0	1,882,582	0
SherpaVentures Fund II GP, LLC(3)(4)	1,882,582	9.9%	1,882,582	0	1,882,582	0
Eagle Creek Capital, LLC(4)	15,094	*	15,094	0	15,094	0
Scott Stanford(3)	1,904,054	10.0%	1,904,054	0	1,904,054	0
Astera Institute(3)	0	*	0	0	0	0
RBH Ventures Astra SPV, LLC(3)	15,093	*	15,093	0	15,093	0
JMCM Holdings LLC(3)	0	*	0	0	0	0
Baldo Fodera(3)	199,399	1.0%	0	199,399	0	199,399
Alexander Morcos(3)	199,399	1.0%	0	199,399	0	199,399
MH Orbit LLC(3)	0	*	0	0	0	0
ERAS Capital LLC(3)	1	*	1	0	1	0
Ulrich Gall(3)	2,667	*	2,667	0	2,667	0

* Less than 0.1%

(1) The Reporting Persons expressly disclaim beneficial ownership of the shares of Common Stock beneficially owned by the other members of the Selected Investors. The other members of the Selected Investors have filed or have represented that they will file separate Schedule 13Ds with respect to their interests. The Reporting Persons are not responsible for the completeness and accuracy of the information concerning any other members of the Selected Investors.

(2) Assuming a total of 19,003,923 shares of Class A Common Stock outstanding, based on information contained in the 2024 Merger Agreement.

(3) Excludes all shares of Class A Common Stock underlying securities owned by such investor in substantively the form of Convertible Note or form of Warrant, as the Beneficial Ownership Blockers (as defined below) prevent such securities from being converted or exercised into shares of Class A Common Stock within 60 days of the date this Amendment is filed.

(4) Such figure is included in the number of shares beneficially owned by Scott Stanford.

Both the form of Convertible Note and form of Warrant provide that the Issuer shall not effect any distribution of Underlying Shares if such distribution would cause the Reporting Persons, together with any person whose beneficial ownership of Class A Common Stock would or *could* be aggregated with the Reporting Persons for purposes of Section 13(d) or Section 16 of the Exchange Act, to collectively beneficially own in aggregate in excess of 19.99% of the number of shares of Class A Common Stock outstanding immediately after giving effect to such distribution (the "Beneficial Ownership Blockers"). Each of the Reporting Persons expressly disclaim that it beneficially owns any of the 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 Selected Investors, 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 Selected Investors. However, the Reporting Persons acknowledge the possibility that such a group *could* be deemed to exist. Thus, the beneficial ownership figures included in this Amendment are prepared under the assumption that the Underlying Shares may not be distributed if, after such distribution, any of the Reporting Persons, together with Selected Investors, would beneficially own in excess of 19.99% of the Class A Common Stock. Based on the foregoing and given that the beneficial ownership of the Reporting Persons, together with the Selected Investors, already exceeds 19.99%, the beneficially ownership figures in this Amendment assume that the Reporting Persons (along with all members of the Selected Investors who have executed similar instruments) may be deemed to beneficially own 0 Underlying Shares.

The foregoing amount excludes an aggregate of approximately 2,891,014 Underlying Shares underlying securities held by the Trust, as such shares are not convertible or exercisable within 60 days due to the Beneficial Ownership Blockers.

The shares of Class A Common Stock held directly by Mr. Kemp or his spouse, together with the Derivative Securities, represent 9.3% 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 19,003,923 shares of Class A Common Stock outstanding, based on information contained in the 2024 Merger Agreement.

The information relating to the beneficial ownership of the Class A Common Stock by the Reporting Persons set forth in Rows 7 through 13 on the cover page hereto is incorporated by reference herein and is as of the date hereof. Such information is based on the number of shares of Class A Common Stock underlying the Derivative Securities and assuming a total of 19,003,923 shares of Class A Common Stock outstanding, based on information contained in the 2024 Merger Agreement.

If the Reporting Persons, together with the Selected Investors, were considered a group, then the shares of Class A Common Stock beneficially owned by the Selected Investors together with the shares of Class A Common Stock held directly by the Reporting Persons, the Derivative Securities, represent 26.3% 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 19,003,923 shares of Class A Common Stock outstanding, based on information contained in the 2024 Merger Agreement. As described previously, pursuant to the Beneficial Ownership Blockers, this beneficial ownership percentage (i) excludes all Underlying Shares and (ii) assumes the conversion of the derivative securities (including Class B Common Stock and vested options to purchase Class A Common Stock) beneficially owned by the Reporting Persons and the Supporting Stockholder.

(b) The persons named in response to Item 5(a) above have the sole voting power, shared voting power, sole dispositive power, and shared dispositive power with respect to the Class A Common Stock as set forth in Item 5(a).

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

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

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

On January 31, 2024, the Issuer and its subsidiaries entered into an Amendment to Senior Secured Convertible Notes (the "First Amendment to Convertible Notes") with each of the holders of the approximately $23.8 million of then outstanding Convertible Notes. Pursuant to the First Amendment to Convertible Notes, the parties agreed that no Amortization Payment (as defined in the Convertible Note) would be due on February 1, 2024 and the first Amortization Payment would instead be due and payable on May 1, 2024, in an amount equal to 22.22% of the then outstanding aggregate Stated Principal Amount of the Convertible Notes, which amount comprises both the deferred Amortization Payment originally due on February 1, 2024, plus the Amortization Payment originally due May 1, 2024. Each such payment was originally in an amount equal to 11.11% of the Stated Principal Amount of the Convertible Notes.

On February 26, 2024, the Issuer entered into that Second Amendment to Securities Purchase Agreement and Second Amendment to Senior Secured Convertible Notes (the "Second Amendment to Convertible Notes" and, together, with the First Amendment to Convertible Notes, the "Convertible Notes Amendments") which amendment amended (i) that certain Securities Purchase Agreement dated as of August 4, 2023 (as amended, *inter alia*, by the Reaffirmation Agreement and Omnibus Amendment Agreement dated as of November 6, 2023, the Limited Waiver and Consent and Omnibus Amendment No. 2 Agreement dated as of November 17, 2023, the Omnibus Amendment No. 3 Agreement dated as of November 21, 2023, the Amendment to Securities Purchase Agreement dated as of January 19, 2024, and the First Amendment to Convertible Notes) (as so amended, the "Purchase Agreement"); and (ii) the Convertible Notes. The Second Amendment to Convertible Notes, among other things, (i) extended the date by which any Subsequent Closing (as defined in the Purchase Agreement) may occur under the Purchase Agreement without the consent of the existing holders thereunder, (ii) increased the maximum amount of the aggregate Stated Principal Amount (as defined in the Purchase Agreement) of the Convertible Notes issuable pursuant to the Purchase Agreement, and (ii) updated the Buyers Schedule thereto to include subsequent purchasers of the Convertible Notes.

The foregoing summary of the Convertible Notes Amendments does not purport to be complete and is qualified in its entirety by reference to the copy of the Form of 12% Senior Secured Convertible Note, as amended by the Convertible Note Amendments, filed herewith and incorporated by reference as Exhibit 99.15.

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
99.10	Agreement and Plan of Merger dated March 7, 2024 (incorporated by reference to exhibit 99.9 of Adam London's Schedule 13D/A filed on March 11, 2024).
99.11	Warrant Exchange Agreement, dated March 7, 2024 (incorporated by reference to exhibit 99.11 of Adam London's Schedule 13D/A filed on March 11, 2024).
99.12	Noteholder Conversion Agreement, dated March 7, 2024 (incorporated by reference to exhibit 99.12 of Adam London's Schedule 13D/A filed on March 11, 2024).
99.13	Interim Investor's Agreement, dated March 7, 2024 (incorporated by reference to exhibit 99.13 of Adam London's Schedule 13D/A filed on March 11, 2024).
99.14	Equity Commitment Letter by and between the Issuer and Mr. Kemp, dated March 7, 2024.
99.15	Form of 12% Senior Secured Convertible Note due 2025 (incorporated by reference to Exhibit 4.1 to the Issuer's Current Report on Form 8-K, filed on March 1, 2024).
99.16	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 (incorporated by reference to exhibit 99.15 of Adam London's Schedule 13D/A filed on March 11, 2024).

SIGNATURE

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

Date: March 11, 2024

CHRIS KEMP

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

CHRIS KEMP LIVING TRUST, DATED FEBRUARY 10, 2021

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

Exhibit 99.14

Confidential

CHRIS KEMP
1900 Skyhawk St
Alameda, CA 94501

March 7, 2024

Apogee Parent Inc.
1900 Skyhawk St
Alameda, CA 94501
Attention: Chris Kemp and Dr. Adam London
Email: *********

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. Chris Kemp ("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 $855,099.50 (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*]

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

CHRIS C. KEMP

By: /s/ Chris C. Kemp

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

Acknowledged 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 Chris Kemp, a natural person ("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: $_____

CHRIS KEMP

By: _____

Name: _____

Title: _____

Date: _____