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

**SCHEDULE 13D**

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

**Astra Space, Inc.**
(Name of Issuer)

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

**04634X202**
(CUSIP Number)

**Charles M. Guinn, Esq.**
**Pillsbury Winthrop Shaw Pittman, LLP**
**1200 Seventeenth Street, NW**
**Washington, DC 20036**
**(202) 663-8051**
(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<br><br>Andrei Karkar | | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP<br><br>(a) ☒ (b) ☐ | | |
| 3 | SEC USE ONLY | | |
| 4 | SOURCE OF FUNDS<br><br>PF | | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)<br><br>☐ | | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION<br><br>United States | | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER<br><br>0 | |
| | 8 | SHARED VOTING POWER<br><br>1 | |
| | 9 | SOLE DISPOSITIVE POWER<br><br>0 | |
| | 10 | SHARED DISPOSITIVE POWER<br><br>1 | |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON<br><br>1 | | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES<br><br>☒* | | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)<br><br>0.0% | | |
| 14 | TYPE OF REPORTING PERSON<br><br>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 the Reporting Persons.

| | | | |
|---|---|---|---|
| 1 | NAME OF REPORTING PERSONS<br><br>ERAS Capital, LLC | | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP<br><br>(a) ☒ (b) ☐ | | |
| 3 | SEC USE ONLY | | |
| 4 | SOURCE OF FUNDS<br><br>WC | | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)<br><br>☐ | | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION<br><br>Delaware | | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | | 7 | SOLE VOTING POWER<br><br>0 |
| | | 8 | SHARED VOTING POWER<br><br>1 |
| | | 9 | SOLE DISPOSITIVE POWER<br><br>0 |
| | | 10 | SHARED DISPOSITIVE POWER<br><br>1 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON<br><br>1 | | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES<br><br>☒* | | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)<br><br>0.0% | | |
| 14 | TYPE OF REPORTING PERSON<br><br>OO (Limited Liability Company) | | |

* 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 the Reporting Persons.

**Item 1. Security and Issuer.**

This statement on Schedule 13D (this "Schedule 13D") relates to Class A Common Stock, par value $0.0001 per share (the "Class A Common Stock"), of Astra Space, Inc. (the "Issuer"), whose principal executive offices are located at 1900 Skyhawk Street, Alameda, California 94501.

**Item 2. Identity and Background.**

This Schedule 13D is being filed by ERAS Capital, LLC ("ERAS") and Andrei Karkar ("Mr. Karkar", and, together with ERAS the "Reporting Persons").

Mr. Karkar is a citizen of the United States. ERAS is organized under the laws of Delaware. The business address of the Reporting Persons is 323 Marina Boulevard, San Francsico, California 94123. The principal business of the Reporting Persons is investing in securities.

During the last five years, the Reporting Persons have neither been (i) convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors) nor (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting, or mandating activities subject to, federal or state securities laws or a finding of any violation with respect to such laws.

Unless otherwise noted in this Schedule 13D, transactions involving the Reporting Persons are done in the name of ERAS at the direction of Mr. Karkar. Mr. Karkar, in his personal capacity, is not a party to any transaction discussed in this Schedule 13D (except for the Joint Filing Agreement with ERAS attached hereto as Exhibit 13).

**Item 3. Source and Amount of Funds or Other Consideration.**

The information set forth or incorporated by reference in Item 4 of this Schedule 13D is incorporated by reference into this Item 3. The source of funds for the securities described in this Schedule 13D is personal funds and working capital of the Reporting Persons. On March 7, 2024, using the Reporting Persons' personal funds, ERAS acquired Convertible Notes (as defined below) having a principal value of $1,000,000 and, pursuant to the terms of the Form of 12% Senior Secured Convertible Note due 2025, convertible into 1,237,624 Underlying Shares (as defined below). Such amount of Underlying Shares does not reflect any paid-in-kind interest (whether capitalized or uncapitalized) on such Convertible Notes accrued since their issuance to the Reporting Persons. Additionally, on March 7, 2024, ERAS paid $54,146 for 433,168 Warrants (as defined below), such Warrants having an initial exercise price of $0.808.

**Item 4. Purpose of the Transaction.**

The information disclosed in Item 3 is hereby incorporated by reference into this Item 4.

This Schedule 13D is filed in connection with transactions described in the Issuer's announcements in (i) its Current Report on Form 8-K, filed with the SEC on November 24, 2023, its Current Report on Form 8-K, filed with the SEC on January 25, 2024, and its Current Report on Form 8-K, filed with the SEC on March 1, 2024 , pursuant to that certain Securities Purchase Agreement dated as of August 4, 2023 (as amended by, inter alia, that certain Reaffirmation Agreement and Omnibus Amendment Agreement dated as of November 6, 2023, that certain Omnibus Amendment No. 3 Agreement dated as of November 21, 2023, that certain Amendment to Securities Purchase Agreement dated as of January 19, 2024, that certain Amendment to Senior Secured Convertible Notes dated as of January 31, 2024, that certain Second Amendment to Securities Purchase Agreement and Second Amendment to Senior Secured Convertible Notes dated as of February 26, 2024) (as so amended and modified, the "Purchase Agreement").

Pursuant to the Purchase Agreement, the Issuer has issued 12.0% Senior Secured Convertible Note due 2025 (the "Convertible Notes") and warrants (the "Warrants") to various investors. On March 7, 2024, the Issuer and the Reporting Persons closed a financing pursuant to which the Reporting Persons purchased $1,000,000 of Convertible Notes. In addition, on March 7, 2024, the Issuer and the Reporting Persons closed a financing pursuant to which the Reporting Persons purchased 433,168 Warrants at a price of $0.125 per Warrant, such Warrants having an initial exercise price of $0.808 per share and expire on March 7, 2029, for an aggregate price of $54.146.

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

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

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

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

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

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

The Warrants are immediately exercisable at an exercise price of $0.808 per share of Class A Common Stock, subject to certain adjustments and expire on dates ranging from November 6, 2028, through November 21, 2028, and in the case of the Warrants subsequently purchased by the Reporting Persons, March 7, 2029. The exercise price of the Warrants, and the number of shares of Class A Common Stock potentially issuable upon exercise of the Warrants, will be adjusted proportionately if the Issuer subdivides its shares of Class A Common Stock into a greater number of shares or combines its shares of common stock into a smaller number of shares.

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

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

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) 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 summaries of the Warrants, Convertible Notes and the Purchase Agreement do not purport to be complete. The foregoing summaries of the Warrants, Convertible Notes and the Purchase Agreement are qualified in their entirety by reference to the copies of the (i) the Form of New Warrant, (ii) the Form of 12% Senior Secured Convertible Note (reflecting the Convertible Notes Amendments) and (iii) the Purchase Agreement (as amended by two amendments), that are filed herewith as Exhibit 12, Exhibit 1 and Exhibit 2, Exhibit 3 and Exhibit 4, respectively, and each of which is incorporated herein by reference.

*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"), with the Issuer surviving the 2024 Merger as a wholly owned subsidiary of Parent. Parent and 2024 Merger Sub were formed by Mr. Chris Kemp and Dr. Adam London (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 Class A Common Stock or Class B Common Stock (collectively, "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 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"). On March 7, 2024, the Reporting Persons executed a joinder to the noteholder conversion agreement pursuant to which the Reporting Persons agreed to be subject to approximately the same terms of the noteholder conversion agreement. The information disclosed in this Item 4, including the foregoing description of the noteholder conversion agreement, the joinder to 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 and the joinder to the noteholder conversion agreement, copies of which is attached hereto as Exhibit 5 and Exhibit 6, respectively and each of which is incorporated herein by reference in its entirety.

Also in connection with the 2024 Merger Agreement, on March 7, 2024, the holders of the Warrants 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. On March 7, 2024, the Reporting Persons executed a joinder to the warrant exchange agreement pursuant to which the Reporting Persons agreed to be subject to approximately the same terms of the warrant exchange agreement. The information disclosed in this Item 4, including the foregoing description of the warrant exchange agreement, the joinder to 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 and the joinder to the warrant exchange agreement, copies of which is attached hereto as Exhibit 9 and Exhibit 10, respectively and each of which is 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.

*Interim Investors' Agreement*

On March 7, 2024, certain 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. On March 7, 2024, the Reporting Persons executed a joinder to the interim investors' agreement pursuant to which the Reporting Persons agreed to be subject to approximately the same terms of the interim investors' agreement. The information disclosed in this Item 4, including the foregoing description of the interim investors' agreement, the joinder to 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 and the joinder to the interim investors' agreement, copies of which is attached hereto as Exhibit 7 and Exhibit 8, respectively and each of which is 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.

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 11 and incorporated herein by reference in its entirety.

The Reporting Persons may acquire additional securities of the Issuer, or retain or sell all or a portion of the securities then held, in the open market or in privately negotiated transactions.

Other than as described above, including the transactions described in the 2024 Merger Agreement, the Reporting Persons do not currently have any plans or proposals that relate to, or would result in, any of the matters listed in Items 4(a)–(j) of Schedule 13D, although, depending on the factors discussed herein, the Reporting Persons may change their purpose or formulate different plans or proposals with respect thereto at any time.

As a result of the transactions described herein, the Reporting Persons, together with Adam London, Chris Kemp, Chris Kemp Living Trust dated February 10, 2021, 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 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.**

(a) As of the date that this Schedule 13D is filed, ERAS directly holds 1 share of Class A Common Stock. Mr. Karkar does not directly hold any shares of Class A Common Stock. Mr. Karkar is the sole member of ERAS and therefore may be deemed to beneficially own shares of held of record by ERAS.

As of the date of that this Schedule 13D is filed, the Selected Investors, who, together with the Reporting Persons, may 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 | * | 0 | 1 | 0 | 1 |
| Andrei Karkar[3] | 1 | * | 0 | 1 | 0 | 1 |
| 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 Selected Investors. The other 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 of the other 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 Schedule 13D is filed.

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

Mr. Karkar is the Chief Executive Officer and sole member of ERAS, and therefore may be deemed to beneficially own the securities held of record by ERAS.

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 4.99% of the number of shares of Class A Common Stock outstanding immediately after giving effect to such distribution (the "Beneficial Ownership Blockers"). The Reporting Persons expressly disclaim that they beneficially own 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 they are 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 Schedule 13D are prepared under the assumption that the Underlying Shares may not be distributed if, after such distribution, the Reporting Persons, together with Selected Investors, would beneficially own in excess of 4.99% 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 4.99%, the beneficially ownership figures in this Schedule 13D assume that the Reporting Persons (along with all 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 1,670,792 Underlying Shares underlying securities held by the Reporting Persons, as such shares are not convertible or exercisable within 60 days due to the Beneficial Ownership Blockers. Such figure does not reflect any paid-in-kind interest (whether capitalized or uncapitalized) on such Convertible Notes accrued since their issuance to the Reporting Persons on March 7, 2024.

The shares of Class A Common Stock held directly by the Reporting Persons, represents less than 0.1% of the outstanding Class A Common Stock 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 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 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 Specified Stockholders.

(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 Schedule 13D and incorporated herein by reference. Except as described in Item 4 of this Schedule 13 D, the Reporting Persons have not effected any transactions in Class A Common Stock in the past 60 days.

(d) None.

(e) Not applicable.

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

The information set forth in Items 4 and 5 of this Schedule 13D is hereby incorporated by reference into Item 6 of this Schedule 13D.

Except as set forth herein, none of the Reporting Persons have any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including but not limited to any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

**Item 7. Material to Be Filed as Exhibits.**

| Exhibit Number | Description |
|---|---|
| 1 | 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). |
| 2 | Omnibus Amendment No. 3 Agreement, dated as of November 21, 2023, by and among Astra Space, Inc., each of the subsidiaries of Astra Space, Inc. party thereto, the investors party thereto and GLAS Americas, LLC, as collateral agent (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed on November 24, 2023). |
| 3 | Amendment to Securities Purchase Agreement, dated January 19, 2024, by and among Astra Space, Inc., each of the subsidiaries of Astra Space, Inc. party thereto, the investors party thereto and GLAS Americas, LLC (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed on January 25, 2024) |
| 4 | Second Amendment to Securities Purchase Agreement and Second Amendment to Senior Secured Convertible Notes, dated February 26, 2024, by and among Astra Space, Inc., each of the subsidiaries of Astra Space, Inc. party thereto, the investors party thereto and GLAS Americas, LLC (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed on March 1, 2024). |
| 5 | Noteholder Conversion Agreement, dated March 7, 2024. |
| 6 | Joinder to Noteholder Conversion Agreement, dated March 7, 2024 (form included in Exhibit 5 above). |
| 7 | Interim Investor's Agreement, dated March 7, 2024. |
| 8 | Form of Joinder to Interim Investor's Agreement, dated March 7, 2024. |
| 9 | Warrant Exchange Agreement, dated March 7, 2024. |
| 10 | Joinder to Warrant Exchange Agreement, dated March 7, 2024 (form included in Exhibit 9 above). |
| 11 | Agreement and Plan of Merger, dated as of March 7, 2024, by and among Astra Space, Inc., Apogee Parent Inc. and Apogee Merger Sub Inc. (incorporated by reference to Exhibit 2.1 to the Issuer's Current Report on Form 8-K filed on March 12, 2024). |
| 12 | Form of Warrant (incorporated by reference to Exhibit 4.2 to the Issuer's Current Report on Form 8-K filed on November 24, 2023). |
| 13 | Joint Filing Agreement. |

**SIGNATURES**

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

Date: March 14, 2024

**Andrei Karkar**

By: /s/ Andrei Karkar
Name: Andrei Karkar

**ERAS Capital, LLC**

By: /s/ Andrei Karkar
Name: Andrei Karkar
Title: Chief Executive Officer

**Exhibit 5**

*Execution Version*

**NOTEHOLDER CONVERSION AGREEMENT**

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

**RECITALS**

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

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

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

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

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

**AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 3. Representations and Warranties of the Parties.** Each Party, severally and not jointly, hereby represents and warrants as to itself to the other Parties as follows:

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

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

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

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

**Section 4. Representations, Warranties and Covenants of Each Noteholder.** Each Noteholder, severally and not jointly, hereby represents and warrants, as to itself, to and covenants and agrees with, each of Merger Sub and Parent that:

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

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

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

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

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

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

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

**Section 5. Representations, Warranties and Covenants of Parent.** Parent hereby represents and warrants to, and covenants and agrees with, Merger Sub and each of the Noteholders that:

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

**Section 6. Release.** In consideration of the covenants, agreements and undertakings of the Parties under this Agreement:

**(a)** From and after the Conversion Time, Parent and the Surviving Company (the "Note Parties"), and, to the extent the same is claimed (or could be claimed) by right of, through or under any Note Party, for each of their or its respective past, present and future successors in title, representatives, assignees, agents, officers, directors and shareholders (collectively hereinafter, the "Releasing Parties"), does hereby and shall be deemed to have forever generally remised, released and discharged each of the Noteholders, and their or its respective Affiliates, and each of their or its respective successors-in-title, legal representatives and assignees, past, present and future officers, directors, shareholders, trustees, agents, employees, consultants, experts, advisors, attorneys and other professionals and all other persons and entities to whom the Noteholders or any of their respective Affiliates would be liable if such persons or entities were found to be liable to the Releasing Parties, or any one of them (collectively hereinafter, the "Released Parties"), from any and all manner of action and actions, cause and causes of action, claims, charges, demands, counterclaims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, damages, judgments, expenses, executions, liens, claims of liens, claims of costs, penalties, attorneys' fees, or any other compensation, recovery or relief on account of any liability, obligation, demand or cause of action of whatever nature, whether in law, equity or otherwise (including without limitation those arising under 11 U.S.C. §§ 541-550 and interest or other carrying costs, penalties, legal, accounting and other professional fees and expenses, and incidental, consequential and punitive damages payable to third parties), whether known or unknown, fixed or contingent, joint and/or several, secured or unsecured, due or not due, primary or secondary, liquidated or unliquidated, contractual or tortious, direct, indirect, or derivative, asserted or unasserted, foreseen or unforeseen, suspected or unsuspected, now existing, heretofore existing or which may heretofore accrue against any of the Released Parties, whether held in a personal or representative capacity, and which are based on any act, fact, event or omission or other matter, cause or thing (each, a "Claim") occurring (x) at or from any time prior to and including the date hereof and (y) at or from any time prior to and including the Conversion Time. Each Note Party acknowledges that the laws of many states provide substantially the following: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Each Note Party acknowledges that such provisions are designed to protect a person from waiving Claims which such person does not know exist or may exist. As to each and every Claim released hereunder, each Note Party hereby represents that it has received the advice of legal counsel with regard to the releases contained herein, and having been so advised, agrees that it shall be deemed to waive the benefit of any such provision (including, without limitation, Section 1542 of the Civil Code of California and each other similar provision of applicable state or federal law (including the laws of the State of Delaware)), if any, pertaining to general releases after having been advised by their legal counsel with respect thereto. Each Note Party acknowledges and agrees on behalf of themselves and the Releasing Parties that the waivers described herein were bargained for separately. For the avoidance of doubt, the Note Parties signatory hereto represent that they are authorized to provide this release to the Released Parties on behalf of themselves and the Releasing Parties.

**(b)** From and after the Conversion Time, each Noteholder, on behalf of itself and its present and former parents, subsidiaries, affiliates, officers, directors, shareholders, managers, members, agents, representatives, permitted successors, and permitted assigns (collectively, "Noteholder Releasors") hereby releases, waives, and forever discharges the Company, Parent and their respective present and former, direct and indirect, parents, subsidiaries, affiliates, employees, officers, directors, shareholders, managers, members, agents, representatives, permitted successors, and permitted assigns (collectively, "Noteholder Releasees") of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty, or equity (collectively, "Noteholder Claims"), which any of such Noteholder Releasors ever had, now have, or hereafter can, shall, or may have against any of such Noteholder Releasees for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time through the Conversion Time arising out of or relating specifically to such Noteholder's Note; provided, however, that this release does not extend to any Claim to enforce the terms of, or any breach of, this Agreement or any other Transaction Documents (as defined in the Merger Agreement) or any Claim that cannot be released as a matter of Law. Each Noteholder acknowledges that the laws of many states provide substantially the following: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Each Noteholder acknowledges that such provisions are designed to protect a person from waiving Noteholder Claims which such person does not know exist or may exist. As to each and every Noteholder Claim released hereunder, each Noteholder hereby represents that it has received the advice of legal counsel with regard to the releases contained herein, and having been so advised, agrees that it shall be deemed to waive the benefit of any such provision (including, without limitation, Section 1542 of the Civil Code of California and each other similar provision of applicable state or federal law (including the laws of the State of Delaware)), if any, pertaining to general releases after having been advised by their legal counsel with respect thereto. Each Noteholder acknowledges and agrees on behalf of themselves and the Noteholder Releasors that the waivers described herein were bargained for separately. For the avoidance of doubt, the Noteholder signatory hereto represent that they are authorized to provide this release to the Noteholder Releasees on behalf of themselves and the Noteholder Releasors.

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

**Section 8. Miscellaneous.**

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

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

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

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

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

**8.6 Governing Law; Jurisdiction.**

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

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

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

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

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

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

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

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

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

with copies (which shall not constitute notice) to:

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

[*Signature pages follow*]

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

**PARENT**

Apogee Parent Inc.

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

**MERGER SUB**

Apogee Merger Sub Inc.

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

**NOTEHOLDERS**

JMCM Holdings, LLC

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

MH Orbit LLC

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

Notice Information

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

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

SherpaVentures Fund II, LP

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

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

Notice Information

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

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

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

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

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

Notice Information

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

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

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

/s/ Adam P. London

Adam P. London

Notice Information

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

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

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

RBH Ventures Astra SPV, LLC

By: RBH Ventures, Ltd., its Manager

By: Synchronicity Holdings, LLC, general partner of the Manager

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

Notice Information

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

Astera Institute

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

Notice Information

Astera Institute
2625 Alcatraz Ave #201
Berkeley, CA 94705

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

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

**SCHEDULE 1**

**Notes**

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

**EXHIBIT A**

FORM OF JOINDER

[_____], 20[__]

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

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

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

Ladies and Gentlemen:

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

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

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

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

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

*[Signature pages follow]*

Very truly yours,

[_____]

By: _____
Name:
Title:

Notice Information

[_____]

Attention: _____

Address:

_____

_____

E-mail: _____

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

[_____]

Attention: _____

Address:

_____

_____

E-mail: _____]

Acknowledged and Agreed
as of the date first written above:

**MERGER SUB**

Apogee Merger Sub Inc.

By: _____
Name:
Title:

By: _____
Name:
Title:

**PARENT**

Apogee Parent Inc.

By: _____
Name:
Title:

**Annex I**

**Note**

| Noteholder | Certificate No. | Stated Principal Amount |
|---|---|---|
| | A-___ | |

**Exhibit 7**

*Execution Version*

# INTERIM INVESTORS' AGREEMENT

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

## BACKGROUND

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

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

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

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

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

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

## ARTICLE I
## EQUITY COMMITMENTS; CONTRIBUTION

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

Section 1.2 **Equity Commitments**.

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

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

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

## ARTICLE II
## EQUITY INTERESTS

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE III
## INTERIM GOVERNANCE; OTHER AGREEMENTS AMONG INVESTORS

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

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

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

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

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

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

Section 3.2 **Expenses**.

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

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

Section 3.3 **Approvals.**

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

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

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

Section 3.4 **Required Information**.

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

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

Section 3.5 **Certain Representations and Warranties**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3.6 **Additional Covenants.**

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

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

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

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

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

## ARTICLE IV
## CLOSING ARRANGEMENTS

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

ARTICLE V
MISCELLANEOUS

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

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

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

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

Section 5.5 **Governing Law; Jurisdiction**.

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

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

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

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

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

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

Section 5.10 **Confidentiality.**

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

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

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

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

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

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

Section 5.14 **Termination**.

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

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

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

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

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

If to Parent or Merger Sub:

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

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

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

[*Signature pages follow*]

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

**PARENT**

APOGEE PARENT INC.

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

**MERGER SUB**

APOGEE MERGER SUB INC.

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

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

**FOUNDER**

CHRIS C. KEMP

By: /s/ Chris C. Kemp

Notice Information

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

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

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

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

**FOUNDER**

DR. ADAM P. LONDON

By: /s/ Adam P. London

Notice Information

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

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

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

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

**KEY INVESTOR**

JMCM HOLDINGS, LLC

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

MH ORBIT LLC

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

JW 16 LLC

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

Notice Information

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

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

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

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

**KEY INVESTOR**

SHERPAVENTURES FUND II, LP

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

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

Notice Information

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

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

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

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

**KEY INVESTOR**

Eagle Creek Capital, LLC

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

Notice Information

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

Attention: Scott Stanford

Email:

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

Address:

Attention:

Email:

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

**INVESTOR**

CHRIS KEMP LIVING TRUST, DATED FEBRUARY 10, 2021

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

Notice Information

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

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

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

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

**INVESTOR**

RBH VENTURES ASTRA SPV, LLC

By: RBH Ventures, Ltd., its Manager

By: Synchronicity Holdings, LLC, general partner of the Manager

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

Notice Information

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

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

**INVESTOR**

ASTERA INSTITUTE

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

Notice Information

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

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

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

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

**INVESTOR**

[●]

By: _____
Name: [●]
Title: [●]

Notice Information

[ADDRESS]
[ADDRESS]
Attention: [●]
Email: [●]

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

[●]
[ADDRESS]
[ADDRESS]
Attention: [●]
Email: [●]

**EXHIBIT A**

**Term Sheet**

[See attached]

**SCHEDULE A**

**Equity Commitment Letters**

[See attached]

**SCHEDULE B**

**Warrant Exchange Agreement**

[See attached]

**SCHEDULE C**

**Noteholder Conversion Agreement**

[See attached]

**Exhibit 8**

March [ ], 2024

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

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

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

Ladies and Gentlemen:

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

Section 1. **Party to the Interim Investors' Agreement**. The undersigned, Merger Sub and Parent hereby agree, as of the date first above written, that (a) the undersigned shall be an "Investor", the "Investors", a "Party" and the "Parties" for all purposes of the Interim Investors' Agreement to the same extent as each of the other Investors thereunder; (b) each reference in the Interim Investors' Agreement to an "Investor" and a "Party" shall also mean and be a reference to the undersigned; and (c) the undersigned shall be bound by the terms of the Interim Investors' Agreement to the same extent as each of the other Investors thereunder.

Section 2. **Representations and Warranties**. The undersigned hereby makes each representation and warranty set forth in Section 3.5(a) (*Certain Representations and Warranties*) of the Interim Investors' Agreement to the same extent as each other Investor.

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

Section 4. **Governing Law; Jurisdiction; Waiver of Jury Trial**. Sections 5.5 (*Governing Law; Jurisdiction*) and 5.6 (*Waiver of Jury Trial*) of the Interim Investors' Agreement are incorporated herein by reference and shall apply to this Joinder *mutatis mutandis*.

*[Signature pages follow]*

Very truly yours,

[INVESTOR]

By: _____
Name:
Title:

Notice Information

_____

_____

_____

*[Signature Page to Joinder to Interim Investors' Agreement]*

Acknowledged and Agreed
as of the date first written above:

**MERGER SUB**

Apogee Merger Sub Inc.

By: _____
Name: Chris C. Kemp
Title: Chief Executive Officer

**PARENT**

Apogee Parent Inc.

By: _____
Name: Chris C. Kemp
Title: Chief Executive Officer

*[Signature Page to Joinder to Interim Investors' Agreement]*

**Exhibit 9**

*Execution Version*

# WARRANT EXCHANGE AGREEMENT

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

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

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

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

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

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

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

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

## ARTICLE I
## AGREEMENT TO EXCHANGE

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

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

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

ARTICLE II
REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III
RELEASE

Section 3.1 **Release**. In consideration of the covenants, agreements and undertakings of the Parties under this Agreement, from and after the Exchange Closing, each Holder, on behalf of itself and its present and former parents, subsidiaries, affiliates, officers, directors, shareholders, managers, members, agents, representatives, permitted successors, and permitted assigns (collectively, "Releasors") hereby releases, waives, and forever discharges the Surviving Company, Parent and their respective present and former, direct and indirect, parents, subsidiaries, affiliates, employees, officers, directors, shareholders, managers, members, agents, representatives, permitted successors, and permitted assigns (collectively, "Releasees") of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty, or equity (collectively, "Claims"), which any of such Releasors ever had, now have, or hereafter can, shall, or may have against any of such Releasees for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time through the date of the Exchange Closing arising out of or relating specifically to its Existing Warrants; provided, however, that this release does not extend to any Claim to enforce the terms of, or any breach of, this Agreement or any other Transaction Document. Each Releasor acknowledges that the laws of many states provide substantially the following: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Each Releasor acknowledges that such provisions are designed to protect a person from waiving Claims which such person does not know exist or may exist. As to each and every Claim released hereunder, each Releasor hereby represents that it has received the advice of legal counsel with regard to the releases contained herein, and having been so advised, agrees that it shall be deemed to waive the benefit of any such provision (including, without limitation, Section 1542 of the Civil Code of California and each other similar provision of applicable state or federal law (including the laws of the State of Delaware)), if any, pertaining to general releases after having been advised by their legal counsel with respect thereto. Each Releasor acknowledges and agrees that the forgoing waivers were bargained for separately.

ARTICLE IV
TERMINATION

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

ARTICLE V
MISCELLANEOUS

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

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

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

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

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

Section 5.6 **Governing Law; Jurisdiction**.

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

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

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

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

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

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

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

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

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

with copies (which shall not constitute notice) to:

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

[*Signature pages follow*]

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

**PARENT**

Apogee Parent Inc.

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

**MERGER SUB**

Apogee Merger Sub Inc.

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

*{Signature Page to Warrant Exchange Agreement}*

**HOLDERS**

JMCM Holdings, LLC

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

MH Orbit LLC

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

Notice Information

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

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

SherpaVentures Fund II, LP

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

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

Notice Information

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

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

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

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

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

Notice Information

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

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

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

/s/ Adam P. London

Adam P. London

Notice Information

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

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

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

RBH VENTURES ASTRA SPV, LLC

By: RBH Ventures, Ltd., its Manager

By: Synchronicity Holdings, LLC, general partner of the Manager

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

Notice Information

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

ASTERA INSTITUTE

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

Notice Information

Astera Institute
2625 Alcatraz Ave #201
Berkeley, CA 94705

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

Acceleron Law Group LLP

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

**SCHEDULE 1**

**Warrants**

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

**EXHIBIT A**

FORM OF EXCHANGE WARRANT

*See attached.*

**EXHIBIT B**

FORM OF JOINDER

[_____], 20[__]

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

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

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

Ladies and Gentlemen:

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

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

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

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

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

[*Signature pages follow*]

Very truly yours,

[_____]

By: _____
Name:
Title:

Notice Information

[_____]

Attention: _____

Address:

_____

_____

E-mail: _____

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

[_____]

Attention: _____

Address:

_____

_____

E-mail: _____]

Acknowledged and Agreed
as of the date first written above:

**MERGER SUB**

Apogee Merger Sub Inc.

By: _____
Name:
Title:

By: _____
Name:
Title:

**PARENT**

Apogee Parent Inc.

By: _____
Name:
Title:

**Annex I**

**Warrant**

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

**Exhibit 13**

**JOINT FILING AGREEMENT**

This will confirm the agreement by and among the undersigned that the Schedule 13D filed with the Securities and Exchange Commission on or about the date hereof with respect to the beneficial ownership by the undersigned of the Class A Common Stock of Astra Space, Inc., organized under the laws of Delaware, is being filed and all amendments thereto will be filed, on behalf of each of the persons and entities named below in accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Dated: March 14, 2024

**Andrei Karkar**

By: /s/ Andrei Karkar
Name: Andrei Karkar

**ERAS Capital, LLC**

By: /s/ Andrei Karkar
Name: Andrei Karkar
Title: Chief Executive Officer