FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: **2024-03-12**
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SUBJECT COMPANY

Astra Space, Inc.

CIK:**1814329**| IRS No.: **141916687** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **SC 13D/A** | Act: **34** | File No.: **005-91610** | Film No.: **24740106**
SIC: **4700** Transportation services

Mailing Address
1900 SKYHAWK STREET
ALAMEDA CA 94501

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1900 SKYHAWK STREET
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FILED BY

SherpaVentures Fund II, LP

CIK:**1640276**| IRS No.: **000000000** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **SC 13D/A**

Mailing Address
505 HOWARD STREET,
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 4)*

Astra Space, Inc.

(Name of Issuer)

Class A Common Stock, Par Value $0.0001 per share

(Title of Class of Securities)

04634X 20 2

(CUSIP Number)

ACME, LLC
Attn: Mike Derrick, Chief Financial Officer
505 Howard Street, Suite 201
San Francisco, CA 94105
(415) 805-8507

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

March 7, 2024

(Date of Event Which Requires Filing of this Statement)

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

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

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

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

1. Names of Reporting Persons
SherpaVentures Fund II, LP

2.	Check the Appropriate Box if a Member of a Group (See Instructions)	
	(a)	☒(1)
	(b)	☐
3.	SEC Use Only	
4.	Source of Funds (See Instructions) WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 4,227,774 shares of Class A Common Stock (2)	
	8. Shared Voting Power 0	
	9. Sole Dispositive Power 4,227,774 shares of Class A Common Stock (2)	
	10. Shared Dispositive Power 0	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 4,227,774 shares of Class A Common Stock (2)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☒	
13.	Percent of Class Represented by Amount in Row (11) 19.8% of Class A Common Stock (16.9% of Common Stock) (3)	
14.	Type of Reporting Person (See Instructions) PN	

(1) This Schedule 13D is filed by SherpaVentures Fund II, LP ("ACME Fund II"), SherpaVentures Fund II GP, LLC ("ACME GP II"), Eagle Creek Capital, LLC ("Eagle Creek"), and Scott Stanford (together with ACME Fund II, ACME GP II and Eagle Creek, collectively, the "Reporting Persons"). The Reporting Persons may be deemed to be "group" with other securityholders of the Issuer, as described in Item 5 of this Schedule 13D.

(2) Consists of securities owned by ACME Fund II. As of the date of this filing, ACME Fund II directly held (i) 1,882,582 shares of Class A Common Stock; (ii) convertible promissory notes in the aggregate principal amount of $5,247,131, which were convertible, within 60 days of the date hereof, into an aggregate of 6,493,974 shares of Class A Common Stock (calculated as of March 6, 2024), subject to the restriction described below ("Convertible Notes"); and (iii) warrants exercisable for an aggregate of 2,212,768 shares of Class A Common Stock within 60 days of the date hereof, subject to the restriction described below ("Warrants"). The share numbers above represent the maximum number of shares of Class A Common Stock issuable upon conversion of the Convertible Notes and exercise of the Warrants, by virtue of provisions of the Warrants and Convertible Notes that limit the conversion of the Convertible Notes and the exercise of the Warrants to the extent that, upon giving effect to such conversion or exercise, the aggregate number of shares of common stock beneficially owned by ACME Fund II (together with its affiliates and other attribution parties) would exceed 19.99% of the number of shares of Class A Common Stock outstanding immediately after giving effect to the conversion or exercise (the "Exercise/Conversion Limitation"). Does not give effect to the application of the Exercise/Conversion Limitation to the extent that the Reporting Persons are deemed to be a "group" with other securityholders of the Issuer, as described in Item 5. Without giving effect to the Exercise/Conversion Limitation, ACME Fund II would beneficially own an aggregate of 10,589,324 shares of Class A Common Stock as of March 11, 2024.

(3) These percentages are based on a total of 22,706,536 shares of Common Stock (19,003,923 shares of Class A Common Stock and 3,702,613 shares of Class B Common Stock) outstanding as of February 26, 2024, as represented by the Issuer in the Merger Agreement (as defined herein), adjusted in accordance with rules of the Securities and Exchange Commission (the "SEC") and taking into account the Exercise/Conversion Limitation.

1.	Names of Reporting Persons SherpaVentures Fund II GP, LLC	
2.	Check the Appropriate Box if a Member of a Group (See Instructions)	
	(a)	☒(1)
	(b)	☐
3.	SEC Use Only	
4.	Source of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 4,227,774 shares of Class A Common Stock (2)	
	8. Shared Voting Power 0	
	9. Sole Dispositive Power 4,227,774 shares of Class A Common Stock (2)	
	10. Shared Dispositive Power 0	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 4,227,774 shares of Class A Common Stock (2)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☒	
13.	Percent of Class Represented by Amount in Row (11) 19.8% of Class A Common Stock (16.9% of Common Stock) (3)	
14.	Type of Reporting Person (See Instructions) OO	

(1) This Schedule 13D is filed by the Reporting Persons. The Reporting Persons may be deemed to be "group" with other securityholders of the Issuer, as described in Item 5 of this Schedule 13D.

(2) Consists of securities beneficially owned by ACME Fund II. As of the date of this filing, ACME Fund II directly held (i) 1,882,582 shares of Class A Common Stock; (ii) Convertible Notes in the aggregate principal amount of $5,247,131, which were convertible, within 60 days of the date hereof, into an aggregate of 6,493,974 shares of Class A Common Stock (calculated as of March 6, 2024), subject to the restriction described below; and (iii) Warrants exercisable for an aggregate of 2,212,768 shares of Class A Common Stock within 60 days of the date hereof, subject to the restriction described below. The share numbers above represent the maximum number of shares of Class A Common Stock issuable upon conversion of the Convertible Notes and exercise of the Warrants, by virtue of the Exercise/Conversion Limitation. ACME GP II is the general partner of ACME Fund II and may be deemed to have voting and investment authority over the shares held by ACME Fund II. Does not give effect to the application of the Exercise/Conversion Limitation to the extent that the Reporting Persons are deemed to be a "group" with other securityholders of the Issuer, as described in Item 5. Without giving effect to the Exercise/Conversion Limitation, ACME GP II would beneficially own an aggregate of 10,589,324 shares of Class A Common Stock as of March 11, 2024.

(3) These percentages are based on a total of 22,706,536 shares of Common Stock (19,003,923 shares of Class A Common Stock and 3,702,613 shares of Class B Common Stock) outstanding as of February 26, 2024, as represented by the Issuer in the Merger Agreement (as defined herein), adjusted in accordance with rules of the SEC and taking into account the Exercise/Conversion Limitation.

1.	Names of Reporting Persons Eagle Creek Capital, LLC	
2.	Check the Appropriate Box if a Member of a Group (See Instructions)	
	(a) ☒(1)	
	(b) ☐	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 33,536 shares of Class A Common Stock (2)	
	8. Shared Voting Power 0	
	9. Sole Dispositive Power 33,536 shares of Class A Common Stock (2)	
	10. Shared Dispositive Power 0	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 33,536 shares of Class A Common Stock (2)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☒	
13.	Percent of Class Represented by Amount in Row (11) 0.2% of Class A Common Stock (0.1% of Common Stock) (3)	
14.	Type of Reporting Person (See Instructions) OO	

(1) This Schedule 13D is filed by the Reporting Persons. The Reporting Persons may be deemed to be "group" with other securityholders of the Issuer, as described in Item 5 of this Schedule 13D.

(2) These shares are held by Eagle Creek. Mr. Stanford is the sole manager of Eagle Creek and may be deemed to have voting and investment authority over the shares held by Eagle Creek.

(3) These percentages are based on a total of 22,706,536 shares of Common Stock (19,003,923 shares of Class A Common Stock and 3,702,613 shares of Class B Common Stock) outstanding as of February 26, 2024, as represented by the Issuer in the Merger Agreement (as defined herein).

1.	Names of Reporting Persons Scott Stanford	
2.	Check the Appropriate Box if a Member of a Group (See Instructions)	
	(a)	☒ (1)
	(b)	☐
3.	SEC Use Only	
4.	Source of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization United States	
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 4,261,310 shares of Class A Common Stock (2)	
	8. Shared Voting Power 6,378 shares of Class A Common Stock (3)	
	9. Sole Dispositive Power 4,261,310 shares of Class A Common Stock (2)	
	10. Shared Dispositive Power 6,378 shares of Class A Common Stock (3)	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 4,267,688 shares of Class A Common Stock (2)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☒	
13.	Percent of Class Represented by Amount in Row (11) 19.99% of Class A Common Stock (17.0% of Common Stock) (4)	
14.	Type of Reporting Person (See Instructions) IN	

(1) This Schedule 13D is filed by the Reporting Persons. The Reporting Persons may be deemed to be "group" with other securityholders of the Issuer, as described in Item 5 of this Schedule 13D.

(2) Consists of (i) 33,536 shares held by Eagle Creek and (ii) 4,227,774 shares beneficially owned by ACME Fund II. As of the date of this filing, ACME Fund II directly held (i) 1,882,582 shares of Class A Common Stock; (ii) Convertible Notes in the aggregate principal amount of $5,247,131, which were convertible, within 60 days of the date hereof, into an aggregate of 6,493,974 shares of Class A Common Stock (calculated as of March 6, 2024), subject to the restriction described below; and (iii) Warrants exercisable for an aggregate of 2,212,768 shares of Class A Common Stock within 60 days of the date hereof, subject to the restriction described below. The share numbers above represent the maximum number of shares of Class A Common Stock issuable upon conversion of the Convertible Notes and exercise of the Warrants, by virtue of Exercise/Conversion Limitation. Mr. Stanford is the sole manager of ACME GP II and Eagle Creek and may be deemed to have voting and investment authority over the shares held by ACME Fund II and Eagle Creek. Does not give effect to the application of the Exercise/Conversion Limitation to the extent that the Reporting Persons are deemed to be a "group" with other securityholders of the Issuer, as described in Item 5. Without giving effect to the Exercise/Conversion Limitation, Mr. Stanford would beneficially own an aggregate of 10,629,238 shares of Class A Common Stock as of March 11, 2024.

(3) Consists of 6,378 shares held by ACME, LLC, which shares were previously received by Mr. Stanford upon the vesting of equity awards Mr. Stanford received for service on the Issuer's Board of Directors. Pursuant to an arrangement with ACME, LLC, such shares were previously held by Mr. Stanford for the benefit of ACME, LLC.

(4) These percentages are based on a total of 22,706,536 shares of Common Stock (19,003,923 shares of Class A Common Stock and 3,702,613 shares of Class B Common Stock) outstanding as of February 26, 2024, as represented by the Issuer in the Merger Agreement (as defined herein), adjusted in accordance with rules of the SEC and taking into account the Exercise/Conversion Limitation.

Explanatory Note: This Amendment No. 4 ("Amendment No. 4"), which amends the Schedule 13D filed with the Securities and Exchange Commission (the "SEC") on July 12, 2021, and amended on October 23, 2023, November 9, 2023 and November 27, 2023 (as amended, the "Original Schedule 13D") filed on behalf of SherpaVentures Fund II, LP ("ACME Fund II"), SherpaVentures Fund II GP, LLC ("ACME GP II"), Eagle Creek Capital, LLC ("Eagle Creek") and Scott Stanford (together with ACME Fund II, ACME GP II and Eagle Creek, collectively, the "Reporting Persons") relates to the Class A Common Stock, par value $0.0001 per share ("Class A Common Stock") of Astra Space, Inc., a Delaware corporation (the "Issuer"). Information reported in the Original Schedule 13D remains in effect except to the extent that it is amended, restated or superseded by information contained in this Amendment. Capitalized terms used but not defined in this Amendment have the respective meanings set forth in the Original Schedule 13D. All references in the Original Schedule 13D and this Amendment shall be deemed to refer to the Original Schedule 13D as amended and supplemented by this Amendment No. 4.

Item 4. Purpose of Transaction

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

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 ("Merger Sub"), entered into an Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which, among other things, on the terms and subject to the conditions set forth therein, Merger Sub will merge with and into the Issuer (the "Merger"), with the Issuer surviving the Merger as a wholly owned subsidiary of Parent (the "Surviving Company"). Parent and Merger Sub were formed by the Issuer's founders, Chris Kemp, the Issuer's chief executive officer, chairman and a director, and Adam London, the Issuer's chief technology officer and a director (collectively, including their respective affiliates, the "Specified Stockholders"). Mr. Kemp and Dr. London are the sole holders of all outstanding shares of Class B common stock, par value $0.0001, of the Issuer (each, a "Class B Share"). The Class B Shares constitute approximately 66% of the total voting power of the Issuer.

At the effective time of the Merger (the "Effective Time"), on the terms and subject to the conditions set forth in the Merger Agreement, each Common Share 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 "Merger Consideration"). Immediately prior to the Effective Time, all of the Class B Shares held by the Specified Stockholders will be converted into an equal number of Class A Shares, and the resulting Class A shares, together with all of the other Class A Shares held by the Specified Stockholders and certain other holders of Class A shares, 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 Class B are shares issued and outstanding.

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

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

Equity Commitment

Concurrently with the Merger Agreement, pursuant to a series of equity commitment letters, dated March 7, 2024 with Parent and Merger Sub (collectively, the "Equity Commitment Letters"), Mr. Kemp, Dr. London, ACME Fund II, Eagle Creek, and certain other investors (collectively, the "Equity Commitment Parties") have severally agreed to provide equity financing to Parent in the amounts specified in their Equity Commitment Letters, for a total aggregate value of approximately $28.8 million, on the terms and subject to the conditions contained in the Equity Commitment Letters. Pursuant to the Equity Commitment Letters, ACME Fund II and Eagle Creek have irrevocably committed to make a capital contribution to Parent , at or substantially concurrently with the closing of the Merger, in accordance with the terms and subject to the conditions set forth in the Equity Commitment Letter, in the amounts of $941,291 and $7,547, respectively. The Commitment Parties' commitments may be satisfied, in each of their sole discretion, by (i) a cash contribution to Parent, (ii) a contribution to Parent of Class A Shares held by such Equity Commitment Party, or (iii) a combination of the foregoing. For purposes of determining the value of an Equity Commitment Party's contribution pursuant to the foregoing clauses (ii) and (iii), each Class A Share contributed by an Equity Commitment Party will be ascribed a value equal to the Merger Consideration. Each of ACME Fund II and Eagle Creek presently intend to fulfill their respective equity commitments through the contribution of their respective holdings of Class A Shares to Parent.

Treatment of Convertible Notes and Warrants

In connection with the Merger Agreement, on March 7, 2024, the holders of all outstanding Convertible Notes, including ACME Fund II, entered into a noteholder conversion agreement with Parent and 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 Merger becomes effective, be converted into shares of Series A preferred stock, par value $0.0001 per share, of Parent (the "Parent Series A Preferred Stock"). The total number of shares of Parent Series A Preferred Stock issuable to each Noteholder with respect to each Convertible Note of such Noteholder shall be calculated by dividing (a) the sum of (i) the principal amount of such Convertible Note (which shall include the aggregate amount of PIK Interest (as defined in the Form of Senior Secured Convertible Note due 2025) capitalized thereto prior to the date on which the Conversion occurs pursuant to the terms of such Convertible Note, to but excluding, the date on which the Conversion occurs) by (b) $0.404; provided, however, that if such number of shares of Parent Series A Preferred Stock issuable upon the conversion of such Convertible Note is not a whole number, then such number of shares of Parent Series A Preferred Stock shall be rounded up to the nearest whole number. As of March 7, 2024, ACME Fund II held $5,247,131 stated principal amount (including accrued PIK interest) of Convertible Notes.

Also in connection with the Merger Agreement, on March 7, 2024, the holders of the Warrants, including ACME Fund II, entered into a warrant exchange agreement with Parent and 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 Merger becomes effective, be exchanged for warrants to purchase shares of Parent Series A Preferred Stock, after which each of the existing Warrants will be terminated. Specifically, ACME Fund II will receive a new warrant in substantially the form attached as Exhibit A to the Warrant Exchange Agreement, to purchase 4,425,536 shares of Parent Series A Preferred Stock, at an initial exercise price of $0.404 per share of Parent Series A Preferred Stock, which will be immediately exercisable.

Treatment of Outstanding Issuer RSU Awards

Pursuant to the Merger Agreement, at the Effective Time, each outstanding restricted stock unit with respect to Class A Shares granted under the Issuer Incentive Plan (an "Issuer RSU Award") held by any director of the Issuer who is not an employee of the Issuer, including Mr. Stanford (a "Director RSU Award"), will be accelerated in full. Pursuant to an arrangement with ACME, LLC, the investment adviser to ACME Fund II, Mr. Stanford holds the Director RSU Award for the benefit of ACME, LLC. Mr. Stanford currently intends to contribute the Class A Shares he receives upon acceleration of the vesting of the Director RSU Award to Parent in exchange for equity in Parent pursuant to a rollover agreement.

Interim Investors' Agreement

Also in connection with the Merger, each of Parent, Merger Sub, Mr. Kemp, Dr. London, and ACME Fund II, LP, JMCM Holdings LLC ("JMCM"), MH Orbit LLC ("MH Orbit"), JW 16 LLC ("JW 16" and, together with ACME Fund II, JMCM and MH Orbit,

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

Limited Waiver and Consent to Senior Secured Convertible Notes

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

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

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

Closing Conditions

The obligation of the parties to consummate the Merger is subject to various conditions, including: (i) adoption of the Merger Agreement by holders of (a) a majority of the outstanding Class A Shares and Class B Shares entitled to vote thereon, voting as a single class, and 66⅔% of the outstanding Class B Shares, voting as a separate class; (ii) the absence of any judgment or law prohibiting the consummation of the 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 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 Merger Agreement. Following the execution of the Merger Agreement, the Specified Stockholders executed and delivered to the Issuer a written consent adopting the Merger Agreement and approving the Merger (the "Stockholder Consent"), and Parent, in its capacity as the sole stockholder of Merger Sub, executed and delivered to the Issuer a written consent approving the Merger Agreement and the Merger, thereby providing all required stockholder approvals for the Merger.

Delisting of Shares of Common Stock

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

The Merger Agreement and the above description of the Merger Agreement have been included to provide investors with information regarding the terms of the 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 Merger Agreement were made only for purposes of the Merger Agreement and as of specific dates, were solely for the benefit of the parties to the Merger Agreement and may be subject to limitations agreed upon by the parties in connection with negotiating the terms of the 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 Merger Agreement, which subsequent information may or may not be fully reflected in public disclosures by the Issuer. The 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 Merger, the transaction statement on Schedule 13E-3 to be filed by the Issuer, Parent and certain other persons in connection with the 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 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 Merger Agreement, a copy of which is attached hereto as Exhibit E and incorporated herein by reference in its entirety.

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

Item 5. Interests in Securities of the Issuer

Item 5 of the Original Schedule 13D is hereby amended and restated in its entirety as follows:

The information contained in Item 3 of this Schedule 13D is incorporated by reference herein.

(a), (b) The responses of the Reporting Persons with respect to Rows 7 through 13 of their respective cover pages to this Schedule 13D are incorporated herein by reference.

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

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

(ii) Chris Kemp and the Kemp Trust. Mr. Kemp may be deemed to beneficially own 1,932,101 shares of Class A Common Stock, subject to the Beneficial Ownership Limitation as applied to the group. This amount includes (i) 1,806,376 shares of Class B Common Stock and (ii) 72,753 options that are exercisable or will be exercisable for Class A Common Stock within the next 60 days, and excludes an aggregate of approximately 2,753,347 shares of Class A Common Stock underlying Convertible Notes and Company Warrants;

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

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

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

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

(vii) Alexander Morcos, Baldo Fodera, JMCM and MH Orbit, who may be deemed to beneficially own, in the aggregate, 199,399 shares of Class A Common Stock by virtue of the Beneficial Ownership Limitation as applied to the group. This excludes an aggregate of approximately 24,362,237 shares of Class A Common Stock underlying Convertible Notes and Warrants.

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

Collectively, the "group" may be deemed to beneficially own an aggregate of 5,995,925 shares of Class A Common Stock, representing approximately 26.3% of the shares of Class A Common Stock outstanding, as calculated in accordance with Rule 13d-3(d)(1)(i) under the Act and subject to the Beneficial Ownership Limitation as applied to the group. As a member of a "group" with an aggregate beneficial ownership of Class A Common Stock that exceeds 19.99%, ACME Fund II, LP may be restricted by the Exercise/ Conversion Limitation from exercising any of its Warrants and converting its Convertible Notes.

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

The beneficial ownership percentages are based on a total of 22,706,536 shares of Common Stock (19,003,923 shares of Class A Common Stock and 3,702,613 shares of Class B Common Stock) outstanding as of February 26, 2024, as represented by the Issuer in the Merger Agreement, adjusted in accordance with rules of the SEC and taking into account the Exercise/Conversion Limitation.

(c) On February 9, 2024, pursuant to an arrangement with ACME, LLC, Mr. Stanford transferred, for no consideration, 6,378 shares of Class A Common Stock to ACME, LLC, which shares he previously held for the benefit of ACME, LLC. Except as set forth in this Schedule 13D, none of the Reporting Persons has engaged in any transaction with respect to the Class A Common Stock since the date of the filing of Amendment No. 3 to the Schedule 13D.

(d) To the best knowledge of the Reporting Persons, no one other than the Reporting Persons, or the members, affiliates or shareholders of the Reporting Persons, is known to have the right to receive, or the power to direct the receipt of, dividends from, or proceeds from the sale of, the shares of Class A Common Stock reported herein as beneficially owned by the Reporting Persons.

(e) Not applicable.

Information responsive to this Item 5 with respect to the Listed Persons is included in Schedule I hereto and incorporated by reference herein.

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

Item 6 of the Original Schedule 13D is hereby amended and supplemented by adding the following at the end of Item 6:

The information in Item 4 is incorporated herein by reference.

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

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

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

Item 7. Material to Be Filed as Exhibits

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

E.	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.*
F.	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 (File No. 1-39426), filed on March 1, 2024)
G.	Equity Commitment Letter, dated March 7, 2024, from SherpaVentures Fund II, LP to Apogee Parent Inc.
H.	Equity Commitment Letter, dated March 7, 2024, from Eagle Creek, LLC to Apogee Parent Inc.
I.	Warrant Exchange Agreement, dated as of March 7, 2024, by and among Apogee Parent Inc., Apogee Merger Sub Inc., and each of the holders listed on Schedule 1 thereto.*
J.	Noteholder Conversion Agreement, dated as of March 7, 2024, by and among Apogee Parent Inc., Apogee Merger Sub Inc., and each of the Noteholders listed on Schedule 1 attached thereto.
K.	Interim Investors' Agreement, dated as of March 7, 2024, by and among Apogee Parent Inc., Apogee Merger Sub Inc., Chris C. Kemp, Adam London, MH Orbit LLC, JMCM Holdings LLC, JW 16 LLC, SherpaVentures Fund II, LP, and the other parties appearing on the signature pages thereto.*
L.	Limited Waiver and Consent.*

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

SIGNATURES

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

Date: March 11, 2024

SHERPAVENTURES FUND II, LP

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

By: /s/ Scott Stanford
Scott Stanford, Manager

SHERPAVENTURES FUND II GP, LLC

By: /s/ Scott Stanford
Scott Stanford, Manager

EAGLE CREEK CAPITAL, LLC

By: /s/ Scott Stanford
Scott Stanford, Manager

/s/ Scott Stanford

SCOTT STANFORD

The original statement shall be signed by each person on whose behalf the statement is filed or his authorized representative. If the statement is signed on behalf of a person by his authorized representative (other than an executive officer or general partner of the filing person), evidence of the representative's authority to sign on behalf of such person shall be filed with the statement: provided, however, that a power of attorney for this purpose which is already on file with the Commission may be incorporated by reference. The name and any title of each person who signs the statement shall be typed or printed beneath his signature.

Attention: Intentional misstatements or omissions of fact constitute Federal criminal violations (See 18 U.S.C. 1001)

Schedule I

Manager of SherpaVentures Fund II GP, LLC and Eagle Creek Capital, LLC

Scott Stanford
c/o ACME, LLC
505 Howard Street, Suite 201
San Francisco, CA 94105
Principal Occupation: venture capital investment business
Citizenship: United States of America

Exhibit E

AGREEMENT AND PLAN OF MERGER

By and Among

ASTRA SPACE, INC.,

APOGEE PARENT INC.

and

APOGEE MERGER SUB INC.

Dated as of March 7, 2024

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This AGREEMENT AND PLAN OF MERGER (this "Agreement") dated as of March 7, 2024, among Astra Space, Inc., a Delaware corporation (the "Company"), Apogee Parent Inc., a Delaware corporation ("Parent"), and Apogee Merger Sub Inc., a Delaware corporation and a wholly owned Subsidiary of Parent ("Merger Sub"). Capitalized terms used but not defined elsewhere in this Agreement shall have the meanings set forth in Section 8.12.

WHEREAS the parties hereto intend that, on the terms and subject to the conditions set forth in this Agreement and in accordance with the Delaware General Corporation Law (the "DGCL"), Merger Sub will merge with and into the Company, with the Company surviving such merger as a wholly owned Subsidiary of Parent (the "Merger");

WHEREAS the Board of Directors of the Company (the "Company Board") established a special committee of the Company Board consisting only of independent and disinterested directors of the Company (the "Special Committee") to, among other things, review, evaluate and negotiate this Agreement and the Transactions and make a recommendation to the Company Board as to whether the Company should enter into this Agreement;

WHEREAS the Special Committee has unanimously (a) determined that this Agreement and the Transactions, including the Merger, on the terms and subject to the conditions set forth herein, are advisable, fair to and in the best interests of the Company and the Public Stockholders and (b) recommended that the Company Board (i) approve this Agreement and the Transactions, including the Merger, and (ii) recommend adoption and approval of this Agreement and the Transactions, including the Merger, to the stockholders of the Company (such recommendation, the "Special Committee Recommendation");

WHEREAS the Company Board (with Chris Kemp, Adam London and Scott Stanford abstaining from voting on the approval of the Transactions, including the Merger), acting on the Special Committee Recommendation, has (a) determined that this Agreement and the Transactions, including the Merger, on the terms and subject to the conditions set forth herein, are advisable, fair to and in the best interests of the Company and its stockholders, (b) declared this Agreement and the Transactions, including the Merger, advisable, (c) approved this Agreement, the execution and delivery by the Company of this Agreement, the performance by the Company of the covenants and agreements contained herein and the consummation of the Transactions, including the Merger, on the terms and subject to the conditions contained herein and (d) resolved to recommend adoption and approval of this Agreement and the Transactions, including the Merger, to the stockholders of the Company (such recommendation, the "Company Board Recommendation");

WHEREAS the Board of Directors of Parent (the "Parent Board") has (a) determined that this Agreement and the Transactions, including the Merger, on the terms and subject to the conditions set forth herein, are advisable, fair to and in the best interests of Parent and its stockholders, (b) declared this Agreement and the Transactions, including the Merger, advisable and (c) approved this Agreement, the execution and delivery by Parent of this Agreement, the performance by Parent of the covenants and agreements contained herein and the consummation of the Transactions, including the Merger, on the terms and subject to the conditions contained herein;

WHEREAS the Board of Directors of Merger Sub (the "Merger Sub Board") has unanimously (a) determined that this Agreement and the Transactions, including the Merger, on the terms and subject to the conditions set forth herein, are advisable, fair to and in the best interests of Parent (in its capacity as the sole stockholder of Merger Sub) and Merger Sub, (b) declared this Agreement and the Transactions, including the Merger, advisable, (c) approved this Agreement, the execution and delivery by Merger Sub of this Agreement, the performance by Merger Sub of the covenants and agreements contained herein and the consummation of the Transactions, including the Merger, on the terms and subject to the conditions contained herein and (d) resolved to recommend adoption and approval of this Agreement and the Transactions, including the Merger, to Parent (in its capacity as the sole stockholder of Merger Sub);

WHEREAS as promptly as practicable following the execution and delivery of this Agreement (and in any event within 24 hours), Parent will execute and deliver, in its capacity as the sole stockholder of Merger Sub, a written consent adopting and approving this Agreement and the Transactions, including the Merger (the "Merger Sub Stockholder Approval"); and

WHEREAS the Company, Parent and Merger Sub desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also to prescribe various conditions to the Merger.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

ARTICLE I
The Merger

SECTION 1.01. Merger. On the terms and subject to the conditions set forth in this Agreement, and pursuant to and in accordance with the provisions of the DGCL, at the Effective Time, Merger Sub shall be merged with and into the Company, the separate corporate existence of Merger Sub shall thereupon cease, and the Company shall be the surviving company in the Merger (such surviving company, the "Surviving Company").

SECTION 1.02. Merger Effective Time. As soon as practicable on the Closing Date, on the terms and subject to the conditions set forth in this Agreement, the Company, Parent and Merger Sub will cause the Merger to be consummated by filing a certificate of merger executed in accordance with, and in such form as is required by, the relevant provisions of the DGCL (the "Certificate of Merger") and shall deliver and tender, or cause to be delivered or tendered, as applicable, any Taxes and fees and make all other filings, recordings or publications required under the DGCL in connection with the Merger. The Merger shall become effective at the time that the Certificate of Merger is filed with the Secretary of State of the State of Delaware (the "Secretary of State") or, to the extent permitted by applicable

Law, at such later time as is agreed to by Parent and the Company prior to the filing of the Certificate of Merger and specified in the Certificate of Merger (the time at which the Merger becomes effective is herein referred to as the "Effective Time").

SECTION 1.03. Effects of Merger. From and after the Effective Time, the Merger shall have the effects set forth in this Agreement and the applicable provisions of the DGCL.

SECTION 1.04. Charter and Bylaws of the Surviving Company. At the Effective Time, the certificate of incorporation and bylaws of the Company, as in effect immediately prior to the Effective Time, shall be amended and restated as of the Effective Time to be in the form of the certificate of incorporation attached hereto as Exhibit A and the bylaws of Merger Sub as in effect on the date hereof (except that each reference to Apogee Merger Sub Inc. therein shall be replaced with a reference to Astra Space, Inc. and the bylaws shall reflect such changes as shall be necessary to comply with Section 5.13 (collectively, the "Surviving Company Organizational Documents"), respectively, and as so amended and restated shall be the certificate of incorporation and bylaws of the Surviving Company until thereafter amended as provided therein or by applicable Law and in each case consistent with the obligations set forth in Section 5.13.

SECTION 1.05. Board of Directors and Officers of Surviving Company. The directors of Merger Sub immediately prior to the Effective Time shall be the directors of the Surviving Company until their respective successors are duly elected or appointed and qualified or their earlier death, resignation or removal, in each case in accordance with the Surviving Company Organizational Documents and applicable Law. The officers of the Company in office immediately prior to the Effective Time shall be the officers of the Surviving Company until their respective successors are elected or appointed and qualified or their earlier death, resignation or removal, in each case in accordance with the Surviving Company Organizational Documents and applicable Law.

SECTION 1.06. Closing. The closing of the Merger (the "Closing") shall take place at 8:00 a.m. (New York City time) on the second business day following the satisfaction or waiver (to the extent such waiver is permitted herein and by applicable Law) of the conditions set forth in Article VI (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver (to the extent such waiver is permitted herein and by applicable Law) of those conditions at such time), at the offices of Pillsbury Winthrop Shaw Pittman LLP, 31 West 52nd Street, New York, New York 10019 or remotely by exchange of documents and signatures (or their electronic counterparts), unless another date, time or place is agreed to in writing by Parent and the Company. The date on which the Closing occurs is referred to in this Agreement as the "Closing Date".

ARTICLE II
Effect on the Share Capital of the Constituent Entities; Payment of Consideration; Establishment of Segregated Account

SECTION 2.01. Effect of Merger on the Share Capital of Merger Sub and the Company. At the Effective Time, by virtue of the occurrence of the Merger, and without any action on the part of the Company, Parent, Merger Sub or any holder of any equity thereof:

(a) Conversion of Merger Sub Shares. Each common share, par value $0.0001 per share, of Merger Sub (each, a "Merger Sub Share") issued and outstanding immediately prior to the Effective Time shall automatically be converted into and become one authorized, validly issued, fully paid and nonassessable share of common stock, par value $0.0001 per share, of the Surviving Company.

(b) Cancellation of Certain Shares. Each issued share of Class A common stock, par value $0.0001 per share, of the Company (each, a "Class A Share") and each issued share of Class B common stock, par value $0.0001 per share, of the Company (each, a "Class B Share" and, together with the Class A Shares, the "Common Shares") owned by the Company as treasury shares immediately prior to the Effective Time shall automatically be canceled and shall cease to exist and no consideration shall be delivered in exchange therefor. Each Common Share issued and outstanding immediately prior to the Effective Time and owned by (i) any direct or indirect wholly owned Subsidiary of the Company, or (ii) Parent, Merger Sub, or any direct or indirect wholly owned Subsidiary of Parent or Merger Sub (including in connection with Section 2.01(d)), in each case, shall automatically be canceled and shall cease to exist and be outstanding and no consideration shall be delivered in exchange therefor.

(c) Conversion of Certain Common Shares.

(i) Each Common Share that is issued and outstanding immediately prior to the Effective Time (other than (A) the Class A Rollover Shares, (B) any Common Shares canceled pursuant to Section 2.01(b) and (C) any Dissenting Shares) (such Common Shares, the "Converted Shares") shall automatically be canceled and converted into the right to receive an amount in cash equal to $0.50, without interest (the "Merger Consideration").

(ii) As of the Effective Time, all Converted Shares shall no longer be issued and outstanding and shall automatically be canceled and shall cease to exist, and each holder of (A) a certificate that immediately prior to the Effective Time evidenced any Converted Shares (each, a "Certificate") or (B) any Converted Shares that were uncertificated and represented by book-entry immediately prior to the Effective Time (each, a "Book-Entry Share"), in each case of clauses (A) and (B), shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration (less any applicable withholding Taxes pursuant to Section 2.02(g)) pertaining to the Converted Shares represented by such Certificate or Book-Entry Share, as applicable, to be paid in consideration therefor in accordance with this Section 2.01(c), and the right to receive dividends and other distributions in accordance with this Article II, in each case without interest.

(d) Rollover Shares. At the Effective Time, each (i) Class A Share and (ii) Class A Share subject to the Director RSU Award that has vested pursuant to Section 2.03(b), that is issued and outstanding immediately prior to the Effective Time and held by Parent or its Affiliates as of immediately prior to the Effective Time (the "Class A Rollover Shares") as a result of having been acquired by Parent of its Affiliates pursuant to a rollover agreement in a form mutually acceptable to Parent and the Company (each a "Rollover Agreement") or in connection with the funding of a capital commitment set forth in an Equity Commitment Letter shall be canceled and shall cease to exist (the "Rollover") in accordance with Section 2.01(b); provided that the Rollover shall be permitted only if, as of immediately prior to the Effective Time, no Class B Shares are issued and outstanding (whether as a result of the redemption of such shares or the conversion of such shares into Class A Shares prior to such time).

SECTION 2.02. Exchange Fund. (a) Paying Agent. Not less than ten (10) business days prior to the anticipated Closing Date, Parent shall designate a bank or trust company reasonably acceptable to the Company to act as agent (the "Paying Agent") for the payment and delivery of the aggregate Merger Consideration in accordance with this Article II and, in connection therewith, Parent and the Company shall enter into an agreement with the Paying Agent prior to the Closing Date in a form reasonably acceptable to Parent and the Company. At or prior to the Effective Time, Parent or Merger Sub shall deposit or cause to be deposited with the Paying Agent an amount in cash sufficient to pay the aggregate Merger Consideration (the "Exchange Fund"). Pending its disbursement in accordance with this Section 2.02, the Exchange Fund shall be invested by the Paying Agent as directed by Parent in (i) short-term direct obligations of the United States, (ii) short-term obligations for which the full faith and credit of the United States is pledged to provide for the payment of principal and interest, (iii) short-term commercial paper rated the highest quality by either Moody's Investors Service, Inc. or Standard and Poor's Ratings Services or (iv) certificates of deposit, bank repurchase agreements or banker's acceptances of commercial banks with capital exceeding $5 billion. Any and all interest earned on the funds in the Exchange Fund shall be paid by the Paying Agent to Parent. No investment losses resulting from investment of the funds deposited with the Paying Agent shall diminish the rights of any holder of Converted Shares to receive the Merger Consideration in accordance with this Article II. To the extent that there are investment losses or the Exchange Fund otherwise diminishes below the level necessary for the payment and delivery of the aggregate Merger Consideration in accordance with this Article II, Parent shall promptly deposit or cause to be deposited additional amounts in cash in immediately available funds with the Paying Agent for the Exchange Fund as necessary to ensure that the Exchange Fund is at all relevant times at the level necessary for the payment and delivery of the aggregate Merger Consideration in accordance with this Article II. The Exchange Fund shall not be used for any purpose other than the payment of the Merger Consideration or payment to the Surviving Company as contemplated in this Section 2.02.

(b) Letter of Transmittal; Exchange of Class A Shares. As soon as practicable after the Effective Time (but in no event later than three (3) business days after the Effective Time), the Surviving Company or Parent shall cause the Paying Agent to mail to each holder of record of a Certificate a form of letter of transmittal (which (i) shall specify that delivery of a Certificate shall be effected, and risk of loss and title to such Certificate shall pass, only upon delivery of such Certificate to the Paying Agent and (ii) shall be in such form and have such other customary provisions as the Surviving Company may specify, subject to Parent's consent (such consent not to be unreasonably withheld, conditioned or delayed)), together with instructions thereto, setting forth, *inter alia*, the procedures by which holders of Certificates may receive the applicable Merger Consideration and any dividends or other distributions to which they are entitled pursuant to this Article II. Upon the completion of such applicable procedures by a holder and the surrender of such holder's Certificate and without any action by any holder of record of Book-Entry Shares, the Paying Agent shall deliver to each such holder (other than to any holder in respect of Dissenting Shares), (A) a notice of the effectiveness of the Merger and (B) in the case

of Converted Shares represented by Certificates and Book-Entry Shares, cash in an amount (subject to Section 2.02(g)) equal to the number of Converted Shares represented by such Certificate or Book-Entry Shares immediately prior to the Effective Time multiplied by the Merger Consideration to which such holder is entitled under this Article II, and such Certificates or Book-Entry Shares shall forthwith be canceled. If payment of the applicable Merger Consideration is to be made to a Person other than the Person in whose name a Certificate surrendered is registered, it shall be a condition of payment that (x) the Certificate so surrendered shall be properly endorsed or shall otherwise be in proper form for transfer and (y) the Person requesting such payment shall have established to the reasonable satisfaction of the Surviving Company and Parent that any transfer and other Taxes required by reason of the payment of the applicable Merger Consideration to a Person other than the registered holder either has been paid or is not applicable. Until satisfaction of the applicable procedures contemplated by this Section 2.02 and subject to Section 2.06, each Certificate or Book-Entry Share shall be deemed at any time after the Effective Time to represent only the right to receive the applicable Merger Consideration and any dividends or other distributions pertaining to Converted Shares formerly represented by such Certificate or Book-Entry Share as contemplated by this Article II. No interest shall be paid or shall accrue on the Merger Consideration payable with respect to Converted Shares pursuant to this Article II.

(c) Lost, Stolen or Destroyed Certificates. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by the Surviving Company or Parent, the posting by such Person of a bond, in such customary amount as the Paying Agent may direct, as indemnity against any claim that may be made against it with respect to such Certificate, the Surviving Company shall cause the Paying Agent to pay, in exchange for such lost, stolen or destroyed Certificate, the applicable Merger Consideration as contemplated by this Article II.

(d) Termination of Exchange Fund. At any time following the date that is 180 calendar days after the Closing Date, the Surviving Company shall be entitled to require the Paying Agent to deliver to it any portion of the Exchange Fund (including any interest received with respect thereto) that had been delivered to the Paying Agent and which has not been disbursed to former holders of Converted Shares, and thereafter such former holders shall be entitled to look only to the Surviving Company for, and the Surviving Company shall remain liable for, payment of their claims of the applicable Merger Consideration and any dividends or other distributions pertaining to their former Converted Shares that such former holders have the right to receive pursuant to the provisions of this Article II. Any amounts remaining unclaimed by such holders at such time at which such amounts would otherwise escheat to or become property of any Governmental Authority shall become, to the extent permitted by applicable Law, the property of the Surviving Company or its designee, free and clear of all claims or interest of any Person previously entitled thereto.

(e) No Liability. Notwithstanding any provision of this Agreement to the contrary, none of the parties hereto, the Surviving Company or the Paying Agent shall be liable to any Person for Merger Consideration delivered to any Governmental Authority pursuant to any applicable state, federal or other abandoned property, escheat or similar Law.

(f) Transfer Books; No Further Ownership Rights in Common Shares. The Merger Consideration paid in respect of Converted Shares upon surrender of Certificates or Book-Entry Shares in accordance with the terms of this Article II shall be deemed to have been paid in full satisfaction of all rights pertaining to such Converted Shares previously represented by such Certificates or Book-Entry Shares, subject, however, to Section 2.06. At the Effective Time, the share transfer books of the Company shall be closed and thereafter there shall be no further registration of transfers on the share transfer books of the Surviving Company of Converted Shares that were issued and outstanding immediately prior to the Effective Time. From and after the Effective Time, the former holders of Converted Shares formerly represented by Certificates or Book-Entry Shares immediately prior to the Effective Time shall cease to have any rights with respect to such underlying Converted Shares, except as otherwise provided for herein or by applicable Law. Subject to the last sentence of Section 2.02(d), if, at any time after the Effective Time, Certificates or Book-Entry Shares are presented to the Surviving Company for any reason, they shall be canceled and exchanged as provided in this Article II.

(g) Withholding Taxes. Merger Sub, the Surviving Company and the Paying Agent (without duplication) shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amounts as are required to be deducted and withheld with respect to the making of such payment under the U.S. Internal Revenue Code of 1986 (the "Code"), or under any provision of other applicable Tax Law. To the extent amounts are so withheld, such withheld amounts shall be (i) timely remitted to the appropriate Governmental Authority and (ii) treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made. The parties hereto hereby agree to use their respective reasonable best efforts to cooperate to eliminate or reduce to the greatest extent possible any such deduction or withholding.

SECTION 2.03. Company Awards. (a) At the Effective Time, each Company Option other than an Underwater Option that is outstanding immediately prior to the Effective Time, whether vested or unvested, shall, automatically and without any required action on the part of any holder or beneficiary thereof, be assumed by Parent and converted into an option to purchase shares of class A common stock, par value $0.0001 per share, of Parent (such shares, the "Parent Class A Common Stock") (each such option, a "Converted Option"). Each Converted Option shall continue to have and be subject to substantially the same terms and conditions as were applicable to such Company Option immediately before the Effective Time (including expiration date, vesting conditions, and exercise provisions), except that (i) each Converted Option shall be exercisable for that number of shares of Parent Class A Common Stock equal to the number of shares of Company Stock subject to the Company Option immediately before the Effective Time; and (ii) the per share exercise price for each share of Parent Class A Common Stock issuable upon exercise of the Converted Option shall be equal to the exercise price per share of Company Stock of such Company Option immediately before the Effective Time. At the Effective Time, each Underwater Option shall, automatically and without any required action on the part of the holder thereof, be canceled for no consideration.

(b) At the Effective Time, any vesting conditions applicable to each Company RSU Award held by any director of the Company who is not an employee of the Company (a "Director RSU Award") shall, automatically and without any required action on the part of the holder thereof, accelerate in full.

(c) At the Effective Time, each Company RSU Award that has vested in accordance with its terms, or as provided by Section 2.03(b) in the case of Director RSU Awards (other than the Class A Rollover Shares), shall, automatically and without any required action on the part of the holder thereof, be canceled and shall only entitle the holder of such Company RSU Award to receive (without interest) an amount in cash equal to (x) the number of Class A Shares subject to such Company RSU Award or to such Director RSU Award (as the case may be) immediately prior to the Effective Time multiplied by (y) the Merger Consideration. As promptly as reasonably practicable after the Effective Time (but in any event no later than three (3) business days after the Effective Time), the Surviving Company shall pay (or cause to be paid through such other method as the Company utilizes for payments to such Persons) to the holders of the Company RSU Awards and Director RSU Awards the amounts contemplated by this Section 2.03(c); provided that, with respect to any Company RSU Award that constitutes nonqualified deferred compensation subject to Section 409A of the Code and that is not permitted to be paid at the Effective Time without triggering a Tax or penalty under Section 409A of the Code, such payment shall be made at the earliest time permitted under the Company Incentive Plan and applicable award agreement that will not trigger a Tax or penalty under Section 409A of the Code. At the Effective Time, each Company RSU Award that has not vested in accordance with its terms shall, automatically and without any required action on the part of the holder thereof, be canceled for no consideration.

(d) Prior to the Effective Time, the Company Board (or, if appropriate, any committee administering the Company ESPP) shall take all actions as it deems necessary or appropriate to ensure that (i) no Option Period (as defined in the Company ESPP) under the Company ESPP shall be commenced on or after the date of this Agreement, (ii) beginning on the date of this Agreement, no new participants may join the Company ESPP during an Option Period in existence under the Company ESPP as of the date of this Agreement (such purchase period(s) collectively, the "Existing Purchase Period"), (iii) beginning on the date of this Agreement, no participant may increase the amount of such participant's payroll deductions with respect to the Existing Purchase Period and (iv) the Company ESPP shall terminate on the earliest of (A) immediately following the purchase date for the Existing Purchase Period, (B) two (2) business days prior to the Effective Time, in which case all participant contributions under the Company ESPP shall be used to purchase Class A Shares on such date in accordance with the terms of the Company ESPP as if such date was the last day of the Existing Purchase Period (such earlier date, the "ESPP Purchase Date") and (C) the date that the Company otherwise terminates the Company ESPP.

(e) Prior to the Effective Time, the Company shall provide such notice, if any, to the extent required under the terms of the Company Incentive Plan or the Company ESPP and obtain any necessary consents, waivers or releases, and the Company or the Company Board (or, if appropriate, any committee administering the Company Incentive Plan or the Company ESPP), as applicable, shall adopt any resolutions and take any other actions that are necessary or appropriate to: (i) effectuate the treatment of the Company Equity Awards and the Company ESPP pursuant to this Section 2.03; and (ii) ensure that after the Effective Time, neither any holder of a Converted Option, an Underwater Option, or a Company RSU Award, any beneficiary thereof, nor any other participant in any Company Incentive Plan shall have any right thereunder to acquire any securities of the Company or to receive any payment or benefit with respect to any award previously granted under the Company Incentive Plan, except as provided in this Section 2.03.

(f) Prior to the Effective Time, the Company shall deliver to the holders of Company Options and Company RSU Awards notices, in a form reasonably acceptable to Parent, setting forth the effect of the Merger on such holders' rights and describing the treatment of such awards in accordance with this Section 2.03.

(g) Parent will (i) reserve for issuance the number of shares of Parent Class A Common Stock that will become subject to the Converted Options, and (ii) issue or cause to be issued the appropriate number of shares of Parent Class A Common Stock, upon the exercise of the Converted Options.

SECTION 2.04. Warrants. At the Effective Time:

(a) Each Company Warrant will, immediately after the Merger becomes effective, without any action on the part of the Company, Parent, Merger Sub or the holders thereof, be exchanged for warrants to purchase shares of Series A preferred stock, par value $0.0001 per share, of Parent (the "Parent Series A Preferred Stock") in accordance with the Warrant Exchange Agreement.

(b) Each ShareIntel Warrant shall, automatically and without any required action on the part of the holder thereof, be canceled and shall cease to exist in exchange for the right to receive from the Surviving Company, an amount (subject to any applicable withholding Tax) in cash equal to the product of (i) the number of Class A Shares of the Company issuable upon exercise of such ShareIntel Warrant immediately prior to the Effective Time, *multiplied by* (ii) the amount, if any, by which the Merger Consideration exceeds the per share exercise price of such ShareIntel Warrant. The foregoing payment (if any) shall be paid to the ShareIntel Warrant holder (without interest) on the same terms and subject to the same conditions as apply to payments to the Public Stockholders generally. The cancellation of the ShareIntel Warrant as provided in the immediately preceding sentence will be deemed a release of, among other things, any and all rights the holder thereof had or may have had in respect of such ShareIntel Warrant.

SECTION 2.05. Company Convertible Notes. Each Company Convertible Note then outstanding will, immediately after the Merger becomes effective, without any action on the part of the Company, Parent, Merger Sub or the holders thereof, be converted into shares of Parent Series A Preferred Stock in accordance with the Noteholder Conversion Agreement.

SECTION 2.06. Shares of Dissenting Holders. (a) Notwithstanding anything in this Agreement to the contrary, at the Effective Time, each Dissenting Share shall automatically be canceled (but shall not entitle its holder to receive the applicable consideration in respect of such canceled Dissenting Share contemplated by Section 2.01) and, without any further action on the part of the Company, Merger Sub or the holder of such Dissenting Share, automatically be converted into the right to receive the appraised fair value of such Dissenting Share in accordance with the provisions of Section 262 of the DGCL unless and until such holder fails to comply with the provisions of Section 262 of the DGCL or effectively withdraws or otherwise loses such holder's rights to receive payment under Section 262 of the DGCL.

(b) In the event that a holder of Dissenting Shares fails to comply with the provisions of Section 262 of the DGCL or effectively withdraws or loses such holder's rights to receive payment under Section 262 of the DGCL, then such Dissenting Shares will no longer be Dissenting Shares for purposes of this Agreement and instead will be treated as the applicable class of Common Shares, and such holder shall have no rights with respect to such Dissenting Shares, and instead shall have the rights with respect to such Common Shares contemplated by Section 2.01.

(c) The Company shall (i) give Parent prompt written notice of any written demands for appraisal of Dissenting Shares and any other written instruments, notices, petitions or other communications received by the Company or its Representatives in connection with the foregoing and (ii) give Parent the opportunity to participate with the Company in any settlement negotiations and proceedings with respect to any demands for appraisal pursuant to the DGCL in respect of such Dissenting Shares. The Company shall not, without the prior written consent of Parent, voluntarily make any payment with respect to, offer to settle or settle any such demands, or agree to do any of the foregoing.

SECTION 2.07. Adjustments. Notwithstanding any provision of this Article II to the contrary, if between the date of this Agreement and the Effective Time the issued and outstanding Common Shares shall have been changed into a different number of Common Shares or a different class by reason of the occurrence or record date of any stock dividend, subdivision, reclassification, recapitalization, split, combination, exchange of shares or similar transaction, the Merger Consideration shall be appropriately adjusted to reflect such stock dividend, subdivision, reclassification, recapitalization, split, combination, exchange of shares or similar transaction.

SECTION 2.08. Segregated Account. Subject to the restrictions set forth in this Agreement, as promptly as reasonably practicable following the execution of this Agreement, the Company shall (a) deposit into a segregated deposit, payroll or similar account, which the parties hereto agree is intended to be free and clear of any Liens (including, for the avoidance of doubt, security interests of any holders of Company Convertible Notes pursuant to deposit account control agreements or otherwise), at a nationally recognized bank insured by the Federal Deposit Insurance Corporation (the "Segregated Account") an amount in cash equal to Three Million Five Hundred Thousand ($3,500,000) dollars (the "Segregated Funds"), (b) withdraw any funds held in the Segregated Account other than the Segregated Funds and (c) suspend any automatic withdrawal arrangements applicable to the Segregated Account. Subject to completing any withdrawals required by the foregoing clause (b), the Segregated Account shall contain no funds other than the Segregated Funds, and the Segregated Funds shall be managed by the Company at the reasonable direction of the Special Committee, consistent with such directors' fiduciary duties under applicable Laws. For the avoidance of doubt, nothing in this Section 2.08 shall be construed as inconsistent with the other provisions of this Agreement.

ARTICLE III
Representations and Warranties of the Company

The Company represents and warrants to Parent and Merger Sub that, except as (A) set forth in the confidential disclosure letter delivered by the Company to Parent and Merger Sub concurrently with the execution and delivery of this Agreement (the "Company Disclosure Letter") (it being understood that any information, item or matter set forth in one section or subsection of the Company Disclosure Letter shall be deemed disclosed with respect to, and shall be deemed to apply to and qualify, the section or subsection of this Agreement to which it corresponds in number and each other section or subsection of this Agreement to the extent that it is reasonably apparent on the face of such disclosure that such information, item or matter is relevant to such other section or subsection) or (B) disclosed in any report, schedule, form, statement or other document (including exhibits) filed with, or furnished to, the SEC prior to the date of this Agreement by the Company and publicly available prior to the date of this Agreement (the "Filed SEC Documents"), other than, in the case of clause (B), disclosure contained in any such Filed SEC Documents under the headings "Risk Factors" or "Cautionary Statements About Forward Looking Statements" or similar headings, or disclosure of any risks generally faced by participants in the industries in which the Company operates, in each case without disclosure of specific facts and circumstances.

SECTION 3.01. Organization; Standing. (a) The Company is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware. The Company has all requisite corporate power and authority necessary to carry on its business as it is now being conducted and to own, lease and operate its assets and properties, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company is duly licensed or qualified to do business and is in good standing (where such concept is recognized under applicable Law) in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. A true and complete copy of each of the Company Organizational Documents in effect as of the date hereof is included in the Filed SEC Documents.

(b) Each of the Company's Subsidiaries is duly incorporated or organized, validly existing and in good standing (where such concept is recognized under applicable Law) under the Laws of the jurisdiction of its incorporation or organization, except where the failure to be so incorporated or organized, existing and in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each of the Company's Subsidiaries is duly licensed or qualified to do business and is in good standing (where such concept is recognized under applicable Law) in each jurisdiction in which the nature of the business conducted by such Subsidiary or the character or location of the properties and assets owned or leased by such Subsidiary makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

SECTION 3.02. Capitalization. (a) The authorized share capital of the Company consists of 466,000,000 shares, consisting of (x) 400,000,000 Class A Shares, (y) 65,000,000 Class B Shares and (z) 1,000,000 shares of preferred stock, with the par value of $0.0001 per share (the "Preferred Stock"). At the close of business on February 26, 2024 (the "Capitalization Date"), (i) 19,003,923 Class A Shares were issued and outstanding, (ii) 3,702,613 Class B Shares were issued and outstanding, (iii) no shares of Preferred Stock were issued and outstanding, (iv) no Class A Shares were held by the Company as treasury shares or held by its Subsidiaries, (v) no Class B Shares were held by the Company as treasury shares or held by its Subsidiaries, (vi) 1,105,850 Class A Shares were issuable in

respect of outstanding Company Options, (vii) 524,332 Class A Shares were issuable in respect of outstanding Company RSU Awards, (viii) 2,065,472 Class A Shares were reserved for future issuance under the Company Incentive Plan, (ix) no Class A Shares could be acquired with accumulated payroll deductions under the Company ESPP as of the ESPP Purchase Date (assuming that (A) the market price of a Class A Share as of the ESPP Purchase Date is equal to the Merger Consideration and (B) payroll deductions continue at the rate in effect as of the Capitalization Date), (x) 35,005,953 Class A Shares were issuable in respect of outstanding Company Convertible Notes, (xi) 4,611,149 Class A Shares were issuable in respect of outstanding Company Warrants and (xii) 1,667 Class A Shares were issuable in respect of the outstanding ShareIntel Warrant. Since the Capitalization Date through the date of this Agreement, other than (A) in connection with the settlement or exercise, as applicable, of Company Equity Awards or purchase rights under the Company ESPP that were outstanding on the Capitalization Date and included in the preceding sentence or (B) as would be permitted by this Agreement (including Section 5.01) had such issuance occurred during the period from the date of this Agreement until the Effective Time, neither the Company nor any of its Subsidiaries has issued any Company Securities.

(b) Except as set forth in, or as contemplated by, Section 3.02(a), as of the date of this Agreement, there were (i) no outstanding shares of capital stock of, or other equity or voting interests in, the Company, (ii) no outstanding securities of the Company convertible into or exchangeable for shares of capital stock of, or other equity or voting interests in, the Company, (iii) no outstanding subscriptions, options, warrants, calls, phantom equity rights, profits interests or other commitments or agreements to acquire from the Company, or that obligate the Company to issue, any capital stock of or other equity or voting interests in, or any securities convertible into or exchangeable for shares of capital stock of, or other equity or voting interests in, the Company (the items in clauses (i), (ii) and (iii) being referred to collectively as "Company Securities") and (iv) no other obligations by the Company or any of its Subsidiaries to make any payments based on the price or value of any Company Securities or dividends paid thereon. Other than in connection with the Company Equity Awards or purchase rights under the Company ESPP, there are no outstanding agreements or instruments of any kind that obligate the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Company Securities (or obligate the Company to grant, extend or enter into any such agreements relating to any Company Securities) or that grant any preemptive rights, subscription rights, anti-dilutive rights, rights of first refusal or similar rights with respect to any Company Securities.), No direct or indirect Subsidiary of the Company owns any Common Shares. None of the Company or any Subsidiary of the Company is a party to any stockholders' agreement, voting trust agreement, registration rights agreement or other similar agreement or understanding relating to any Company Securities or any other agreement relating to the disposition or voting with respect to any Company Securities. No holder of Company Securities has any right to have such Company Securities registered by the Company. All issued and outstanding Common Shares have been authorized and validly issued and are fully paid, nonassessable and free of preemptive rights. The Class A Shares are the only issued and outstanding classes of equity securities of the Company registered under the Exchange Act.

(c) All of the issued and outstanding share capital or shares of capital stock of, or other equity or voting interests in, each Subsidiary of the Company are owned, directly or indirectly, beneficially and of record, by the Company, free and clear of all Liens, except for Permitted Liens, and transfer restrictions, other than transfer restrictions of general applicability, as may be provided under the Securities Act of 1933 (collectively, the "Securities Act") or other applicable securities Laws. Each issued and outstanding share capital or share of capital stock of, or other equity or voting interests in, each Subsidiary of the Company that is held, directly or indirectly, by the Company, is duly authorized, validly issued, fully paid, nonassessable and free of preemptive rights, and there are no subscription rights, options, warrants, anti-dilutive rights, rights of first refusal or similar rights, calls, contracts or other commitments that obligate the Company or any Subsidiary of the Company to issue (other than to the Company or any Subsidiary of the Company) any share capital or shares of capital stock or other equity or voting interests of any Subsidiary of the Company, including any right of conversion or exchange under any outstanding security, instrument or agreement, any agreements granting any preemptive rights, subscription rights, anti-dilutive rights, rights of first refusal or similar rights (to Persons other than the Company or any Subsidiary of the Company) with respect to any securities of any Subsidiary of the Company.

(d) All grants of Company Equity Awards and purchase rights under the Company ESPP were validly issued and properly approved by the Company Board (or a committee thereof) in accordance with the Company Incentive Plan, the Company ESPP and applicable Law. The Company has provided Parent with a complete and correct list, as of the date of this Agreement, of (i) each outstanding Company Option (including Company Performance-Based Options), including the date of grant, exercise price, vesting schedule, performance-based vesting conditions, vesting acceleration provisions and number of shares of Class A Shares subject thereto, and (ii) each Company RSU Award, including the date of grant, vesting schedule and vesting acceleration provisions, and number of Class A Shares subject thereto.

SECTION 3.03. Authority; Noncontravention. (a) The Company has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder and, subject to obtaining the Required Stockholder Approval, to consummate the Transactions. The execution, delivery and performance by the Company of this Agreement, and the consummation by the Company of the Transactions, have been unanimously authorized and approved by the Company Board (with Chris Kemp, Adam London and Scott Stanford abstaining from voting on the approval of the Transactions, including the Merger), acting on the Special Committee Recommendation, and, except for obtaining the Required Stockholder Approval, assuming the accuracy of Parent's and Merger Sub's representation and warranty set forth in Section 4.12, and filing the Certificate of Merger with the Secretary of State pursuant to the DGCL, no other corporate action on the part of the Company is necessary to authorize the execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the Transactions. This Agreement has been duly and validly executed and delivered by the Company and, assuming due authorization, execution and delivery hereof by the other parties hereto, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except that such enforceability (i) may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, rehabilitation, conservatorship, liquidation, receivership and other similar Laws, now or hereafter in effect, of general application affecting or relating to the enforcement of creditors' rights generally and (ii) is subject to general principles of equity, whether considered in a proceeding at law or in equity (collectively, the "Bankruptcy and Equity Exception").

(b) The Special Committee, at a meeting duly called and held, has unanimously (i) determined that this Agreement and the Transactions, including the Merger, on the terms and subject to the conditions set forth herein, are advisable, fair to and in the best interests of the Company and its Public Stockholders and (ii) resolved, subject to Section 5.02, to make the Special Committee Recommendation, and, as of the date of this Agreement, such Special Committee Recommendation has not been subsequently rescinded, modified or withdrawn in any way.

(c) The Company Board (with Chris Kemp, Adam London and Scott Stanford abstaining from voting on the approval of the Transactions, including the Merger), at a meeting duly called and held, acting on the Special Committee Recommendation, has (i) determined that this Agreement and the Transactions, including the Merger, on the terms and subject to the conditions set forth herein, are advisable, fair to and in the best interests of the Company and its stockholders, (ii) declared this Agreement and the Transactions, including the Merger, advisable, (iii) approved this Agreement, the execution and delivery by the Company of this Agreement, the performance by the Company of the covenants and agreements contained herein and the consummation of the Transactions, including the Merger, on the terms and subject to the conditions contained herein and (iv) resolved, subject to Section 5.02, to make the Company Board Recommendation, and, as of the date of this Agreement, such Company Board Recommendation has not been subsequently rescinded, modified or withdrawn in any way.

(d) Neither the execution and delivery of this Agreement by the Company, nor the consummation by the Company of the Transactions, nor performance or compliance by the Company with any of the terms or provisions hereof, will (i) subject to the receipt of the Required Stockholder Approval, conflict with or violate any provision of (A) the Company Organizational Documents or (B) the similar organizational documents of any of the Company's Subsidiaries or (ii) assuming the accuracy of Parent's and Merger Sub's representations and warranties set forth in Section 4.12 and that the Required Stockholder Approval is obtained, the filings referred to in Section 3.04 are made and any waiting periods thereunder have terminated or expired, in each case prior to the Effective Time, (A) violate any Law or Judgment applicable to the Company or any of its Subsidiaries, (B) violate or constitute a default under (with or without notice or lapse of time or both) any of the terms, conditions or provisions of any Contract to which the Company or its Subsidiaries, as applicable, are bound or give rise to any right to terminate, cancel, amend, modify or accelerate the Company's or, if applicable, any of its Subsidiaries', rights or obligations under any such Contract, (C) give rise to any right of first refusal, preemptive right, tag-along right, transfer right or other similar right of any other party to a Contract to which the Company or any of its Subsidiaries is bound or (D) result in the creation of any Lien (other than Permitted Liens) on any properties or assets of the Company or any of its Subsidiaries, except, in the case of clauses (i)(B) and (ii) of this sentence, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or prevent or materially delay, interfere with, hinder or impair the consummation by the Company of any of the Transactions in accordance with the terms of this Agreement.

(e) Assuming (i) the issued and outstanding Class B Shares represent fifty percent (50%) or more of the total voting power of the outstanding shares of capital stock of the Company that would be entitled to vote in the election of directors at an annual meeting of the Company's stockholders and (ii) the accuracy of Parent's and Merger Sub's representation and warranty set forth in Section 4.11, the Required Stockholder Approval may be satisfied by the execution and delivery of a written consent to approve and adopt this Agreement and the Transactions, including the Merger, in accordance with Section 228 and Section 251(c) of the DGCL by stockholders of the Company holding, as of the record date for determining stockholders entitled to participate in such action by written consent, a majority of the aggregate voting power of the outstanding Class A Shares and Class B Shares entitled to vote thereon, voting together as a single class, and sixty-six and two-thirds percent (66 2/3%) of the outstanding Class B Shares entitled to vote thereon, voting as a separate class. Other than the Required Stockholder Approval, no vote, consent or approval by the stockholders of the Company is required to adopt and approve this Agreement and the Transactions, including the Merger.

SECTION 3.04. Governmental Approvals. Except for (a) compliance with the applicable requirements of the Securities Act, (b) compliance with the applicable requirements of the Securities Exchange Act of 1934 (collectively, the "Exchange Act"), including the filing with the Securities and Exchange Commission (the "SEC") of the Information Statement and Schedule 13E-3, (c) compliance with the rules and regulations of the NASDAQ Capital Market, (d) the filing of the Certificate of Merger with the Secretary of State pursuant to the DGCL, (e) compliance with any applicable state securities or blue sky laws (collectively, the "Governmental Approvals"), and assuming the accuracy of Parent's and Merger Sub's representation and warranty set forth in Section 4.12, no Consent of, or filing, declaration or registration with, any Governmental Authority is necessary for the execution and delivery of this Agreement by the Company, the performance by the Company of its obligations hereunder and the consummation by the Company of the Transactions, other than such other Consents, filings, declarations or registrations that, if not obtained, made or given, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or prevent or materially delay, interfere with, hinder or impair the consummation by the Company of any of the Transactions in accordance with the terms of this Agreement.

SECTION 3.05. Company SEC Documents; Internal Controls. (a) Except as set forth in Schedule 3.05(a) of the Company Disclosure Letter, the Company has timely filed with the SEC all reports, schedules, forms, statements and other documents required to be filed by the Company with the SEC pursuant to the Securities Act or the Exchange Act (collectively, the "Company SEC Documents"). As of their respective effective dates (in the case of Company SEC Documents that are registration statements filed pursuant to the requirements of the Securities Act) or their respective SEC filing dates or, if amended or supplemented prior to the date hereof, the date of the filing of such amendment or supplement, with respect to the portions that are amended or supplemented (in the case of all other Company SEC Documents), the Company SEC Documents complied as to form in all material respects with the requirements of the Securities Act or the Exchange Act, as the case may be, applicable to such Company SEC Documents, and none of the Company SEC Documents as of such respective dates (or, if amended or supplemented prior to the date of this Agreement, the date of the filing of such amendment or supplement, with respect to the disclosures that are amended or supplemented) contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. As of the date of this Agreement, there are no outstanding written comments from the SEC with respect to the Company SEC Documents. Notwithstanding anything to the contrary herein, none of the representation and warranties contained in this Section 3.05(a) are made with respect to the Information Statement or the Schedule 13E-3 or any other report, schedule, form, statement or other document required to be filed or furnished with the SEC in connection with the Transactions.

(b) The consolidated financial statements of the Company (including all related notes or schedules) included or incorporated by reference in the Company SEC Documents (collectively, the "Company Financial Statements"), as of their respective dates of filing with the SEC (or, if such Company SEC Documents were amended or supplemented prior to the date hereof, the date of the filing of such amendment or supplement, with respect to the consolidated financial statements that are amended, supplemented or restated therein), complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto, have been prepared in all material respects in accordance with GAAP (except, in the case of unaudited quarterly statements, as permitted by Form 10-Q of the SEC or other rules and regulations of the SEC) applied on a consistent basis during the periods involved (except (i) as may be indicated in the notes thereto or (ii) as permitted by Regulation S-X) and fairly present in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods shown (subject, in the case of unaudited quarterly financial statements, to normal year-end adjustments).

(c) The Company is in compliance in all material respects with the provisions of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act") that are applicable to the Company. With respect to each Company SEC Document, each of the principal

executive officer and the principal financial officer of the Company has made all certifications required by Rule 13a-14 or 15d-14 under the Exchange Act and Section 302 or 906 of the Sarbanes-Oxley Act with respect to such Company SEC Documents. The Company is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the NASDAQ Capital Market.

(d) The Company has established and maintains disclosure controls and procedures and a system of internal controls over financial reporting (as such terms are defined in paragraphs (e) and (f), respectively, of Rule 13a-15 under the Exchange Act) as required by Rule 13a-15 under the Exchange Act. As of the date hereof, neither the Company nor, to the Company's Knowledge, the Company's independent registered public accounting firm, has identified or been made aware of "significant deficiencies" or "material weaknesses" (as defined by the Public Company Accounting Oversight Board) in the design or operation of the Company's internal controls over financial reporting which would reasonably be expected to adversely affect in any material respect the Company's ability to record, process, summarize and report financial data, in each case which has not been subsequently remediated.

(e) Since July 1, 2021, neither the Company nor any director, officer or accountant (to the extent communicated to the Company) thereof, has received any material complaint, allegation, assertion or claim, whether written or oral, that (i) the Company has engaged in illegal or fraudulent accounting practices, (ii) there are any significant deficiencies or material weaknesses in the design or operation of the internal controls of the Company which have materially and adversely affected the ability of the Company to record, process, summarize and report financial data or (iii) there is any fraud, whether or not material, involving management or other employees that was reported to the Company Board or management of the Company.

(f) Neither the Company nor any of its Subsidiaries is a party to, or has any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar Contract (including any Contract or arrangement relating to any transaction or relationship between or among the Company and any of its Subsidiaries, on the one hand, and any unconsolidated Affiliate, including any structured finance, special purpose or limited purpose entity or Person, on the other hand, or any "off-balance sheet arrangements" (as defined in Item 303(a) of Regulation S-K of the SEC)), where the purpose of such Contract is to avoid disclosure of any material transaction involving, or material liabilities of, the Company in the Company's published financial statements or any Company SEC Documents.

SECTION 3.06. Absence of Certain Changes. Except as set forth on Schedule 3.06 of the Company Disclosure Letter, since September 30, 2023 through the date hereof, there has not been any Material Adverse Effect that has not been disclosed in the Filed SEC Documents.

SECTION 3.07. Legal Proceedings. Except (a) for any Transaction Litigation or (b) as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or prevent or materially delay, interfere with, hinder or impair the consummation by the Company of any of the Transactions in accordance with the terms of this Agreement, there is no (x) pending or, to the Knowledge of the Company, threatened in writing, Action or, to the Knowledge of the Company, investigation against the Company or any of its Subsidiaries by any Governmental Authority or (y) outstanding injunction, order, judgment, ruling, decree or writ of any Governmental Authority (a "Judgment") imposed upon the Company or any of its Subsidiaries or any director or officer of the Company or any of its Subsidiaries (in their capacity as such) or, to the Knowledge of the Company, any other Person for whom the Company or any of its Subsidiaries may be liable as an indemnifying party or otherwise, in each case, by or before any Governmental Authority.

SECTION 3.08. Compliance with Laws; Permits. (a) The Company and each of its Subsidiaries (i) are, and have been since July 1, 2021, in compliance with all state, federal or foreign laws, statutes, common laws, ordinances, codes, rules and regulations (collectively, "Laws") and Judgments, in each case, applicable to the Company or any of its Subsidiaries, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect and (ii) have not since July 1, 2021 received from any Governmental Authority any written, or to the Knowledge of the Company, oral, notice or communication asserting any noncompliance with any such Laws, except for any such noncompliance that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) The Company and each of its Subsidiaries hold all valid licenses, franchises, permits, certificates, approvals, authorizations and registrations from Governmental Authorities necessary for the lawful conduct of their respective businesses as each such business is currently conducted (collectively, "Permits"), except where the failure to hold the same would not, individually or in

the aggregate, reasonably be expected to have a Material Adverse Effect. The operation of the business of the Company and each of its Subsidiaries as currently conducted is not, and has not been since July 1, 2021, in violation of, nor are the Company or any of its Subsidiaries in default or violation under, any Permits and, to the Knowledge of the Company, no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation of any terms, conditions or provisions of any Permit, except where such default or violation of such Permit would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. All such Permits are in full force and effect, except where the failure to be in full force and effect would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

SECTION 3.09. Anti-Corruption; Sanctions; Export Control; Anti-Money Laundering. (a) To the Knowledge of the Company, neither the Company nor any of its Subsidiaries are in violation, or since July 1, 2021, have been in violation, of any Anti-Bribery Laws, except, in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Without limiting the foregoing, since July 1, 2021, except as set forth on Schedule 3.09(a) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries, their respective directors or officers, nor, to the Knowledge of the Company, any of their respective employees or agents, acting on behalf of the Company or any of its Subsidiaries, has made or caused to be made any Payments, (i) to or for the use or benefit of any Government Official, (ii) to any other Person either for an advance or reimbursement, if it knows or has reason to know that any part of such Payment will be directly or indirectly given or paid by such other Person, or will reimburse such other Person for Payments previously made, to any Government Official or (iii) to any other Person, to obtain or keep business or to secure some other improper advantage, in violation of Anti-Bribery Laws, except, in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company has policies, procedures and controls that are reasonably designed to ensure compliance in all material respects with the Anti-Bribery Laws.

(b) Neither the Company nor any of its Subsidiaries, nor any of their respective officers or directors, nor, to the Knowledge of the Company, any of their respective employees, agents or other Persons acting on behalf of any of them, (i) is the subject or target of any sanctions or trade embargoes imposed, enforced or administered by the Office of Foreign Assets Control of the United States Treasury Department, the U.S. Department of State, and the U.S. Department of Commerce, the United Nations Security Council, the European Union, and the United Kingdom (collectively, "Economic Sanctions"), (ii) make any sales to or engage in business activities with or for the benefit of any Persons or jurisdictions that are the subject or target of any Economic Sanctions that would cause any Person to be in violation of any Economic Sanctions, except, in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and (iii) is engaged in any export, reexport, transfer or provision of any goods, software, technology, data or service without, or exceeding the scope of, any required or applicable licenses or authorizations under all applicable Export Control Laws (as defined in Section 3.09(c)). Since July 1, 2021, none of the Company or any of its Subsidiaries has taken any action that would constitute a material violation of any Economic Sanctions, except, in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) To the Knowledge of the Company, neither the Company nor any of its Subsidiaries are in violation, or since July 1, 2021, have been in violation, of any applicable export, reexport, transfer, and import controls, including the Export Administration Regulations, the International Traffic in Arms Regulations, the customs and import laws and orders administered by the U.S. Customs and Border Protection, the EU Dual Use Regulation, the UK Export Control Order 2008 and any other applicable non-U.S. Governmental Authorities (collectively, "Export Control Laws"), except, in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(d) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, no Action or, to the Knowledge of the Company, investigation, by or before any Governmental Authority involving the Company or any of its Subsidiaries with respect to Money Laundering Laws, Anti-Bribery Laws, Economic Sanctions or Export Control Laws is pending or, to the Knowledge of the Company, threatened.

SECTION 3.10. Tax Matters. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect:

(a) Each of the Company and its Subsidiaries has prepared (or caused to be prepared) and timely filed (taking into account valid extensions of time within which to file) all Tax Returns required to be filed by any of them. All such filed Tax Returns (taking into account all amendments thereto) are true, complete and accurate, and all Taxes owed by the Company and each of its

Subsidiaries that are due have been timely and fully paid (whether or not showed to be due on a Tax Return), other than any such Taxes that are being contested in good faith or have been adequately reserved against in accordance with GAAP.

(b) Except as set forth on Schedule 3.10(b) of the Company Disclosure Letter, as of the date of this Agreement, the Company has not received written notice of any pending or, to the Knowledge of the Company, threatened audits, examinations, investigations, claims or other proceedings in respect of any Taxes of the Company or any of its Subsidiaries. No deficiency with respect to any amount of Taxes has been proposed, asserted or assessed in writing against the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries has been informed in writing by any jurisdiction in which the Company or any of its Subsidiaries currently does not file Tax Returns that the jurisdiction believes that the Company or any of its Subsidiaries was required to file any Tax Return in such jurisdiction.

(c) There are no material Liens for Taxes on any of the assets of the Company or any of its Subsidiaries other than Permitted Liens.

(d) Neither the Company nor any of its Subsidiaries has participated in any "listed transaction" within the meaning of U.S. Treasury Regulations Section 1.6011-4(b)(2).

SECTION 3.11. Employee Benefits. (a) Each Company Plan has been administered in compliance with its terms and applicable Laws and the Company and its Subsidiaries have complied with all Laws related to compensation and benefit plans, programs, agreements or arrangements, in each case, other than instances of noncompliance that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. As of the date hereof, there is no material pending or, to the Knowledge of the Company, threatened Action relating to the Company Plans, other than routine claims for benefits.

(b) Each Company Plan that, as of the date of this Agreement, is intended to be "qualified" within the meaning of Section 401(a) of the Code has received a favorable determination letter from the IRS or is entitled to rely upon a favorable opinion issued by the IRS, and, to the Knowledge of the Company, there are no existing circumstances or any events that have occurred that could reasonably be expected to cause the loss of any such qualification status of any such Company Plan, except where such loss of qualification status would not, individually or in the aggregate, reasonably be material to the Company and its Subsidiaries.

(c) Neither the Company nor any of its ERISA Affiliates has ever maintained or contributed to a plan subject to Title IV of ERISA or Section 412 of the Code, including any "single employer" defined benefit plan (as defined in Section 4001 of ERISA), any "multiemployer plan" (as defined in Section 3(37) or 4001(a)(3) of ERISA), any "multiple employer plan" (as defined in C.F.R. Section 4001.02) or a plan subject to Section 413(c) of the Code, any "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA) or applicable state Law or any "voluntary employees' beneficiary association" (as defined in Section 501(c)(9) of the Code) or other funded arrangement for the provision of welfare benefits. "ERISA Affiliate" means any Person which is (or at any relevant time was or will be) a member of a "controlled group of corporations" with, under "common control" with or a member of an "affiliate service group" with the Company or any of its Subsidiaries as such terms are defined in Section 414(b), (c), (m) or (o) of the Code.

(d) Except as required under applicable Law or where the costs are borne solely by the participant (or such participant's dependents or beneficiaries), no Company Plan provides health, medical, dental or life insurance benefits following retirement or other termination of employment.

(e) Except as otherwise provided in Section 2.03 or as set forth in Schedule 3.11(e) of the Company Disclosure Letter, neither the execution and delivery of this Agreement, stockholder or other approval of this Agreement, nor the consummation of the Transactions may, either alone or in combination with another event, (i) entitle any employee, director, officer or independent contractor of the Company or any of its Subsidiaries to any compensation or benefits (including any termination, severance, change of control or similar benefit or otherwise), (ii) accelerate the time of payment or vesting, or increase the amount of compensation or other amounts due to any director, officer or employee of the Company or any of its Subsidiaries (whether by virtue of any termination, severance, change of control or similar benefit or otherwise), (iii) directly or indirectly cause the Company to transfer or set aside any assets to fund any benefits under any Company Plan, (iv) limit or restrict the right to amend, terminate or transfer the assets of any Company Plan on or following the Effective Time or (v) result in the payment of any amount or any benefits that could, individually or in combination with any other such payment, constitute an "excess parachute payment" as defined in Section 280G(b)(1) of the Code.

(f) No current or former employee, director or other service provider of or to the Company or any of its Subsidiaries is entitled to any gross-up, make-whole or other additional payment from the Company or any other Person in respect of any Tax (including under Section 4999 or 409A of the Code) or interest or penalty related thereto.

(g) All Company Plans that are maintained outside of the United States that provide benefits in respect of any employee of the Company or any of its Subsidiaries who is primarily based outside of the United States (i) have been maintained in accordance with all applicable Laws, (ii) if they are intended to qualify for special tax treatment, meet all the requirements for such treatment, and (iii) if they are intended to be funded and/or book-reserved, are fully funded and/or book-reserved, as appropriate, based upon reasonable actuarial assumptions, except, in each case, as would not reasonably be expected to have a Material Adverse Effect.

SECTION 3.12. Labor Matters. (a) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, as of the date of this Agreement, (i) to the Knowledge of the Company, there are no activities or proceedings of any labor organization to organize any employees of the Company or any of its Subsidiaries ongoing, pending or threatened against the Company or any of its Subsidiaries and no demand for recognition as the exclusive bargaining representative of any such employees has been made by or on behalf of any labor or similar organization, (ii) no approvals of any works council, labor union or similar organization are required under applicable Law in connection with the execution or delivery of this Agreement or any of the other Transaction Agreements, or the consummation of the Transactions, (iii) there is no ongoing, pending or, to the Knowledge of the Company, threatened strike, lockout, slowdown or work stoppage by or with respect to the employees of the Company or any of its Subsidiaries and (iv) there is no unfair labor practice, labor dispute (other than routine individual grievances) or labor arbitration proceeding ongoing, pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries. Each of the Company and its Subsidiaries is in compliance with all applicable Laws regarding labor and unfair labor practices, employment and employment practices and terms and conditions of employment, including Laws relating to discrimination, paying and withholding of Taxes, hours of work, the classification of service providers and the payment of wages or overtime wages, except for instances of noncompliance that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, no investigation, review, complaint or proceeding by or before any Governmental Authority or otherwise with respect to the Company or any of its Subsidiaries in relation to the employment or alleged employment of any individual is ongoing, pending or, to the Knowledge of the Company, threatened, nor has the Company or any of its Subsidiaries received any notice indicating an intention to conduct the same.

(c) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, since July 1, 2021, the Company and its Subsidiaries have not received or been subject to any complaints, claims or actions alleging sexual harassment, sexual misconduct, bullying or discrimination committed by any director, officer or other managerial employee of the Company or any of its Subsidiaries or alleging a workplace culture that would encourage or be conducive to the foregoing.

SECTION 3.13. Environmental Matters. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (a) the Company and each of its Subsidiaries is, and has been since July 1, 2021, in material compliance with all applicable Environmental Laws, and neither the Company nor any of its Subsidiaries has received any written notice of violation, claim, settlement or order since July 1, 2021 (or that otherwise remains unresolved) alleging that the Company or any of its Subsidiaries is in material violation of or has any liability under any Environmental Law, (b) the Company and each of its Subsidiaries possesses and is, and has been since July 1, 2021, in material compliance with all Permits required under Environmental Laws for the operation of their respective businesses as currently conducted ("Environmental Permits"), (c) to the Knowledge of the Company and except as set forth in Schedule 3.13(c) of the Company Disclosure Letter, there has been no Release of or exposure to any Hazardous Materials in violation of Environmental Law that would reasonably be expected to result in any Action under any Environmental Law against the Company or any of its Subsidiaries, (d) there are no Liens or Actions under or pursuant to any Environmental Law or Environmental Permit that are pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries, (e) neither the Company nor any of its Subsidiaries is subject to any Judgment imposed by any Governmental Authority under which there are outstanding obligations on the part of the Company or its Subsidiaries arising under Environmental Laws and (f) the Company made available to Parent and its Representatives copies of any written environmental reports, audits, and site assessments completed since July 1, 2021 in the possession of the Company or any of its Subsidiaries pertaining to (i) any unresolved liabilities under Environmental Law, (ii) any Release of

Hazardous Materials by the Company or any of its Subsidiaries or at any property currently or formerly owned, operated or leased by the Company or any of its Subsidiaries, or (iii) the Company's or any of its Subsidiaries' compliance with applicable Environmental Laws.

SECTION 3.14. Intellectual Property. (a) The Company and its Subsidiaries own all Company Intellectual Property, and hold all right, title and interest in and to the Company Intellectual Property, in each case, free and clear of all Liens other than Permitted Liens. The Company and its Subsidiaries own or have sufficient rights to use all material Intellectual Property used in the conduct of the business of the Company and its Subsidiaries as currently conducted; provided that nothing in this Section 3.14(a) shall be interpreted or construed as a representation or warranty with respect to whether there is any infringement of any Intellectual Property, which is the subject of Section 3.14(b). All material Company Intellectual Property that is registered or issued is subsisting and, to the Knowledge of the Company, valid and enforceable.

(b) To the Knowledge of the Company, (i) no Person is misappropriating, violating or infringing, and no Person has misappropriated, violated or infringed, the rights of the Company or any of its Subsidiaries with respect to any Company Intellectual Property and (ii) the operation of the business of the Company and its Subsidiaries as currently conducted does not violate, misappropriate or infringe and has not misappropriated, violated or infringed the Intellectual Property rights of any other Person.

SECTION 3.15. IT Assets; Data Privacy; Cybersecurity. (a) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company and each of its Subsidiaries is, and has been since July 1, 2021, in compliance with all Privacy Requirements. Since July 1, 2021, neither the Company nor any Company Subsidiary has (i) been the subject of any Action regarding its collection, storage, transfer, maintenance, processing or use of any Personal Data and there are no such Actions, governmental investigations or claims pending, threatened in writing, or, to the Knowledge of the Company, otherwise threatened related to any applicable Privacy Requirements, or (ii) notified, or been legally required to provide any notices to any Governmental Authority, data subjects or individuals in connection with a Sensitive Information Breach, except in each case of clauses (i) and (ii), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) The IT Assets operate and perform materially in accordance with their documentation and functional specifications and are adequate and sufficient for the conduct of the business of the Company and its Subsidiaries as currently conducted. To the Knowledge of the Company, none of the IT Assets contain any virus, "trojan horse", worm or other code, software routine or instructions designed to permit unauthorized access to or to disable, erase or otherwise harm the IT Assets or Sensitive Information, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) Since July 1, 2021, none of the Company or its Subsidiaries has experienced any failures, crashes, malfunctions or similar incidents with respect to its IT Assets or any Sensitive Information Breaches, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company and its Subsidiaries have implemented and maintain commercially reasonable administrative, technical, and physical safeguards reasonably designed to protect the security, confidentiality, integrity, and availability of IT Assets and Sensitive Information from unauthorized processing, disclosure, use, access or unlawful destruction, loss or alteration, taking into account the risks to and sensitivity of the data processed by the Company and its Subsidiaries.

(d) None of the IT Contracts are liable to be terminated or otherwise materially affected by a change of control of the Company or any of its Subsidiaries, and there is no reason to believe that any of the IT Contracts will not be renewed on the same or substantially the same terms when they expire. The Company and its Subsidiaries have undertaken appropriate due diligence in line with industry standards and practices on any third parties that process or have access to Sensitive Information or that have access to critical IT Assets.

SECTION 3.16. Anti-Takeover Provisions. Assuming the accuracy of Parent's and Merger Sub's representations and warranties set forth in Section 4.11, the Special Committee has taken all actions necessary to ensure that the restrictions applicable to business combinations contained in Section 203 of the DGCL are not, and will not be, applicable to this Agreement and to the consummation of the Transactions, including the Merger. To the Knowledge of the Company, no other Takeover Law applies or will apply to this Agreement or to the consummation of Transactions, including the Merger. No stockholder rights agreement, "poison pill" or similar anti-takeover agreement or anti-takeover provision in the Company Organizational Documents applies or will apply to the Company with respect to this Agreement or the Transactions, including the Merger.

SECTION 3.17. Contracts. (a) For purposes of this Agreement, "Material Contract" means (i) any Contract to which the Company or any of its Subsidiaries is a party or by which the Company, any of its Subsidiaries or any of their respective properties or assets is bound (other than Company Plans), (ii) any Contracts solely between (x) the Company, on the one hand, and one or more of its Subsidiaries, on the other hand, (y) the Company's Subsidiaries, or (z) the Company or one or more of its Subsidiaries, on the one hand, and the Specified Holders or any of their Affiliates, on the other hand, or (iii) any Contracts related to the Transactions (including the Merger)), in each of clause (i), (ii) or (iii), that is or would be required to be filed as an exhibit to the Company's Annual Report on Form 10-K pursuant to Item 601(b)(10) of Regulation S-K under the Securities Act.

(b) Each Material Contract is valid and binding on the Company or its Subsidiaries to the extent such Person is a party thereto, as applicable, and to the Knowledge of the Company, each other party thereto, and is in full force and effect and is enforceable against the Company or its Subsidiaries, as applicable, in accordance with its terms, except where the failure to be valid, binding or in full force and effect would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, or except insofar as such enforceability may be limited by the Bankruptcy and Equity Exception. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and except as set forth in Schedule 3.17(b) of the Company Disclosure Letter, (i) the Company and each of its Subsidiaries, as applicable, and, to the Knowledge of the Company, any other party thereto, has performed all obligations required to be performed by it under each Material Contract and is not in breach of or default under such Material Contract, (ii) to the Knowledge of the Company, neither the Company nor any of its Subsidiaries has received notice of the existence of any event or condition which constitutes, or, after notice or lapse of time or both, will constitute, a default on the part of the Company or any of its Subsidiaries under any Material Contract and (iii) to the Knowledge of the Company, there are no events or conditions which constitute, or, after notice or lapse of time or both, will constitute a default on the part of any counterparty under such Material Contract. From July 1, 2021 to the date of this Agreement, neither the Company nor any of its Subsidiaries have received written notice or, to the Knowledge of the Company, any other notice, from any other party to any Material Contract that it intends to (A) terminate such Material Contract or (B) seek to change, materially and adversely, the terms and conditions of such Material Contract.

SECTION 3.18. Insurance. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company and its Subsidiaries own or hold policies of insurance with financially sound and reputable insurers, or are self-insured, in amounts providing reasonably adequate coverage against all risks customarily insured against by companies in similar lines of business as the Company and its Subsidiaries. All such insurance policies are in full force and effect except for any expiration thereof in accordance with the terms thereof, no written notice of cancelation or modification has been received other than in connection with ordinary renewals, all premiums due have been paid in full, no insurance claim has been disputed or denied by the applicable insurer, and there is no existing default or event which, with the giving of notice or lapse of time or both, would constitute a material breach or a material default by any insured thereunder.

SECTION 3.19. Opinion of Financial Advisor. The Special Committee (in such capacity) has received the opinion of Houlihan Lokey Capital, Inc. ("Houlihan"), as financial advisor to the Special Committee, on or prior to the date of this Agreement, to the effect that, as of the date of such opinion, and based upon and subject to the assumptions made, procedures followed, qualifications, limitations and other matters considered in connection with the preparation of such opinion, the Merger Consideration to be received by the Public Stockholders (except as set forth in such opinion) in the Merger is fair, from a financial point of view, to the Public Stockholders, as of the date of such opinion. It is agreed and understood that such opinion is for the benefit of the Special Committee and may not be relied on by Parent or Merger Sub for any purpose. The Company shall provide to Parent, solely for informational purposes, a written copy of such opinion promptly following the execution of this Agreement.

SECTION 3.20. Brokers and Other Advisors. Except for Houlihan and as set forth on Schedule 3.20 of the Company Disclosure Letter, the fees (the aggregate amount of which have been disclosed to Parent or its legal counsel on or prior to the date hereof) and expenses of which will be paid by the Company, no broker, investment banker, financial advisor or other similar Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the Transactions based upon arrangements made by or on behalf of the Company or any of its Subsidiaries.

SECTION 3.21. Title to Properties and Assets. (a) The Company and its Subsidiaries have not owned, do not own and are not a party to any purchase and sale agreement, option or other agreement granting to them the right to purchase or own any real property of any kind.

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) the Company and its Subsidiaries have valid leasehold, subleasehold or license interests in all Leased Real Property, free and clear of all Liens, except Permitted Liens, and (ii) there exists no default or event of default under any of the Real Property Leases (or any event that with notice or lapse of time or both would become a default) on the part of the Company or any of its Subsidiaries (as applicable) or, to the Knowledge of the Company, as of the date of this Agreement, any other party to the Real Property Leases. There are no subleases, licenses or occupancy agreements to which the Company or any Subsidiary is a party (as landlord or licensor).

SECTION 3.22. No Other Representations or Warranties. (a) Except for the representations and warranties expressly made by the Company in this Article III and the certificate delivered by the Company pursuant to Section 6.02(a), neither the Company nor any of its Subsidiaries, nor any other Person, has made or is making any other express or implied representation or warranty with respect to the Company or any of its Subsidiaries or their respective businesses, operations, assets, liabilities, condition (financial or otherwise) or prospects, notwithstanding the delivery or disclosure to Parent, Merger Sub or any of their respective Representatives or Affiliates of any documentation, forecasts or other information with respect to any one or more of the foregoing, and each of Parent and Merger Sub acknowledges the foregoing. In particular, and without limiting the generality of the foregoing, except for the representations and warranties expressly made by the Company in this Article III and the certificate delivered by the Company pursuant to Section 6.02(a), neither the Company nor any other Person makes or has made any express or implied representation or warranty to Parent, Merger Sub or any of their respective Representatives or Affiliates with respect to (i) any financial projection, forecast, estimate, budget or prospective information relating to the Company, any of its Subsidiaries or their respective businesses or (ii) any oral, written or other information presented or provided to Parent, Merger Sub or any of their respective Representatives or Affiliates in the course of their due diligence investigation of the Company and its Subsidiaries, the negotiation of this Agreement or the course of the Transactions.

(b) Notwithstanding anything to the contrary contained in this Agreement, the Company acknowledges and agrees that neither Parent nor Merger Sub, nor any Affiliate or Representative of either of them, has made or is making any representation or warranty relating to Parent, any of its Subsidiaries or Merger Sub, whatsoever, express or implied, beyond those expressly given by Parent and Merger Sub in Article IV and the certificate delivered by the Parent and Merger Sub pursuant to Section 6.03(a), including any implied representation or warranty as to the accuracy or completeness of any information regarding Parent and its Subsidiaries furnished or made available to the Company or any of its Representatives, and that the Company has not relied on any such other representation or warranty not set forth in Article IV and the certificate delivered by the Parent and Merger Sub pursuant to Section 6.03(a).

ARTICLE IV
Representations and Warranties of Parent and Merger Sub

Parent and Merger Sub jointly and severally represent and warrant to the Company that, except as set forth in the disclosure letter delivered by Parent to the Company concurrently with the execution and delivery of this Agreement (the "Parent Disclosure Letter") (it being understood that any information, item or matter set forth in one section or subsection of the Parent Disclosure Letter shall be deemed disclosed with respect to, and shall be deemed to apply to and qualify, the section or subsection of this Agreement to which it corresponds in number and each other section or subsection of this Agreement to the extent that it is reasonably apparent on the face of such disclosure that such information, item or matter is relevant to such other section or subsection):

SECTION 4.01. Organization; Standing. Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and Merger Sub is a corporation duly incorporated, validly existing and is in good standing under the laws of the State of Delaware. Each of Parent and Merger Sub has all requisite corporate power and authority necessary to carry on its business as it is now being conducted and to own, lease and operate its assets and properties, except as would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect. Each of Parent and Merger Sub is duly licensed or qualified to do business and is in good standing (where such concept is recognized under applicable Law) in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect.

SECTION 4.02. Authority; Noncontravention; Voting Requirements. (a) Each of Parent and Merger Sub has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder and, subject to obtaining the

Merger Sub Stockholder Approval, to consummate the Transactions. The execution, delivery and performance by Parent and Merger Sub of this Agreement and the consummation by Parent and Merger Sub of the Transactions, have been unanimously authorized and approved by each of the Parent Board and the Merger Sub Board, as applicable, and, except for filing the Certificate of Merger with the Secretary of State pursuant to the DGCL and obtaining the Merger Sub Stockholder Approval (which approval shall be provided by the written consent of Parent as promptly as practicable following the execution of this Agreement (and in any event within 24 hours)), no other action (including any stockholder vote or other action) on the part of Parent or Merger Sub is necessary to authorize the execution, delivery and performance by Parent and Merger Sub of this Agreement and the consummation by Parent and Merger Sub of the Transactions. This Agreement has been duly and validly executed and delivered by Parent and Merger Sub and, assuming due authorization, execution and delivery hereof by the Company, constitutes a legal, valid and binding obligation of each of Parent and Merger Sub, enforceable against each of them in accordance with its terms, except that such enforceability may be limited by and is subject to the Bankruptcy and Equity Exception.

(b) The Parent Board has, and the Merger Sub Board has unanimously, (i) determined that this Agreement and the Transactions, including the Merger, on the terms and subject to the conditions set forth herein, are advisable, fair to and in the best interests of, Parent and Merger Sub and (ii) adopted resolutions that have approved and declared advisable this Agreement and the Transactions, and, as of the date of this Agreement, such resolutions have not been subsequently rescinded, modified or withdrawn in any way.

(c) Neither the execution and delivery of this Agreement by Parent and Merger Sub, nor the consummation by Parent or Merger Sub of the Transactions, nor performance or compliance by Parent or Merger Sub with any of the terms or provisions hereof, will (i) conflict with or violate any provision of the certificates or articles of incorporation, memorandum of association, by-laws or other comparable charter or organizational documents of (A) Parent or Merger Sub or (B) any of Parent's other Subsidiaries or (ii) assuming that the Merger Sub Stockholder Approval is obtained, the filings referred to in Section 4.03 are made and any waiting periods thereunder have terminated or expired, in each case prior to the Effective Time, (A) violate any Law applicable to Parent or Merger Sub, (B) violate or constitute a default under (with or without notice, lapse of time or both) any of the terms, conditions or provisions of any Contract to which Parent or any of its Subsidiaries, as applicable, are bound or give rise to any right to terminate, cancel, amend, modify or accelerate Parent's or, if applicable, any of its Subsidiaries', rights or obligations under any such Contract, (C) give rise to any right of first refusal, preemptive right, tag-along right, transfer right or other similar right of any other party to a Contract to which Parent or any of its Subsidiaries is bound or (D) result in the creation of any Lien on any properties or assets of Parent or any of its Subsidiaries, except, in the case of clauses (i)(B), (i)(C) and (ii), as would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect.

(d) The Merger Sub Stockholder Approval (which approval shall be provided by the written consent of Parent as contemplated by Section 5.10) is the only vote or approval of the holders of any class or series of shares of Merger Sub that is necessary to approve this Agreement and the Merger.

(e) Assuming the accuracy of the representations and warranties of the Company set forth in Section 3.02, as of the date of the delivery of the Stockholder Consent, (i) the Specified Stockholders own all of the Class B Shares outstanding as of such time, and (ii) the Specified Stockholders own a majority of the aggregate voting power of the Common Shares outstanding as of such time.

SECTION 4.03. Governmental Approvals. Except for the Governmental Approvals, no Consent of, or filing, declaration or registration with, any Governmental Authority is necessary for the execution and delivery of this Agreement by Parent and Merger Sub, the performance by Parent and Merger Sub of their obligations hereunder and the consummation by Parent and Merger Sub of the Transactions, other than such other Consents, filings, declarations or registrations that, if not obtained, made or given, would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect. No Person that (i) is an Affiliate of Parent or Merger Sub and (ii) is not a party to a Commitment Letter or this Agreement is required under applicable Law to make or obtain any Consent, filing, declaration or registration in connection with the Transactions.

SECTION 4.04. Ownership and Operations of Merger Sub. Parent owns beneficially and of record all of the issued and outstanding shares of Merger Sub, free and clear of all Liens. Merger Sub was formed solely for the purpose of engaging in the Transactions, has no assets, liabilities or obligations of any nature other than those incidental to its formation and those in furtherance

of the Transactions, and prior to the Effective Time, will not have engaged in any business activities other than those relating to the Transactions.

SECTION 4.05. Financing; Commitment Letters. (a) As of the date hereof, Parent has delivered to the Company (i) true, correct and complete copies of fully executed equity commitment letters dated as of the date hereof, together with all schedules, exhibits, annexes and term sheets attached thereto (the "Equity Commitment Letters"), from the parties thereto (collectively, the "Equity Commitment Parties"), pursuant to which the Equity Commitment Parties have committed, subject to the terms and conditions thereof, to invest in Parent, directly or indirectly, the amounts set forth therein for the purpose of consummating the Merger (such financing, the "Equity Financing") and (ii) a true, correct and complete copy of a fully executed debt commitment letter dated as of the date hereof, together with all schedules, exhibits, annexes and term sheets attached thereto (the "Debt Commitment Letter", and together with the Equity Commitment Letters, the "Commitment Letters"), from the party thereto (the "Debt Commitment Party", and together with the Equity Commitment Parties, the "Commitment Parties"), pursuant to which the Debt Commitment Party has committed, subject to the terms and conditions thereof, to purchase notes from Parent, directly or indirectly, in the amount set forth therein for the purpose of consummating the Merger (such financing, the "Debt Financing", and together with the Equity Financing, the "Financing"). As of the date of this Agreement, the Commitment Letters in the form delivered to the Company have not been amended or modified, no such amendments or modifications are contemplated by Parent and Merger Sub or, to the Knowledge of Parent and Merger Sub, any of the other parties thereto, and none of the obligations and commitments contained in such Commitment Letters have been withdrawn, terminated or rescinded in any respect and no such withdrawal, termination or rescission is contemplated by Parent and Merger Sub or, to the Knowledge of Parent and Merger Sub, any of the other parties thereto. Assuming the Financing is funded in accordance with the Commitment Letters, the Rollover is consummated in accordance with the Rollover Agreements, and the satisfaction of the conditions set forth in Article VI, the funding of the commitments contemplated by the Commitment Letters, along with the Company's Cash on Hand at the Closing and the Rollover contemplated by the Rollover Agreements, will, in the aggregate, be sufficient for Parent and Merger Sub to pay the aggregate Merger Consideration and any other amount required to be paid by Parent or Merger Sub in connection with the consummation of the Transactions, including any fees and expenses payable by Parent or Merger Sub pursuant to this Agreement (the "Required Amount").

(b) The Commitment Letters are in full force and effect and are the legal, valid, binding and enforceable obligations of Parent and each of the other parties thereto, except as enforcement may be limited by and subject to the Bankruptcy and Equity Exception. As of the date of this Agreement, no event has occurred which, with or without notice, lapse of time or both, would or would reasonably be expected to constitute a default or breach on the part of any party to the Commitment Letters. As of the date of this Agreement, and assuming the satisfaction of the conditions set forth in Article VI, Parent does not have any reason to believe that any party to the Commitment Letters will be unable to satisfy on a timely basis any term or condition of the Commitment Letters required to be satisfied by it, that the conditions to the Financing in the Commitment Letters will not otherwise be satisfied or that the full amount of the Financing will not be available on the Closing Date. The only conditions precedent or other contingencies related to the obligations of the Commitment Parties to fund the full amount of the Financing are those expressly set forth in the Commitment Letters as of the date hereof. Except as set forth on Schedule 4.05 of the Parent Disclosure Letter, as of the date of this Agreement, there are no side letters or other Contracts, arrangements or understandings (whether oral or written and whether or not legally binding) or commitments to enter into side letters or other Contracts, arrangements or understandings (whether oral or written and whether or not legally binding) to which Parent or any of its Affiliates is a party related to the Financing other than as expressly contained in the Commitment Letters and delivered to the Company prior to the date of this Agreement. For the avoidance of doubt, in no event shall the receipt or availability of any funds or financing by or to Parent or any Affiliate of Parent be a condition to any of Parent's or Merger Sub's obligations hereunder.

SECTION 4.06. Certain Arrangements. Except as set forth on Schedule 4.06 of the Parent Disclosure Letter, none of Parent, Merger Sub or any of their respective Affiliates (including any Specified Stockholder) has entered into any Contract, arrangement or understanding (in each case, whether oral or written), or authorized, committed or agreed to enter into any Contract, arrangement or understanding (in each case, whether oral or written), pursuant to which any holder of any Class A Shares issued and outstanding immediately prior to the Effective Time would be entitled to receive consideration of a different amount or nature than as set forth in this Agreement. As of the date of this Agreement, there are no Contracts or other arrangements or understandings (whether oral or written) or commitments to enter into Contracts or other arrangements or understandings (whether oral or written) between Parent, Merger Sub, the Specified Stockholders, the Commitment Parties or any of their respective Affiliates, on the one hand, and any of the Company's directors, officers, employees or Affiliates, on the other hand, the subject of which relates to the Transactions, including the Merger.

SECTION 4.07. Solvency. Assuming the accuracy of the representations and warranties of the Company set forth in Article III, after giving effect to the Merger, the Surviving Company will be able to pay its debts as they become due, will own property that has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities) and will not have unreasonably small capital with which to conduct its businesses. No transfer of property is being made and no obligation is being incurred in connection with the Transactions with the intent to hinder, delay or defraud either present or future creditors of the Surviving Company.

SECTION 4.08. Brokers and Other Advisors. Except for Moelis & Company LLC, no broker, investment banker, financial advisor or other similar Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the Transactions based upon arrangements made by or on behalf of Parent or any of its Subsidiaries, except for Persons, if any, whose fees and expenses will be paid by Parent.

SECTION 4.09. No Other Representations or Warranties. (a) Parent and Merger Sub each acknowledges that it and its Representatives have received access to such books and records, facilities, equipment, Contracts and other assets of the Company which it and its Representatives have desired or requested to review, and that it and its Representatives have had full opportunity to meet with the management of the Company and to discuss the business and assets of the Company. Except for the representations and warranties expressly set forth in Article III and the certificate delivered by the Company pursuant to Section 6.02(a), Parent and Merger Sub hereby agree and acknowledge that (i) neither the Company nor any of its Subsidiaries, nor any other Person, has made or is making, and Parent and Merger Sub are not relying on, any other express or implied representation or warranty with respect to the Company or any of its Subsidiaries or their respective businesses, operations, assets, liabilities, condition (financial or otherwise) or prospects, including with respect to any information made available to Parent, Merger Sub or any of their respective Representatives or Affiliates or any information developed by Parent, Merger Sub or any of their respective Representatives or Affiliates based thereon and (ii) neither the Company nor any of its Subsidiaries, nor any other Person, will have or be subject to any liability to Parent or Merger Sub resulting from the delivery, dissemination or any other distribution to Parent, Merger Sub or any of their respective Representatives or Affiliates, or the use by Parent, Merger Sub or any of their respective Representatives or Affiliates, of any information made available to Parent, Merger Sub or any of their respective Representatives or Affiliates, including in any "data rooms" or management presentations, in anticipation or contemplation of any of the Transactions. Parent and Merger Sub hereby acknowledge (each for itself and on behalf of its Affiliates and Representatives) that it has conducted, to its satisfaction, its own independent investigation of the business, operations, assets and financial condition of the Company and its Subsidiaries and, in making its determination to proceed with the Transactions, each of Parent, Merger Sub and their respective Affiliates and Representatives have relied on the results of their own independent investigation and have not relied on any express or implied representations or warranties regarding the Company and its Subsidiaries other than those expressly set forth in Article III and the certificate delivered by the Company pursuant to Section 6.02(a).

(b) Except for the representations and warranties expressly made by Parent and Merger Sub in this Article IV and the certificate delivered by Parent and Merger Sub pursuant to Section 6.03(a), neither Parent, Merger Sub nor any other Person makes any other express or implied representation or warranty with respect to Parent or Merger Sub or their respective businesses, operations, assets, liabilities, condition (financial or otherwise) or prospects, notwithstanding the delivery or disclosure to the Company or any of its Representatives of any documentation, forecasts or other information with respect to any one or more of the foregoing, and the Company acknowledges the foregoing.

SECTION 4.10. Legal Proceedings. Except as would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect, as of the date of this Agreement, there is no (a) pending or, to the Knowledge of Parent and Merger Sub, threatened in writing, legal or administrative proceeding, suit, arbitration or action or, to the Knowledge of Parent and Merger Sub, investigation against Parent or any of its Subsidiaries or (b) outstanding Judgment imposed upon Parent or any of its Subsidiaries or any director or officer of Parent or any of its Subsidiaries (in their capacity as such) or, to the Knowledge of Parent, any other Person for whom Parent or any of its Subsidiaries may be liable as an indemnifying party or otherwise, in each case, by or before any Governmental Authority.

SECTION 4.11. Ownership of Common Shares. (a) None of Parent, Merger Sub, the Commitment Parties or any of their respective Affiliates (other than the Specified Stockholders), as of the date of this Agreement, is a party to any Contract, other arrangement or understanding (whether written or oral) (other than this Agreement and between or among any of the Specified Stockholders or as otherwise disclosed in any Schedule 13D filing with the SEC made by any of the Specified Stockholders) for the purpose of acquiring, holding, voting or disposing of any Common Shares, and (b) none of Parent, Merger Sub, the Commitment Parties

or any of their respective Affiliates is or has been an "interested shareholder" under Section 203 of the DGCL subject to the restrictions on "business combinations" thereunder.

SECTION 4.12. National Security Matters. Except as set forth on Schedule 4.12 of the Parent Disclosure Letter, to the Knowledge of Parent and Merger Sub, none of the Parent, Merger Sub, the Commitment Parties, nor any of their respective Affiliates or investors is a "foreign person" within the meaning of 31 C.F.R. § 800.224.

SECTION 4.13. Operations of Company. Parent and Merger Sub each acknowledge that (a) the Company does not, and will not, have sufficient Cash on Hand or other sources of readily available funds to enable it to operate its businesses in the ordinary course of business during the period from the date of this Agreement until the Effective Time and (b) in the event of any failure by Parent to raise additional capital in order to operate the Company's businesses during the period from the date of this Agreement until the Effective Time, neither Parent nor Merger Sub shall use any deterioration in the business, properties, assets, liabilities, financial condition or results of operations of the Company or its Subsidiaries as a basis to refuse to consummate the Transactions, including the Merger, or terminate the Agreement.

ARTICLE V
Additional Covenants and Agreements

SECTION 5.01. Conduct of Business. (a) Except (i) as required by applicable Law or Judgment, (ii) as expressly contemplated, permitted or required by this Agreement, (iii) to the extent reasonably undertaken in connection with any COVID-19 Measures, (iv) subject to Section 5.01(b)(xxi) and solely to the extent and for so long as the Company's Cash on Hand (including, for the avoidance of doubt, any amounts held pursuant to escrow arrangements or in the Segregated Account) shall be less than an amount equal to the then in effect Minimum Cash Amount plus $500,000, in connection with any preparatory work required for seeking relief under the United States Bankruptcy Code, solely to the extent the Special Committee has determined in good faith, after consultation with, and taking into account the advice of, its financial advisor and outside legal counsel, that the failure to conduct such preparatory work would be inconsistent with the directors' fiduciary duties under applicable Laws, and which preparatory work shall take into account any such previously prepared preparatory work in order to minimize cost ("Bankruptcy Preparatory Work") or (v) as described in Schedule 5.01(a) of the Company Disclosure Letter, in each case, during the period from the date of this Agreement until the Effective Time (or such earlier date on which this Agreement is validly terminated pursuant to Section 7.01), unless Parent otherwise expressly consents in writing (such consent not to be unreasonably withheld, conditioned or delayed), the Company shall, and shall cause each of its Subsidiaries to, use its and their commercially reasonable efforts (taking into consideration the financial condition and cash runway of the Company) to (x) carry on its business in all material respects in the ordinary course of business and (y) preserve intact in all material respects its and each of its Subsidiaries' business organizations and existing relations with key customers, suppliers and other Persons with whom the Company or its Subsidiaries have significant business relationships and the goodwill and reputation of the Company's and its Subsidiaries' respective businesses; provided, however, that no action by the Company or its Subsidiaries with respect to the matters specifically addressed by any provision of Section 5.01(b) shall be deemed a breach of this Section 5.01(a) unless such action would constitute a breach of Section 5.01(b); provided, further, that any effect resulting from the Company's public announcement of its consideration of a potential filing of a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code shall not be deemed to constitute, or be taken into account in determining whether there has been, a breach of this Section 5.01(a).

(b) Except (i) as required by applicable Law or Judgment, (ii) as expressly contemplated, permitted or required by this Agreement, (iii) to the extent reasonably undertaken in connection with any COVID-19 Measures, (iv) subject to Section 5.01(b)(xxi) and solely to the extent and for so long as the Company's Cash on Hand (including, for the avoidance of doubt, any amounts held pursuant to escrow arrangements or in the Segregated Account) shall be less than an amount equal to the then in effect Minimum Cash Amount plus $500,000, in connection with any Bankruptcy Preparatory Work or (v) as described in Schedule 5.01(b) of the Company Disclosure Letter, in each case, during the period from the date of this Agreement until the Effective Time (or such earlier date on which this Agreement is validly terminated pursuant to Section 7.01), unless Parent otherwise expressly consents in writing (such consent not to be unreasonably withheld, conditioned or delayed), the Company shall not, and shall cause each of its Subsidiaries not to:

(i) issue, sell, transfer, pledge, dispose of, grant or authorize the issuance, sale, transfer, pledge, disposition or grant of, any shares of its capital stock or other equity or voting interests, or any securities or rights convertible into, exchangeable or exercisable for, or evidencing the right to subscribe for, any shares of its capital stock or other equity or voting

interests, or any rights, warrants or options to purchase any shares of its capital stock or other equity or voting interests, except any issuance of Common Shares or other securities as required pursuant to the vesting, settlement or exercise of Company Equity Awards or purchase rights under the Company ESPP, in each case outstanding on the date of this Agreement in accordance with the terms of the applicable Company Equity Award or the Company ESPP, in each case in effect on the date of this Agreement;

(ii) redeem, purchase or otherwise acquire, directly or indirectly, any outstanding Common Shares or other equity or voting interests of the Company or its Subsidiaries or any rights, warrants or options to acquire any Common Shares or other equity or voting interests of the Company or its Subsidiaries, except (A) pursuant to the Company Equity Awards or purchase rights under the Company ESPP, in each case outstanding on the date of this Agreement and in accordance with the terms of the applicable Company Equity Award or the Company ESPP, in each case in effect on the date of this Agreement or (B) in connection with the satisfaction of Tax withholding obligations with respect to Company Equity Awards;

(iii) establish a record date for, declare, set aside for payment or pay any dividend on, or make any other distribution in respect of, any shares of its capital stock or other equity or voting interests, or any securities or rights convertible into, exchangeable or exercisable for, or evidencing the right to subscribe for, any shares of its capital stock or other equity or voting interests, except dividends or distributions from wholly owned Subsidiaries of the Company to other wholly owned Subsidiaries of the Company or to the Company;

(iv) split, combine, subdivide or reclassify any Common Shares or other equity or voting interests of the Company or any non-wholly owned Subsidiaries of the Company;

(v) (A) amend the Company Organizational Documents or (B) amend in any material respect the comparable organizational documents of any of the Subsidiaries of the Company;

(vi) adopt a plan or agreement of complete or partial liquidation or dissolution, merger, amalgamation, consolidation, restructuring, recapitalization or other reorganization of the Company or any of its Subsidiaries;

(vii) except as required by the terms of any Company Plan, as in effect on the date hereof: (A) increase or commit to increase the compensation or other benefits payable or provided to any current or former employee, officer, director or independent contractor of the Company or any of its Subsidiaries; (B) increase or commit to increase, or accelerate or commit to accelerate, the funding, payment or vesting of compensation or benefits provided under any Company Plan; (C) grant, commit to grant or announce any cash or equity or equity-based incentive awards, bonus, change of control, severance or retention award to any current or former employee, officer, director or independent contractor of the Company or any of its Subsidiaries; (D) establish, adopt, enter into, terminate or materially amend any Company Plan (or any plan, program, agreement or arrangement that would be a Company Plan if in effect on the date hereof); (E) except as required by applicable Law, recognize or certify any labor union, labor organization, works council or group of employees as the bargaining representative of any employees of the Company or its Subsidiaries; (F) hire or engage, or furlough or terminate (other than for "cause"), the employment or engagement of any employee, consultant, independent contractor or individual service provider of the Company or any of its Subsidiaries whose title is "Vice President" or above or any other person whose annual base salary or wages exceeds $360,000 (other than hiring to replace a departed employee in the ordinary course of business consistent with past practice); (G) waive or release any noncompetition, nonsolicitation, nondisclosure, noninterference, nondisparagement, or other restrictive covenant obligation of any current or former employee, consultant, independent contractor or individual service provider; (H) enter into any change in control, severance or similar agreement or any retention or similar agreement with any officer, employee, director, consultant, independent contractor, or other individual service provider of the Company or any of its Subsidiaries, except as may be required by applicable law or the terms of the Company Plan in effect as of the date hereof; or (I) implement any employee layoffs, plant closings, reductions in force, furloughs, temporary layoffs, salary or wage reductions, work schedule changes or other similar action, to the extent such actions implicate the Worker Adjustment and Retraining Notification Act of 1988, as amended or any similar Laws;

(viii) sell, pledge, dispose of, transfer, lease, sublease, license, guarantee or encumber any material asset (other than Intellectual Property), except in the ordinary course of business consistent with past practice;

(ix) make or authorize capital expenditures or commitments therefor not exceeding $5,000,000 million in the aggregate;

(x) sell, assign, transfer, license, sublicense, abandon, cancel, terminate or dispose of, permit to lapse or fail to renew or maintain any material Company Intellectual Property, other than non-exclusive licenses in the ordinary course of business, or disclose any material Trade Secrets or other material confidential information of the Company or any of its Subsidiaries, other than pursuant to a written confidentiality and non-disclosure Contract entered into in the ordinary course of business;

(xi) other than in the ordinary course of business and in all material respects consistent with past practice, (A) enter into or become bound by, or permit any of the assets owned by or used by it to become bound by, any Material Contract or (B) materially amend, terminate or waive any material right or remedy under any Material Contract;

(xii) other than transactions solely between the Company and its wholly owned Subsidiaries or solely between its wholly owned Subsidiaries, acquire any business, assets or capital stock of any Person or division thereof, whether in whole or in part (and whether by purchase of stock, purchase of assets, merger, consolidation or otherwise), other than the acquisition of assets from vendors or suppliers of the Company or any of its Subsidiaries in the ordinary course of business consistent with past practice;

(xiii) terminate any existing line of business, or enter into any new line of business, in each case that is material to the Company and its Subsidiaries, taken as a whole;

(xiv) create or incur any Lien that would be material in scope and amount to the Company and its Subsidiaries taken as a whole, other than Permitted Liens or Liens securing indebtedness permitted pursuant to clause (xv) below;

(xv) (A) incur, assume, guarantee or otherwise become liable for any indebtedness (directly, contingently or otherwise), other than borrowings under any existing credit facility (including the Securities Purchase Agreement dated August 4, 2023, as amended) or borrowings from any trade creditor in the ordinary course of business consistent with past practice not to exceed $2,000,000 in the aggregate or (B) enter into any Contract related to the foregoing;

(xvi) cancel, modify, waive or prepay any indebtedness or claims held by or owed to the Company or any of its Subsidiaries except as canceled, modified, waived or prepaid in the ordinary course of business not to exceed $250,000 individually or $1,000,000 million in the aggregate;

(xvii) sell inventory outside of the ordinary course of business or fail to order, maintain and manage levels of inventory consistent with the levels ordered, maintained and managed by the Company and its Subsidiaries in the ordinary course of business;

(xviii) other than with respect to any Action commenced or, to the Company's Knowledge, threatened against the Company or its directors which relates to this Agreement or the Transactions, which shall be subject to Section 5.09, settle any Action for an amount in excess of $100,000 individually or $500,000 in the aggregate other than (A) any settlement or compromise where the amount paid or to be paid by the Company or any of its Subsidiaries is fully covered by insurance coverage (subject to any applicable retentions or deductibles) or retention amounts maintained by the Company or any of its Subsidiaries and (B) settlements or compromises of any Action for an amount not materially in excess of the amount, if any, reflected or specifically reserved in the balance sheet (or the notes thereto) of the Company included in the Company Financial Statements (with materiality measured relative to the amount so reflected or reserved, if any); provided that, in the case of each of the foregoing clauses (A) and (B), the settlement or compromise of such Action (x) does not impose any material restriction on the business or operations of the Company or any of its Subsidiaries (or the Surviving Company, Parent or any of its Subsidiaries after the Closing) and (y) does not include any non-monetary or injunctive relief, or the admission of wrongdoing, by the Company or any of its Subsidiaries or any of their respective officers or directors;

(xix) (A) make or change any material Tax election; (B) settle, consent to or compromise any material Tax claim or assessment or surrender a right to a material Tax refund; (C) consent to any extension or waiver of any limitation period with respect to any material Tax claim or assessment; (D) file an amended Tax Return that could materially increase the Taxes payable by the Company or its Subsidiaries; or (E) enter into a closing agreement with any Governmental Authority regarding any material Tax;

(xx) make any material changes with respect to financial accounting policies or procedures, except as required by Law or by GAAP or official interpretations thereof or by any Governmental Authority or quasi-Governmental Authority (including the Financial Accounting Standards Board or any similar organization);

(xxi) pay any Professional Fees other than in accordance with the parameters set forth in Schedule 5.01(b)(xxi) of the Company Disclosure Letter;

(xxii) deposit, transfer to, cause to be deposited, or cause to be transferred to, the Segregated Account any amounts for the purposes of replenishing Segregated Funds that were withdrawn from the Segregated Account at the direction of the Special Committee in accordance with the penultimate sentence of Section 2.08 (other than, for the avoidance of doubt, any replenishment of the Segregated Funds pursuant to the cure right set forth in Section 7.01(d)(v)); or

(xxiii) authorize any of, or commit or agree, in writing or otherwise, to take any of, the foregoing actions.

(c) Except as expressly contemplated, permitted or required by this Agreement, during the period from the date of this Agreement until the Effective Time (or such earlier date on which this Agreement is validly terminated pursuant to Section 7.01), neither Parent nor its Affiliates shall acquire or agree to acquire by merging or consolidating with, or by purchasing a material portion of the assets of or equity in, any Person, if doing so would reasonably be expected to (i) prevent, materially delay or materially impair the obtaining of, or adversely affect in any material respect the ability of Parent to procure, any Consents of any Governmental Authority necessary for the consummation of the Transactions or (ii) materially increase the risk of any Governmental Authority enacting, promulgating, issuing, entering, amending or enforcing any Judgment or Law enjoining, restraining or otherwise making illegal, preventing or prohibiting the consummation of the Merger.

SECTION 5.02. No Solicitation by the Company; Change in Recommendation. (a) Except as permitted by this Section 5.02, from the date hereof until the Effective Time (or, if earlier, the valid termination of this Agreement in accordance with Article VII), the Company shall and shall cause each of its Subsidiaries and its and their officers, employees and directors to, and shall instruct and direct its other Representatives to, (i) immediately cease any discussions or negotiations with any Persons that may be ongoing as of the date hereof with respect to an Acquisition Proposal and (ii) not, directly or indirectly, (A) solicit, initiate or knowingly encourage or knowingly facilitate the making of an Acquisition Proposal, (B) engage in or otherwise participate in any discussions or negotiations regarding, or furnish to any other Person any non-public information or access to its properties or assets for the purpose of encouraging or facilitating, an Acquisition Proposal, or (C) enter into any Company Acquisition Agreement.

(b) Notwithstanding anything contained in Section 5.02(a) or any other provision of this Agreement to the contrary, if at any time prior to the delivery and effectiveness of the Stockholder Consent, the Company receives an Acquisition Proposal, which Acquisition Proposal did not result from a breach of this Section 5.02 in any material respect, then (i) the Company and its Representatives may contact and engage in discussions with such Person or group of Persons making the Acquisition Proposal or its or their Representatives to clarify the terms and conditions thereof or to request that any Acquisition Proposal made orally be made in writing and (ii) if the Company Board (acting on the recommendation of the Special Committee) or the Special Committee determines in good faith after consultation with, and taking into account the advice of, its financial advisor and outside legal counsel that such Acquisition Proposal constitutes or would reasonably be expected to lead to a Superior Proposal, then the Company and its Representatives may (x) enter into an Acceptable Confidentiality Agreement with the Person or group of Persons making the Acquisition Proposal and furnish pursuant thereto information (including non-public information) with respect to the Company and its Subsidiaries to the Person or group of Persons who has made such Acquisition Proposal and its or their respective Representatives and financing sources; provided that the Company shall promptly provide to Parent any non-public information concerning the Company or any of its Subsidiaries that is provided to any Person or group of Persons given such access or its or their Representatives or financing sources that was not previously provided or not otherwise available to Parent or its Representatives and (y) engage in or otherwise participate in discussions or negotiations with the Person or group of Persons making such Acquisition Proposal and its or their Representatives and financing sources, including to solicit the making of a revised Acquisition Proposal.

(c) The Company shall promptly (and in any event within two (2) business days) notify Parent in the event that the Company or any of its Subsidiaries or its or their Representatives receives an Acquisition Proposal and shall disclose to Parent the material terms and conditions of any such Acquisition Proposal and copies of any written Acquisition Proposal, including proposed agreements, and the identity of the Person or group of Persons making such Acquisition Proposal, and the Company shall, upon the request of Parent, keep Parent reasonably informed on a prompt basis of any material developments with respect to any such Acquisition Proposal (including any material changes thereto) and promptly provide to Parent after receipt or delivery thereof copies of all material correspondence and other material written materials provided to or sent by the Company or any of its Subsidiaries from or to any third party (except for the Company's, the Company Board's or the Special Committee's Representatives) relating to any Acquisition Proposal. The Company agrees that it and its Subsidiaries will not enter into any confidentiality agreement with any Person subsequent to the date of this Agreement that prohibits the Company or any of its Subsidiaries from providing any information to Parent in accordance with this Section 5.02(c). For the avoidance of doubt, all information provided to Parent pursuant to this Section 5.02 will be subject to the terms of the Confidentiality Agreement.

(d) Neither the Company Board, the Special Committee nor any other committee of the Company Board shall (i)(A) withhold or withdraw (or modify in a manner adverse to Parent), or publicly propose to withhold or withdraw (or modify in a manner adverse to Parent), the Company Board Recommendation, (B) recommend, approve or adopt, or publicly propose to recommend, approve or adopt, any Acquisition Proposal or (C) fail to include the Company Board Recommendation in the Information Statement (any action described in this clause (i) being referred to as an "Adverse Recommendation Change") or (ii) authorize, cause or permit the Company or any of its Subsidiaries to execute or enter into any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement or other similar agreement relating to any Acquisition Proposal, other than any Acceptable Confidentiality Agreement pursuant to Section 5.02(b) (each, a "Company Acquisition Agreement"). Notwithstanding the foregoing or any other provision of this Agreement to the contrary, prior to the delivery of the Stockholder Consent, the Company Board (acting on the recommendation of the Special Committee) or the Special Committee may, if the Company Board (acting on the recommendation of the Special Committee) or the Special Committee has determined in good faith, after consultation with, and taking into account the advice of, its financial advisor and outside legal counsel, that failure to take such action would be inconsistent with the directors' fiduciary duties under applicable Law, (I) make an Adverse Recommendation Change in response to an Intervening Event or (II) if an Acquisition Proposal is received by the Company that did not result from any breach of this Section 5.02 in any material respect and that the Company Board (acting on the recommendation of the Special Committee) or the Special Committee has determined in good faith, after consultation with, and taking into account the advice of, its financial advisor and outside legal counsel, constitutes a Superior Proposal, make an Adverse Recommendation Change or cause the Company to terminate this Agreement pursuant to Section 7.01(d)(ii) and enter into a Company Acquisition Agreement with respect to such Superior Proposal; provided that (A) the Company shall not be permitted to take any action set forth in clause (I) unless (1) the Company delivers to Parent a written notice (a "Company Notice") advising Parent that the Company intends to take such action and reasonably specifying the reasons therefor and (2) during the period from the delivery of the Company Notice until 5:00 p.m. New York City time, on the fifth business day following the day on which the Company delivered the Company Notice (it being understood that for purposes of calculating such five (5) business days, the first business day will be the first business day after the date of such delivery) (the "Notice Period"), if requested by Parent, the Company engages, or causes its Representatives to engage, in good faith negotiations with Parent and its Representatives regarding any changes to the terms of this Agreement so that such Intervening Event would cease to warrant an Adverse Recommendation Change and (B) the Company shall not be permitted to take any action set forth in clause (II) unless (1) the Company delivers to Parent a Company Notice, including (x) the material terms and conditions of such Acquisition Proposal and the identity of the Person or group of Persons making such Acquisition Proposal and (y) a copy of the then most current version of the Company Acquisition Agreement (if any) with respect to such Acquisition Proposal, (2) during the Notice Period, if requested by Parent, the Company engages, or causes its Representatives to engage, in good faith negotiations with Parent and its Representatives regarding any changes to the terms of this Agreement so that such Acquisition Proposal ceases to constitute a Superior Proposal and (3) after the expiration of the Notice Period, the Company Board (acting on the recommendation of the Special Committee) or the Special Committee determines in good faith, after consultation with, and taking into account the advice of, its financial advisor and outside legal counsel, that such Acquisition Proposal continues to constitute a Superior Proposal (it being understood and agreed that any change in the financial terms or any other material amendment to the terms and conditions of such Superior Proposal will require a new Company Notice and a new two-business-day Notice Period (it being understood that any such two-business-day period will be calculated in the same manner as the initial-five-business-day period and no such new Company Notice shall reduce the initial five-business-day period)). In determining whether to make an Adverse Recommendation Change or terminate this Agreement pursuant to Section 7.01(d)(ii) and enter into a Company Acquisition Agreement with respect to a Superior Proposal, the Company Board and the Special Committee will take into account any changes to the terms of this Agreement committed to in writing by Parent by 5:00 p.m., New York City time, on the last business day of the applicable Notice Period in response to a Company Notice.

(e) Nothing contained in this Section 5.02 or elsewhere in this Agreement shall prohibit the Company, the Company Board (acting on the recommendation of the Special Committee), the Special Committee or any other committee of the Company Board from (i) taking and disclosing to stockholders of the Company a position or communication contemplated by Rule 14e-2(a), Rule 14d-9 or Item 1012(a) of Regulation M-A promulgated under the Exchange Act or (ii) making any disclosure or communication to stockholders of the Company that the Company Board (acting on the recommendation of the Special Committee), the Special Committee or any other committee of the Company Board determines in good faith, after consultation with, and taking into account the advice of, its outside legal counsel, is required by the directors' fiduciary duties or applicable Law (provided that none of the Company, the Company Board, the Special Committee or any other committee of the Company Board may recommend an Acquisition Proposal or otherwise effect an Adverse Recommendation Change other than in accordance with this Section 5.02 (it being understood that any "stop, look or listen" communication pursuant to Rule 14d-9(f) shall not, in and of itself, be deemed to be an Adverse Recommendation Change)).

(f) As used in this Agreement, "Acceptable Confidentiality Agreement" means (i) any confidentiality agreement entered into by the Company from and after the date of this Agreement that contains confidentiality provisions that are not materially less favorable in the aggregate to the Company than those contained in the Confidentiality Agreement and which does not restrict the Company or any of its Subsidiaries from providing the access, information or data required to be provided to Parent pursuant to this Agreement, including this Section 5.02, or (ii) any confidentiality agreement entered into prior to the date of this Agreement; provided, that any Acceptable Confidentiality Agreement need not contain any explicit or implicit standstill or other provisions having similar effect.

(g) As used in this Agreement, "Intervening Event" means any material event, change, effect, condition, development, fact or circumstance with respect to the Company and its Subsidiaries or their respective businesses that (i) becomes known to the Company Board or the Special Committee after the execution and delivery of this Agreement and (ii) does not relate to any Acquisition Proposal; provided that none of the following shall constitute an Intervening Event: (A) the Company or any of its Subsidiaries meeting or exceeding any internal or public projection, budget, forecast, estimate or prediction in respect of revenues, earnings or other financial or operating metrics for any period (it being understood that the underlying facts or occurrences may be considered an Intervening Event to the extent otherwise satisfying the terms of this definition) or (B) any change in and of itself in the market price or trading volume of Class A Shares on the NASDAQ Capital Market or any change in the credit ratings or the ratings outlook for the Company or any of its Subsidiaries or any of their respective securities or any going concern disclosure in any reports, schedules, forms, statements and other documents filed by the Company with the SEC (it being understood that the underlying facts or occurrences giving rise to such change may be considered an Intervening Event to the extent otherwise satisfying the terms of this definition).

(h) As used in this Agreement, "Acquisition Proposal" means any inquiry, proposal or offer (whether or not in writing) from any Person or group of Persons (other than Parent and its Subsidiaries) relating to, in a single transaction or series of related transactions, any direct or indirect (i) acquisition that would result in any Person or group of Persons owning 20% or more of the assets (based on the fair market value thereof, as determined in good faith by the Company Board, the Special Committee or any other committee of the Company Board), revenues or net income of the Company and its Subsidiaries, taken as a whole, (ii) acquisition of Common Shares representing 20% or more of the outstanding Class A Shares, Class B Shares or Common Shares, (iii) tender offer or exchange offer that would result in any Person or group of Persons having beneficial ownership of Common Shares representing 20% or more of the outstanding Class A Shares, Class B Shares or Common Shares or (iv) merger, amalgamation, consolidation, share exchange, business combination, recapitalization, liquidation, dissolution or similar transaction involving the Company pursuant to which such Person or group of Persons (or the stockholders of any Person or group of Persons) would acquire, directly or indirectly, 20% or more of the aggregate voting power of the Company or of the surviving entity in such transaction or the resulting direct or indirect parent of the Company or such surviving entity, in each case, other than the Transactions.

(i) As used in this Agreement, "Superior Proposal" means any *bona fide* written Acquisition Proposal that was not the result of a breach of this Section 5.02 in any material respect and that the Company Board (acting on the recommendation of the Special Committee) or the Special Committee has determined in good faith, after consultation with, and taking into account the advice of, its financial advisor and outside legal counsel, and taking into account all relevant (in the view of the Special Committee) legal, regulatory, financial and other aspects, including the risk and timing of consummation of such proposal and any changes to the terms of this Agreement committed to by Parent in response to such Superior Proposal, would be more favorable to the Public Stockholders than the Merger; provided that, for purposes of this definition of "Superior Proposal", the references to 20% in the definition of Acquisition Proposal shall be deemed to be a reference to 50%.

(j) As used in this Section 5.02, "group" has the meaning ascribed to it in Rule 13d-5 promulgated under the Exchange Act.

SECTION 5.03. Delivery of Stockholder Consent. (a) Parent shall use its reasonable best efforts to obtain from the Specified Stockholders and deliver to the Company as promptly as practicable following the execution and delivery of this Agreement a duly executed written consent substantially in the form attached hereto as Exhibit C (the "Stockholder Consent") to approve and adopt this Agreement in accordance with Section 228 and Section 251(c) of the DGCL.

(b) In connection with the Stockholder Consent, Parent, Merger Sub and the Company shall take all actions necessary or advisable to comply, and shall comply, with the DGCL, including Section 228 and Section 262 thereof, and the Company Organizational Documents.

SECTION 5.04. Preparation of Information Statement and Schedule 13E-3. (a) As promptly as reasonably practicable after the delivery of the Stockholder Consent, the Company shall prepare and file with the SEC a written information statement of the type contemplated by Rule 14c-2 of the Exchange Act in a form and substance that is reasonably acceptable to Parent containing (i) the information specified in Schedule 14C under the Exchange Act concerning the Stockholder Consent and the Merger, (ii) the notice of action by written consent required by Section 228(e) of the DGCL and (iii) the notice of availability of appraisal rights and related disclosure required by Section 262 of the DGCL (including all exhibits and any amendments or supplements thereto, the "Information Statement"). The Company, Parent and Merger Sub shall cooperate to, concurrently with the preparation and filing of the Information Statement, jointly prepare and file with the SEC the Rule 13E-3 transaction statement on Schedule 13E-3 with respect to the Transactions, including the Stockholder Consent and the Merger Agreement (including all exhibits and any amendments or supplements thereto, the "Schedule 13E-3").

(b) The Company shall use its reasonable best efforts so that the Information Statement will comply as to form in all material respects with the requirements of the Exchange Act. Each of the Company, Parent and Merger Sub shall use its reasonable best efforts so that the Schedule 13E-3 will comply as to form in all material respects with the requirements of the Exchange Act. Each of the Company, Parent and Merger Sub shall use its reasonable best efforts to respond (with the assistance of, and after consultation with, each other as provided by this Section 5.04(b)) promptly to any comments of the SEC with respect to the Information Statement and the Schedule 13E-3 and to resolve comments from the SEC. Each of the Company, Parent and Merger Sub shall furnish all information concerning such party or its Affiliates (as applicable) to the others as may be reasonably requested in connection with the preparation, filing and distribution of the Information Statement and the Schedule 13E-3 and the resolution of comments with respect thereto from the SEC. Each of the Company, Parent and Merger Sub shall promptly notify the other parties hereto upon the receipt of any comments from the SEC or its staff or any request from the SEC or its staff for amendments or supplements to the Information Statement or the Schedule 13E-3 and shall provide such other parties with copies of all correspondence between it and its Representatives, on the one hand, and the SEC and its staff, on the other hand. Prior to filing the Information Statement or the Schedule 13E-3 (including, in each case, any amendment or supplement thereto) or responding to any comments of the SEC with respect thereto, each of the Company, Parent and Merger Sub, as applicable, (i) shall provide the other parties with a reasonable period of time to review and comment on such document or response and (ii) shall give due consideration to all additions, deletions or changes reasonably proposed by the other parties in good faith.

(c) If any event, circumstance or information relating to Parent, Merger Sub or the Company, or their respective Affiliates, officers or directors, should be discovered that should be set forth in an amendment or a supplement to the Information Statement or the Schedule 13E-3 so that such document would not 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 light of the circumstances under which

they are made, not misleading, the party discovering such event, circumstance or information shall promptly inform the other parties and an appropriate amendment or supplement describing such event, circumstance or information shall be promptly filed with the SEC and disseminated to the stockholders of the Company to the extent required by Law; provided that, prior to such filing, the Company and Parent, as the case may be, shall consult with each other with respect to such amendment or supplement and shall afford the other party hereto and its Representatives a reasonable opportunity to comment thereon.

(d) The Company shall cause the Information Statement and the Schedule 13E-3 to be mailed to stockholders of the Company as promptly as practicable after confirmation from the SEC that it will not review, or that it has completed its review of, the Information Statement and the Schedule 13E-3, which confirmation will be deemed to occur if the SEC has not affirmatively notified the Company prior to the 10th calendar day after making the initial filing of the preliminary Information Statement and the preliminary Schedule 13E-3 that the SEC will or will not be reviewing the Information Statement or the Schedule 13E-3.

(e) Each of Parent, Merger Sub and the Company agrees, as to itself and its respective Affiliates or Representatives, that none of the information supplied or to be supplied by Parent, Merger Sub or the Company, as applicable, expressly for inclusion or incorporation by reference in the Information Statement, the Schedule 13E-3 or any other documents filed or to be filed with the SEC in connection with the Transactions, will, as of the time such documents (or any amendment or supplement thereto) are filed with the SEC or are mailed to the Company's stockholders, 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 light of the circumstances under which they were made, not misleading; provided, however, that no representation, warranty, covenant or agreement is made by Parent or Merger Sub with respect to information supplied by or on behalf of the Company or any of its Subsidiaries and no representation, warranty, covenant or agreement is made by the Company with respect to information supplied by or on behalf of Parent, Merger Sub or any of their respective Affiliates, in each case for inclusion or incorporation by reference in the Information Statement, the Schedule 13E-3 or such other document, as applicable. Each of Parent, Merger Sub and the Company further agrees that all documents that such party is responsible for filing with the SEC in connection with the Merger will comply as to form and substance in all material respects with the applicable requirements of the Securities Act, the Exchange Act and any other applicable Laws and that all information supplied by such party for inclusion or incorporation by reference in such document will not 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 light of the circumstances under which they were made, not misleading.

(f) Subject to Section 5.02, the Company Board shall make the Company Board Recommendation and shall include such recommendation in the Information Statement. For the avoidance of doubt, nothing in this Section 5.04 shall limit or preclude the ability of the Company Board or the Special Committee to effect an Adverse Recommendation Change pursuant to and in accordance with Section 5.02.

SECTION 5.05. Reasonable Best Efforts. (a) On the terms and subject to the conditions of this Agreement, each of the parties hereto shall cooperate with the other parties hereto and use (and shall cause their respective Subsidiaries to use) their respective reasonable best efforts (unless, with respect to any action, another standard of performance is expressly provided for herein) to promptly (i) take, or cause to be taken, all actions, and do, or cause to be done, and assist and cooperate with the other parties hereto in doing, all things necessary, proper or advisable to cause the conditions to Closing set forth in Article VI applicable to such party to be satisfied as promptly as reasonably practicable and to consummate and make effective, in the most expeditious manner reasonably practicable, the Transactions, including preparing and filing any documentation to effect all necessary filings, notices, petitions, statements, registrations, submissions of information, applications and other documents or instruments necessary to consummate the Transactions, (ii) satisfy the requirements of, and obtain all Consents from, any Governmental Authority necessary, proper or advisable to consummate the Transactions, (iii) take all steps that are necessary, proper or advisable to avoid any Actions by any Governmental Authorities with respect to this Agreement or the Transactions and (iv) defend or contest in good faith any Action by any third party (excluding any Governmental Authority), whether judicial or administrative, challenging this Agreement or that otherwise would reasonably be expected to prevent or impede, interfere with, hinder or delay in any material respect the consummation of the Transactions. Notwithstanding anything in this Agreement to the contrary, nothing in this Section 5.05 or elsewhere in this Agreement shall require Parent or Merger Sub to take or agree to take any action with respect to any of its Affiliates (including any Person in which any of its Affiliates has any debt or equity investment and any affiliated or commonly advised investment fund).

(b) Without limiting the generality of Section 5.05(a), each of the Company, Parent and Merger Sub shall: (i) give the other parties hereto prompt notice of the making or commencement of any request or proceeding by or before any Governmental

Authority with respect to the Transactions; (ii) keep the other parties hereto informed as to the status of any such request or proceeding; (iii) give the other parties hereto notice and an opportunity to participate in any substantive communication made to any Governmental Authority regarding the Transactions; and (iv) promptly notify the other parties hereto of any communication from any Governmental Authority regarding the Transactions. Subject to applicable Laws relating to the exchange of information, Parent and the Company shall have the right to review in advance, and each will consult with the other on and consider in good faith the views of the other in connection with, any filing made with, or substantive written materials submitted or substantive communication made to, any Governmental Authority in connection with the Transactions (other than the Information Statement, the Schedule 13E-3 and any additional filing required by the SEC, which are the subject of Section 5.04). In addition, except as may be prohibited by any Governmental Authority or by any applicable Law, each party hereto will permit authorized representatives of the other parties hereto to be present at each non-ministerial meeting, conference, videoconference, or telephone call and to have access to and be consulted in connection with any presentation, letter, white paper or proposal made or submitted to any Governmental Authority in connection with any such request or proceeding. In exercising the foregoing rights, each of the Company and Parent shall act reasonably and as promptly as practicable. The Company, Parent and Merger Sub may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other under this Section 5.05 as "outside counsel only". Such materials and the information contained therein 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 (the Company, Parent or Merger Sub, as the case may be). Materials provided pursuant to this Section 5.05 may be redacted (i) to remove references concerning the valuation of the Company, (ii) as necessary to comply with contractual obligations and (iii) as necessary to address reasonable privilege concerns.

(c) Subject to and upon the terms and conditions of this Agreement, the Company, Parent and Merger Sub shall each use its reasonable best efforts to (i) take all action necessary to ensure that no Takeover Law is or becomes applicable to any of the Transactions or this Agreement and refrain from taking any actions that would cause the applicability of such Laws and (ii) if the restrictions of any Takeover Law become applicable to any of the Transactions, take all action necessary to ensure that the Transactions, including the Merger, may be consummated as promptly as practicable on the terms contemplated by this Agreement and otherwise lawfully minimize the effect of such Takeover Law on the Transactions.

SECTION 5.06. Public Announcements. Parent and Merger Sub, on the one hand, and the Company, on the other hand, shall consult with each other before issuing, and give each other the reasonable opportunity to review and comment upon, any press release or other public statements with respect to the Transactions, and shall not (and shall not cause or permit their respective Subsidiaries or Representatives to) issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable Law, Judgment, court process or the rules and regulations of any national securities exchange or national securities quotation system or to the extent related to any actual or contemplated litigation between or among the parties hereto. The parties hereto agree that the initial press release to be issued with respect to the Transactions following execution of this Agreement shall be in a form reasonably acceptable to each party hereto. Notwithstanding the foregoing, (a) Parent and the Company may make any oral or written public announcements, releases or statements without complying with the foregoing requirements if the substance of such announcements, releases or statements was publicly disclosed and previously subject to the foregoing requirements and (b) Parent, Merger Sub and their respective Affiliates may, without consultation or consent, make ordinary course disclosure and communication to existing or prospective general or limited partners, equity holders, members, managers or investors of such Person or any Affiliate of such Person, in each case who are subject to customary confidentiality restrictions.

SECTION 5.07. Access to Information; Confidentiality. Subject to applicable Law and any applicable Judgment, between the date of this Agreement and the earlier of the Effective Time and the valid termination of this Agreement pursuant to Section 7.01, upon reasonable notice, the Company shall (a) afford to Parent and Parent's Representatives reasonable access during normal business hours to the Company's officers, employees, agents, properties, books, Contracts and records and (b) furnish to Parent and Parent's Representatives such information concerning its business, personnel, assets, liabilities and properties as Parent may reasonably request; provided that Parent and its Representatives shall conduct any such activities in such a manner as not to interfere unreasonably with the business or operations of the Company; provided, further, however, that the Company shall not be obligated to provide such access or information if the Company determines, in its reasonable judgment, that doing so would reasonably be expected to (i) violate applicable Law, (ii) waive the protection of an attorney-client privilege, attorney work product protection or other legal privilege, (iii) be adverse to the interests of the Company or any of its Subsidiaries in any pending or threatened Action against Parent or any of its Affiliates or (iv) involve documents or information relating to the evaluation or negotiation of this Agreement or the Transactions. Without limiting the foregoing, in the event that the Company does not provide access or information in reliance on the immediately preceding sentence,

it shall provide notice to Parent that it is withholding such access or information and the basis for such withholding and shall use its reasonable best efforts to make appropriate substitute arrangements under circumstances in which the harms described in the foregoing clauses (i) through (iv) would not apply or, to the extent such arrangements are not feasible, to provide, to the extent feasible, the applicable access or information in a way that would not result in the harms described in the foregoing clauses (i) through (iv); provided that the Company shall not be required to provide such substitute arrangements or access or information to the extent the Company would incur third party fees or expenses in connection therewith. All requests for information made pursuant to this Section 5.07 shall be directed to the Person designated by the Company.

SECTION 5.08. Financing. (a) On the terms and subject to the conditions of this Agreement, each of Parent and Merger Sub will not, without the prior written consent of the Company, effect or permit any amendment or modification to be made to, or any waiver of any provision or remedy pursuant to, the Commitment Letters if such amendment, modification or waiver would reasonably be expected to (i) reduce the aggregate amount of the Financing below the Required Amount, (ii) impose new or additional conditions or other terms or otherwise expand, amend or modify any of the conditions to the receipt of the Financing or any other terms to the Financing in a manner that would reasonably be expected to (A) materially delay or prevent the Closing or (B) make the timely funding of the Financing, or the satisfaction of the conditions to obtaining the Financing, less likely to occur in any material respect or (iii) adversely impact the ability of Parent, Merger Sub or the Company, as applicable, to enforce its rights against the Commitment Parties under the Commitment Letters. Upon any such amendment, modification, or waiver in accordance with this Section 5.08, the term "Commitment Letter" shall mean the Commitment Letter as so amended, modified or waived and the term "Financing" shall mean the Financing contemplated by such amended, modified or waived Commitment Letter.

(b) On the terms and subject to the conditions set forth herein, prior to the Effective Time, Parent and Merger Sub shall each use its respective reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper and advisable to consummate and obtain the Financing on the terms and conditions described in the Commitment Letters, including using its reasonable best efforts to (i) maintain in effect the Commitment Letters, (ii) satisfy on a timely basis (or obtain a waiver of) all conditions to funding that are applicable to Parent and Merger Sub in the Commitment Letters that are within its control, (iii) consummate the Financing at or prior to the Closing, (iv) comply with its obligations pursuant to the Commitment Letters and (v) enforce its rights pursuant to the Commitment Letters to the extent necessary to fund the Required Amount. Nothing in this Agreement shall require, and in no event shall the reasonable best efforts of Parent and Merger Sub be deemed or construed to require, either Parent or Merger Sub to (x) seek the Financing from any source other than the Commitment Parties, or in excess of the amount contemplated by, the Commitment Letters, (y) incur or pay any fees or other amounts in excess of those contemplated by the Commitment Letters (whether to secure waiver of any conditions contained therein or otherwise), or (z) waive any of the conditions to the Closing set forth in Article VI. Parent and Merger Sub shall give the Company prompt notice of, and keep the Company informed on a reasonably current basis and in reasonable detail of, (i) any actual or potential breach, default, termination or repudiation by any party to the Commitment Letters of which Parent or Merger Sub becomes aware, including the receipt of any written notice or communication with respect thereto, (ii) any dispute or disagreement between or among any parties to the Commitment Letters with respect to this Agreement, the Commitment Letters, the Transactions or the Financing that would, individually or in the aggregate, reasonably be expected to prevent or materially delay, interfere with, hinder or impair the consummation by Parent or Merger Sub of any of the Transactions in accordance with the terms of this Agreement, and (iii) the occurrence of an event or development that would reasonably be expected to adversely impact the ability of Parent or Merger Sub to obtain all or a portion of the Financing at or prior to the Closing.

(c) Parent shall keep the Company informed on a reasonably current basis and in reasonable detail in connection with its arrangement prior to the Effective Time of any equity or debt financing for the Company (including, following the Effective Time, the Surviving Company) or any of its Subsidiaries, including by providing weekly reports on the status of securing financing for the continued operation of the Company during the period from the date of this Agreement until the Effective Time, it being understood that none of Parent, Merger Sub or any Parent Related Party shall have any obligation to provide any such financing or any liability for any failure to arrange such financing.

SECTION 5.09. Notification of Certain Matters; Litigation. During the period from the date of this Agreement through the earlier of the Effective Time and the valid termination of this Agreement pursuant to Section 7.01, except for any Action between the Company or its Subsidiaries, on the one hand, and Parent, Merger Sub or its Affiliates, on the other hand, (a) the Company shall give prompt notice to Parent of any Action commenced or, to the Company's Knowledge, threatened against the Company or its directors which relates to this Agreement or the Transactions ("Transaction Litigation"), and the Company shall keep Parent reasonably informed

regarding any such Transaction Litigation and (b) the Company shall give Parent the opportunity to participate in (but not to control), at Parent's sole cost and expense, the defense and settlement of any Transaction Litigation, including the opportunity to review and comment on all filings related to such Transaction Litigation, and no such settlement shall be proposed or agreed to without Parent's prior written consent (not to be unreasonably withheld, conditioned or delayed).

SECTION 5.10. Merger Sub Stockholder Approval. As promptly as practicable (and in any event within 24 hours) following the execution of this Agreement, Parent shall execute and deliver, in accordance with the DGCL and in its capacity as the sole stockholder of Merger Sub, the Merger Sub Stockholder Approval.

SECTION 5.11. Stock Exchange De-listing. The Surviving Company shall use its reasonable best efforts to cause the Class A Shares to be de-listed from the NASDAQ Capital Market, or such other exchange where the Class A Shares are then listed, and de-registered under the Exchange Act as soon as reasonably practicable following the Effective Time.

SECTION 5.12. Cooperation with Financing.The Company and the Surviving Company shall use their reasonable best efforts to, and shall cause their Subsidiaries and their respective Representatives to use their reasonable best efforts to, provide such cooperation in connection with the arrangement of any equity or debt financing for the Surviving Company or any of its Subsidiaries as may be reasonably requested by Parent, including participating in a reasonable number of meetings, presentations and sessions with prospective financing sources and investors, including direct contact between appropriate members of senior management of the Company, on the one hand, and the prospective equity or debt financing sources and investors to the Surviving Company, their Affiliates and each of their respective Representatives, on the other hand; provided that, notwithstanding anything in this Agreement to the contrary, (a) the Company shall be deemed to have complied with this Section 5.12 for all purposes of this Agreement (including Article VI) unless the failure to obtain such equity or debt financing results from the Company's Willful Breach of its obligations under this Section 5.12), (b) any action taken by the Company or any of its Subsidiaries or their respective Representatives at the request of Parent pursuant to this Section 5.12 shall be deemed to be permitted by Section 5.01(b)(xiv) and Section 5.02(a) and (c) no such cooperation shall be required to the extent it would, or would be likely to, (i) interfere unreasonably with the business or operations of the Company or any of its Subsidiaries, (ii) require the Company or any of its Subsidiaries to take any action that would conflict with or violate the Company's or any such Subsidiary's constitutional documents or any applicable Law, (iii) require the Company or any of its Subsidiaries to enter into or approve any documentation referred to in the paragraph above that takes effect or is effective prior to the Closing; provided, that, for the avoidance of doubt, this clause (iii) shall solely apply to any equity or debt financing contemplated to be provided at Closing in connection with the consummation of the Transactions and shall not apply to any debt or equity financing raised by the Company from the date hereof until the Effective Time (or, if earlier, the valid termination of this Agreement in accordance with Article VII), (iv) require the Company or any of its Subsidiaries to bear any out-of-pocket cost or expense or pay any fee (other than those costs and fees that Parent commits to reimburse) or provide any indemnity, in each case effective prior to the Closing, or (v) cause any director, officer or employee of the Company or any of its Subsidiaries to incur any personal liability.

SECTION 5.13. Indemnification. (a) During the period commencing at the Effective Time and ending on the sixth anniversary of the date on which the Effective Time occurs, Parent shall, and Parent shall cause the Surviving Company to, indemnify, defend and hold harmless, to the fullest extent under applicable Law, all past and present officers and directors (or equivalent) of the Company and each Subsidiary thereof (the "Indemnified Parties"), in each case when acting in such capacity or in serving as a director, officer, member, trustee or fiduciary of another Person, including a Company Plan, at the request or for the benefit of the Company, against any costs or expenses (including reasonable attorneys' fees and expenses), amounts paid in settlement, judgments, fines, losses, claims, damages or liabilities incurred in connection with, arising out of or otherwise related to any pending or threatened Action (whether arising before or after the Effective Time), in connection with or arising out of any matter of the Company or its Subsidiaries as of the Effective Time existing or occurring, or alleged to have existed or occurred, prior to or at the Effective Time (the "Company Matters"). For any such pending or threatened Action, Parent shall and shall cause the Surviving Company to advance expenses (including attorneys' fees) of each Indemnified Party as incurred in respect of the foregoing to the fullest extent permitted by applicable Law; provided, however, that, to the extent required by applicable Law, the payment of any such expenses in advance of the final disposition of an Action shall be made only upon delivery to the Surviving Company of an undertaking by or on behalf of such Indemnified Party to repay all amounts so paid in advance if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified hereunder. In the event of any pending or threatened Action, Parent and the Surviving Company shall reasonably cooperate with the Indemnified Party regarding the defense of any such pending or threatened Action.

(b) During the period commencing at the Effective Time and ending on the sixth anniversary of the date on which the Effective Time occurs, Parent shall cause the Surviving Company to maintain in effect provisions in the Surviving Company Organizational Documents with respect to exculpation, indemnification and advancement of expenses in connection with or arising out of the Company Matters no less favorable than the provisions of the Company Organizational Documents as in effect as of the date hereof; provided that all rights to indemnification or advancement of expenses in respect of any claim made for indemnification of or advancement of expenses with respect to any Action that has commenced in connection with or arising out of the Company Matters within such period shall continue until the disposition of the Action underlying such claim or resolution of such claim. During the period commencing at the Effective Time and ending on the sixth anniversary of the date on which the Effective Time occurs, Parent shall cause the Surviving Company to honor all indemnification Contracts of any Indemnified Party regarding the Company Matters in effect prior to the date of this Agreement. Without otherwise limiting the Indemnified Parties' rights with regard to the right to counsel, following the Effective Time, the Indemnified Parties shall be entitled to continue to retain such counsel as may be selected by such Indemnified Parties prior to the Effective Time to defend any Action.

(c) During the period commencing at the Effective Time and ending on the sixth anniversary of the date on which the Effective Time occurs, subject to the remainder of this Section 5.13(c), the Surviving Company shall (and Parent shall cause the Surviving Company to) maintain in effect the Company's current directors' and officers' liability insurance ("D&O Insurance") in respect of acts or omissions occurring at or prior to the Effective Time, or a replacement insurance policy of such D&O Insurance from insurance carriers with the same or better credit rating as the Company's current directors' and officers' liability insurance carriers that includes coverage with respect to acts or omissions occurring at or prior to the Effective Time, in each case, on terms (including with respect to coverage, conditions, retentions, limits and amounts) that are no less favorable than those of the D&O Insurance. In lieu of maintaining the D&O Insurance or obtaining a replacement insurance policy pursuant to this Section 5.13(c), the Company or the Surviving Company may, as applicable, purchase a prepaid "tail" policy with respect to the D&O Insurance, with an extended reporting period ending on the sixth anniversary of the date on which the Effective Time occurs, from the Company's current directors' and officers' liability insurance carriers or insurance carriers with the same or better credit rating as the Company's current directors' and officers' liability insurance carriers; provided that the maximum amount that the Surviving Company shall be required to pay in the aggregate to obtain any such "tail" policy for the duration of the policy shall not exceed Four Million ($4,000,000) dollars (the "Maximum Tail Premium"); provided, further, that, if such amount would exceed the Maximum Tail Premium, then the Surviving Company shall be obligated to obtain a "tail" policy with the greatest coverage available for an aggregate cost for the duration of the policy not exceeding the Maximum Tail Premium from insurance carriers with the same or better credit rating as the Company's current directors' and officers' liability insurance carriers. The Surviving Company shall (and Parent shall cause the Surviving Company to) maintain such "tail" policy in full force and effect and continue to honor its obligations thereunder for so long as such "tail" policy is in full force and effect.

(d) Notwithstanding anything contained in this Agreement to the contrary, this Section 5.13 shall survive the consummation of the Closing indefinitely. In the event that Parent or the Surviving Company or any of their respective successors or assigns (i) consolidates with or merges into any other Person, or (ii) transfers all or substantially all of its properties or assets to any Person, then, and in each case, the successors and assigns of Parent or the Surviving Company, as the case may be, shall expressly assume and be bound by the obligations set forth in this Section 5.13.

(e) The obligations of Parent and the Surviving Company under this Section 5.13 shall not be terminated or modified in such a manner as to adversely affect any Indemnified Party to whom this Section 5.13 applies without the written consent of such affected Indemnified Party, unless such termination or modification is required by applicable Law.

(f) The provisions of this Section 5.13 are intended to be for the benefit of, and will be enforceable by, each of the Indemnified Persons, who are intended third-party beneficiaries of this Section 5.13 from and after the Effective Time.

SECTION 5.14. Special Committee. Prior to the Effective Time (or, if earlier, the valid termination of this Agreement in accordance with Article VII), without the prior written consent of the Special Committee, (i) the Company Board shall not dissolve or otherwise dismantle the Special Committee, or revoke or diminish the authority of the Special Committee, and (ii) neither Parent, Merger Sub nor their respective Affiliates shall remove or cause the removal of any director of the Company Board that is a member of the Special Committee either as a member of the Company Board or such Special Committee other than for cause. For all purposes under this Agreement and the other Transaction Documents, the Company (prior to the Effective Time) and the Company Board, as applicable,

shall act, including with respect to the granting of any consent, permission or waiver or the making of any Adverse Recommendation Change or determination, only as directed by the Special Committee.

SECTION 5.15. Section 16 Matters. The Company and the Company Board (or a duly formed committee thereof consisting of non-employee directors (as such term is defined for the purposes of Rule 16b-3 promulgated under the Exchange Act)), shall, prior to the Effective Time, take all such actions as may be necessary or appropriate to cause the Transactions and any other dispositions of equity securities of the Company (including derivative securities) in connection with the Transactions by any director or officer who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to the Company to be exempt under Rule 16b-3 promulgated under the Exchange Act, to the extent permitted by applicable Law.

SECTION 5.16. Rollover Cooperation. The Company, Parent and Merger Sub shall each reasonably cooperate with each other, their respective Affiliates, and the holders of Class A Rollover Shares to take such actions that are necessary to allow, immediately prior to the Closing, each Class A Rollover Share to be contributed or otherwise transferred to Parent in accordance with the terms and conditions set forth in any Rollover Agreement entered into between Parent and any stockholder of the Company and to otherwise effect the transactions contemplated by any such Rollover Agreement; provided that any such cooperation by the Company shall be required only if, as of immediately prior to the Effective Time, no Class B Shares are issued and outstanding (whether as a result of the redemption of such shares or the conversion of such shares into Class A Shares prior to such time).

SECTION 5.17. Cash Forecasts. The Company shall prepare and deliver on a weekly basis to Parent, with a copy to the Special Committee, a reasonably detailed cash forecast report, setting forth (a) Cash on Hand as of the date of such report and (b) projected Cash on Hand for a reasonable period following the date of such report to be mutually agreed between Parent and the Company in good faith.

SECTION 5.18. Warrant Exchange and Note Conversion. The Company shall not issue a Company Warrant or Company Convertible Note after the date hereof to any Person unless (i) such Person shall become a Holder under the Warrant Exchange Agreement or a Noteholder under the Noteholder Conversion Agreement by executing a joinder agreement substantially in the form attached to such agreement and delivering the same to each of Merger Sub and Parent and (ii) a majority in interest of the Company Warrants or Company Convertible Notes, as applicable, consent to such issuance and joinder. Each of Parent and Merger Sub agrees that it shall not amend, modify or supplement the Warrant Exchange Agreement or the Noteholder Conversion Agreement in a manner adverse in any material respect to the Company, any Releasee (as defined in the Warrant Exchange Agreement) or any Noteholder Releasee (as defined in the Noteholder Conversion Agreement) without the prior written consent of the Company (such consent not to be unreasonably withheld, conditioned or delayed).

ARTICLE VI
Conditions Precedent

SECTION 6.01. Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of the Company, Parent and Merger Sub to effect the Merger shall be subject to the satisfaction (or written waiver by the Company and Parent, if permissible under applicable Law) at or prior to the Closing of the following conditions:

(a) Required Stockholder Approval. The Required Stockholder Approval shall have been obtained in accordance with applicable Law and the Company Organizational Documents.

(b) No Restraints. No Judgment or Law enacted, promulgated, issued, entered, amended or enforced by any Governmental Authority of competent jurisdiction shall be in effect enjoining, restraining or otherwise making illegal, preventing or prohibiting the consummation of the Merger.

(c) Information Statement. At least 20 calendar days shall have elapsed since the Company mailed to the stockholders of the Company the Information Statement as contemplated by Regulation 14C of the Exchange Act (including Rule 14c-2 promulgated under the Exchange Act).

SECTION 6.02. Conditions to Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to effect the Merger are further subject to the satisfaction (or written waiver by Parent, if permissible under applicable Law) at or prior to the Closing of the following conditions:

(a) Representations and Warranties. The representations and warranties of the Company (i) Sections 3.03(e) and 3.20 shall be true and correct in all respects as of the Closing as though made on and as of such time (except to the extent expressly made as of an earlier date, in which case as of such earlier date), (ii) set forth in Section 3.02(a) and the first sentence of Section 3.02(b) shall be true and correct in all respects (except for any inaccuracies that would not adversely affect the validity or enforceability of the Stockholder Consent or increase the aggregate number of Common Shares issued and outstanding as of the time specified in such representations and warranties on a fully diluted basis by more than a *de minimis* amount) as of the Closing as though made on and as of such time (except to the extent expressly made as of an earlier date, in which case as of such earlier date), (iii) set forth in Sections 3.01, 3.02 (other than Section 3.02(a) and the first sentence of Section 3.02(b)), 3.03(a), 3.03(b), 3.03(c), 3.06, 3.16 and 3.19 shall be true and correct in all material respects as of the Closing as though made on and as of such time (except to the extent expressly made as of an earlier date, in which case as of such earlier date) and (iv) set forth in the sections of Article III other than those sections specifically identified in clauses (i), (ii) or (iii) of this Section 6.02(a) shall be true and correct (disregarding all qualifications or limitations as to "materiality", "Material Adverse Effect" and words of similar import set forth therein) as of the Closing as though made on and as of such time (except to the extent expressly made as of an earlier date, in which case as of such earlier date), except, in the case of this clause (iv), where the failure to be true and correct would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Parent shall have received a certificate signed by an executive officer of the Company to such effect.

(b) Performance of Obligations and Agreements of the Company. The Company shall have performed or complied with in all material respects the obligations and agreements required to be performed or complied with by it under this Agreement at or prior to the Effective Time, and Parent shall have received a certificate signed by an executive officer of the Company to such effect.

(c) No Material Adverse Effect. Since the date of this Agreement, there shall not have occurred any Material Adverse Effect that is continuing, and Parent shall have received a certificate signed by an executive officer of the Company to such effect.

SECTION 6.03. Conditions to Obligations of the Company. The obligations of the Company to effect the Merger are further subject to the satisfaction (or written waiver by the Company, if permissible under applicable Law) at or prior to the Closing of the following conditions:

(a) Representations and Warranties. The representations and warranties of Parent and Merger Sub (i) set forth in Sections 4.01, 4.02(a), 4.02(b), 4.02(d), 4.05 and 4.08 shall be true and correct in all material respects as of the Closing as though made on and as of such time (except to the extent expressly made as of an earlier date, in which case as of such earlier date) and (ii) set forth in the Sections of Article IV other than those Sections specifically identified in clause (i) of this Section 6.03(a) (disregarding all qualifications or limitations as to "materiality", "Parent Material Adverse Effect" and words of similar import set forth therein) shall be true and correct as of the Closing as though made on and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date), except where the failure to be true and correct would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect. The Company shall have received a certificate signed by an executive officer of Parent to such effect.

(b) Performance of Obligations and Agreements of Parent and Merger Sub. Each of Parent and Merger Sub shall have performed or complied with in all material respects the obligations and agreements required to be performed or complied with by it under this Agreement at or prior to the Effective Time, and the Company shall have received a certificate signed by an executive officer of Parent to such effect.

SECTION 6.04. Frustration of Closing Conditions. The Company may not rely on the failure of any condition set forth in Section 6.01 or Section 6.03 to be satisfied if the failure of the Company to perform in all material respects any of its obligations under this Agreement, including to use its reasonable best efforts to consummate the Transactions, as required by and subject to the terms of this Agreement (including Section 5.05), was the primary cause of or primarily resulted in the failure of such condition to be satisfied. Neither Parent nor Merger Sub may rely on the failure of any condition set forth in Section 6.01 or Section 6.02 to be satisfied if the failure of Parent or Merger Sub to perform in all material respects any of its obligations under this Agreement, including to use its reasonable best efforts to consummate the Transactions, as required by and subject to the terms of this Agreement (including Section 5.05), was the primary cause of or primarily resulted in the failure of such condition to be satisfied.

ARTICLE VII
Termination

SECTION 7.01. Termination. This Agreement may be terminated and the Transactions abandoned at any time prior to the Effective Time (except as otherwise expressly noted):

(a) by the mutual written consent of the Company (upon approval by the Special Committee) and Parent;

(b) by either of the Company (upon approval by the Special Committee) or Parent:

(i) if the Merger shall not have been consummated on or prior to September 6, 2024 (the "Initial Outside Date"); provided, that Parent shall have the right, in its sole discretion, to extend the Initial Outside Date by one (1) week for each One Million Five Hundred Thousand ($1,500,000) dollars of cash that Parent or Merger Sub provide, or cause to be provided, to the Company (on such terms and conditions as the parties hereto may agree upon in good faith) prior to the termination of this Agreement in accordance with this Section 7.01 (and if extended by this proviso, such date shall be, together with the "Initial Outside Date" the "Outside Date"); provided, further, that the right to terminate this Agreement under this Section 7.01(b)(i) shall (A) not be available to any party if the failure of such party to perform in all material respects any of its obligations under this Agreement, including to use its reasonable best efforts to consummate the Transactions as required by and subject to the terms of this Agreement (including Section 5.05), was the primary cause of or primarily resulted in the failure of the Merger to be consummated on or prior to such date (it being understood that Parent and Merger Sub shall be deemed a single party for purposes of the foregoing proviso) and (B) be subject to the proviso set forth in Section 7.01(d)(iii); or

(ii) if any Restraint having the effect set forth in Section 6.01(b) shall be in effect and shall have become final and nonappealable; provided that the party seeking to terminate this Agreement pursuant to this Section 7.01(b)(ii) shall have performed in all material respects its obligations under this Agreement and used its reasonable best efforts to prevent the entry of and to remove such Restraint in accordance with its obligations under this Agreement;

(c) by Parent:

(i) if the Company shall have breached any of its representations or warranties or failed to perform any of its obligations or agreements set forth in this Agreement, which breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 6.02(a) or 6.02(b) and (B) is not reasonably capable of being cured prior to the Outside Date or, if reasonably capable of being cured prior to the Outside Date, has not been cured within the earlier of (1) 30 calendar days following receipt by the Company of written notice of such breach or failure to perform from Parent stating Parent's intention to terminate this Agreement pursuant to this Section 7.01(c)(i) and the basis for such termination and (2) one business day prior to the Outside Date; provided that Parent shall not have the right to terminate this Agreement pursuant to this Section 7.01(c)(i) if Parent or Merger Sub is then in breach of any of its representations, warranties, obligations or agreements hereunder, which breach would give rise to a failure of a condition set forth in Section 6.03(a) or 6.03(b); or

(ii) prior to the delivery of the Stockholder Consent, if an Adverse Recommendation Change shall have occurred; or

(d) by the Company (upon approval of the Special Committee):

(i) if Parent or Merger Sub shall have breached any of its representations or warranties or failed to perform any of its obligations or agreements set forth in this Agreement, which breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 6.03(a) or 6.03(b) and (B) is not reasonably capable of being cured prior to the Outside Date or, if reasonably capable of being cured prior to the Outside Date, has not been cured within the earlier of (1) 30 calendar days following receipt by Parent or Merger Sub of written notice of such breach or failure to perform from the Company stating the Company's intention to terminate this Agreement pursuant to this Section 7.01(d)(i) and the basis for such termination and (2) one business day prior to the Outside Date; provided that the Company shall not have the right to terminate this Agreement pursuant to this Section 7.01(d)(i) if the Company is then in breach of any of its representations, warranties,

obligations or agreements hereunder, which breach would give rise to a failure of a condition set forth in Section 6.02(a) or 6.02(b);

(ii) prior to the delivery of the Stockholder Consent, in connection with entering into a Company Acquisition Agreement in accordance with clause (II) of the second sentence of Section 5.02(c); provided that, prior to or concurrently with such termination, the Company pays or causes to be paid the Company Termination Fee;

(iii) if (A) the conditions set forth in Section 6.01 and Section 6.02 have been satisfied or waived (other than those conditions that by their nature are to be satisfied by actions taken at the Closing so long as such conditions would be satisfied if the Closing Date were the date of termination of this Agreement), (B) the Company has confirmed by written irrevocable notice to Parent that all conditions set forth in Section 6.03 have been satisfied (other than those conditions that by their nature are to be satisfied by actions taken at the Closing so long as such conditions would be satisfied if the Closing Date were the date of such notice) or that it is willing to waive any unsatisfied conditions set forth in Section 6.03, (C) the Merger is required to be consummated pursuant to Section 1.06 and (D) Parent and Merger Sub fail to consummate the Merger within three (3) business days after the later of (1) receipt by Parent of the notice referred to in clause (B) and (2) the date the Merger was required to be consummated pursuant to Section 1.06; provided that, notwithstanding anything in Section 7.01(b)(i) to the contrary, no party shall be permitted to terminate this Agreement pursuant to Section 7.01(b)(i) during such three-business-day period;

(iv) if the duly executed Stockholder Consent is not received by the Company within 24 hours following the execution and delivery of this Agreement; or

(v) if, at any time, the Company's Cash on Hand (including, for the avoidance of doubt, any amounts held pursuant to escrow arrangements or in the Segregated Account) shall be less than the Minimum Cash Amount (a "Cash Shortfall"); provided that the Company shall not be able to terminate the Agreement pursuant to this Section 7.01(d)(v) unless (A) the Company delivers to Parent a written notice advising Parent that the Company Board (acting on the recommendation of the Special Committee) or the Special Committee has determined in good faith, after consultation with, and taking into account the advice of, its financial advisor and outside legal counsel, that (i) a Cash Shortfall is expected to occur within three (3) business days and (ii) absent a cure of such Cash Shortfall, the failure to initiate proceedings for seeking relief under the United States Bankruptcy Code would be inconsistent with the directors' fiduciary duties under applicable Laws, (B) such Cash Shortfall shall not have been cured within three (3) business days of receipt of such notice or Parent shall have advised the Company in writing that it will not seek to cure such Cash Shortfall (it being understood that (1) curing such Cash Shortfall shall require the replenishment of any Segregated Funds drawn upon during such three (3) business day period for ordinary course business expenses incurred during such period (which, for the avoidance of doubt, shall not include amounts incurred for any Bankruptcy Preparatory Work) with funds that are free and clear of any Liens to the same extent as contemplated by Section 2.08 with respect to the original Segregated Funds and (2) for purposes of calculating such three (3) business day period, the first business day will be the first business day after the date of delivery of such notice) (the "Cure Period") and (C) upon such termination, the Company authorizes the initiation of proceedings for seeking relief under the United States Bankruptcy Code. For the avoidance of doubt, if either (x) a Cash Shortfall is cured during a Cure Period or (y) no Cash Shortfall exists as of the end of the Cure Period, and the Company's Cash on Hand falls below the Minimum Cash Amount at any time thereafter, the Company shall be required to deliver a new notice pursuant to clause (A) above and Parent shall have the opportunity to cure such Cash Shortfall in the same manner as described above.

SECTION 7.02. Effect of Termination. In the event of the termination of this Agreement as provided in Section 7.01, written notice thereof shall be given to the other party or parties hereto, specifying the provision hereof pursuant to which such termination is made, and this Agreement shall forthwith become null and void (other than Section 7.02 and 7.03, and Article VIII), and there shall be no liability on the part of Parent, Merger Sub, the Company or their respective directors, officers and Affiliates, except as liability may exist pursuant to the provisions specified in the immediately preceding parenthetical that survive such termination; provided that no such termination shall relieve any party from liability for any Willful Breach or intentional fraud.

SECTION 7.03. Termination Fee. (a) In the event that this Agreement is terminated by:

(i) the Company pursuant to Section 7.01(d)(ii); or

(ii) Parent pursuant to Section 7.01(c)(ii);

then, in each case, the Company shall pay or cause to be paid the Company Termination Fee to Parent or its designee by wire transfer of same-day funds (x) in the case of any such termination by Parent, within two (2) business days after such termination, or (y) in the case of any such termination by the Company, simultaneously with such termination; it being understood that in no event shall the Company be required to pay or cause to be paid the Company Termination Fee more than once. As used herein, "Company Termination Fee" means a cash amount equal to two hundred and fifty thousand ($250,000) dollars.

(b) The Company acknowledges that the agreements contained in this Section 7.03 are an integral part of the Transactions, and that, without these agreements, Parent and Merger Sub would not have entered into this Agreement; accordingly, if the Company fails to timely pay the Company Termination Fee to Parent and, in order to obtain the Company Termination Fee, Parent commences an Action that results in a judgment against the Company for the Company Termination Fee, then the Company shall pay to Parent the Company Termination Fee, plus interest on the Company Termination Fee from the date of termination of this Agreement at a rate per annum equal to the prime rate as published in the *Wall Street Journal, Eastern Edition*, in effect on the date of termination of this Agreement, plus the amount of any reasonable fees, costs and expenses (including legal fees) incurred by Parent and its Affiliates in connection with any such Action. In no event shall the Company be required to pay the Company Termination Fee more than once.

(c) Each party hereto acknowledges and agrees that the Company Termination Fee, if paid, as and when required pursuant to this Section 7.03, shall not constitute a penalty but will be liquidated damages, in a reasonable amount that will compensate Parent in the circumstances in which it is payable for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Merger, which amount would otherwise be impossible to calculate with precision; it being understood that nothing herein, subject to Section 8.15, shall limit any party's rights or remedies against the other party or parties to this Agreement in the event of Willful Breach or intentional fraud. Each of Parent and Merger Sub hereto acknowledges and agrees that, if the Company Termination Fee becomes payable pursuant to Section 7.03(a), the Company Termination Fee shall be the sole and exclusive remedy for damages against the Company in connection with this Agreement, except in the event of the Company's Willful Breach or intentional fraud.

ARTICLE VIII
Miscellaneous

SECTION 8.01. No Survival of Representations, Warranties and Covenants. Except for the representations and warranties in Section 3.22 and Section 4.09, none of the representations, warranties, covenants and agreements in this Agreement or in any document or instrument delivered pursuant to or in connection with this Agreement shall survive the Effective Time; provided that this Section 8.01 shall not limit any covenant or agreement contained in this Agreement or in any document or instrument delivered pursuant to or in connection with this Agreement that by its terms applies in whole or in part after the Effective Time.

SECTION 8.02. Amendment or Supplement. Subject to compliance with applicable Law, at any time prior to the Effective Time, this Agreement may be amended, modified or supplemented in any or all respects only by written agreement of the parties hereto; provided, however, that, following delivery of the Stockholder Consent, there shall be no amendment, modification or supplement to this Agreement which by applicable Law would require further approval by the Company's stockholders without such approval having first been obtained. The Company shall not amend, modify or supplement this Agreement in any material respect without the recommendation of the Special Committee.

SECTION 8.03. Extension of Time, Waiver, Etc. At any time prior to the Effective Time, Parent and the Company may, subject to applicable Law, (a) waive any inaccuracies in the representations and warranties of the other party, (b) extend the time for the performance of any of the obligations or acts of the other party or (c) subject to the requirements of applicable Law, waive compliance by the other party with any of the agreements contained herein or, except as otherwise provided herein, waive any of such party's conditions (it being understood that Parent and Merger Sub shall be deemed a single party for purposes of the foregoing); provided, however, that following delivery of the Stockholder Consent, there shall be no waiver or extension which by applicable Law would require further approval by the Company's stockholders without such approval having first been obtained. Any agreement on the part of a party hereto to any such waiver or extension shall be valid only if set forth in an instrument in writing signed on behalf of such party. Notwithstanding the foregoing, no failure or delay by the Company, Parent or Merger Sub in exercising any right hereunder shall operate as a waiver

thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right hereunder.

SECTION 8.04. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of Law or otherwise, by any of the parties hereto without the prior written consent of the other parties hereto. No assignment by any party shall relieve such party of any of its obligations hereunder. Subject to the immediately preceding two sentences, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, Parent or Merger Sub shall have the right to assign all or certain provisions of this Agreement, or any interest herein, and may delegate any duty or obligation hereunder, without the consent of the Company, to any Affiliate of Parent or Merger Sub so long as such assignment or delegation would not reasonably be expected to prevent, materially delay or materially impair the consummation of the Transactions, including the Merger; provided that no such assignment or delegation shall relieve Parent or Merger Sub of any of its obligations under this Agreement. Any purported assignment not permitted under this Section 8.04 shall be null and void.

SECTION 8.05. Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile, PDF, electronic mail or electronic signature), each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto.

SECTION 8.06. Entire Agreement; No Third-Party Beneficiaries. This Agreement, together with the Exhibits attached hereto, the Company Disclosure Letter, the Parent Disclosure Letter, the Commitment Letters, the Warrant Exchange Agreement, and the Noteholder Conversion Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the parties and their Affiliates, or any of them, with respect to the subject matter hereof and thereof. This Agreement is not intended to and shall not confer upon any Person other than the parties hereto any rights or remedies hereunder, except for the rights of (a) the Parent Related Parties set forth in Section 8.15, which are intended for the benefit of, and shall be enforceable by, the Parent Related Parties; (b) the Indemnified Parties set forth in Section 5.13, which are intended for the benefit of, and shall be enforceable by, the Indemnified Parties; and (c) from and after the Effective Time, holders of Converted Shares or Company RSU Awards to receive Merger Consideration.

SECTION 8.07. 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, 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 of the parties hereto (i) expressly submits to the personal jurisdiction and venue of the Court of Chancery of the State of Delaware or, if such court would not have subject matter jurisdiction over any such claim, cause of action or Action, the federal courts of the United States located in the State of Delaware (the "Designated Courts"), in the event any claim, cause of action or Action involving the parties hereto (whether in contract, tort or otherwise) based upon, relating to or arising out of this Agreement or the Transactions, (ii) expressly waives any claim of lack of personal jurisdiction or improper venue and any claims that the Designated Courts are an inconvenient forum with respect to such claim, cause of action or Action and (iii) agrees that it shall not bring any claim, cause of action or Action against any other parties hereto based upon, relating to or arising out of this Agreement or the Transactions in any court other than the Designated Courts. Each party hereto 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 8.10.

SECTION 8.08. Specific Enforcement. The parties hereto agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if the parties hereto fail to take any action required of them hereunder to consummate this Agreement and the Transactions, on the terms and subject to the conditions of this Agreement. The parties acknowledge and agree that (a) the parties shall be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof (including, for the avoidance of doubt, the right of the parties to cause the Merger to be consummated on the terms and subject to the conditions set forth in this Agreement) in the

Designated Courts without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement and (b) the right of specific enforcement is an integral part of the Transactions and, without that right, neither the Company nor Parent or Merger Sub would have entered into this Agreement. The parties hereto agree that, prior to the valid termination of this Agreement in accordance with Section 7.01, it will not assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable for any reason, and not assert that a remedy of monetary damages would provide an adequate remedy or that the parties otherwise have an adequate remedy at law. The parties hereto acknowledge and agree that any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 8.08 shall not be required to provide any bond or other security in connection with any such order or injunction. Notwithstanding the foregoing, it is explicitly agreed that the right of the Company to an injunction, specific performance or other equitable relief in connection with the Company's enforcing Parent's and Merger Sub's obligations to effect the Closing shall be subject to the following requirements, and notwithstanding anything to the contrary in Section 8.08, any failure of Parent or Merger Sub to effect the Closing upon the closing conditions set forth in Sections 6.01 and 6.02 having been satisfied or waived (except for those conditions that by their nature are to be satisfied at the Closing) shall not be deemed a breach of this Agreement by Parent, Merger Sub or their respective Affiliates unless: (i) the conditions set forth in Section 6.01 and Section 6.02 have been satisfied or waived (other than those conditions that by their nature are to be satisfied by actions taken at the Closing so long as such conditions would be satisfied if the Closing Date were the date of the notice referred to in clause (ii) of this sentence), (ii) the Company has confirmed by written irrevocable notice to Parent that all conditions set forth in Section 6.03 have been satisfied (other than those conditions that by their nature are to be satisfied by actions taken at the Closing so long as such conditions would be satisfied if the Closing Date were the date of such notice) or that it is willing to waive any unsatisfied conditions set forth in Section 6.03, and (iii) Parent and Merger Sub fail to consummate the Merger within three (3) business days after the receipt by Parent of the notice referred to in clause (ii).

SECTION 8.09. 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 8.09.

SECTION 8.10. Notices. All notices, requests and other communications to any party hereunder shall be in writing and shall be deemed given if delivered personally, emailed (to the extent that no "bounce back", "out of office" or similar message indicating non-delivery is received with respect thereto) or sent by overnight courier (providing proof of delivery) to the parties at the following addresses:

If to Parent or Merger Sub, to it at:
c/o Apogee Parent Inc.
1900 Skyhawk Street
Alameda, California 94501
Attention: Chris Kemp and Dr. Adam London
Email: chris@kemp.com; adam@londonfarms.org

with copies (which shall not constitute notice) to:
Pillsbury Winthrop Shaw Pittman LLP
31 West 52nd Street
New York, New York 10019
Attention: Stephen B. Amdur and Lillian Kim
Email: stephen.amdur@pillsburylaw.com; lillian.kim@pillsburylaw.com

If to the Company, to:

Astra Space, Inc.
1900 Skyhawk Street
Alameda, California 94501
Attention: Axel Martinez
Email: axel@astra.com

with copies (which shall not constitute notice) to:

Cozen O'Connor
33 South 6th Street, Suite 3800
Minneapolis, Minnesota 55402
Attention: Katheryn Gettman
Email: KGettman@cozen.com

and

Freshfields Bruckhaus Deringer US LLP
3 World Trade Center
175 Greenwich Street
New York, New York 10007
Attention: Jenny Hochenberg and Boris Feldman
Email: Jenny.Hochenberg@freshfields.com; Boris.Feldman@freshfields.com

or such other address or email address as such party may hereafter specify by like notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of actual receipt by the recipient thereof if received prior to 5:00 p.m. local time in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding business day in the place of receipt.

SECTION 8.11. Severability. If any term, condition or other provision of this Agreement is finally determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any applicable Law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect so long as the economic and legal substance of the Transactions is not affected in any manner materially adverse to any party or such party waives its rights under this Section 8.11 with respect thereto; provided, however, that the parties intend that the remedies and limitations thereon set forth in Section 8.08 be construed as an integral provision of this Agreement and that such remedies and limitations shall not be severable in any manner that increases a Person's liability or obligations. Upon such determination that any term, condition or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the Transactions are fulfilled to the extent possible.

SECTION 8.12. Definitions. (a) As used in this Agreement, the following terms have the meanings ascribed thereto below:

"Action" means any legal or administrative proceeding, lawsuit, regulatory investigation or arbitration.

"Affiliate" means, as to any Person, any other Person that, directly or indirectly, controls, or is controlled by, or is under common control with, such first Person. For this purpose, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise. For purposes of this Agreement, the Company and each of its Subsidiaries, on the one hand, and Parent, Merger Sub and each of their respective other Affiliates, on the other hand, shall be deemed to not be Affiliates of each other.

"Anti-Bribery Laws" means the U.S. Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act of 2010 and any other applicable Law relating to anti-bribery or anti-corruption of any jurisdiction in which the Company or any of its Subsidiaries conducts business or owns assets.

"business day" means a day except a Saturday, Sunday or other day on which the SEC, the Secretary of State or banks in New York City are authorized or required by Law to be closed.

"Cash on Hand" means all cash, cash equivalents and marketable securities of the Company, in each case determined in accordance with GAAP and expressed in U.S. dollars. For the avoidance of doubt, "Cash on Hand" shall be calculated net of issued but uncleared checks and drafts and shall include checks, other wire transfers and drafts deposited or available for deposit in the accounts of the Company.

"Company Bylaws" means the Company's Amended and Restated Bylaws, dated June 20, 2021.

"Company Charter" means the Company's Second Amended and Restated Certificate of Incorporation, dated June 20, 2021, as amended.

"Company Convertible Notes" means each Senior Secured Convertible Note due 2025 issued by the Company 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 on November 21, 2023, that certain Amendment to Securities Purchase Agreement dated as of January 19, 2024, that certain Amendment to Senior Secured Convertible Notes, dated as of January 31, 2024, and that certain Second Amendment to Securities Purchase Agreement and Second Amendment to Senior Secured Convertible Notes dated as of February 26, 2024) by and among the Company and the investors party thereto.

"Company Equity Awards" means, collectively, each Company Option, Company RSU Award (including each Director RSU Award).

"Company ESPP" means the Company's 2021 Employee Stock Purchase Plan, as amended.

"Company Intellectual Property" means any and all Intellectual Property owned, or purported to be owned, by the Company or any of its Subsidiaries.

"Company Option" means any option to purchase Class A Shares outstanding under the Company Incentive Plan or otherwise.

"Company Organizational Documents" means the Company Charter and the Company Bylaws.

"Company Plan" means any (a) "employee benefit plan" as that term is defined in Section 3(3) of ERISA (whether or not subject to ERISA) or (b) employment, independent contractor, consulting, pension, retirement, profit sharing, deferred compensation, stock option, change in control, retention, equity or equity-based compensation, stock purchase, employee stock ownership, severance pay, vacation, bonus, incentive, disability, medical, vision, dental, health, life insurance, fringe benefit or other compensation or benefit plan, program, agreement, arrangement, policy, trust, fund or contract, whether written or unwritten, in each case, sponsored, maintained or contributed to, or required to be sponsored, maintained or contributed to, by the Company or any of its Subsidiaries or any of their respective ERISA Affiliates or with respect to which the Company or any of its Subsidiaries may have any liability, whether actual or contingent.

"Company Incentive Plan" means the Company's 2021 Omnibus Incentive Plan, as amended.

"Company Related Parties" means, collectively, the Company's former, current or future officers, directors, stockholders or Affiliates or any of their respective successors or assigns or any of the former, current or future officers, directors, stockholders, managers, members, partners or Affiliates or successors or assigns of any of the foregoing. Each of Parent, Merger Sub and each of their respective Affiliates shall be deemed to not be a Company Related Party.

"Company RSU Award" means any award of restricted stock units with respect to Class A Shares outstanding under the Company Incentive Plan or otherwise.

"Company Warrants" means each outstanding Warrant to Purchase Common Stock, dated August 4, 2023, and Common Stock Purchase Warrant, dated November 6, 2023, November 13, 2023, November 21, 2023, January 19, 2024 or February 26, 2024, in each case, issued by the Company in favor of the holder thereof.

"Consent" means any consent, waiver, approval, clearance, order, license, Permit, order, non-objection, non-action, expiration of waiting period or authorization.

"Contract" means any binding loan or credit agreement, debenture, note, bond, mortgage, indenture, deed of trust, lease, capital lease, sale-leaseback, sublease, license, contract or other agreement, instrument, obligation or arrangement.

"COVID-19" means SARS-CoV-2 or COVID-19, and any evolutions or mutations thereof or related or associated epidemics, pandemics, public health emergencies or disease outbreaks.

"COVID-19 Measures" means any quarantine, "shelter in place," "stay at home," workforce reduction, social distancing, shut down, closure, sequester or other Law, Judgment or recommendation by any Governmental Authority, including the Centers for Disease Control and Prevention and the World Health Organization, including the Families First Coronavirus Response Act and the Coronavirus Aid, Relief, and Economic Security Act, in each case, in connection with or in response to COVID-19 or any associated global or regional health event.

"Dissenting Shares" means Common Shares for which the holder thereof (a) did not consent to or vote in favor of the Merger and (b) is entitled to demand and properly demands appraisal pursuant to, and in a manner that complies in all respects with, Section 262 of the DGCL.

"Environmental Law" means any Law that regulates or controls: (a) the protection of the environment or the prevention of pollution, (b) the management, manufacture, possession, presence, use, generation, distribution, labeling, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation or handling of or exposure to, any Hazardous Materials or (c) the protection of natural resources and the environment (including without limitation ambient air, surface water, groundwater, land surface or subsurface strata), including without limitation the federal Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.; the federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; and the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001 et seq.; and the regulations promulgated pursuant thereto; and all state and local counterparts; each as such Laws have been and may be amended or supplemented through the Closing Date.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"GAAP" means the generally accepted accounting practices in the United States.

"Government Official" means any officer or employee of a Governmental Authority, custom official, political party official, candidate for political office, official of any public international organization or employee or Affiliate of an enterprise that is owned, sponsored or controlled by any Governmental Authority.

"Governmental Authority" means any government, court, regulatory or administrative agency, arbitral body or self-regulated entity, tribunal, commission or authority or other legislative, executive or judicial governmental entity or any agency, department, division, commission or political subdivision thereof, whether local, state, federal or foreign.

"Hazardous Materials" means any petroleum or petroleum-derived products, radioactive materials (including any source, special nuclear, or byproduct material) or wastes, polychlorinated biphenyls, per- or poly-fluoridated substances, heavy metals, hazardous or toxic substances, as those terms are defined under any Environmental Law, and any other contaminant, waste, product,

derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or man-made, that requires reporting, investigation, removal or remediation or is otherwise regulated under any Environmental Law.

"Intellectual Property" means all intellectual property and rights therein in any jurisdiction throughout the world, including such rights in and to: (a) patents (including all divisionals, continuations, continuations-in-part, renewals, reissues, reexaminations, supplemental examinations, *inter partes* reviews, post-grant oppositions, substitutions and extensions thereof), patent applications (including provisional and nonprovisional), patent disclosures and other patent rights, (b) trademarks, service marks, trade dress, trade names, business names, brand names, logos, slogans and other indicia of origin and source identifiers, including registrations and applications for registration therefor, together with all goodwill associated therewith, (c) copyrights that are registered or unregistered (including copyrights in Software), works of authorship (whether or not copyrightable), design or database rights (including in all website content and Software), including registrations and applications for registration therefor, (d) URLs, social media handles and Internet domain names (including any top level domain names and global top level domain names), including registrations and applications for registration therefor, (e) trade secrets (as defined in the Uniform Trade Secrets Act, state Law and the Defend Trade Secrets Act and under corresponding foreign statutory Law and common law) and nonpublic know-how, including inventions, discoveries, improvements, concepts, ideas, methods, techniques, processes, procedures, programs, codes, designs, prototypes, patterns, plans, compilations, program devices, formulas, schematics, drawings, technical data, specifications, research and development information, technology, databases, data collections, customer lists, business plans and other technical information, and other rights in confidential and proprietary business information and know-how, in each case, to the extent qualifying as a trade secret under applicable Law (collectively, "Trade Secrets") and (f) Software.

"IT Assets" means the Software, systems, servers, computers, hardware, firmware, middleware, networks, data communications lines, routers, hubs, switches and other information technology equipment owned, leased or licensed by and, in each case, in the possession of or controlled by, the Company or any of its Subsidiaries.

"IT Contracts" means the contracts (whether or not in writing and including those currently being negotiated) under which any third party provides or will provide any element of, or services relating to, the IT Assets, including leasing, hire purchase, licensing, maintenance, website hosting, outsourcing, security, back-up, disaster recovery, insurance, cloud computing and other types of services agreements.

"Knowledge" means, (a) with respect to the Company, the actual knowledge of the individuals listed on Schedule 8.12 of the Company Disclosure Letter, and (b) with respect to Parent or Merger Sub, the actual knowledge of the individuals listed on Schedule 8.12 of the Parent Disclosure Letter.

"Leased Real Property" means the leasehold or subleasehold interests and any other rights to license, use or occupy any land, buildings, structures, improvements, fixtures or other interests in real property held by the Company or any of its Subsidiaries under the Real Property Leases.

"Liens" means any pledges, liens, charges, mortgages, deeds of trust, conditions, covenants, restrictions, options, rights of first refusal or offer, conditional sales or other title retention agreements, adverse claims of ownership or use, easements, encroachments, third-party rights, leases, licenses, hypothecations, security interests or other encumbrances of any kind or nature whatsoever.

"Material Adverse Effect" means, with respect to the Company and its Subsidiaries, any fact, circumstance, effect, change, event or development that is not in existence and disclosed to Parent as of the date hereof or reasonably foreseeable to Parent as of the date hereof and that, individually or in the aggregate, with all other facts, circumstances, effects, changes, events or developments, (a) would prevent or materially delay, interfere with, hinder or impair the consummation by the Company of any of the Transactions in accordance with the terms of this Agreement or (b) has had or would reasonably be expected to have a material adverse effect on the business, properties, assets, liabilities, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole; provided that, no fact, circumstance, effect, change, event or development to the extent resulting from or arising out of any of the following shall be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur: (i) any change or condition affecting the industries in which the Company and its Subsidiaries operate, including any event, change, development, circumstance or fact in or with respect to prices for commodities, raw material inputs or end products; (ii) any economic, legislative or political condition, including any government shutdown or the results of any election, or any securities, credit,

financial or other capital markets condition, in each case in the United States or in any non-U.S. jurisdiction, including changes in interest or exchange rates; (iii) any failure in and of itself by the Company or any of its Subsidiaries to meet any internal or public projection, budget, forecast, estimate or prediction in respect of revenues, earnings, cash flow or other financial or operating metrics for any period or any change to the liquidity profile of the Company or any of its Subsidiaries (it being understood that the underlying facts or occurrences giving rise to or contributing to such failure may be deemed to constitute, or be taken into account in determining whether there has been or would reasonably be expected to be, a Material Adverse Effect to the extent such underlying facts or occurrences are not otherwise excluded from being taken into account by clauses (i) through (xii) of this definition); (iv) the announcement, execution or delivery of this Agreement or the pendency of the Merger, including the impact thereof on relationships or potential relationships, contractual or otherwise, with existing or future customers, vendors, partners, employees or regulators except that the exceptions contained in this clause (iv) shall not apply with respect to references to Material Adverse Effect in those portions of the representations and warranties contained in Sections 3.03, 3.04, 3.11(e) and 3.12(b) (and in Section 6.02(a) to the extent related to such representations and warranties) the purposes of which are to address the consequences resulting from the execution, delivery and performance by the Company of this Agreement or consummation of the Transactions; (v) the identity of Parent or any of its Affiliates; (vi) any change in and of itself in the market price or trading volume of Class A Shares on the NASDAQ Capital Market, any change in the credit ratings or the ratings outlook for the Company or any of its Subsidiaries or any of their respective securities or any going concern disclosure in any reports, schedules, forms, statements and other documents filed by the Company with the SEC (it being understood that the underlying facts or occurrences giving rise to or contributing to such failure may be deemed to constitute, or be taken into account in determining whether there has been or would reasonably be expected to be, a Material Adverse Effect to the extent such underlying facts or occurrences are not otherwise excluded from being taken into account by clauses (i) through (xii) of this definition); (vii) any change after the date of this Agreement in applicable Law or GAAP (or authoritative interpretation thereof); (viii) riots, protests, geopolitical conditions, the outbreak or escalation of hostilities, any act of war, cyberattack, sabotage or terrorism, or any escalation or worsening of any such act of war, cyberattack, sabotage or terrorism threatened or underway as of the date of this Agreement; (ix) the occurrence or worsening of any pandemic, epidemic, public health emergency or disease outbreak (including COVID-19); (x) any hurricane, ice event, fire, tornado, tsunami, flood, earthquake or other natural or manmade disaster or severe weather-related event, circumstance or development; (xi) any action of the Company or any of its Subsidiaries (A) expressly contemplated or required to be taken by the Company or its Subsidiaries pursuant to this Agreement or (B) taken at Parent's written request; (xii) any Transaction Litigation made or initiated by a holder of Common Shares, including any derivative claims; (xiii) the Company's lack of sufficient Cash on Hand or other sources of readily available funds to enable it to operate its businesses in the ordinary course of business; (xiv) any failure by Parent to arrange equity or debt financing from third parties sufficient to operate the Company's business during the period from the date of this Agreement until the Effective Time and (xv) the impact on the Company or any of its Subsidiaries or their relationships or potential relationships, contractual or otherwise, with existing or future customers, vendors, partners, employees or regulators, in each cash case, resulting from the Company's public announcement of its consideration of a potential filing of a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code; provided, however, that any fact, circumstance, effect, change, event or development set forth in clauses (i), (ii), (vii), (viii), (ix) or (x) above may be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur to the extent such fact, circumstance, effect, change, event or development has a disproportionate adverse effect on the Company and its Subsidiaries, taken as a whole, as compared to other companies operating in the industries in which the Company and its Subsidiaries operate (in which case, only the incremental disproportionate impact may be taken into account in determining whether there has been or would reasonably be expected to be a Material Adverse Effect).

"Minimum Cash Amount" means Three Million Five Hundred Thousand ($3,500,000) dollars; provided that any amounts withdrawn from the Segregated Account at the direction of the Special Committee in accordance with the penultimate sentence of Section 2.08 (other than, for the avoidance of doubt, during any Cure Period) shall be deemed to reduce the Minimum Cash Amount on a dollar for dollar basis.

"Money Laundering Laws" means the Currency and Foreign Transactions Reporting Act of 1970 and the applicable money laundering Laws of all jurisdictions where the Company or any of its Subsidiaries conducts business.

"Noteholder Conversion Agreement" means that certain Noteholder Conversion Agreement, dated as of the date hereof, by and between Parent, Merger Sub, and each holder of Company Convertible Notes.

"Parent Material Adverse Effect" means, with respect to Parent and Merger Sub, any fact, circumstance, effect, change, event or development that, individually or in the aggregate, with all other facts, circumstances, effects, changes, events or developments,

would prevent or materially delay, interfere with, hinder or impair the consummation by Parent or Merger Sub of any of the Transactions in accordance with the terms of this Agreement.

"Parent Related Parties" means, collectively, Parent's and Merger Sub's respective former, current or future officers, directors, stockholders, managers, members, partners, financing sources or Affiliates or any of their respective successors or assigns, including the Commitment Parties, or any of the former, current or future officers, directors, stockholders, managers, members, partners, financing sources or Affiliates or successors or assigns of any of the foregoing.

"Payments" means anything of value, including cash, gifts, travel expenses, entertainment, offers of employment, provision of free services or business meals, and also includes event sponsorships, consultant contracts, fellowship support, job offers and charitable contributions made at the request of, or for the benefit of, an individual, such individual's family or other relations.

"Permitted Liens" means (a) statutory Liens for Taxes, assessments or other charges by Governmental Authorities not yet due and payable, or the amount or validity of which is being contested in good faith and by appropriate proceedings and, in either case, for which adequate reserves are being maintained on the most recent Company Financial Statements in accordance with GAAP, (b) reserved, (c) Liens securing payment of the Company or its Subsidiaries with respect to outstanding indebtedness so long as there is no default under such indebtedness, (d) pledges or deposits by the Company or any of its Subsidiaries under workmen's compensation Laws, unemployment insurance Laws or similar legislation, or good faith deposits in connection with bids, tenders, Contracts (other than for the payment of indebtedness) or leases to which such entity is a party, or deposits to secure public or statutory obligations of such entity or to secure surety or appeal bonds to which such entity is a party, or deposits as security for contested Taxes, in each case incurred or made in the ordinary course of business, (e) licenses (including nonexclusive licenses of Intellectual Property) granted to third parties in the ordinary course of business by the Company or any of its Subsidiaries, (f) securities transfer restrictions imposed by applicable Law and (g) such other Liens or imperfections that are not material in amount and do not materially detract from the value of or materially impair the existing or intended use of the asset or property affected by such Lien or imperfection.

"Person" means an individual, corporation, limited liability company, limited or general partnership, joint venture, association, trust, unincorporated organization or other entity, including a Governmental Authority or any group comprised of two or more of the foregoing.

"Personal Data" means (a) any information relating to an identified or identifiable natural person or that is reasonably capable of being related to the identity of a natural person or (b) any piece of information considered "personally identifiable information", "personal information", "personal data" or other comparable term under applicable Information Privacy Laws.

"Privacy Requirements" means (a) all applicable Laws relating to data privacy, data protection, security, collection, storage, use, transfer, disclosure, destruction, alteration or other processing of Personal Data (collectively, "Information Privacy Laws"), (b) all obligations under Contracts to which the Company or any of its Subsidiaries is party or is otherwise bound, (c) all publicly posted policies of the Company and its Subsidiaries, in the case of each of clauses (b) and (c), relating to data privacy, data protection, security, collection, storage, use, transfer, disclosure, destruction, alteration or other processing of Personal Data and (d) the Payment Card Industry Data Security Standard (PCI DSS) version 3.2.

"Professional Fees" means reasonable and documented fees and expenses payable in connection with services provided by Cozen O'Connor P.C., Donlin, Recano & Company, Inc., Freshfields Bruckhaus Deringer US LLP, Houlihan Lokey Capital, Inc., KTBS Law LLP, Richards, Layton & Finger, P.A., Riveron Consulting LLC and Young Conaway Stargatt & Taylor, LLP.

"Public Stockholders" means all of the holders of the issued and outstanding Common Shares, excluding the Specified Stockholders and their respective Affiliates. For purposes of this definition only, "Specified Stockholder" shall also include each immediate family member (as defined in Item 404 of Regulation S-K under the Securities Act) of any Specified Stockholder and any trust or other entity (other than the Company) in which any Specified Stockholder or any such immediate family member thereof holds (or in which more than one of such individuals collectively hold), beneficially or otherwise, a voting, proprietary, equity or other financial interest.

"Real Property Leases" means the leases, subleases, licenses or other agreements, including all amendments, extensions, renewals, guaranties or other agreements with respect thereto, under which the Company or any of its Subsidiaries uses or occupies or has the right to use or occupy any real property.

"Release" means any actual or threatened release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment or within any building, structure, facility or fixture.

"Representatives" means, with respect to any Person, its officers, directors, equityholders, employees, agents, financial advisors, investment bankers, attorneys, accountants, consultants and other advisors and representatives.

"Required Stockholder Approval" means the adoption of this Agreement and the approval of the Transactions, including the Merger, contemplated hereby by the affirmative vote or written consent of the holders representing a majority in voting power of the outstanding Class A Shares and Class B Shares entitled to vote thereon, voting as a single class, and sixty-six and two-thirds (66 2/3%) percent of the outstanding Class B Shares, voting as a separate class.

"Sensitive Information" means (a) confidential and proprietary information of the Company and its Subsidiaries or of a third party in the possession or control of the Company or any of its Subsidiaries and (b) Personal Data.

"Sensitive Information Breach" means any (a) unauthorized or unlawful acquisition of, access to, loss of or misuse (by any means) of Sensitive Information, (b) unauthorized or unlawful processing, sale or rental of Sensitive Information, (c) ransomware, phishing or other cyberattack that results in a monetary loss or a business disruption to the applicable Person or (d) other act or omission that compromises the security, confidentiality, integrity or availability of Sensitive Information.

"ShareIntel Warrant" means that certain outstanding Warrant to Purchase Common Stock, dated as of February 3, 2023, issued by the Company in favor of ShareIntel-Shareholder Intelligence Services, LLC.

"Software" means (a) all computer programs, applications, files, user interfaces, application programming interfaces, diagnostics, software development tools and kits, templates, menus, analytics and tracking tools, compilers, libraries, version control systems and operating systems, including all software implementations of algorithms, models and methodologies for any of the foregoing, whether in source code, object code or other form, and (b) all user documentation, including user manuals and training materials, relating to any of the foregoing.

"Specified Stockholders" means Chris Kemp and Adam London.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association, trust or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power (or, in the case of a partnership, more than 50% of the general partnership interests) are owned by such Person or one or more Subsidiaries of such Person or by such Person and one or more Subsidiaries of such Person. For purposes of this Agreement, the Company and each of its Subsidiaries, shall be deemed to not be a Subsidiary of any of Parent, Merger Sub or any of their respective Affiliates.

"Takeover Law" means a "business combination", "control share acquisition", "fair price", "moratorium" or other anti-takeover Laws.

"Tax" means all U.S. and non-U.S. federal, national, provincial, state or local taxes, charges, fees, levies or other similar assessments or liabilities, in each case, in the nature of taxes, imposed by a Governmental Authority, together with any interest, penalties, assessments or additions to tax imposed with respect to such amounts, whether or not disputed.

"Tax Returns" means all reports, returns, declarations, claims for refunds, statements or other information supplied or required to be supplied to a Governmental Authority relating to Taxes, including any amendment thereof or schedule or attachment thereto.

"Transactions" means, collectively, the transactions contemplated by this Agreement, including the Merger and the Financing.

"Transaction Documents" means, collectively, this Agreement, the Equity Commitment Letters, the Debt Commitment Letter, the Rollover Agreements, the Noteholder Conversion Agreement, the Warrant Exchange Agreement and any other document contemplated hereby or thereby or any document or instrument delivered in connection hereunder or thereunder.

"Underwater Option" means Company Option (whether vested or unvested) with an exercise price equal to or greater than the Merger Consideration.

"Warrant Exchange Agreement" means that certain Warrant Exchange Agreement, dated as of the date hereof, by and between Parent, Merger Sub, and each holder of Company Warrants.

"Willful Breach" means a material breach of, or material failure to perform the covenants contained in, this Agreement that is a consequence of an act or failure to act by the breaching or non-performing party with actual knowledge that such party's act or failure to act would constitute or would reasonably be expected to result in a material breach of, or material failure to perform the covenants contained in, this Agreement.

(b) The following terms have the respective meanings set forth in the section referenced opposite such term:

Term	Section
Acceptable Confidentiality Agreement	Section 5.02(f)
Acquisition Proposal	Section 5.02(h)
Adverse Recommendation Change	Section 5.02(d)
Agreement	Preamble
Bankruptcy and Equity Exception	Section 3.03(a)
Book-Entry Share	Section 2.01(c)(ii)
Capitalization Date	Section 3.02(a)
Cash Shortfall	Section 7.01(d)(v)
Certificate	Section 2.01(c)(ii)
Certificate of Merger	Section 1.02
Class A Share	Section 2.01(b)
Class B Share	Section 2.01(b)

Term	Section
Closing	Section 1.06
Closing Date	Section 1.06
Code	Section 2.02(g)
Commitment Letters	Section 4.05(a)
Commitment Parties	Section 4.05(a)
Common Shares	Section 2.01(b)
Company	Preamble
Company Acquisition Agreement	Section 5.02(d)
Company Board	Recitals
Company Board Recommendation	Recitals
Company Disclosure Letter	Article III
Company Financial Statements	Section 3.05(b)
Company Notice	Section 5.02(d)
Company SEC Documents	Section 3.05(a)
Company Securities	Section 3.02(b)
Company Termination Fee	Section 7.03(a)(ii)

Converted Option	Section 2.03(a)
Converted Shares	Section 2.01(c)(i)
Cure Period	Section 7.01(d)(v)
Debt Commitment Letter	Section 4.05(a)
Debt Commitment Party	Section 4.05(a)
Debt Financing	Section 4.05(a)
Designated Courts	Section 8.07(b)
DGCL	Recitals
Director RSU Award	Section 2.03(b)
Economic Sanctions	Section 3.09(b)
Effective Time	Section 1.02
Environmental Permits	Section 3.13
Equity Commitment Letters	Section 4.05(a)
Equity Commitment Parties	Section 4.05(a)
Equity Financing	Section 4.05(a)
Financing	Section 4.05(a)
ERISA Affiliate	Section 3.11(c)
ESPP Purchase Date	Section 2.03(d)
Exchange Act	Section 3.04
Exchange Fund	Section 2.02(a)
Export Control laws	Section 3.09(c)
Existing Purchase Period	Section 2.03(d)
Filed SEC Documents	Article III
Governmental Approvals	Section 3.04
Houlihan	Section 3.19
Indemnified Parties	Section 5.13(a)
Information Statement	Section 5.04(a)
Intervening Event	Section 5.02(g)
Judgment	Section 3.07
Laws	Section 3.09(a)
Material Contract	Section 3.17
Maximum Tail Premium	Section 5.13(b)
Merger	Recitals
Merger Consideration	Section 2.01(c)(i)

Term	Section
Merger Sub	Preamble
Merger Sub Board	Recitals
Merger Sub Share	Section 2.01(a)
Merger Sub Stockholder Approval	Recitals
Notice Period	Section 5.02(d)
Outside Date	Section 7.01(b)(i)
Parent	Preamble
Parent Board	Recitals
Parent Class A Common Stock	Section 2.03(a)
Parent Disclosure Letter	Article IV
Parent Series A Preferred Stock	Section 2.04
Paying Agent	Section 2.02(a)
Permits	Section 3.08(b)

Preferred Stock	Section 3.02(a)
Sarbanes-Oxley Act	Section 3.05(c)
Schedule 13E-3	Section 5.04(a)
SEC	Section 3.04
Secretary of State	Section 1.02
Securities Act	Section 3.02(c)
Segregated Account	Section 2.08
Segregated Funds	Section 2.08
Special Committee	Recitals
Special Committee Recommendation	Recitals
Stockholder Consent	Section 5.03(a)
Superior Proposal	Section 5.02(i)
Surviving Company	Section 1.01
Surviving Company Organizational Documents	Section 1.04
Transaction Litigation	Section 5.09

SECTION 8.13. Fees and Expenses. Whether or not the Transactions are consummated, all fees and expenses incurred in connection with this Agreement and the Transactions, including the Merger, shall be paid by the party incurring or required to incur such fees or expenses, except as otherwise set forth in this Agreement.

SECTION 8.14. Interpretation. (a) When a reference is made in this Agreement to an Article, a Section or an Exhibit, such reference shall be to an Article of, a Section of or an Exhibit to this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "date hereof" when used in this Agreement shall refer to the date of this Agreement. The terms "or", "any" and "either" are not exclusive. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if". The word "will" shall be construed to have the same meaning and effect as the word "shall". The words "made available to Parent", "delivered to Parent" and words of similar import refer to documents made available in a virtual data room or electronically to Parent, Merger Sub or their respective Representatives, and to the Commitment Parties and their Representatives, at least one business day prior to the entry into this Agreement. All terms defined in this Agreement shall have the meanings defined hereunder when used in any document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Any statute defined or referred to herein means such statute as from time to time amended, modified or supplemented, including by succession of comparable successor statutes, and includes all rules and regulations promulgated thereunder. Unless otherwise specifically indicated, all references to "dollars" or "$" shall refer to the lawful money of the United States. References to a Person are also to its permitted assigns and successors.

(b) Whenever this Agreement contemplates any action or determination by the Company Board and such action or determination relates to the review, evaluation and negotiation of this Agreement or the Transactions or any other matter over which the Company Board has granted the Special Committee authority, the Company Board shall take such action or make such determination, in each case, only upon and in accordance with a recommendation to the Company Board from the Special Committee.

(c) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provision of this Agreement.

SECTION 8.15. No Recourse. This Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, the other Transaction Documents or the Transactions, the negotiation, execution or performance of this Agreement, the other Transaction Documents or the Transactions, any breach or violation of this Agreement or the

other Transaction Documents, or any failure of the Merger or the Transactions to be consummated, may only be made against the entities that are expressly named as parties hereto, except for claims that the Company may assert in accordance with, and subject to the terms and limitations set forth in, the Commitment Letters. No Parent Related Party (other than Parent and Merger Sub) or Related Person (as defined in the Equity Commitment Letters) shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim (whether in contract, in tort or otherwise) based upon, arising out of or relating to, or by reason of, this Agreement, the other Transaction Documents or the Transactions, the negotiation, execution or performance of this Agreement, the other Transaction Documents or the Transactions, any breach or violation of this Agreement or the other Transaction Documents, or any failure of the Merger or the Transactions to be consummated, or in respect of any oral representations made or alleged to be made in connection herewith or therewith, except for claims that the Company may assert in accordance with, and subject to the terms and limitations set forth in, the Commitment Letters. Without limiting the rights of the Company against Parent or Merger Sub hereunder, in no event shall the Company or any Company Related Party or any of their respective Representatives, and the Company agrees not to, and to cause the Company Related Parties and their respective Representatives not to, seek to enforce this Agreement or the Commitment Letters against, make any claims for breach of this Agreement or the other Transaction Documents against or seek to recover monetary damages related to this Agreement, the other Transaction Documents or the Transactions from any Parent Related Party (other than Parent and Merger Sub) or Related Person (as defined in the Equity Commitment Letters), except for claims that the Company may assert in accordance with, and subject to the terms and limitations set forth in, the Commitment Letters. Notwithstanding anything to the contrary in this Agreement or any of the other Transaction Documents, no Parent Related Party or Related Person (as defined in the Equity Commitment Letters) will be responsible or liable for any multiple, consequential, indirect, special, statutory, exemplary or punitive damages that may be alleged as a result of this Agreement, the other Transaction Documents, or the Transactions, or the termination or abandonment of any of the foregoing.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

ASTRA SPACE, INC.

by _____
Name:
Title:

by _____
Name:
Title:

APOGEE PARENT INC.

by _____
Name:
Title:

APOGEE MERGER SUB INC.

by _____
Name:
Title:

[Signature Page to Agreement and Plan of Merger]

EXHIBIT A

FORM OF SURVIVING COMPANY CERTIFICATE OF INCORPORATION

THIRD AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

of

ASTRA SPACE, INC.

[To be attached.]

EXHIBIT B

FORM OF STOCKHOLDER CONSENT

[To be attached.]

Exhibit G

Confidential

SHERPAVENTURES FUND II, LP
505 Howard Street, Suite 201
San Francisco, California 94105

March 6, 2024

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

Re: Project Apogee – Equity Commitment Letter

Ladies and Gentlemen:

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

1. Commitment. SherpaVentures Fund II, LP ("Investor") is pleased to advise you that Investor, on behalf of itself (and one or more of its Investor Assignees (as defined below), if applicable), hereby irrevocably commits and agrees to make a capital contribution to Parent, at or substantially concurrently with the Closing, in accordance with the terms and subject to the conditions set forth in this letter agreement (this "Agreement"), directly or indirectly, in an aggregate value equal to $941,291.00 (the "Commitment"), subject to reduction as set forth in this Section 1. Investor's Commitment may be satisfied, in Investor's sole discretion, by (i) a cash contribution to Parent by, or on behalf of, Investor, (ii) a contribution to Parent of shares of Class A common stock, par value $0.0001 per share, of the Company (the "Company Class A Shares") held by Investor or its Affiliates as of immediately prior to the Closing, or (iii) a combination of the foregoing. For purposes of determining the value of Investor's contribution pursuant to the foregoing clauses (ii) and (iii), including determining whether the Commitment has been satisfied, each Company Class A Share contributed by Investor shall be ascribed a value equal to the Merger Consideration. At least three (3) business days prior to the Closing, Investor shall deliver to Parent an election notice in the form of Exhibit A attached hereto (the "Election Notice"), specifying the portion of the Commitment that will be satisfied pursuant to each of the foregoing clauses (i) through (iii).

The cash proceeds of the Commitment, if any, together with the cash proceeds of the capital contributions made to Parent pursuant to the other Equity Commitment Letters (the "Signing Equity Commitment Letters") and Debt Commitment Letter (the "Debt Commitment Letter") delivered to Parent by certain other investors (the "Signing Investors") as of the date hereof and the Interim Commitment Letters (as defined below) shall be used by Parent for one or more of the following purposes, and not for any other purpose whatsoever: (i) to satisfy Parent's and Merger Sub's payment obligations under the Merger Agreement and the expenses of Parent, Merger Sub, Chris C. Kemp, and Dr. Adam London required to be reimbursed by the Company pursuant to that certain Interim Investors' Agreement, dated as of the date hereof, by and among Parent, Merger Sub, Investor, and the Other Investors (the "Interim Investors' Agreement") (the payments in this clause (i), collectively, the "Closing Payments"), (ii) after the Closing, for working capital and general corporate purposes of Parent and its Subsidiaries, or (iii) for the purposes of financing cash shortfalls at the Company during the period between the date hereof and the Closing or as otherwise necessary to consummate the Transactions. The value of

the Commitment (a) may be reduced by Parent by written notice prior to the Closing only in accordance with the terms of the Investor Investors' Agreement, and only so long as Parent shall have, assuming the receipt of all proceeds under this Agreement, the applicable Signing Equity Commitment Letters, the Debt Commitment Letter, and any other financing commitments delivered to Parent on or after the date hereof (the "Interim Commitment Letters" and together with the Signing Equity Commitment Letters and the Debt Commitment Letter, the "Other Commitment Letters", and the commitment parties to the Interim Commitment Letters, the "Interim Investors" and together with the Signing Investors, the "Other Investors") in a form consented to by the Company in writing (such consent not to be unreasonably withheld, conditioned, or delayed), sufficient funds to satisfy the Closing Payments in full and (b) shall be reduced automatically in an amount equal to any indebtedness funded by Investor to the Company after the date hereof, including, without limitation, pursuant to any Interim Commitment Letter, if any. At the Closing, Investor, together with any Investor Assignee, shall, in the aggregate, have sufficient means (whether through a cash contribution or rollover of Company Class A Shares) to make a capital contribution in the amount of the Commitment. None of Investor nor any Investor Assignee shall, under any circumstance, be obligated to (or be obligated to cause any other Person to), directly or indirectly, contribute to, purchase equity or debt from, make an investment in or otherwise provide funds or assets to Parent or any other Person pursuant to this Agreement in excess of the Commitment (it being understood that nothing herein shall be deemed to limit or otherwise impair any of Investor's commitments or obligations pursuant to the Warrant Exchange Agreement or the Noteholder Conversion Agreement). Notwithstanding anything to the contrary set forth in this Agreement, in no event shall the cumulative liability of Investor and any Investor Affiliate under this Agreement exceed the Commitment.

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

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

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

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

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

3. Enforcement. This Agreement shall be binding solely on Investor and any Investor Assignees under this Agreement and inure solely to the benefit of Parent, and nothing in this Agreement (other than as set forth in this Section 3), express or implied, shall be construed to confer upon or give to any Person other than Parent any benefits, rights or remedies under or by reason of, or any rights to enforce or cause Parent to enforce, (x) the contribution to Parent of all or any of the Commitment (subject to the terms and conditions set forth in this Agreement) or (y) any other provisions of this Agreement; provided, however, that the Company is hereby expressly made a third party beneficiary (a) of the rights granted to Parent hereby only for the purpose of seeking specific performance of Parent's right to cause the Commitment to be contributed to Parent by Investor and any Investor Assignee in accordance with Section 1 and Section 2 of this Agreement (solely to the extent that Parent can enforce the Commitment pursuant to the terms hereof) and (b) for the purpose of specifically enforcing the Company's rights to consent to certain matters as expressly provided in this Agreement, and for no other purpose (including any claim for monetary damages hereunder) and only if, in the case of clause (a) above, (i) the Company is entitled to pursue specific performance pursuant to Section 8.08 (*Specific Enforcement*) of the Merger Agreement and (ii) the Company is also seeking enforcement of each Other Investor's corresponding funding obligations under the applicable Other Commitment Letters (except for any Other Investor who has satisfied and performed, or has irrevocably confirmed in writing that it is prepared to satisfy and

perform, in full, its corresponding funding obligations under the applicable Other Commitment Letter), but with any actual performance by Investor hereunder subject to satisfaction of the conditions set forth in Section 2 (or waiver by Investor in its sole discretion), and in no event shall Investor be required to fund all or any portion of the Commitment unless the conditions set forth in Section 2 are satisfied (or waived by Investor in its sole discretion). Investor acknowledges and agrees that the availability of any monetary damages against Parent or Merger Sub pursuant to the Merger Agreement shall not be construed to diminish or otherwise impair in any respect the Company's right to specific enforcement to cause Parent to cause, or directly cause, Investor and any Investor Assignees to fund, the Commitment to the extent permitted by the immediately preceding sentence. The Company's status as a third party beneficiary is specifically conditioned upon the acceptance by the Company of (and the agreement of the Company to comply with) the covenants, agreements and acknowledgments applicable to it set forth in this Agreement. Except as expressly set forth in this Section 3, (A) this Agreement may be enforced only by Parent at the direction of its equityholders in their sole discretion and (B) this Agreement cannot be enforced, and none of Parent's nor Merger Sub's creditors (other than the Company to the extent provided herein) or any other Person claiming by, through, or on behalf or for the benefit of Parent, Merger Sub, or the Company shall have any right to enforce, or to cause Parent or Merger Sub to enforce, this Agreement. For the avoidance of doubt and notwithstanding anything to the contrary contained in the Merger Agreement or in this Agreement, and notwithstanding that this Agreement is referred to in the Merger Agreement, no party other than Parent and, solely to the extent provided in this Section 3, the Company, shall have any rights against Investor pursuant to this Agreement.

4. Non-Recourse.

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

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

(c) Notwithstanding anything that may be expressed or implied in this Agreement, the Merger Agreement, the other Transaction Documents or any document, agreement, certificate or other instrument delivered in connection herewith or therewith, and notwithstanding that Investor or any Investor Assignee may be a partnership or a limited liability company, by its acceptance hereof, Parent and Merger Sub (and the Company, by accepting, and as a condition to exercising its rights as an express third party beneficiary of this Agreement as specified in Section 3) acknowledges and agrees that (i) no Person (other than Investor or any Investor Assignee in accordance with and subject to the limitations set forth in this Agreement) has any liability, obligation or commitment of any nature, known or unknown, whether due or to become due, absolute, contingent or otherwise, under this Agreement or in connection with the making of the capital contribution to Parent in the value of the Commitment contemplated hereby, (ii) no recourse, remedy or right of

recovery or contribution (whether at law, in equity, in contract, in tort or otherwise) shall be had under this Agreement, the Merger Agreement, the other Transaction Documents or any documents, agreements, certificates or other instruments delivered in connection herewith or therewith, or in respect of any oral representations made or alleged to be made in connection herewith or therewith, or relating to any breach hereof or thereof (whether willfully, intentionally, unintentionally or otherwise), including in the event Parent or Merger Sub breaches any obligations under the Merger Agreement, regardless of whether such breach is caused by any breach of Investor's or any Investor Assignee's obligations under this Agreement, against any Related Person of Investor or any Investor Assignee, or any Related Person of such Related Person, whether by the enforcement of any judgment or assessment or by any legal or equitable proceeding or by virtue of any statute, regulation or other applicable law, (iii) no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by Investor, any Investor Assignee, any Related Person of Investor or any Investor Assignee, or any Related Person of such Related Person, under, in connection with, or related to, this Agreement, the Merger Agreement, the other Transaction Documents or any document, agreement, certificate or other instrument delivered in connection herewith or therewith, or in respect of any oral representations made or alleged to be made in connection herewith or therewith, or any breach hereof or thereof (whether willfully, intentionally, unintentionally or otherwise), including in the event Parent or Merger Sub breaches any obligations under the Merger Agreement, regardless of whether such breach is caused by any breach of Investor's or any Investor Assignee's obligations under this Agreement or for any claim or Action and (iv) under no circumstances shall Investor, any Investor Assignee, any Related Person of Investor or any Investor Assignee, or any Related Person of such Related Person, be liable to any Person for incidental, consequential, punitive, exemplary, special or any other damages under the Merger Agreement, this Agreement or any other Transaction Document.

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

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

6. Termination.

(a) This Agreement shall, automatically and immediately, expire, terminate and cease to have any further force or effect upon the earliest to occur of: (a) the valid termination of the Merger Agreement in accordance with Article VII thereof, (b) the consummation of the Closing in accordance with and subject to the terms and conditions of the Merger Agreement, but only if Investor or any Investor Assignee makes a capital contribution to Parent in a value equal to the Commitment, (c) the funding or contribution in full of the Commitment, and (d) the assertion, directly or indirectly, by the Company or any of its controlled Affiliates or any of their respective officers or directors (other than, in each case, if applicable, Investor, any Investor Affiliate or any Related Person) or Affiliates of any claim or Action against Investor, any Investor Affiliate or any Related Person thereof in connection with the Merger Agreement, this Agreement, or any other Transaction Document, or any of the transactions contemplated thereby or hereby (including in respect of any oral representations made or alleged to be made in connection therewith or herewith), except, in the case of this clause (d), for (i) any claim or Action brought by the Company or any of its Affiliates that are parties to, or express third-party beneficiaries under, a Transaction Document against Parent or Merger Sub under the Merger Agreement or any other Transaction Document to which Parent or Merger Sub

is a party in accordance with and subject to the terms and conditions thereof, (ii) any claim or Action brought by the Company seeking specific performance of Investor's or any Investor Assignee's obligations to fund or contribute the Commitment in accordance with, and subject to, the terms and conditions of this Agreement (but only if the Company is also seeking enforcement of each Other Investor's funding or contribution obligations under the applicable Other Commitment Letters (except for any such person who has satisfied and performed its funding or contribution obligations under the applicable Other Commitment Letter)), or (iii) any claim or Action brought by the Company against Investor to enforce the Company's rights under the Confidentiality Agreement (any such claim or Action described in the foregoing clauses (i) through (iii) of this clause (d), a "Non-Prohibited Claim", and any such claim or Action described in this clause (d) other than a Non-Prohibited Claim, a "Prohibited Claim"); provided, that no termination pursuant to this clause (d) shall occur if such Prohibited Claim (A) was not brought in bad faith or in conscious disregard of this provision and (B) is subsequently withdrawn by the Company (or the applicable controlled Affiliate, director or officer) within three (3) business days after notice by Investor to the Company in writing asserting that such claim constitutes a Prohibited Claim hereunder. Upon any such termination of this Agreement, Investor's and any Investor Assignee's obligations hereunder will terminate and Investor's and any Investor Assignee's obligations hereunder shall be discharged and no party hereto shall have any liability whatsoever to any other party hereto.

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

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

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

9. Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

(vi) in making the decision to make the Investment, Investor has relied solely upon Investor's own independent investigation and diligence, has not relied on any statements, representations or warranties, investigation (including with respect

to the accuracy, completeness or adequacy of the Company's public disclosure) or other information provided, by or on behalf of (i) any former, current or future, direct or indirect, director, manager, officer, employee, consultant, general or limited partner, member, stockholder, security holder, Affiliate, controlling person, successor, assignee, predecessor, financing source, attorney, advisor, agent or representative (or any of their respective successors or assigns), of Parent, Merger Sub or any of their respective Affiliates, (ii) any former, current or future, direct or indirect, holder of any equity interests or securities of Parent, Merger Sub, or any of their respective Affiliates (or any of their respective successors or assigns) or (iii) any former, current or future, direct or indirect, director, manager, officer, employee, consultant, general or limited partner, member, stockholder, security holder, Affiliate, controlling person, successor, assignee, predecessor, financing source, attorney, advisor, agent or representative of any of the foregoing (or any of their respective successors or assigns) (including Moelis & Company LLC (together with its affiliates, "Moelis") or any of its respective affiliates or any control persons, officers, directors, employees, partners, agents or representatives of any of the foregoing) concerning the Company, Parent, Merger Sub, the Commitment, the Investment, the Transactions or the risks associated therewith; and

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

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

11. Governing Law; Jurisdiction.

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

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

12. Waiver of Jury Trial. EACH PARTY HERETO (AND THE COMPANY, IN ITS CAPACITY AS AN EXPRESS THIRD PARTY BENEFICIARY OF THIS AGREEMENT AS SPECIFIED IN SECTION 3) ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT

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

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

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

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

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

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

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

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

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

[*Signature Pages Follow*]

Very truly yours,

[INVESTOR]
[●]

By: _____
Name: [●]
Title: [●]

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

PARENT

Apogee Parent Inc.

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

MERGER SUB
Apogee Merger Sub Inc.

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

Acknowledged solely in the capacity of an intended third party beneficiary of this Agreement as specified in Section 3 as of the date first written above.

COMPANY:
Astra Space, Inc.

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

By: _____
Name: Martin Attiq
Title: Chief Business Officer

Exhibit A

Form of Election Notice

Subject to the terms of that certain Equity Commitment Letter, dated as of March 6, 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 SherpaVentures Fund II, LP ("Investor") (as amended, supplemented or modified from time to time in accordance with the terms thereof, the "Equity Commitment Letter"), Investor hereby confirms to each of Parent and Merger Sub, that Investor's Commitment set forth in the Equity Commitment Letter shall be satisfied as follows:

Company Class A Share Contribution:

Number of Company Class A Shares _____

Value of Company Class A Shares $_____

Cash Contribution: $_____

Total Contribution: $_____

SHERPAVENTURES FUND II, LP

BY: SherpaVentures Fund II GP, Its General Partner

By: _____

Name: _____

Title: _____

Date: _____

Exhibit H

Confidential

EAGLE CREEK CAPITAL, LLC
505 Howard Street, Suite 201
San Francisco, California 94105

March 6, 2024

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

Re: Project Apogee – Equity Commitment Letter

Ladies and Gentlemen:

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

1. Commitment. Eagle Creek Capital, LLC ("Investor") is pleased to advise you that Investor, on behalf of itself (and one or more of its Investor Assignees (as defined below), if applicable), hereby irrevocably commits and agrees to make a capital contribution to Parent, at or substantially concurrently with the Closing, in accordance with the terms and subject to the conditions set forth in this letter agreement (this "Agreement"), directly or indirectly, in an aggregate value equal to $7,547.00 (the "Commitment"), subject to reduction as set forth in this Section 1. Investor's Commitment may be satisfied, in Investor's sole discretion, by (i) a cash contribution to Parent by, or on behalf of, Investor, (ii) a contribution to Parent of shares of Class A common stock, par value $0.0001 per share, of the Company (the "Company Class A Shares") held by Investor or its Affiliates as of immediately prior to the Closing, or (iii) a combination of the foregoing. For purposes of determining the value of Investor's contribution pursuant to the foregoing clauses (ii) and (iii), including determining whether the Commitment has been satisfied, each Company Class A Share contributed by Investor shall be ascribed a value equal to the Merger Consideration. At least three (3) business days prior to the Closing, Investor shall deliver to Parent an election notice in the form of Exhibit A attached hereto (the "Election Notice"), specifying the portion of the Commitment that will be satisfied pursuant to each of the foregoing clauses (i) through (iii).

The cash proceeds of the Commitment, if any, together with the cash proceeds of the capital contributions made to Parent pursuant to the other Equity Commitment Letters (the "Signing Equity Commitment Letters") and Debt Commitment Letter (the "Debt Commitment Letter") delivered to Parent by certain other investors (the "Signing Investors") as of the date hereof and the Interim Commitment Letters (as defined below) shall be used by Parent for one or more of the following purposes, and not for any other purpose whatsoever: (i) to satisfy Parent's and Merger Sub's payment obligations under the Merger Agreement and the expenses of Parent, Merger Sub, Chris C. Kemp, and Dr. Adam London required to be reimbursed by the Company pursuant to that certain Interim Investors' Agreement, dated as of the date hereof, by and among Parent, Merger Sub, Investor, and the Other Investors (the "Interim Investors' Agreement") (the payments in this clause (i), collectively, the "Closing Payments"), (ii) after the Closing, for working capital and general corporate purposes of Parent and its Subsidiaries, or (iii) for the purposes of financing cash shortfalls at the Company during the period between the date hereof and the Closing or as otherwise necessary to consummate the Transactions. The value of the Commitment (a) may be reduced by Parent by written notice prior to the Closing only in accordance with the terms of the Investor Investors'

Agreement, and only so long as Parent shall have, assuming the receipt of all proceeds under this Agreement, the applicable Signing Equity Commitment Letters, the Debt Commitment Letter, and any other financing commitments delivered to Parent on or after the date hereof (the "Interim Commitment Letters" and together with the Signing Equity Commitment Letters and the Debt Commitment Letter, the "Other Commitment Letters", and the commitment parties to the Interim Commitment Letters, the "Interim Investors" and together with the Signing Investors, the "Other Investors") in a form consented to by the Company in writing (such consent not to be unreasonably withheld, conditioned, or delayed), sufficient funds to satisfy the Closing Payments in full and (b) shall be reduced automatically in an amount equal to any indebtedness funded by Investor to the Company after the date hereof, including, without limitation, pursuant to any Interim Commitment Letter, if any. At the Closing, Investor, together with any Investor Assignee, shall, in the aggregate, have sufficient means (whether through a cash contribution or rollover of Company Class A Shares) to make a capital contribution in the amount of the Commitment. None of Investor nor any Investor Assignee shall, under any circumstance, be obligated to (or be obligated to cause any other Person to), directly or indirectly, contribute to, purchase equity or debt from, make an investment in or otherwise provide funds or assets to Parent or any other Person pursuant to this Agreement in excess of the Commitment (it being understood that nothing herein shall be deemed to limit or otherwise impair any of Investor's commitments or obligations pursuant to the Warrant Exchange Agreement or the Noteholder Conversion Agreement). Notwithstanding anything to the contrary set forth in this Agreement, in no event shall the cumulative liability of Investor and any Investor Affiliate under this Agreement exceed the Commitment.

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

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

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

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

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

3. Enforcement. This Agreement shall be binding solely on Investor and any Investor Assignees under this Agreement and inure solely to the benefit of Parent, and nothing in this Agreement (other than as set forth in this Section 3), express or implied, shall be construed to confer upon or give to any Person other than Parent any benefits, rights or remedies under or by reason of, or any rights to enforce or cause Parent to enforce, (x) the contribution to Parent of all or any of the Commitment (subject to the terms and conditions set forth in this Agreement) or (y) any other provisions of this Agreement; provided, however, that the Company is hereby expressly made a third party beneficiary (a) of the rights granted to Parent hereby only for the purpose of seeking specific performance of Parent's right to cause the Commitment to be contributed to Parent by Investor and any Investor Assignee in accordance with Section 1 and Section 2 of this Agreement (solely to the extent that Parent can enforce the Commitment pursuant to the terms hereof) and (b) for the purpose of specifically enforcing the Company's rights to consent to certain matters as expressly provided in this Agreement, and for no other purpose (including any claim for monetary damages hereunder) and only if, in the case of clause (a) above, (i) the Company is entitled to pursue specific performance pursuant to Section 8.08 (*Specific Enforcement*) of the Merger Agreement and (ii) the Company is also seeking enforcement of each Other Investor's corresponding funding obligations under the applicable Other Commitment Letters (except for any Other Investor who has satisfied and performed, or has irrevocably confirmed in writing that it is prepared to satisfy and perform, in full, its corresponding funding obligations under the applicable Other Commitment Letter), but with any actual performance

by Investor hereunder subject to satisfaction of the conditions set forth in Section 2 (or waiver by Investor in its sole discretion), and in no event shall Investor be required to fund all or any portion of the Commitment unless the conditions set forth in Section 2 are satisfied (or waived by Investor in its sole discretion). Investor acknowledges and agrees that the availability of any monetary damages against Parent or Merger Sub pursuant to the Merger Agreement shall not be construed to diminish or otherwise impair in any respect the Company's right to specific enforcement to cause Parent to cause, or directly cause, Investor and any Investor Assignees to fund, the Commitment to the extent permitted by the immediately preceding sentence. The Company's status as a third party beneficiary is specifically conditioned upon the acceptance by the Company of (and the agreement of the Company to comply with) the covenants, agreements and acknowledgments applicable to it set forth in this Agreement. Except as expressly set forth in this Section 3, (A) this Agreement may be enforced only by Parent at the direction of its equityholders in their sole discretion and (B) this Agreement cannot be enforced, and none of Parent's nor Merger Sub's creditors (other than the Company to the extent provided herein) or any other Person claiming by, through, or on behalf or for the benefit of Parent, Merger Sub, or the Company shall have any right to enforce, or to cause Parent or Merger Sub to enforce, this Agreement. For the avoidance of doubt and notwithstanding anything to the contrary contained in the Merger Agreement or in this Agreement, and notwithstanding that this Agreement is referred to in the Merger Agreement, no party other than Parent and, solely to the extent provided in this Section 3, the Company, shall have any rights against Investor pursuant to this Agreement.

4. Non-Recourse.

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

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

(c) Notwithstanding anything that may be expressed or implied in this Agreement, the Merger Agreement, the other Transaction Documents or any document, agreement, certificate or other instrument delivered in connection herewith or therewith, and notwithstanding that Investor or any Investor Assignee may be a partnership or a limited liability company, by its acceptance hereof, Parent and Merger Sub (and the Company, by accepting, and as a condition to exercising its rights as an express third party beneficiary of this Agreement as specified in Section 3) acknowledges and agrees that (i) no Person (other than Investor or any Investor Assignee in accordance with and subject to the limitations set forth in this Agreement) has any liability, obligation or commitment of any nature, known or unknown, whether due or to become due, absolute, contingent or otherwise, under this Agreement or in connection with the making of the capital contribution to Parent in the value of the Commitment contemplated hereby, (ii) no recourse, remedy or right of recovery or contribution (whether at law, in equity, in contract, in tort or otherwise) shall be had under this Agreement, the Merger

Agreement, the other Transaction Documents or any documents, agreements, certificates or other instruments delivered in connection herewith or therewith, or in respect of any oral representations made or alleged to be made in connection herewith or therewith, or relating to any breach hereof or thereof (whether willfully, intentionally, unintentionally or otherwise), including in the event Parent or Merger Sub breaches any obligations under the Merger Agreement, regardless of whether such breach is caused by any breach of Investor's or any Investor Assignee's obligations under this Agreement, against any Related Person of Investor or any Investor Assignee, or any Related Person of such Related Person, whether by the enforcement of any judgment or assessment or by any legal or equitable proceeding or by virtue of any statute, regulation or other applicable law, (iii) no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by Investor, any Investor Assignee, any Related Person of Investor or any Investor Assignee, or any Related Person of such Related Person, under, in connection with, or related to, this Agreement, the Merger Agreement, the other Transaction Documents or any document, agreement, certificate or other instrument delivered in connection herewith or therewith, or in respect of any oral representations made or alleged to be made in connection herewith or therewith, or any breach hereof or thereof (whether willfully, intentionally, unintentionally or otherwise), including in the event Parent or Merger Sub breaches any obligations under the Merger Agreement, regardless of whether such breach is caused by any breach of Investor's or any Investor Assignee's obligations under this Agreement or for any claim or Action and (iv) under no circumstances shall Investor, any Investor Assignee, any Related Person of Investor or any Investor Assignee, or any Related Person of such Related Person, be liable to any Person for incidental, consequential, punitive, exemplary, special or any other damages under the Merger Agreement, this Agreement or any other Transaction Document.

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

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

6. Termination.

(a) This Agreement shall, automatically and immediately, expire, terminate and cease to have any further force or effect upon the earliest to occur of: (a) the valid termination of the Merger Agreement in accordance with Article VII thereof, (b) the consummation of the Closing in accordance with and subject to the terms and conditions of the Merger Agreement, but only if Investor or any Investor Assignee makes a capital contribution to Parent in a value equal to the Commitment, (c) the funding or contribution in full of the Commitment, and (d) the assertion, directly or indirectly, by the Company or any of its controlled Affiliates or any of their respective officers or directors (other than, in each case, if applicable, Investor, any Investor Affiliate or any Related Person) or Affiliates of any claim or Action against Investor, any Investor Affiliate or any Related Person thereof in connection with the Merger Agreement, this Agreement, or any other Transaction Document, or any of the transactions contemplated thereby or hereby (including in respect of any oral representations made or alleged to be made in connection therewith or herewith), except, in the case of this clause (d), for (i) any claim or Action brought by the Company or any of its Affiliates that are parties to, or express third-party beneficiaries under, a Transaction Document against Parent or Merger Sub under the Merger Agreement or any other Transaction Document to which Parent or Merger Sub is a party in accordance with and subject to the terms and conditions thereof, (ii) any claim or Action brought by the Company seeking

specific performance of Investor's or any Investor Assignee's obligations to fund or contribute the Commitment in accordance with, and subject to, the terms and conditions of this Agreement (but only if the Company is also seeking enforcement of each Other Investor's funding or contribution obligations under the applicable Other Commitment Letters (except for any such person who has satisfied and performed its funding or contribution obligations under the applicable Other Commitment Letter)), or (iii) any claim or Action brought by the Company against Investor to enforce the Company's rights under the Confidentiality Agreement (any such claim or Action described in the foregoing clauses (i) through (iii) of this clause (d), a "Non-Prohibited Claim", and any such claim or Action described in this clause (d) other than a Non-Prohibited Claim, a "Prohibited Claim"); provided, that no termination pursuant to this clause (d) shall occur if such Prohibited Claim (A) was not brought in bad faith or in conscious disregard of this provision and (B) is subsequently withdrawn by the Company (or the applicable controlled Affiliate, director or officer) within three (3) business days after notice by Investor to the Company in writing asserting that such claim constitutes a Prohibited Claim hereunder. Upon any such termination of this Agreement, Investor's and any Investor Assignee's obligations hereunder will terminate and Investor's and any Investor Assignee's obligations hereunder shall be discharged and no party hereto shall have any liability whatsoever to any other party hereto.

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

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

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

9. Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

(vi) in making the decision to make the Investment, Investor has relied solely upon Investor's own independent investigation and diligence, has not relied on any statements, representations or warranties, investigation (including with respect

to the accuracy, completeness or adequacy of the Company's public disclosure) or other information provided, by or on behalf of (i) any former, current or future, direct or indirect, director, manager, officer, employee, consultant, general or limited partner, member, stockholder, security holder, Affiliate, controlling person, successor, assignee, predecessor, financing source, attorney, advisor, agent or representative (or any of their respective successors or assigns), of Parent, Merger Sub or any of their respective Affiliates, (ii) any former, current or future, direct or indirect, holder of any equity interests or securities of Parent, Merger Sub, or any of their respective Affiliates (or any of their respective successors or assigns) or (iii) any former, current or future, direct or indirect, director, manager, officer, employee, consultant, general or limited partner, member, stockholder, security holder, Affiliate, controlling person, successor, assignee, predecessor, financing source, attorney, advisor, agent or representative of any of the foregoing (or any of their respective successors or assigns) (including Moelis & Company LLC (together with its affiliates, "Moelis") or any of its respective affiliates or any control persons, officers, directors, employees, partners, agents or representatives of any of the foregoing) concerning the Company, Parent, Merger Sub, the Commitment, the Investment, the Transactions or the risks associated therewith; and

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

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

11. Governing Law; Jurisdiction.

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

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

12. Waiver of Jury Trial. EACH PARTY HERETO (AND THE COMPANY, IN ITS CAPACITY AS AN EXPRESS THIRD PARTY BENEFICIARY OF THIS AGREEMENT AS SPECIFIED IN SECTION 3) ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND

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

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

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

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

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

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

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

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

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

[*Signature Pages Follow*]

Very truly yours,

[INVESTOR]
[●]

By: _____
Name: [●]
Title: [●]

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

PARENT
Apogee Parent Inc.

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

MERGER SUB
Apogee Merger Sub Inc.

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

Acknowledged solely in the capacity of an intended third party beneficiary of this Agreement as specified in Section 3 as of the date first written above.

COMPANY:
Astra Space, Inc.

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

By: _____
Name: Martin Attiq
Title: Chief Business Officer

Exhibit A

Form of Election Notice

Subject to the terms of that certain Equity Commitment Letter, dated as of March 6, 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 Eagle Creek Capital, LLC ("Investor") (as amended, supplemented or modified from time to time in accordance with the terms thereof, the "Equity Commitment Letter"), Investor hereby confirms to each of Parent and Merger Sub, that Investor's Commitment set forth in the Equity Commitment Letter shall be satisfied as follows:

Company Class A Share Contribution:

Number of Company Class A Shares _____

Value of Company Class A Shares $_____

Cash Contribution: $_____

Total Contribution: $_____

EAGLE CREEK CAPITAL, LLC

By: _____

Name: _____

Title: _____

Date: _____

Exhibit I

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: *********

{Signature Page to Warrant Exchange Agreement}

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: *********

{Signature Page to Warrant Exchange Agreement}

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: *********

{Signature Page to Warrant Exchange Agreement}

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: *********

{Signature Page to Warrant Exchange Agreement}

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: *********

{Signature Page to Warrant Exchange Agreement}

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: ********

{Signature Page to Warrant Exchange Agreement}

SCHEDULE 1

Warrants

Warrant Certificate	Initial Exercise	Number of Existing	Number of Exchange

Holder Name	Number	Date	Warrant Shares	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 J

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

[*Signature Page to Noteholder Conversion Agreement*]

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: *********

[*Signature Page to Noteholder Conversion Agreement*]

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: *********

[*Signature Page to Noteholder Conversion Agreement*]

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 K

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.

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

5. This Agreement governs the relationship of the Parties pending the Closing, including in respect of the Merger Agreement, the Equity Commitment Letters, the Warrant Exchange Agreement, and the Noteholder Conversion Agreement and the transactions

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

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

ARTICLE I
EQUITY COMMITMENTS; CONTRIBUTION

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

Section 1.2 **Equity Commitments**.

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

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

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

ARTICLE II
EQUITY INTERESTS

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

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

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

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

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

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

(a) Immediately prior to, but contingent upon and subject to the consummation of, the Closing, Parent shall issue a number of Series A preferred shares, par value US$0.0001 per share, of Parent (the "Parent Series A Preferred Shares") to each Investor (other than the Founders) in exchange for their respective capital contributions to Parent based on the following calculation: (i) for a contribution of cash by, or on behalf of, such Investor (a "Cash Contribution"), such Investor shall receive a number of Parent Series A Preferred Shares equal to such cash contribution *divided by* the Merger Consideration; (ii) for a contribution of class A common shares of the Company (the "Company Class A Shares") held by such Investor or its Affiliates as of immediately prior to the Closing (a "Company Class A Shares Contribution"), such Investor shall receive an equal number of Parent Series A Preferred Shares; (iii) for the

conversion and cancellation of the Notes held by such Investor or its Affiliates as of immediately prior to the Closing (an "Indebtedness Contribution"), such Investor shall receive a number of Parent Series A Preferred Shares in accordance with Section 3.7(b); and (iv) for the contribution and exchange of Company Warrants held by such Investor or its Affiliates as of immediately prior to the Closing (a "Warrant Contribution"), such Investor shall receive Parent Warrants (as defined below) in accordance with Section 3.7(a). All issuances of Parent Series A Preferred Shares pursuant to the foregoing shall be made in accordance with the terms, and subject to the conditions, set forth in the Merger Agreement and such Investor's Equity Commitment Letter, the Warrant Exchange Agreement, and the Noteholder Conversion Agreement, as applicable.

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

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

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

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

ARTICLE III
INTERIM GOVERNANCE; OTHER AGREEMENTS AMONG INVESTORS

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

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

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

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

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

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

Section 3.2 **Expenses**.

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

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

Section 3.3 **Approvals**.

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

(b) Notwithstanding anything to the contrary set forth in Section 3.3(a), (i) no Key Investor shall, whether prior to or following the Closing, be required to cause any portfolio company, investment fund or other Affiliate of any Key Investor (other than Parent, Merger Sub and their direct or indirect Subsidiaries) or any director, officer, employee, general partner, limited partner,

member, shareholder or manager of any of the foregoing to take any action, undertake any divestiture or restrict its conduct other than to provide responsive non-confidential information required to make any submission or application to a Governmental Authority (except as is necessary and customary under the circumstances) and to otherwise cooperate in connection with any such submission or application as is necessary and customary under the circumstances (which cooperation shall not include, without limitation, commencing or maintaining any legal action; selling or otherwise disposing of, or holding separate or agreeing to sell or otherwise dispose of, assets, categories of assets or businesses; terminating such Person or its Affiliate's existing relationships, contractual rights or obligations, or creating any relationship, contractual rights or obligations; effectuating any other change or restructuring of such Person or its Affiliates; or refraining from acquiring or agreeing to acquire or causing or preventing any of such Person's Affiliates from refraining from acquiring or agreeing to acquire any Person or portion thereof, or from acquiring or agreeing to acquire any assets) and (ii) any of the Investors may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other Investors under this Section 3.3 as "outside counsel only" and such materials and the information contained therein (1) shall be given only to the outside legal counsel of the recipient and will not be disclosed by such outside counsel to employees, officers or directors of the recipient unless express permission is obtained in advance from the source of the materials and (2) may be redacted (x) to remove references concerning valuation, (y) as necessary to comply with contractual obligations and (z) as necessary to address reasonable privilege concerns.

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

Section 3.4 **Required Information**.

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

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

Section 3.5 **Certain Representations and Warranties**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3.6 **Additional Covenants**.

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

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

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

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

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

ARTICLE IV
CLOSING ARRANGEMENTS

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

ARTICLE V
MISCELLANEOUS

Section 5.1 **Amendment and Waiver.** Any provision of this Agreement may be amended or modified, and the provision hereof may be waived, only in a writing signed (a) in the case of any amendment, by each of the Parties and (b) in the case of a waiver, by

the Party or Parties waiving rights hereunder. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing.

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

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

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

Section 5.5 **Governing Law; Jurisdiction**.

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

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

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

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

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

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

Section 5.10 **Confidentiality**.

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

(b) In this Agreement, "Confidential Information" refers to all written, oral or other information obtained in confidence by a Recipient from any other Party in connection with this Agreement, the Merger Agreement, or the transactions contemplated hereby and thereby from and after the date hereof, unless such information (i) is already or becomes known to the Recipient

prior to the disclosure thereof by the disclosing Party, (ii) is provided to the Recipient by a third party which is not known by such Recipient to be bound by a duty of confidentiality to the disclosing Party, (iii) is or becomes publicly available other than through a breach of this Agreement by such Recipient, or (iv) is developed independently by or for the Recipient without using any Confidential Information. In this Agreement, "Representative" of a Person refers to that Person's officers, directors, employees, accountants, counsel, financial advisors, consultants, other advisors, general partners, and limited partners.

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

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

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

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

Section 5.14 **Termination**.

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

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

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

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

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

If to Parent or Merger Sub:

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

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

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

[*Signature pages follow*]

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

PARENT

APOGEE PARENT INC.

By: /s/ Chris C. Kemp

Name: Chris C. Kemp
Title: Chief Executive Officer

MERGER SUB

APOGEE MERGER SUB INC.

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

[*Signature Page to Interim Investors Agreement*]

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: ********

[*Signature Page to Interim Investors Agreement*]

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: ********

[*Signature Page to Interim Investors Agreement*]

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: ********

[*Signature Page to Interim Investors Agreement*]

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: ********

[*Signature Page to Interim Investors Agreement*]

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:

[*Signature Page to Interim Investors Agreement*]

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: ********

[*Signature Page to Interim Investors Agreement*]

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: ********

[*Signature Page to Interim Investors Agreement*]

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: ******

[*Signature Page to Interim Investors Agreement*]

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: [●]

[*Signature Page to Interim Investors Agreement*]

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 L

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

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

RECITALS:

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

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

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

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

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

F. The Note Parties have requested that each of the Holders (1) consent to (i) the execution of the Merger Agreement in the form attached as Exhibit A, (ii) the consummation of the Merger in accordance with the terms of the Merger Agreement on the date hereof, and (iii) the amendment to the limited liability company agreements of certain of the Company's subsidiaries in the forms attached as Exhibit C hereto; (2) agree that the filing with the Securities and Exchange Commission by one or more of the Holders together with one or more other Persons (each, a "**Beneficial Ownership Filing**") indicating that a "group" (within the meaning of Section 13(d)(3) of the Exchange Act) has been

formed which is the direct or indirect "beneficial owner" of shares of more than fifty percent (50%) of the Company's then-outstanding common equity in connection with the Merger does not trigger a Fundamental Change or Fundamental Transaction under the Notes and Warrants; and (3) agree to (i) designate Astra Space Operations LLC's bank account identified on Schedule 1.0 (the "**Specified Account**") as an Excluded Account (as defined in the Security Agreement), and (ii) permit the Company to fund an aggregate principal amount into the Specified Account of up to $3,500,000 on the date hereof to be used exclusively for the purposes set forth on Schedule 1.0 ("**Permitted Purposes**") as the Special Committee may direct the Company. The transactions described in clauses (1)-(3), the "**Specified Transactions**."

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

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

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

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

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

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

applicable to the Benefit Payments being made from the Specified Account and thereafter, not deposit any Ongoing Specified Funds therein; and

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

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

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

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

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

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

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

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

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

3. Representations and Warranties. Each of the Note Parties (a) hereby expressly (i) confirms its Obligations under each Transaction Document, in each case as amended, restated, supplemented or modified immediately after giving effect to this Agreement; (ii) confirms that its Obligations as amended, restated, supplemented or modified hereby under the Notes, the Purchase Agreement, the Warrants and the other Transaction Documents are entitled to the benefits of the pledges set forth in the Transaction Documents, in each case, as amended, restated, supplemented or modified immediately after giving effect to this Agreement; and (iii) confirms that its Obligations under the Notes, the Purchase Agreement, the Warrants and the other Transaction Documents immediately after giving effect to this Agreement constitute Obligations and that such Obligations shall continue to be entitled to the benefits of the grant of collateral security set forth in the Transaction Documents.

4. Reference to and Effect on the Transaction Documents. The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver or novation of any Transaction Document or of any right, power or remedy of any Holder or the Collateral Agent under any Transaction Document, nor constitute a waiver or novation of any provision of any of the Transaction Documents. The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided herein, operate as a waiver or novation of any Transaction Document or of any right, power or remedy of any Holder or the Collateral Agent under any Transaction Document, nor, except as expressly provided herein, constitute a waiver or novation of any provision of any of the Transaction Documents. The parties hereto hereby expressly acknowledge and agree that each of this Agreement is, and shall be deemed to constitute, a "Transaction Document" for all purposes of the Purchase Agreement, the Notes and the other Transaction Documents. Each reference in the Purchase Agreement, the Notes, the Warrants and in each of the other Transaction Documents to: (i) "this Agreement" or the "Transaction Documents" or words of like import shall mean and be references to the Notes, the Warrants, the Purchase Agreement and to the other Transaction Documents, as applicable, as amended by this Agreement; (ii) "the Notes" and other words of like import shall mean and be references to the Notes as amended by this Agreement; (iii) "the Warrants" and other words of like import shall mean and be references to the Warrants as amended by this Agreement; and (iv) the "Obligations" and other words of like import shall mean and be references to the Obligations of the Note Parties under the Notes, Warrants, the Guaranty Agreement and other Transaction Documents as amended, restated, amended and restated, supplemented or otherwise modified by this Agreement.

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5. No Novation. It is the intent of the parties hereto that, except as expressly provided herein, the amendment and waiver of certain terms of the Notes, the Warrants, the Purchase Agreement and the other Transaction Documents, as applicable, contemplated hereby constitutes neither a novation of the rights, obligations and liabilities of the respective parties (including the Obligations) existing under the Transaction Documents nor evidence of payment of all or any of such obligations and liabilities under any of the Transaction Documents and, except as expressly modified hereby, all Transaction Documents and all such rights, obligations and liabilities evidenced thereby shall continue and remain outstanding and in full force and effect.

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

7. No Actions, Claims, Etc. Each Note Party acknowledges and confirms that it has no knowledge of any actions, causes of action, claims, demands, damages or liabilities of whatever kind or nature, in law or in equity, against any Holder or the Collateral Agent, in any case, arising from any action or failure of any Holder, the Collateral Agent or any other Released Party to act under the this Agreement, the Purchase Agreement, any Note or any other Transaction Document on or prior to the date hereof, or of any offset right, counterclaim or defense of any kind against any of its respective obligations, indebtedness or liabilities to any Holder, Collateral Agent or any other Released Party under this Agreement, the Purchase Agreement or any other Transaction Document. Each Note Party unconditionally releases, waives and forever discharges on its own behalf and on behalf of each of its subsidiaries and Affiliates (i) any and all liabilities, obligations, duties, promises or indebtedness of any kind of any Released Party to such Note Party, except the obligations required to be performed by a Holder, the Collateral Agent or their Affiliates, agents or other Released Parties under the Transaction Documents on or after the date hereof, and (ii) all claims, offsets, causes of action, suits or defenses of any kind whatsoever (if any), whether arising at law or in equity, whether known or unknown, which such Note Party might otherwise have against any Released Party in connection with this Agreement, the Purchase Agreement or the other Transaction Documents or the transactions contemplated thereby, in the case of each of clauses (i) and (ii), on account of any past or presently existing condition, act, omission, event, contract, liability, obligation, indebtedness, claim, cause of action, defense, circumstance or matter of any kind.

8. Costs and Expenses; Relationship Among Parties; No Fiduciary Duty; Independent Due Diligence and Decision Making. The Note Parties shall promptly pay all invoiced fees, costs and expenses of the Holders and the Collateral Agent incurred in connection with this Agreement and in connection with the preparation, execution and delivery, administration, interpretation and enforcement of this Agreement and the Transaction Documents. Notwithstanding anything contained in this Agreement, the Notes, the Warrants or other Transaction Documents to the contrary, neither the Collateral Agent nor any Holder has assumed, nor shall it be deemed to have assumed, any obligation or duty or any other relationship as the Collateral Agent, fiduciary or trustee of or for any other secured party other than as expressly set forth herein or in any other Transaction Document. Each of the Note Parties acknowledges that before execution and delivery of this Agreement, neither the Collateral Agent nor any Holder has any obligation to negotiate with any Holder or Collateral Agent or any other person or entity concerning anything contained in this Agreement. Each Note Party agrees that each Holder's execution of this Agreement does not create any such obligation and that each such Person has made its own decisions regarding all operations and its incurrence and payment of all third-party debt and all other payments. Each Holder hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions, and prospects of the Note Parties. Notwithstanding anything herein to the contrary, (a) the duties and obligations of the parties under this Agreement shall be several, not joint; (b) no party shall have any responsibility by virtue of this Agreement for any trading by any other entity; (c) no prior history, pattern, or practice of sharing confidences among or between the parties shall in any way affect or negate this Agreement; and (d) none of the Holders, Collateral Agent or any other Released Party shall have any fiduciary duty, any duty of trust or confidence in any form, or other duties or responsibilities in any kind or form to each other, the Note Parties other creditors or stakeholders, including as a result of this Agreement or the transactions contemplated herein or therein.

9. Fees and Expenses.

(a) The Note Parties have agreed to pay all fees, charges, expenses and disbursements of the Collateral Agent and the Holders in connection with the preparation, execution and delivery of this Agreement substantially concurrently with the execution of this Amendment (including, without limitation, the fees, charges, expenses and disbursement of Sidley Austin LLP and Cooley LLP as counsel to the Holders and Seward & Kissel LLP as counsel to the Collateral Agent (collectively, the "**Lawyers' Fees**"), plus, where applicable, such additional amounts of Lawyers' Fees as shall constitute Collateral Agent's or a Holder's reasonable estimate of such Lawyers' Fees incurred in connection therewith (provided that such estimate through the Effective Date and immediate post-closing work shall not thereafter preclude a final settling of accounts as among the Note Parties, the Collateral Agent, the Holders and/or any such other Persons, as applicable).

(b) Unless otherwise provided in this Agreement or in a separate writing by the Collateral Agent or, as applicable, the Holders, all fees described above shall be fully earned on the date of this Agreement and shall be non-refundable for any reason

whatsoever and shall be in addition to any other fees, costs, and expenses payable pursuant to the Purchase Agreement, Notes, Warrants or other Transaction Documents.

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, each Holder and each Note Party have caused their respective signature page to this Agreement to be duly executed as of the date first written above.

NOTE PARTIES:

ASTRA SPACE, INC.

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

By: _____
Name: Martin Attiq
Title: Chief Business Officer

ASTRA SPACE OPERATIONS, LLC

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

APOLLO FUSION, LLC

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

INDIGO SPACE, LLC

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

ASTRA SPACE PLATFORM HOLDINGS LLC

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

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ASTRA SPACE PLATFORM SERVICES LLC

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

ASTRA EARTH OPERATIONS LLC

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

ASTRA SPACECRAFT ENGINES, INC.

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

ASTRA SPACE TECHNOLOGIES HOLDINGS, INC.

By: _____
Name: Axel Martinez
Title: Chief Financial Officer

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HOLDERS:

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

By: _____
Name: Brian Yee
Title: Partner

JMCM HOLDINGS LLC

By: _____
Name: Baldo Fodera
Title: Manager

ADAM P. LONDON

By: _____

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

By: _____
Name: Chris Kemp
Title: Trustee

MH ORBIT, LLC

By: _____
Name: Baldo Fodera
Title: Manager

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

By: _____
Name: Robert Bradley Hicks
Title: Managing Member

ASTERA INSTITUTE

By: _____
Name: Jed McCaleb
Title: Director

{Signature Page to Limited Consent}