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Case No. 2025-0260-NAC

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE ASTRA SPACE, INC., STOCKHOLDER LITIGATION	Consol. C.A. No. 2025-0260-NAC

STIPULATION AND AGREEMENT OF SETTLEMENT, COMPROMISE, AND RELEASE

This Stipulation and Agreement of Settlement, Compromise, and Release, dated July 13, 2026 (with the Exhibits hereto, the "Stipulation," and the settlement contemplated hereby, the "Settlement"), regarding the above-captioned stockholder class action (the "Action"), is entered into by and among the following parties (the "Settling Parties"): (i) plaintiffs Jonathan Horner, Michael Krene, and Jerry Hamelton ("Plaintiffs") on behalf of themselves and the Class (as defined herein); and (ii) defendants Chris C. Kemp and Adam P. London (collectively, the "Defendants").

This Stipulation is submitted pursuant to Court of Chancery Rule 23. Subject to the terms and conditions set forth herein and the approval of the Court of Chancery of the State of Delaware (the "Court"), the Settlement embodied in this Stipulation is intended: (i) to be a full and final disposition of the Action; (ii) to state all of the terms of the Settlement and the resolution of the Action; and (iii) to fully, finally, and forever compromise, resolve, dismiss, discharge and settle each and every one of the Released Claims and result in the complete dismissal of the Action with prejudice, with each party to bear their own costs except as otherwise provided for herein.[1]

RECITALS

WHEREAS:

Summary of the Action

A. Astra Space, Inc. ("Astra" or the "Company") is a Delaware corporation and aerospace technology company founded in 2016 by Defendants Kemp and London. Astra initially went public through a de-SPAC transaction that occurred in June 2021.

B. In October 2023, Astra's Board of Directors authorized a Special Committee to explore and review potential strategic alternatives. With the assistance of financial and legal advisors, the Special Committee engaged in a sales process that resulted in the Company, on March 7, 2024, executing a merger agreement (the "Merger Agreement") with entities affiliated with Defendants Kemp and London pursuant to which such entities would acquire the Company and take it private (the "Merger").

C. On June 5, 2024, Astra filed a final Information Statement on Schedule 14C with the SEC concerning the Merger (the "Information Statement").

[1] Capitalized terms have the meanings set forth in the "Definitions" section below or as otherwise defined in this Stipulation.

D. On July 18, 2024, the Merger closed and the Company's stock ceased trading on Nasdaq.

E. Plaintiffs made demands to inspect certain of Astra's internal books and records in connection with the Merger. Specifically, Plaintiff Horner made demands on April 5 and 11, 2024; Plaintiff Krene made a demand on April 17, 2024; and Plaintiff Hamelton made a demand on April 22, 2024. On June 24, 2024, Plaintiffs Horner and Krene filed a Verified Complaint to Compel Inspection of Books and Records. Astra, in response to these demands, made certain books and records available for inspection by Plaintiffs.

F. On March 10, 2025, Plaintiffs Horner and Krene filed a putative shareholder class action, asserting claims against Defendants for breach of fiduciary duty in connection with the Merger (the "Horner and Krene Action").

G. On April 3, 2025, Plaintiff Hamelton filed a putative shareholder class action against Defendants (the "Hamelton Action") that asserted substantially similar claims to those asserted in the Horner and Krene Action.

A. On May 23, 2025, the Horner and Krene Action was consolidated with the Hamelton Action under the consolidated action styled as, *In re Astra Space, Inc. Stockholder Litigation*, Consol. C.A. No. 2025-0260-NAC. On July 25, 2025, Plaintiffs filed a Verified Consolidated Class Action Complaint.

B. On October 27, 2025, the Settling Parties participated in a mediation before Jed D. Melnick of JAMS (JAMS Ref. No. 7425000323). While the mediation was initially not successful, the Settling Parties continued their settlement discussions with the assistance of the mediator.

C. In the lead up to and after mediation, Astra provided certain additional internal financial documents to Plaintiffs, to aid in mediation discussions.

D. On April 28, 2026, following arm's-length negotiations with the assistance of the mediator, the Settling Parties reached a settlement-in-principle, which is now superseded by this Stipulation.

Plaintiffs' Claims and the Benefits of the Settlement

E. Based upon their investigation and prosecution of the Action, Plaintiffs and Plaintiffs' Counsel believe that the claims asserted have merit, but also believe that the Settlement set forth herein provides substantial and immediate benefits for the Class. In addition to those substantial benefits, Plaintiffs and Plaintiffs' Counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of success on the merits; (iii) the inherent problems of proof associated with, and possible defenses to, the claims asserted in the Action; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals; (vi) the limited financial resources available to fund any recovery; and (vii) the conclusion of Plaintiffs and Plaintiffs' Counsel that the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the claims asserted in the Action on the terms set forth herein. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiffs of any infirmity in the claims asserted in the Action.

F. Based on Plaintiffs' Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiffs' Counsel believes that the Settlement set forth in this Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon their direct oversight of the prosecution of this Action, as well as evaluation and input from Plaintiffs' Counsel, Plaintiffs have determined that the Settlement is in the best interests of the Class, and have agreed to the terms and conditions set forth in this Stipulation.

Defendants' Denial of Wrongdoing and Liability

G. Defendants deny any and all allegations of fault, breach of duty, liability, wrongdoing, or damages whatsoever in connection with the Action, including, but not limited to, any allegations that Defendants have committed any violations of law or breach of any duty owed to Astra stockholders, that the Merger was not entirely fair to, or in the best interests of, Astra stockholders, that Defendants have acted improperly in any way, that Defendants have any liability or owe any damages of any kind to Plaintiffs and/or the Class, and/or that Defendants were unjustly enriched in or as a result of the Merger. Defendants maintain that their conduct was at all times proper, in the best interests of Astra and its stockholders, and in compliance with applicable law.

H. Nevertheless, Defendants have determined to enter into the Settlement on the terms and conditions set forth in this Stipulation solely to put Released Plaintiffs' Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages. Neither this Stipulation, the Settlement, the negotiations leading to the execution of this Stipulation, nor any proceedings taken pursuant to or in connection with this Stipulation and/or approval of the Settlement, shall be deemed or argued to be evidence of, or to constitute any presumption, admission, or concession by any Defendant or any of the other Released Defendant Parties, as to (i) the truth of any fact alleged by Plaintiffs; (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other proceeding; (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any other proceeding; (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies; or (v) any damages whatsoever.

I. Plaintiffs, for themselves and on behalf of the Class, and Defendants agree that the Settlement is intended to and will resolve Released Plaintiffs' Claims against Released Defendant Parties.

J. The Settling Parties recognize that the Action has been filed and prosecuted by Plaintiffs in good faith and defended by Defendants in good faith and further that the Settlement Amount, and the other terms of the Settlement as set forth herein, were negotiated at arm's-length, in good faith, and reflect an agreement that was reached voluntarily after consultation with experienced legal counsel.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Settling Parties, subject to the approval of the Court pursuant to Court of Chancery Rule 23, that the Action shall be fully and finally compromised, settled, and dismissed with prejudice, and that for the good and valuable consideration set forth herein, (i) all Released Plaintiffs' Claims shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) as against all Released Defendant Parties, and (ii) all Released Defendants' Claims shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) as against all Released Plaintiff Parties, in the manner and upon the terms and conditions set forth herein.

A. DEFINITIONS

1. In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms, used in this Stipulation and its Exhibits, shall have the respective meanings specified below:

a. "Acquiring Entities" means, collectively, Apogee Parent Inc. and Apogee Merger Sub Inc.

b. "Administration Costs" means all costs, fees, and expenses associated with the administration or disbursement of the Settlement Fund, including, without limitation, Notice Costs, or any other cost, fee, or expense otherwise incurred by the Settlement Administrator or Plaintiffs' Counsel in administering or carrying out the terms of the Settlement.

c. "Class" means a non-opt-out class for settlement purposes only and pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), consisting of persons who were record and beneficial holders of shares of Astra Space, Inc. common stock as of the date on which the Merger closed (July 18, 2024) and received consideration for such shares, including their heirs, successors-in-interest, successors, transferees, and assigns, but excluding any Excluded Stockholders.

d. "Class Member" means a Person who is a member of the Class.

e. "<u>Defendants' Counsel</u>" means Morris, Nichols, Arsht & Tunnell LLP.

f. "<u>Effective Date</u>" means the first date by which all of the events and conditions specified in paragraph 15 of the Stipulation have been met and have occurred or have been waived in writing.

g. "<u>Eligible Shares</u>" means those shares of Astra common stock held by Class Members at the effective time of the Merger that were converted into the right to receive the Merger Consideration.

h. "<u>Escrow Account</u>" means the account that is maintained by the Escrow Agent and into which the Settlement Amount shall be deposited. The funds deposited into the Escrow Account shall be invested in instruments backed by the full faith and credit of the United States Government or an agency thereof or in money funds holding instruments backed by the full faith and credit of the United States Government.

i. "<u>Escrow Agent</u>" means the agent or agents who shall be chosen by Plaintiffs' Counsel to administer the Escrow Account.

j. "<u>Excluded Stockholders</u>" means (a) Defendants; (b) members of the immediate families of any Defendant; (c) the Acquiring Entities; (d) any person who was a manager or managing member of any

Acquiring Entity as of July 18, 2024, (e) any parent, subsidiary, or affiliate of any Acquiring Entity; (f) any entity in which any Defendant, Acquiring Entity, or any other Excluded Stockholder has or had a controlling interest as of July 18, 2024; and (g) the legal representatives, agents, affiliates, heirs, estates, successors, or assigns of any such Excluded Stockholders.

k. "Exhibits" means the exhibits attached hereto.

l. "Merger Agreement" means the 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.

m. "Fee and Expense Award" means an award to Plaintiffs' Counsel of attorneys' fees and expenses to be paid exclusively from the Settlement Fund, approved by the Court and in full satisfaction of all claims for attorneys' fees and any other expenses or charges that have been, could be, or could have been asserted by Plaintiffs' Counsel or any other counsel, or any Class Member, in connection with the Released Plaintiffs' Claims and the Settlement. For the avoidance of doubt, "Fee and Expense Award" includes any service or incentive award to Plaintiffs awarded by the Court.

n. "Final" when referring to the Order and Final Judgment or any other order entered by the Court, means that one of the following has occurred: (i) if no appeal is filed, the expiration date of the time provided for filing or noticing any motion for reconsideration, reargument, appeal, or other review of the Order and Final Judgment or other order; or (ii) if there is an appeal from the Order and Final Judgment or other order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari, reconsideration, or otherwise, or (b) the date the Order and Final Judgment or other order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari, reconsideration, reargument, or other form of review, or the denial of a writ of certiorari, reconsideration, reargument, or other form of review, and, if certiorari, reconsideration, or other form of review is granted, the date of final affirmance following review pursuant to that grant; provided, however, that any disputes or appeals relating solely to (i) the amount, payment, or allocation of attorneys' fees and expenses, or (ii) the Plan of Allocation, or any other plan of allocation, in this Action shall have no effect on finality for purposes of determining the date on which the Order and Final Judgment becomes Final, and shall not prevent, limit, delay, or hinder the entry of the Order and Final Judgment.

o. "Merger Consideration" means $0.50 per share in cash.

p. "Net Settlement Fund" means the balance remaining in the Settlement Fund after the payment of (i) any Taxes or Tax Expenses; (ii) any Administration Costs or Notice Costs; (iii) any Fee and Expense Award awarded by the Court; and (iv) any other costs or fees approved by the Court.

q. "Notice": means the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as Exhibit B.

r. "Notice Costs" means the reasonable costs, fees, and expenses that are incurred by the Settlement Administrator and/or Plaintiffs' Counsel in connection with providing notice of the Settlement to the Class.

s. "Order and Final Judgment" means the Order and Final Judgment to be entered in the Action, substantially in the form attached hereto as Exhibit D, or as modified by agreement of the Settling Parties in writing.

t. "Person" means any natural person, individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, affiliate, joint stock company, investment fund, estate, legal representative, trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.

u. "Plaintiffs' Counsel" means, collectively, Kahn Swick & Foti, LLC and Levi & Korsinsky, LLP.

v. "Plan of Allocation" means the proposed plan of allocation of the Net Settlement Fund to Class Members, set forth in Exhibit B hereto, or such other plan of allocation approved by the Court.

w. "Released Claims" means Released Defendants' Claims and Released Plaintiffs' Claims, collectively or individually.

x. "Released Defendant Parties" means (a) Defendants; (b) Astra; (c) any past or present member of the Board of Directors of Astra; (d) Apogee Parent Inc.; (e) Apogee Merger Sub Inc., and (f) each of the foregoing parties' current and former parents, affiliates, subsidiaries, committees, insurers, reinsurers, heirs, executors, administrators, trustees, estates, agents, employees, officers, directors, predecessors, predecessors-in-interest, successors,

successors-in-interest, immediate family members, beneficiaries, assigns, advisors, counsel, representatives, and any entity under their control.

y. "Released Defendants' Claims" means any and all allegations, claims, complaints, liabilities, sanctions, and causes of action of the Defendants, Astra, or any of their respective successors and assigns, including Unknown Claims, whether arising under state, federal, common, local, statutory, regulatory, foreign, or other law or rule that involve, arise out of, or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action, except for claims to enforce the Settlement.

z. "Released Parties" means Released Plaintiff Parties and Released Defendant Parties, collectively or individually.

aa. "Released Plaintiffs' Claims" means any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known or unknown claims, suspected, existing, or discoverable, whether arising under federal, state, common, local, statutory, regulatory, foreign, or other law or rule, whether based in contract, tort, statute, law, equity, or otherwise (including, but not limited to, federal and state securities laws), that Plaintiffs or any other Class Member, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any Person acting for or on behalf of, or claiming under or through, any of them, and each of them, that: (a) were asserted in the Action; (b) could have been asserted in the Action by Plaintiffs or any member of the Class arising out of the allegations, transactions, facts, circumstances, events, acts, disclosures, statements, representations, omissions, or failures to act alleged in the Action; or (c) relating in any way to the Merger, the Merger Agreement, the sale process preceding the Merger, the valuation of Astra or any of its business segments, the approval of the Merger, the Information Statement and any other disclosures made in connection with the Merger. For the avoidance of doubt, Released Plaintiffs' Claims shall not include the right to enforce the Settlement or any final judgment in this Action.

bb. "Released Plaintiff Parties" means Plaintiffs, Plaintiffs' Counsel, and each and every Class Member, and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns.

cc. "Releases" means the releases set forth in paragraphs 2-5 of this Stipulation.

dd. "Scheduling Order" means the scheduling order to be entered by the Court pursuant to Court of Chancery Rule 23, substantially in the form attached hereto as Exhibit A.

ee. "Securities Transfer Records" means the stock transfer records maintained by or on behalf of Astra Space, Inc. listing the names, mailing addresses, and, if available, email addresses for all holders of common stock at the effective time of the Merger.

ff. "Settlement Administrator" means the class action settlement administrator, if any, selected by Plaintiffs' Counsel in connection with the Settlement.

gg. "Settlement Amount" means the sum of two million seven hundred thousand United States Dollars ($2,700,000) in cash.

hh. "Settlement Fund" means the Settlement Amount plus any interest that may accrue on that sum after it is deposited in the Escrow Account.

ii. "Settlement Hearing" means the hearing to be held by the Court under Court of Chancery Rule 23 to consider, among other things, final approval of the Settlement.

jj. "Summary Notice" means the Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as Exhibit C, to be published as set forth in the Scheduling Order.

kk. "Taxes" means any taxes (including any estimated taxes, interest, penalties, or additional amounts) arising with respect to income earned by the Settlement Fund, including with respect to (i) any income earned by the Settlement Fund for any period during which the Settlement Fund on deposit in the Escrow Account is not treated, or does not qualify, as a "qualified settlement fund" for federal or state income tax purposes, and (ii) the payment or reimbursement by the Settlement Fund of any amounts described in clause (i).

ll. "Tax Expenses" means reasonable expenses and costs incurred in connection with determining the amount of, and paying, any Taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any tax returns).

mm. "Termination Notice" means written notice of a Settling Party's exercise of such Settling Party's right to terminate the Settlement and this Stipulation in accordance with paragraphs 38-41 of this Stipulation.

nn. "Unknown Claims" means any Released Claims which any of the Released Parties does not know or suspect to exist at the time of the release of such claims, which, if known by any of the Released Parties, might have affected one or more of the Released Parties' decisions with respect to the Settlement.

B. RELEASE OF CLAIMS

2. Upon the Effective Date, and in consideration of the Settlement Amount and other good and valuable consideration described herein, Plaintiffs and each and every other Class Member, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any Person acting for or on behalf of, or claiming under or through, any of them, and each of them, shall be deemed to have, and by operation of the Order and Final Judgment shall have, fully, finally, and forever released, settled, discharged, extinguished, and dismissed with prejudice all Released Plaintiffs' Claims against all Released Defendant Parties, and shall forever be barred and enjoined from commencing, instituting, prosecuting, maintaining, or asserting any Released Plaintiffs' Claims against any Released Defendant Parties.

3. Upon the Effective Date, and in consideration of the Settlement, Defendants, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any Person acting for or on behalf of, or claiming under or through, any of them, and each of them, shall be deemed to have, and by operation of the Order and Final Judgment shall have, fully, finally, and forever released, settled, discharged, extinguished, and dismissed with prejudice all Released Defendants'

Claims against all Released Plaintiff Parties, and shall forever be barred and enjoined from commencing, instituting, prosecuting, maintaining, or asserting any Released Defendants' Claims against any Released Plaintiff Parties.

4. The Releases extend to Unknown Claims. Plaintiffs and each and every other Class Member and Defendants expressly acknowledge, with respect to the Releases, that they may discover facts in addition to, or different from, those they now know or believe to be true, and that it is their intention to fully, finally, and forever settle, release, discharge, extinguish, and dismiss all Released Plaintiffs' Claims and Released Defendants' Claims, as the case may be, including Unknown Claims, without regard to the subsequent discovery of different or additional facts. Plaintiffs and each and every other Class Member and Defendants expressly waive, with respect to the Releases, any and all provisions, rights, and benefits conferred by California Civil Code Section 1542 (or any similar, comparable, or equivalent provision of any federal, state, or foreign law, or principle of common law), and upon the Effective Date, the Released Parties shall be deemed to have, and by operation of the Order and Final Judgment shall have, waived any and all such provisions, rights, and benefits. California Civil Code Section 1542 provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5. Plaintiffs and each and every other Class Member and Defendants acknowledge that the inclusion of "Unknown Claims" in the definitions of Released Plaintiffs' Claims and Released Defendants' Claims was separately bargained for, and was a material element of the Settlement of which this release is a part.

6. Notwithstanding the foregoing, nothing in this Stipulation shall bar any action by any of the Settling Parties to enforce the terms of this Stipulation, the Settlement, or the Order and Final Judgment.

C. SETTLEMENT CONSIDERATION

7. In consideration of the full and final settlement of the Released Plaintiffs' Claims against the Released Defendant Parties and the dismissal of the Action with prejudice, Defendants (or their insurers) shall cause to be paid, on behalf of all Released Defendant Parties, the total sum of two million seven hundred thousand United States Dollars ($2,700,000) in cash (the "Settlement Amount") into the Escrow Account no later than the later of (a) October 26, 2026, or (b) five (5) calendar days after the date on which the Escrow Agent provides all information necessary for the wire transfer, including wire instructions, a completed W-9 form, and any other documentation reasonably required by the payor to effectuate the transfer.

8. Defendants shall not be liable for any additional amounts, including any costs or attorneys' fees, beyond the Settlement Amount, except as otherwise

expressly provided in this Stipulation. Defendants shall have no further financial obligation under this Settlement whatsoever beyond the payment of the Settlement Amount.

9. The Settlement Amount shall be the total and exclusive source of payment for the Settlement, including all Administration Costs, Notice Costs, Taxes, Tax Expenses, and any Fee and Expense Award. In no event shall Defendants or any Released Defendant Party be required to pay any amount in addition to the Settlement Amount in connection with this Settlement.

D. CLASS CERTIFICATION

10. Solely for the purposes of the Settlement and this Stipulation, and without prejudice to the position any Settling Party may take in any other proceeding, the Settling Parties stipulate and agree to certification of the Action as a non-opt-out class action on behalf of the Class, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2).

11. In the event the Settlement is terminated or does not become Final, the certification of the Class shall be vacated, and no Settling Party or Class Member shall be deemed to have waived any position or right with respect to class certification.

E. SUBMISSION TO COURT AND APPROVAL

12. As soon as practicable after this Stipulation has been fully executed, the Settling Parties shall submit the Stipulation and its Exhibits to the Court and shall jointly apply for entry of the Scheduling Order, substantially in the form attached hereto as Exhibit A, requesting, among other things: (i) approval of the form and manner of notice of the Settlement to the Class; (ii) approval of the Summary Notice; and (iii) a date for the Settlement Hearing.

13. At the Settlement Hearing, the Settling Parties shall jointly request that the Court: (i) certify the Class for settlement purposes only; (ii) approve the Settlement and this Stipulation as fair, reasonable, and adequate; (iii) approve the Plan of Allocation; (iv) enter the Order and Final Judgment dismissing the Action with prejudice; and (v) approve the Fee and Expense Award.

F. STAY PENDING APPROVAL

14. Pending the Court's determination as to final approval of the Settlement, the Settling Parties agree that all proceedings in the Action, other than proceedings necessary to carry out or enforce the terms and conditions of this Stipulation and the Settlement, shall be stayed and the Settling Parties shall not file or prosecute any claims or proceedings related to the Released Claims.

G. CONDITIONS OF SETTLEMENT

15. The Settlement is expressly conditioned upon the occurrence of all of the following events:

a. the Court has entered the Scheduling Order, or an order substantially in the form of Exhibit A, establishing the notice provisions and scheduling a Settlement Hearing;

b. the Settlement Amount has been deposited into the Escrow Account in accordance with paragraph 7 of this Stipulation;

c. the Court has entered the Order and Final Judgment, or an order substantially in the form attached as Exhibit D, approving the Settlement and dismissing the Action with prejudice;

d. the Order and Final Judgment has become Final; and

e. none of the Settling Parties has exercised any right to terminate the Settlement pursuant to paragraphs 38-41 of this Stipulation.

16. Upon the occurrence of all of the events referenced in paragraph 15, the Settlement shall be deemed effective and the Effective Date shall be deemed to have occurred.

H. ATTORNEYS' FEES AND EXPENSES

17. Plaintiffs' Counsel may apply to the Court for a Fee and Expense Award to be paid exclusively from the Settlement Fund. The Fee and Expense Award shall not exceed twenty-five percent (25%) of the Settlement Amount, plus reimbursement of reasonable and documented out-of-pocket litigation expenses actually incurred in connection with the prosecution and resolution of the Action.

Defendants shall take no position regarding the amount of any Fee and Expense Award.

18. The Fee and Expense Award, as approved by the Court, shall be the sole compensation for Plaintiffs' Counsel for their efforts in achieving the Settlement. No other attorneys or any other Person shall be entitled to claim attorneys' fees or expenses from the Settlement Fund.

19. Plaintiffs' Counsel may apply to the Court for service awards to be paid to Plaintiffs from the Settlement Fund in recognition of their efforts and contributions in the prosecution of the Action, subject to Court approval. Any such service award shall be paid exclusively from the Settlement Fund and shall not increase the Settlement Amount.

20. Any dispute regarding the Fee and Expense Award shall have no effect on the Settlement and shall not affect or delay the finality of the Order and Final Judgment.

I. THE SETTLEMENT FUND

21. The Settlement Fund shall be held in the Escrow Account and shall be deemed to be in the custody of the Court until such time as the Settlement Fund is distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court.

22. The Escrow Agent shall invest the Settlement Fund deposited in the Escrow Account exclusively in instruments backed by the full faith and credit of the United States Government or an agency thereof, or in money market funds invested solely in such instruments, and shall reinvest the proceeds of those instruments as they mature in similar instruments at their then-current rates.

23. The Settlement Fund shall be applied as follows:

a. to pay Administration Costs and Notice Costs;

b. to pay Taxes and Tax Expenses;

c. to pay any Fee and Expense Award approved by the Court; and

d. to distribute the Net Settlement Fund to Class Members in accordance with the Plan of Allocation as approved by the Court.

24. The Settling Parties agree that the Settlement Fund is intended to be a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1. Plaintiffs’ Counsel, as administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as necessary or advisable to carry out the provisions of this paragraph, including, as necessary, making a "relation-back election" (as defined in Treasury Regulation § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. All Taxes and Tax

Expenses shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by the Settlement Administrator and without further order of the Court.

25. In the event Defendants or any entity responsible for funding the Settlement Amount become insolvent, bankrupt, or otherwise unable to make payment, Plaintiffs shall have no recourse against any Released Defendant Party beyond the Settlement Amount actually deposited into the Escrow Account. Any shortfall in funding attributable to insolvency shall not constitute a breach of this Stipulation by Defendants or any Released Defendant Party, but shall entitle Plaintiffs to terminate the Settlement in accordance with paragraph 38.

J. NOTICE TO CLASS MEMBERS

26. Within ten (10) business days after the entry of the Scheduling Order, Plaintiffs' Counsel shall engage a Settlement Administrator to provide notice of the Settlement to the Class. The Settlement Administrator shall be selected by Plaintiffs' Counsel.

27. Notice shall be provided to Class Members as follows:

a. Within twenty (20) business days after entry of the Scheduling Order, the Settlement Administrator shall cause the Notice to be mailed by first-class mail, postage prepaid, to all Class Members who can be identified with reasonable effort from the Securities Transfer Records; however, with respect to any subsequent requests from nominees for Notices to their beneficial owners, such Notices may be provided to their beneficial owners via email where email addresses are available, or, if emails are not available, by first class U.S. mail, or other mail service if mailed outside the U.S., postage prepaid. All stockholders of record who held Astra common stock on behalf of beneficial owners and who receive the Notice shall be directed to forward the Notice promptly to such beneficial owners.

b. Within twenty (20) business days after entry of the Scheduling Order, the Settlement Administrator shall cause the Summary Notice to be published once over the PR Newswire (or a comparable national newswire service);

c. Plaintiffs' Counsel shall post a copy of the Stipulation, the Notice, and the Scheduling Order on a website to be established by Plaintiffs' Counsel or the Settlement Administrator for the Settlement.

28. All Administration Costs and Notice Costs shall be paid from the Settlement Fund.

29. Defendants shall cooperate in the notice process by using reasonable efforts to provide, or cause to be provided, the Securities Transfer Records to

Plaintiffs' Counsel or the Settlement Administrator within ten (10) business days after the entry of the Scheduling Order.

K. DISTRIBUTION OF SETTLEMENT FUND

30. For purposes of distributing the Net Settlement Fund to eligible Class Members, Defendants, at no cost to the Settlement Fund, Plaintiffs' Counsel, or the Settlement Administrator, shall, within 20 days of the entry of the Scheduling Order attached hereto as Exhibit A, cause Plaintiffs' Counsel or the Settlement Administrator to be provided (or have already provided) in an electronically-searchable form, such as Excel, the following information (the "Merger Records"):

a. The names, mailing addresses and, if available, email addresses of all registered holders of Astra common stock listed on Astra's stockholder register (each a "Registered Holder") who held shares of Astra common stock at the closing of the Merger (the "Closing Date") and therefore received or were entitled to receive the Merger Consideration, other than the Excluded Stockholders ("Merger Record Holders"), and the number of shares of Astra common stock held by each of the Merger Record Holders at the Closing Date and for which the Merger Record Holders received or were entitled to receive the Merger Consideration;

b. A schedule that contains a list of all Excluded Stockholders.

31. In addition to the information to be provided under Paragraph 29 above,

Defendants, at no cost to the Settlement Fund, Plaintiffs, Plaintiffs' Counsel, or the Settlement Administrator, shall make reasonable efforts to provide such additional information or to cause Astra to provide such additional information as may be required to distribute the Net Settlement Fund to eligible Class Members and to ensure that the Net Settlement Fund is paid only to eligible Class Members and not to Excluded Stockholders. Furthermore, to facilitate the distribution of the Net Settlement Fund to eligible Settlement Class Members, the information to be provided to DTCC may include, and Defendants and the Released Defendant Parties shall provide, without limitation, "suppression letters" from and/or to DTCC Participants concerning any shares of Astra common stock directly or beneficially owned by the Excluded Stockholder at the Closing Date and for which the Excluded Stockholder received or was entitled to receive the Merger Consideration ("Excluded Shares"), instructing DTCC to withhold payment on those Excluded Shares, and containing other terms as DTCC may reasonably require. In their sole discretion, Plaintiffs' Counsel may proceed with the distribution even if information or suppression letters required cannot be secured.

32. Excluded Stockholders shall not have any right to receive any direct payment from the Settlement Fund for his, her, or its own account(s) (*i.e.*, accounts in which he, she, or it holds a proprietary interest). The Order and Final Judgment shall contain a provision directing any Excluded Stockholder that receives any

portion of the Net Settlement Fund to return said funds to the administrator. For the avoidance of doubt, Defendants will have no obligation to ensure compliance with that directive, other than as to themselves. Nothing in this provision precludes a Class Member from allocating its payment to general administrative expenses and the like.

33. After the Effective Date, the Net Settlement Fund shall be distributed to Class Members in accordance with the Plan of Allocation set forth in the Notice, or as otherwise ordered by the Court, and without further order of the Court.

34. The Plan of Allocation shall provide for distribution of the Net Settlement Fund on a *pro rata* basis to each Eligible Share held by a Class Member at the effective time of the Merger. Notwithstanding anything to the contrary in this Stipulation, the Plan of Allocation proposed in the Notice is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Plaintiffs and Plaintiffs' Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. Defendants shall not object in any way to the Plan of Allocation or any other plan of allocation and shall not have any involvement with the application of the Court-approved plan of allocation.

35. Class Members shall not be required to submit a proof of claim to receive their share of the Net Settlement Fund. Shares held by Class Members will be determined from the above required records.

36. All Class Members who fail to cash their distribution checks within ninety (90) days of issuance shall be deemed to have waived their share of the Net Settlement Fund. Any funds remaining in the Net Settlement Fund after distribution to Class Members, including uncashed checks, shall be donated to a non-profit organization selected by Plaintiffs' Counsel, subject to Court approval (*cy pres* distribution).

37. Payment pursuant to the Plan of Allocation shall be final and conclusive against all Class Members. No Person shall have any claim against Plaintiffs, Defendants, Plaintiffs' Counsel, Defendants' Counsel, or the Settlement Administrator based on the distributions made substantially in accordance with the Plan of Allocation or any further orders of the Court.

L. TERMINATION

38. Plaintiffs (acting by and through Plaintiffs' Counsel) or Defendants (as a Defendant group that unanimously agrees amongst themselves, acting by and through Defendants' Counsel) shall have the right to terminate the Settlement and this Stipulation by providing a Termination Notice to all other Settling Parties within ten (10) calendar days after:

a. the Court's final refusal to enter the Scheduling Order in any material respect and such final refusal decision has become Final;

b. the Court's final refusal to approve this Stipulation or the Settlement, or any material part thereof, and such final refusal decision has become Final;

c. the Court's final refusal to enter the Order and Final Judgment in any material respect as to the Settlement and such final refusal decision has become Final;

d. the date upon which the Order and Final Judgment is modified or reversed in any material respect by an appellate court and such appellate court order modifying or reversing the Order and Final Judgment becomes Final; or

e. the Settlement Amount is not deposited into the Escrow Account within the time period specified in paragraph 7; provided, however, that Plaintiffs shall provide written notice to Defendants of any such failure to pay and Defendants shall have thirty (30) calendar days from receipt of such notice to cure such failure before Plaintiffs may exercise their right to terminate hereunder.

39. For the avoidance of doubt, the Settling Parties stipulate and agree that any change to the scope or substance of the Releases provided for in this Stipulation

and the Settlement would constitute a material change that gives rise to each of the Settling Parties' rights to terminate this Stipulation and the Settlement in accordance with this paragraph. Neither a modification or rejection of any Fee and Expense Award nor a reversal on appeal of any Fee and Expense Award awarded by the Court or any order modifying or rejecting the Plan of Allocation shall be deemed a material modification of the Order and Final Judgment or this Stipulation, shall operate to terminate or cancel this Stipulation and/or the Settlement, or shall constitute grounds for termination or cancellation of this Stipulation and/or the Settlement.

40. In the event the Settlement is terminated pursuant to this Section L, or the Effective Date otherwise fails to occur for any reason, then:

a. this Stipulation (other than this paragraph and paragraphs 39-41) shall be canceled and terminated, and no Settling Party shall be bound by any of its terms;

b. the Settlement Fund (including accrued interest thereon), less any Notice Costs and Administration Costs actually incurred, paid, or payable, and less any Taxes and Tax Expenses paid, due, or owing, shall be refunded by the Escrow Agent directly to the Persons who made payments into the Escrow Account in such amounts as directed by Defendants' Counsel within fifteen (15) calendar days after joint written notification of termination is sent by the Settling Parties' respective counsel to the Escrow Agent;

c. any judgment entered in the Action and any related orders entered by the Court shall in all events be treated as vacated, *nunc pro tunc*, and the certification of the Class shall be automatically vacated;

d. the Releases provided under the Settlement shall be null and void, and all proceedings in the Action shall revert to their status as of immediately prior to the execution of this Stipulation, and all claims and defenses as to any issue in the Action shall be preserved without prejudice;

e. the fact of, and negotiations and other discussions leading to, the Settlement shall not be admissible in any proceeding before any court or tribunal; no term of this Stipulation or any draft thereof, or of the proposed or actual Settlement, including any action or communication undertaken in connection with the negotiation, documentation, or implementation of the Settlement, shall be used in any manner for any purpose in the Action or in any other proceeding for any purpose whatsoever; no materials created by or received from any Settling Party that were used in, obtained during, or related to the Settlement discussions shall be admissible for any purpose in any court or tribunal, or used, absent consent from the disclosing party, for any other purpose or in any other capacity, except to the extent that such materials are otherwise required to be produced during discovery in the Action or in any other litigation; and the Settling Parties shall proceed in all respects as if the Settlement and this Stipulation (other than this paragraph) had not been entered into by the Settling Parties.

41. For avoidance of doubt, the determination that this Stipulation has been terminated shall not limit the right of any Settling Party from bringing an appropriate motion before the Court. Notwithstanding anything herein to the contrary, the provisions of paragraph 42 below (No Admission of Liability) shall remain in full force and effect in the event that this Stipulation or the Settlement is terminated for any reason whatsoever.

M. NO ADMISSION OF LIABILITY

42. Neither this Stipulation, the Settlement, the negotiations leading to the execution of this Stipulation, nor any proceedings taken pursuant to or in connection with this Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith):

a. shall be offered or received against any Released Defendant Party as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by any Released Defendant Party with respect to the truth of any fact alleged by Plaintiffs or the validity of any claim that was or could have been asserted in the Action, or the deficiency of any defense that has been or could have been asserted in the Action, or of any wrongdoing, liability, fault, or damages of any kind on the part of any Released Defendant Party;

b. shall be offered or received against any Released Defendant Party as evidence of a presumption, concession, or admission of any breach of duty, liability, fault, or damages; or

c. shall be offered or received against Plaintiffs, any Class Member, or Plaintiffs' Counsel as evidence of any infirmity in the claims of Plaintiffs or the Class or a presumption, concession, or admission that any of their claims are without merit or that damages recoverable would not have exceeded the Settlement Amount.

43. Notwithstanding the foregoing, this Stipulation and/or the Order and Final Judgment may be filed in any action by any Released Party to support a defense of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim or issue preclusion, or to otherwise enforce the terms of the Settlement and/or this Stipulation.

N. MISCELLANEOUS PROVISIONS

44. The Settling Parties (i) acknowledge that it is their intent to consummate this Stipulation; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Stipulation and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Stipulation, including, but not limited to, using their best efforts to obtain court approval.

45. All of the Exhibits referred to herein are incorporated herein by reference as if fully set forth in this Stipulation.

46. This Stipulation may be modified or amended only by a writing, signed by counsel for all Settling Parties.

47. This Stipulation constitutes the entire agreement between and among the Settling Parties with respect to the Settlement and the subject matter herein, and supersedes all prior and contemporaneous oral and written agreements, understandings, and representations. No representations, warranties, or inducements have been made by any party hereto, other than the representations, warranties, and covenants contained herein.

48. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

49. This Stipulation and the Settlement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any

choice-of-law or conflict-of-law rules or provisions that would cause the application of the laws of any other jurisdiction.

50. The Court of Chancery of the State of Delaware shall retain exclusive jurisdiction over all matters relating to the interpretation, implementation, and enforcement of this Stipulation and the Settlement.

51. This Stipulation may be executed in counterparts, and a facsimile or PDF signature shall be deemed an original signature for purposes of this Stipulation. Each counterpart, when so executed, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

52. Each counsel signing this Stipulation represents and warrants that he or she has been duly authorized and empowered to execute this Stipulation on behalf of such counsel's clients.

53. Nothing in this Stipulation is intended to, or shall be construed to, limit or affect any obligation by any insurers of Defendants (including directors' and officers' liability insurance carriers) to fund or contribute to the Settlement Amount, or to release, waive, or limit in any way any claim by Defendants or any Released Defendant Party against any insurer for coverage or reimbursement in connection with the matters at issue in the Action. For the avoidance of doubt, the Released Defendant Parties shall retain all rights against their insurers regarding the funding of the Settlement Amount and costs of defense.

54. All agreements made and orders entered during the course of this Action relating to the confidentiality of information shall survive this Settlement.

55. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any provisions of this Stipulation.

56. Neither the existence of, nor any failure to comply with or satisfy, any term or condition of this Stipulation shall constitute a claim or cause of action against any Person other than a Settling Party, and nothing herein shall be deemed to create any third-party beneficiary rights in any Person.

IN WITNESS WHEREOF, the Settling Parties, through their undersigned counsel, have executed this Stipulation.

Dated: July 13, 2026

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