

LEASE AMENDMENT NO. 1

PREMISES: 1900 Skyhawk Street (Building 360), Alameda, CA
consisting of approximately 179,070 square feet

LANDLORD: CITY OF ALAMEDA, a charter city and municipal
corporation

TENANT: ASTRA SPACE, INC.

This First Amendment to the Lease ("First Amendment") is dated as of January 21, 2025 for reference purposes only, and is entered into by and between the CITY OF ALAMEDA, a charter city and municipal corporation ("Landlord") and ASTRA SPACE, INC. ("Tenant").

NOW, THEREFORE, in consideration of the foregoing, which are incorporated herein by reference, and of their mutual covenants contained herein, the parties hereby agree as follows:

1. Background.

a. Landlord and Tenant entered into that certain Lease Agreement dated December 6, 2022, for reference purposes only ("Lease"), for certain premises described therein and referred to as 1900 Skyhawk Street, Alameda, CA consisting of approximately 179,070 square feet ("Premises")

b. Capitalized terms used in this Amendment without definition shall have the same meaning given to such terms in the Lease. This Amendment shall be effective upon the last date set forth below the parties' signatures.

2. Rent Deferral. Section 4.1 of the Lease regarding Tenant's payment of Base Rent shall be modified as described below:

"(a) Tenant's obligation to pay a share of Base Rent, late fees and interest payments, as described in Section 4.1 of the Lease, shall be deferred for a period of nine (9) months ("Deferred Base Rent") commencing retroactively on October 1, 2024 and ending on June 30, 2025. The total amount of Deferred Base Rent shall be \$828,578.18. A schedule reflecting the Deferred Base Rent and remaining rent obligations is shown below.

DEFERRED RENT REPAYMENT SCHEDULE				
Deferral Period	Base Rent Owed (Net of Credit)	Deferred Rent Amount	Remaining Amount Owed for Month (does not include late fees, interest)*	Rent, Late Fees and Interest Owed on Deferred Rent by July 1, 2025
Month 1 (October 2024)	\$127,743.62	\$83,792.31	\$43,951.31	\$7,014.34
Month 2 (November 2024)	\$127,743.62	\$83,792.31	\$43,951.31	\$6,687.60
Month 3 (December 2024)	\$127,743.62	\$83,792.31	\$43,951.31	\$6,371.40
Month 4 (January 2025)	\$134,906.42	\$87,373.71	\$47,532.71	\$6,310.08
Month 5 (February 2025)	\$134,906.42	\$87,373.71	\$47,532.71	\$5,968.13
Month 6 (March 2025)	\$134,906.42	\$87,373.71	\$47,532.71	\$5,659.27
Month 7 (April 2025)	\$134,906.42	\$87,373.71	\$47,532.71	\$5,317.32
Month 8 (May 2025)	\$134,906.42	\$87,373.71	\$47,532.71	\$4,986.40
Month 9 (June 2025)	\$134,906.42	\$87,373.71	\$47,532.71	\$4,644.45
Totals	\$1,192,669.38	\$775,619.19	\$43,951.31	\$52,958.99

*Subject to additional late fees and interest if not paid according to Lease.

The period during which Tenant shall repay Deferred Base Rent shall commence on July 1, 2025 and end on June 30, 2026 ("Repayment Period"). During each one (1) month period of the twelve (12) month Repayment Period, Tenant shall repay no less than \$69,374.54 of Deferred Base Rent ("Minimum Repayment Obligation") in addition to their monthly Base Rent rate. A schedule reflecting Tenant's Minimum Repayment Obligation is set out below.

DEFERRED RENT REPAYMENT SCHEDULE	
Months Deferred	Nine (9) (October 2024-June 2025)
Total Base Rent Deferred (Including Late Fees, Interest)	\$828,578.18
Repayment Period	Payment Due
Month 1 (July 2025)	Base Rent + \$69,048.18
Month 2 (August 2025)	Base Rent + \$69,048.18
Month 3 (September 2025)	Base Rent + \$69,048.18
Month 4 (October 2025)	Base Rent + \$69,048.18
Month 5 (November 2025)	Base Rent + \$69,048.18
Month 6 (December 2025)	Base Rent + \$69,048.18
Month 7 (January 2026)	Base Rent + \$69,048.18
Month 8 (February 2026)	Base Rent + \$69,048.18
Month 9 (March 2026)	Base Rent + \$69,048.18
Month 10 (April 2026)	Base Rent + \$69,048.18
Month 11 (May 2026)	Base Rent + \$69,048.18
Month 12 (June 2026)	Base Rent + \$69,048.18

3. A new Section 4.5 is hereby added to the Lease as follows:

“In addition to and without impairing any of Landlord’s rights and remedies set forth in Section 18 (Default) of this Agreement, in the event that Tenant fails to satisfy any of its obligations or timelines contained in the Deferred Base Rent schedule set forth in Section 4.1 of the Agreement, and thereby is in default of this Agreement, Tenant agrees to remove all of its facilities (except for Tenant’s clean room facilities, which shall be retained onsite and shall become Landlord’s property upon lease termination), equipment, and personal property from the Premises, and turn over possession to the Landlord within 60 days of service of a written notice of lease termination by Landlord on Tenant. If Tenant thereafter fails to deliver possession of the Premises to Landlord within said 60-day period, Landlord shall be entitled to re-possess the Premises, remove Tenant from the

Premises, and immediately remove and dispose of all facilities, equipment, and personal property within the Premises, which shall be treated as abandoned.”

4. Delivery of Possession. Tenant agrees that the Premises shall continue to be leased in its “AS-IS” condition, and Landlord shall have no obligation to make any repairs or modifications to the Premises. Tenant acknowledges and agrees that Landlord has made no representations or warranties regarding the Premises, including, without limitation, its suitability for Tenant’s proposed use.

5. Inspection by Certified Access Specialist. Landlord discloses that the Premises have not undergone inspection by a Certified Access Specialist as referenced in the California Civil Code Section 1938 subsection (e) which provides: “A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction -related accessibility standards within the premises. Pursuant to the foregoing Section 1938(e), Tenant acknowledges and agrees that, if Tenant wishes to have the Premises inspected by a CASp: (i) Tenant must notify Landlord on or before the date when Tenant executes this Lease Amendment pursuant to the election below; (ii) the inspection will be at Tenant’s sole cost and expense; (iii) the inspection must be scheduled through Landlord and in coordination with the Building’s property manager; (iv) any repairs or modifications necessary to correct any violation of construction-related accessibility standards that is noted in the CASp report shall be Tenant’s responsibility; and (v) Tenant must provide a copy of the CASp report to Landlord on completion.

6. City’s Authority. Tenant acknowledges Landlord is entering into this Amendment modifying the Lease in Landlord’s proprietary capacity and not in its regulatory or governmental capacity. Nothing in this Amendment shall be construed as restraining, impairing or restricting the City of Alameda in its regulatory capacity, or granting any rights upon the Tenant with respect to the use, occupancy or operation of the Premises in a manner inconsistent with any Laws or applicable requirements.

7. Ratification; Miscellaneous. Except as modified by this Amendment, in all other respects the Lease is hereby ratified and affirmed and remains in full force and effect. This Amendment may be executed in one or more counterparts.

8. Electronic Signature. This Second Amendment may be signed by electronic signature and any such electronic signature shall have the same force and effect as an original

signature. Without limitation, “electronic signature” shall include certified digital signatures using programs such as Adobe or DocuSign, faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year last set forth below.

LANDLORD:

CITY OF ALAMEDA,
a charter city and municipal corporation

By: _____
Jennifer Ott
City Manager

Date: _____

TENANT:

ASTRA SPACE, INC.
a Delaware corporation

By: Bryson Gentile
Bryson Gentile (Jan 21, 2025 20:53 PST)
Name: Bryson Gentile
Title: SVP, Manufacturing and Operations

Date: 01/21/2025

Approved as to Form

DocuSigned by:
By: Len Aslanian
765D23E39518404...
Len Aslanian
Assistant City Attorney

By: Matthew Sant
Matthew Sant (Jan 21, 2025 19:19 PST)
Name: Matthew Sant
Title: Secretary

Date: 01/21/2025

Recommended for Approval

Signed by:
By: Abigail Thorne-Lyman
EE45B143000004F0...
Abigail Thorne-Lyman
Base Reuse and Economic
Development Director



ASTRSPA-01

SEDWARDSSTEWART

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0L72977 Legacy Risk & Insurance Services 1850 Mt. Diablo Blvd., Suite 400 Walnut Creek, CA 94596	CONTACT NAME:		
	PHONE (A/C, No, Ext): (925) 482-1000	FAX (A/C, No): (925) 482-1001	
	E-MAIL ADDRESS: certificates@legacyrisk.net		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Ace Property & Casualty Insurance Company		20699
INSURED Astra Space Inc. 1690 Orion Street Bldg 397 Alameda, CA 94501	INSURER B : Continental Casualty Company		
	INSURER C : National Fire Ins of Hartford		20478
	INSURER D : Illinois Union Insurance Co.		27960
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	AAPN0220387A018	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 10,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 1,000
							PERSONAL & ADV INJURY \$ 10,000,000
							GENERAL AGGREGATE \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		BUA7040012657	9/9/2024	8/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							\$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7040012660	8/25/2024	8/25/2025	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Environmental	X		G47486300001	9/1/2024	9/1/2025	Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Astra Space Lease at 1690 Orion Street & 1900 Skyhawk Street, Alameda, CA 94501

The City of Alameda, the Government and RiverRock Real Estate Group, Inc., are included as an additional insured.

CERTIFICATE HOLDER

CANCELLATION

City of Alameda c/o RiverRock Real Estate Group 950 West Mall Square, Suite 239 Alameda, CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 


ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:9/9/24

Endorsement No: 13; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7040012657

Policy Effective Date: 9/9/24

Policy Page: 63 of 153

This Endorsement effective September 1, 2024
forms part of Policy Number AAP N0220387A 018
Issued to Astra Space, Inc.
By ACE Property and Casualty Insurance Company

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

It is agreed that:

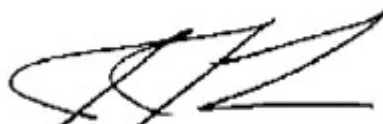
SCHEDULE

Name of Person or Organization:

The City of Alameda, The United States of America, acting by and through the Department of the Navy (the Government) and RiverRock Real Estate Group Inc.
2263 Santa Clara Ave.
Alameda, CA 94501

1. **SECTION III - WHO IS AN INSURED**, subsection 2. is amended by adding as an insured the person or organization shown in the Schedule above but only with respect to liability to which this insurance applies that is caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your "airport operations".

All other terms and conditions remain unchanged.



Authorized Representative

Endorsement No.

AAP 207 (11-04)

SCHEDULE OF ADDITIONAL INSURED'S ENDORSEMENT

Named Insured Astra Space, Inc			Endorsement Number 001
Policy Symbol PPL	Policy Number G47486300001	Policy Period 09/01/2024 to 09/01/2025	Effective Date of Endorsement 09/01/2024
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following changes to this Policy:

The persons or entities identified in the Schedule of Additional Insureds, below, are "additional insureds" pursuant to this Policy, but solely with respect to their vicarious liability arising out of any "named insured's" direct liability for a "pollution condition" on, at under or migrating from, or an "indoor environmental condition" at, a "covered location" to which this insurance applies

Schedule of Additional Insureds

1. The City of Alameda, The United States of America, acting by and through the Department of the Navy (the Government) and RiverRock Real Estate Group Inc., 950 West Mall Square, Suite 239, Alameda, CA, 94501

All other terms and conditions of this Policy remain unchanged.

Authorized Representative