

# flock safety

March 12, 2025

VIA Email

City of Redondo Beach ("Customer")  
401 Diamond St.  
Redondo Beach CA 90277  
Jeffrey.Mendence@redondo.org

Attention: Jeffrey Mendence (Jeffrey.Mendence@redondo.org)

Re: Agreement for Unmanned Air Support As A Service (UASaaS) Program for Drone Response Services dated October 1, 2024 (the "Agreement")

Dear City of Redondo Beach:

We are pleased to announce that Aerodome, Inc. ("Aerodome") entered into an Agreement and Plan of Reorganization with Flock Group Inc ("Flock") on October 10, 2024, pursuant to which, upon the terms and subject to the conditions set forth therein, Aerodome has merged with and into a subsidiary of Flock (the "First Merger"), with Aerodome continuing as the surviving corporation of the First Merger, and, as part of the same overall transaction, Aerodome has merged with and into another subsidiary of Flock (the "Second Merger" and, together with the First Merger, the "Mergers"), with such other subsidiary of Flock to be the surviving entity of the Second Merger. As a result of the Mergers, Aerodome is a wholly-owned subsidiary of Flock.

This letter ("Letter Agreement") is being delivered to the above-named party to the Agreement ("you," "your" or the "Customer") to obtain the Customer's written consent to any assignment or transfer of the Agreement, or other condition or circumstance resulting from the Mergers, in each case, to the extent required by the Agreement.

By signing below, the Customer hereby (i) acknowledges receipt of this notice and the assumption of obligations under the Agreement by Aerodome; (ii) consents to any actual or deemed assignment or transfer of the Agreement in connection with Mergers; (iii) acknowledges and agrees that the consummation of the Mergers shall have no effect on, and will not be deemed a violation or breach of, or default under, or give rise to a right of, or result in a right of, termination, cancellation or acceleration under, or give rise to any increased, additional, accelerated or guaranteed rights or entitlements under, the Agreement, provided, however, the Customer retains the right to terminate the Agreement if the services provided by Aerodome degrade following the assignment ; (iv) acknowledges and agrees that the Agreement will continue in full force and effect in accordance with its terms, subject to the conditions set forth herein; (v) agrees that the only consent required by the Agreement in connection with the Mergers will be satisfied upon delivery of a signed copy of this Letter Agreement; (vi) expressly preserves all rights Customer may have to terminate the Agreement or assert any claims under the Agreement for non-performance or service failures following the assignment; (vii) affirms that Flock assumes each and every obligation of Aerodome under the Agreement without modification, including without limitation, all prior obligations, indemnification responsibilities, and liabilities accrued before the assignment; and (viii) states that this Letter Agreement does not constitute a waiver of any other rights, remedies, or defenses available to Customer under the Agreement.

For avoidance of doubt, this Letter Agreement does not amend, modify, or waive any rights, remedies, or obligations of Customer under the Agreement, except for the specific consent to assignment as expressly provided herein. Flock expressly assumes all rights, duties, and obligations of Aerodome under the Agreement, effective as of the date of the merger.


# flock safety

Customer represents that execution of this Letter Agreement is within its authority, provided nothing herein waives any procedural requirements under applicable law or internal approval processes.

Please acknowledge Customer's receipt of this letter, and its acceptance and agreement with the foregoing, by signing, or arranging for an appropriately authorized representative of Customer to sign, this letter below. Please return the countersigned copy of this letter to Rahul Sidhu, Former Chief Executive Officer of Aerodome, Inc., and current Vice President of Aviation, Flock Group, Inc., by email at rahul.sidhu@flocksafety.com, and return the original signed copy to the address listed above and directed to Rahul Sidhu's attention.

Thank you,

Flock Group, Inc.

By:  3F7B146A07B946C...

Name: Rahul Sidhu

Title: Vice President, Aviation

3/17/2025 | 3:24 PM PDT

ACKNOWLEDGED AND AGREED:

City of Redondo Beach

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/04/2024

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).

<b>PRODUCER</b> MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111  CN134017657--GAUWE-24-25	<b>CONTACT</b> <b>NAME:</b> <b>PHONE</b> (A/C, No. Ext): <b>E-MAIL</b> <b>ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Property Casualty Company of America <b>INSURER B:</b> The Charter Oak Fire Insurance Company <b>INSURER C:</b> Homeland Insurance Company Of New York <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>FAX</b> (A/C, No):  <b>NAIC #</b> 25674 25615 34452
--	--	--

**COVERAGES****CERTIFICATE NUMBER:**

SEA-004029408-06

**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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>		H-630-9W194831-TIL-24	08/23/2024	08/23/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		810-6T343696-TIL-24	08/23/2024	08/23/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>		CUP-6T386924-TIL-24	08/23/2024	08/23/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	UB-6T346569-TIL-24	08/23/2024	08/23/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
C	Errors & Omissions / Cyber			730000029-0000 SIR: \$100,000	08/23/2024	08/23/2025	Limit: \$ 5,000,000

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

City of Redondo Beach, its elected and appointed officials, officers, employees and volunteers named additional insured.

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b>  <i>Marsh Risk &amp; Insurance Services</i>
--	---

© 1988-2016 ACORD CORPORATION. All rights reserved.

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

<b>AGENCY</b> MARSH RISK & INSURANCE SERVICES		<b>NAMED INSURED</b> Flock Group Inc DBA Flock Safety 1170 Howell Mill Rd NW Atlanta, GA 30318
<b>POLICY NUMBER</b>		
<b>CARRIER</b>	<b>NAIC CODE</b>	<b>EFFECTIVE DATE:</b>

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Carrier will provide notice of cancellation or nonrenewal per below if required by a written contract .

Cancellation For Other Than Nonpayment: Number of Days Notice: 30 days

Cancellation For Nonpayment: Number of Days Notice:10 days

(Nonrenewal): Number of Days Notice:10 days