A NEW DAY.

# City of Jacksonville, Florida

*Donna Deegan, Mayor*

City Hall at St. James
117 W. Duval Street
Jacksonville, Florida 32202
(904) 630-CITY
www.coj.net

## MEMORANDUM

**To:** **Dustin Freeman, Chief of Procurement**

**From:** **Angie Dixon, Ombudsman**

**Date:** **May 7, 2026**

**RE:** **Request for Debarment: City Of Jacksonville JSEB Access To Capital Loan "ICATT Professional Services"**

---

This memorandum is in response to an investigation conducted by the Office of the Ombudsman in response to complaint regarding non-payment filed by the JSEB Office ("JSEB") against ICATT Professional Services ("ICATT").

After reviewing the documentation provided and being notified by the JSEB Office that ICATT has not honored the loan agreement with the additional time to comply with the Access to Capital loan. Therefore, ICATT has violated Chapter 126, Jacksonville Ordinance Code, for reasons including but are not limited to:

- **Sec. 126.902(a)(i)** - is more than 60 calendar days in default or breach of a contract with the City Of Jacksonville
- **Sec. 126.902(a)(ii)** – failure to perform or unsatisfactorily performance of the terms and conditions of one or more contracts with the city, which failure to perform or unsatisfactory performance was the result of circumstances within the contractor or vendor's control

Our office communicated with the JSEB Office and ICATT numerous times to request payment information pertaining to the access to capital loan program. In good faith, this office met with both organizations to discuss the various concerns surrounding the loan repayment. As a result of the meetings, ICATT indicated that they were unable to make the full payment at this time in the amount of $2,952.40. Consequently, the JSEB Office agreed to work with ICATT and accept an amount that was affordable for ICATT. ICATT agreed to pay $250.00 a month until January 2026; afterwards would begin paying the initial loan amount of $2,952.40. Unfortunately, ICATT has not made a payment since January 2026.

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Because of the various instances of non-compliance, this office recommends that ICATT Professional Services be debarred for three (3) years from participating in the city's procurement process, in accordance with § 126.902(a), Jacksonville Ordinance Code.

As support for the above recommendation, I have attached for your consideration: (i) copy of the letter between ICATT and the Office of the Ombudsman **(Exhibit 1)**; (ii) copy of loan master report **(Exhibit 2);** (iii) copy of Notice of Non-Compliance **(Exhibit 3);** (iv) copy of the loan closing statement **(Exhibit 4);** (v) copy of the loan agreement **(Exhibit 5);** and (vi) copy of an email notification from the JSEB Office **(Exhibit 6)**. If you need additional information, please do not hesitate to ask.

AVD

A NEW DAY.

# City of Jacksonville, Florida

**Donna Deegan, Mayor**
Ombudsman Office
214 N. Hogan Street, 8th Floor
Jacksonville, FL 32202
(904) 255-8713
www.coj.net

November 3, 2025

**Certified Mail (9489 0090 0027 6055 6020 11)**

ICATT Professional Services
Attn: Gabe Hamda
2816 Sans Pareil Street
Jacksonville, FL 32246

**Re: City Of Jacksonville JSEB Access To Capital Loan**

Dear Mr. Hamda,

This letter is a follow-up to the meeting and agreement related to the above-referenced loan. In connection with this matter, the following procedures were conducted:

(i) Reviewed documents provided by the Jacksonville Small and Emerging Office ("JSEB") and ICATT Professional Services ("ICATT")
(ii) Forwarded the same to and awaited responses from JSEB and ICATT
(iii) Scheduled and conducted meetings between all parties involved.

Our office communicated with the JSEB Office and ICATT numerous times to request payment information pertaining to the access to capital loan. In good faith, this office met with both organizations to discuss the various concerns surrounding the loan repayment. As a result of the meetings, ICATT indicated that they were unable to make the full payment at this time in the amount of $2,952.40. Consequently, the JSEB Office agreed to work with ICATT and accept an amount that was affordable for ICATT. ICATT agreed to pay $250.00 a month until January 2026; afterwards would begin paying the initial loan amount of $2,952.40.

In addition, the JSEB Office indicated that consideration will be given to re-evaluate the terms and conditions of the loan, however the JSEB Office was unable to guarantee that the loan terms would be modified. Once a decision has been rendered, ICATT will be notified. In the meantime, it is ICATT contractual obligation to make loan payments in the amount agreed upon by the loan due date. In the event ICATT is unable to make the loan payment by the due date, please notify Mr. Williams in the JSEB Office.

If you have any questions, please feel free to contact me at Adixon@coj.net or call at 904-255-8713.

EXHIBIT 1

Sincerely,

Angie Dixon, Ombudsman

cc:
Ed Randolph, Economic Development Officer
Greg Grant, Business Compliance Administrator
Sonia Carroll, Director of Operation
Andrew Williams, Financial & Administrative Manager

# LOAN MASTER REPORT

**COMPANY**

City of Jacksonville
117 W. Duval Street, Suite 250
Jacksonville, FL 32202
(904) 255-5444

| | |
|---|---|
| REPORT DATE | 03/13/2026 |
| ACCOUNT NO. | 000012254 |
| PRIMARY BORROWER | ICATT Professional Services, Inc. |
| PRIMARY PROPERTY | |

## LOAN TERMS

**General:**

| | |
|---|---|
| Original Amount: | $0.00 |
| Unearned Disc: | $0.00 |
| Note Rate: | 4.000% |
| Sold Rate: | N/A |
| Priority: | 1st |

**Important Dates:**

| | |
|---|---|
| Closing Date: | 09/18/2024 |
| First Payment: | 11/01/2024 |
| Purchase: | |
| Booking: | |
| Interest Paid To: | 10/01/2025 |
| Next Payment: | 11/01/2025 |
| Next Revision: | |
| Maturity: | 10/01/2027 |
| Paid Off: | |

**Late Charge:**

| | |
|---|---|
| Grace Days: | 15 |
| Minimum: | $25.00 |
| % of Total Payment | 0.000% |
| Daily Amount: | $0.00 |
| Dist. to Lenders: | 0.000% |
| Dist. to Vendor: | 0.000% |
| Dist. to Company: | 100.000% |

**Default Interest:**

| | |
|---|---|
| Default Interest? | No |
| Default After: | N/A |
| Effective Until: | N/A |
| Method: | N/A |
| Rate: | N/A |

**Loan Balances:**

| | |
|---|---|
| Principal Balance: | $84,129.06 |
| Reserve Balance: | $0.00 |
| Impound Balance: | $0.00 |
| Unpaid Late Chgs: | $50.00 |
| Unpaid Charges: | $0.00 |
| Unpaid Interest: | $0.00 |

**Payment Frequency:**

| | |
|---|---|
| Frequency: | Monthly |
| Day Due: | 1st |

**Regular Payment:**

| | |
|---|---|
| P & I: | $2,952.40 |
| Trust (Reserve): | $0.00 |
| Trust (Impound): | $0.00 |
| Other Payments: | $0.00 |
| Total Payment: | $2,952.40 |

**Prepayment Penalty:**

| | |
|---|---|
| Expiration Date: | N/A |
| Dist. to Lenders: | N/A |
| Dist. to Vendor: | N/A |
| Dist. to Company: | N/A |

No Prepayment Penalty.

**Line of Credit:**

| | |
|---|---|
| Available Credit: | N/A |
| Credit Limit: | N/A |
| Draw Minimum: | N/A |
| Draw Maximum: | N/A |
| Draw Period: | N/A |
| Repayment Period: | N/A |

**Billing Cycle:**

| | |
|---|---|
| Calc. Method: | N/A |
| Billing Freq: | N/A |
| Billed Through: | N/A |
| Start Day (1-31): | N/A |

**Account Maintenance Fee:**

| | |
|---|---|
| Maintenance Fee: | N/A |
| Next Charge Date: | N/A |
| Frequency: | N/A |
| Assess Interest? | N/A |

**Finance Charge Calculation:**

| | |
|---|---|
| Exclude Finance Charges? | N/A |
| Exclude Reserve Balance? | N/A |
| Exclude Impound Balance? | N/A |
| Exclude Late Charges? | N/A |

**Transaction Fee:**

| | |
|---|---|
| % of Draw: | N/A |
| + Flat Amount: | N/A |
| Minimum Fee: | N/A |

**Adjustable Rate Mortgage:**

N/A

| | |
|---|---|
| Look Back Days: | N/A |
| Index: | N/A |
| Margin: | N/A |
| Ceiling: | N/A |
| Floor: | N/A |
| First Change Cap: | N/A |
| Periodic Cap: | N/A |
| Rounding Factor | N/A |
| Rounding Method: | N/A |
| Next Rate Change: | N/A |
| Adjustment Freq: | N/A |
| Carryover: | N/A |

**Payment Adjustment:**

| | |
|---|---|
| Payment Cap: | N/A |
| Next Adjustment: | N/A |
| Adjustment Freq: | N/A |
| Neg. Amort. Cap: | N/A |
| Recast Payment? | N/A |
| Recast Freq: | N/A |
| Recast Next Date: | N/A |
| Recast Stop Date: | N/A |
| Recast To Date: | N/A |

**Rate/Payment Change Notice:**

| | |
|---|---|
| Send Notice? | N/A |
| Notice Lead Days: | N/A |

**Option ARM:**

| | |
|---|---|
| Interest-Only: | N/A |
| Fully Amortized: | N/A |
| 15-Year Amortized: | N/A |

**Advanced Options:**

| | |
|---|---|
| Loan Type: | Conventional |
| Amortization Type: | Fully Amortized |
| Rate Type: | Fixed Rate |
| Add Negative Amort. To: | Principal Balance |
| Unpaid Interest Handling: | Accrue Int. & Auto Pay |
| Periodic Interest Accrual: | Regular Period |
| Canadian Amortization: | No |
| Daily Rate Basis: | 360 Day Year Basis |
| Count Days Using: | 30 Day Month Basis |

**Categories:**

Active

EXHIBIT 2

## PRIMARY BORROWER & CO-BORROWERS INFORMATION

ICATT Professional Services, Inc.

2816 Sans Pareil Street
Jacksonville FL 32246

| | | | | | |
|---|---|---|---|---|---|
| TIN: | | Borrower Type: | Primary | Phone Home: | |
| TIN Type: | Unknown | E-mail Address: | gabe.hamda@icatt.net | Phone Work: | (904) 382-5471 |
| Alt. Tax Info: | No | E-mail Format: | HTML | Phone Cell: | |
| Credit Reporting: | No | Delivery Options: | Print | Phone Fax: | |

# LOAN MASTER REPORT

## ACCOUNT ACTIVITY

| Transaction Date | Payment Due Date | Reference | Description | Transaction Amount | Distribution Interest | Distribution Principal | Distribution Late Chgs | Distribution Other | Distribution Reserve | Distribution Impound | Principal Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Balance Forward | | | | | | | | $84,154.06 |
| 11/14/2025 | 07/01/2025 | 317-2191407 | Payment - Thank You | $250.00 | $200.00 | $25.00 | $25.00 | $0.00 | $0.00 | $0.00 | $84,129.06 |
| 11/14/2025 | | 317-2191407 | Late Charge | ($25.00) | $0.00 | $0.00 | ($25.00) | $0.00 | $0.00 | $0.00 | $84,129.06 |
| 12/16/2025 | 08/01/2025 | ACH 346-37533 | Payment - Thank You | $250.00 | $225.00 | $0.00 | $25.00 | $0.00 | $0.00 | $0.00 | $84,129.06 |
| 12/16/2025 | | ACH 346-37533 | Late Charge | ($25.00) | $0.00 | $0.00 | ($25.00) | $0.00 | $0.00 | $0.00 | $84,129.06 |
| 01/15/2026 | 09/01/2025 | ACH | Payment - Thank You | $250.00 | $250.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $84,129.06 |
| 01/15/2026 | | ACH | Late Charge | ($25.00) | $0.00 | $0.00 | ($25.00) | $0.00 | $0.00 | $0.00 | $84,129.06 |
| 01/15/2026 | 09/01/2025 | ACH | Payment - Thank You | ($250.00) | ($250.00) | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $84,129.06 |
| 01/15/2026 | | ACH | Late Charge | $25.00 | $0.00 | $0.00 | $25.00 | $0.00 | $0.00 | $0.00 | $84,129.06 |
| 01/15/2026 | 09/01/2025 | 1130000212912 | Payment - Thank You | $250.00 | $225.00 | $0.00 | $25.00 | $0.00 | $0.00 | $0.00 | $84,129.06 |
| 01/15/2026 | | 1130000212912 | Late Charge | ($25.00) | $0.00 | $0.00 | ($25.00) | $0.00 | $0.00 | $0.00 | $84,129.06 |
| 01/15/2026 | 09/01/2025 | 1130000212912 | Payment - Thank You | ($250.00) | ($225.00) | $0.00 | ($25.00) | $0.00 | $0.00 | $0.00 | $84,129.06 |
| 01/15/2026 | | 1130000212912 | Late Charge | $25.00 | $0.00 | $0.00 | $25.00 | $0.00 | $0.00 | $0.00 | $84,129.06 |
| 01/15/2026 | 09/01/2025 | 1130000212912 | Payment - Thank You | $250.00 | $250.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $84,129.06 |
| 01/15/2026 | | 1130000212912 | Late Charge | ($25.00) | $0.00 | $0.00 | ($25.00) | $0.00 | $0.00 | $0.00 | $84,129.06 |
| 02/18/2026 | 10/01/2025 | 23155364 | Payment - Thank You | $250.00 | $250.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $84,129.06 |
| 02/18/2026 | | 23155364 | Late Charge | ($25.00) | $0.00 | $0.00 | ($25.00) | $0.00 | $0.00 | $0.00 | $84,129.06 |
| | | | | | $925.00 | $25.00 | ($50.00) | $0.00 | $0.00 | $0.00 | |

## OUTSTANDING CHARGES AND ADVANCES

| Date of Charge | Reference | Type | Description | Interest Rate | Interest From | Deferred | Assess Fin Chgs | Owed To Account | Original Amount | Unpaid Balance | Accrued Interest | Total Amount Due |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | $0.00 | $0.00 | $0.00 | $0.00 |

**Office of Economic Development**

March 15, 2026

ICATT Professional Services, INC
2816Sans Pareil Street
Jacksonville, FL 32246

**Borrower Late Notice and Nocompliance to Agreement: February and March**

Dear ICATT Professional Service INC,

We must receive all payments due plus all other outstanding charges immediately.

| | |
|---|---|
| Payments Due | $5654.80 |
| Late Charges Due | $50.00 |
| Other Due | $0.00 |
| **Please Pay:** | **$5,704.80** |

If your payment has already been mailed, please disregard this notice. Your monthly payment are **$2,952.40** (starting February 1, 2026)

Time is of essence; therefore, if you have any questions or need more information, please call us immediately at (904) 255-5448 upon receipt of this communication.

Sincerely,

Andrew Williams
Finance & Operations Manager
JSEB/Office of Economic Development

EXHIBIT 3

## LOAN CLOSING STATEMENT

**LENDER:** **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida

**BORROWER:** **ICATT PROFESSIONAL SERVICES, INC**, a Florida corporation

**PROPERTY:** JSEB Access to Capital Loan

**CLOSING DATE:** September 18, 2024

---

**BORROWER'S LOAN CLOSING COSTS:**

| | | |
|---|---|---|
| 1. | Documentary Stamp Taxes – Promissory Note | $350.00 |
| 2. | Lender's Attorney's Fees | $500.00 |
| | **Amount due from Borrower at Closing** | **$850.00** |

**RECEIPTS AND DISBURSEMENTS:**

| | |
|---|---|
| Cash from Borrower (estimated) | $0.00 |
| Loan Proceeds from Lender | $100,000.00 |
| **TOTAL RECEIPTS:** | **$100,000.00** |

**DISBURSEMENTS:**

| | | |
|---|---|---|
| 1. | Documentary Stamp Taxes – Promissory Note | $350.00 |
| 2. | Lender's Attorney's Fee (Edwards, Cohen, Dawson, Noble & Dawes, P.A.) | $500.00 |
| 3. | ICATT Professional Services Net Loan Proceeds | $99,150.00 |
| | **TOTAL DISBURSEMENTS:** | **$100,000.00** |

*The undersigned acknowledge and approve the foregoing statement of closing and authorize and direct Edwards, Cohen, Dawson, Noble & Dawes, P.A., as closing agent, to disburse funds in accordance with the foregoing as of the 18th day of September 2024. This Closing Statement may be executed in multiple counterparts, each of which is to be considered an original for all purposes and may be executed electronically. The signature of a party by electronically will be considered an original for all purposes.*

EXHIBIT 4

BORROWER:

**ICATT PROFESSIONAL SERVICES, INC.**

By: Gebreyesus Hamda
Name: Gebreyesus HAMDA
Title: President

LENDER:

**CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida

By: Karen Bowling
Donna Deegan, as Mayor

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

ATTEST:

James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary

Form Approved:

Office of General Counsel

# LOAN AGREEMENT

This **LOAN AGREEMENT** (this "Agreement") dated as of September 18, 2024 (the "Effective Date"), is between **ICATT PROFESSIONAL SERVICES. INC.**, a Florida corporation ("Borrower"), and the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida (the "Lender" or "City").

## RECITALS:

**WHEREAS**, Borrower is a professional development company with a principal place of business in Duval County; and

**WHEREAS**, Borrower has applied to Lender for an Access to Capital loan pursuant to Chapter 126, Part 6, Subpart C, City of Jacksonville Ordinance Code, in the maximum principal sum of $100,000.00 (as detailed further below, the "Loan") to be used as working capital for Borrower's business as a professional development, applied data analytics, and social enterprise company to assist with expansion efforts including hiring and training of additional staff and enhanced marketing; and

**WHEREAS**, Lender has agreed to make the Loan to Borrower for such purposes upon and subject to all covenants, terms, and conditions hereinafter provided.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

## 1. DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings:

a. "Advance" shall have the meaning ascribed to such term in Section 2(d).

b. "Bankruptcy Law" means Title 11, United States Code, and any other state or federal insolvency, reorganization, moratorium or similar law for the relief of debtors, as amended.

c. "Borrower" shall have the meaning ascribed to such term in the preamble of this Agreement.

d. "Default" means any occurrence, circumstance or event, or any combination thereof, which, with the lapse of time, the giving of notice or both, would constitute an Event of Default.

e. "Event of Default" shall have the meaning ascribed to such term in Section 5.

f. "Interest Rate" means the rate of interest borne by the Note, as defined in the Note.



EXHIBIT 5

g. "Lender" shall have the meaning ascribed to such term in the preamble of this Agreement.

h. "Loan" shall have the meaning ascribed to such term in the Recitals.

i. "Agreement" shall have the meaning ascribed to such term in the preamble of this Agreement.

j. "Loan Closing Costs" shall mean any and all fees and costs incurred by Lender in connection with the closing of the Loan, including Lender's attorney's fees and required documentary stamp taxes, as herein provided.

k. "Loan Documents" means, collectively, this Agreement, the Note, Guaranty, and any other document executed by Borrower from time to time evidencing the Loan or securing the obligations of Borrower hereunder.

l. "Loan Proceeds" shall mean the lump-sum funds advanced by Lender as the Loan to Borrower under this Agreement.

m. "Maturity Date" means the date that is thirty-six (36) months from the date that is the first day of the month following the Loan closing.

n. "Note" shall have the meaning ascribed to such term in Section 2(b).

o. "Obligations" means the Loan, any advances thereunder and any and all existing and future indebtedness and liability of every kind, nature and character, direct or indirect, absolute or contingent, joint or several (including all renewals, extensions and modifications thereof and all attorney's fees and expenses incurred by Lender in connection with the collection or enforcement thereof, including but not limited to, the enforcement of this Agreement under provisions of the U. S. Bankruptcy Code whether by motion for relief from stay or otherwise), of Borrower to Lender however and whenever created, arising, evidenced or acquired.

## 2. LOAN

a. Amount. The total Loan amount shall be ONE HUNDRED THOUSAND and 00/100 Dollars ($100,000.00), which amount shall be the maximum indebtedness of Lender pursuant to this Agreement ("Maximum Amount"). The outstanding principal balance of the Loan shall not at any time exceed the Maximum Amount.

b. Form of Note. The Loan shall be evidenced by a promissory note (the "Note") in the form approved and provided by Lender. The Advance and any repayment under the Loan shall be evidenced and recorded upon Lender's loan records, which recordation shall be prima facie evidence of the Advance or repayment; provided, however, that the failure by Lender to make any such recordation shall not limit or otherwise affect the obligations of Borrower hereunder or under the Note.

c. Advance. The Loan shall be paid out in one lump sum ("Advance") on the Loan closing date, which date shall be set by Lender (the "Loan Closing"). Lender shall have no obligation to make the Advance under the Loan if any event shall have occurred and is continuing which either of itself or with the lapse of time or the giving of notice, or both, would constitute an Event of Default under this Agreement.

d. Principal and Interest. All principal and interest due under this Note shall be paid by the Borrower in thirty-six (36) equal monthly installments of $2,952.40, calculated based upon an amortization period of 36 months, due and payable commencing on the first (1st) day of the month following the date of loan disbursement, and continuing on the first (1st) day of each month thereafter until the Maturity Date. From the date of Lender's disbursement of loan funds to Borrower through the Maturity Date, and so long as there is no uncured Event of Default, the interest rate shall be four percent (4%) per annum based on a 360-day year/30-day months. The amortization period for the loan shall be thirty-six (36) months. The Note may be prepaid as provided for in the Note.

e. Use of Loan Proceeds. Loan Proceeds shall be for the purposes of working capital as set forth in this Agreement.

f. Payments and Records. All payments received by Lender from, or for the account of, Borrower on the Loan shall be applied pursuant to the terms of the Note. All records of payments received by Lender shall be maintained at Lender's office, and the records of Lender shall, absent manifest error, be binding and conclusive upon Borrower. The failure of Lender to record any payment or expense shall not limit or otherwise affect the obligations of Borrower under the Note, this Agreement, and/or any other Loan Documents.

g. Loan Term. The term of the Loan will commence on the date of Loan Closing and the Loan will mature upon the Maturity Date, subject to acceleration or adjustment as provided in this Agreement and the other Loan Documents.

h. Absolute and Unconditional Obligations. The obligations of Borrower to repay the Obligations and to perform and observe the agreements and covenants contained herein are absolute and unconditional and are not subject to any defense or right of setoff, counterclaim or recoupment arising out of any breach of Borrower or Lender of any obligation to Borrower, whether hereunder or otherwise, or out of indebtedness or liability at any time owing to Borrower by Lender. Unless and until the Obligations have been paid in full, Borrower:

   i. will not suspend or discontinue repayment of the Obligations as provided herein;

   ii. will perform and observe all other agreements and covenants contained in this Agreement or any documents executed in connection therewith; and

   iii. will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of acts or circumstances that

may constitute the failure of consideration, eviction or constructive eviction, destruction of the assets of Borrower, the sale of the assets of Borrower, the taking by eminent domain of title to or temporary use of any assets of Borrower, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State of Florida or any political subdivision thereof or any failure of Lender to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Agreement.

i. Closing Agent. Lender's closing agent for the Loan shall be the law firm of Edwards, Cohen, Dawson, Noble & Dawes, P.A.

## 3. CONDITIONS PRECEDENT TO LOAN

In addition to all other conditions of the effectiveness of this Agreement, the Loan Closing shall occur upon, and the obligations of Lender pursuant to this Agreement shall be subject to, the satisfaction of the following conditions, any or all of which may be waived, in whole or in part, by Lender:

a. Borrower, at its sole expense, shall deliver to Lender, on or before the Loan Closing, the following, in form and substance satisfactory to and approved by Lender, in Lender's sole discretion:

i. This Agreement, duly executed by Borrower;

ii. The Note, duly executed by Borrower;

iii. Guaranty of Gebreyesus Hamda and ICATT Professional Services, Inc., duly executed as to each.

iv. Such resolutions, authorizations or certifications, as applicable, to borrow and/or related documents from Borrower;

v. Evidence of the insurance coverage required by Section 5(h) of this Agreement;

vi. True and correct copies of Borrower's organizational documents;

vii. Such additional agreements, certificates, reports, approvals, instruments, documents, consents, and opinions as Lender may request in connection with the making of the Loan; and

viii. Loan Closing statement duly executed by Borrower.

b. Review and approval by Lender of true and correct copies of current financial statements of Borrower, as shall be requested by Lender;

c. No suit, action, or other proceeding shall be pending or threatened which seeks to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or to obtain damages or other relief in connection therewith;

d. The Loan Closing Costs shall be paid by Borrower to Lender at Loan Closing;

e. No breach of any warranty or representation by Borrower to Lender shall have occurred; and

f. No event or circumstance shall have occurred and be continuing which constitutes, or would upon the giving of notice or passage of time, constitute an Event of Default or a failure of any condition of this Agreement.

## 4. REPRESENTATIONS AND WARRANTIES OF BORROWER

a. Existence and Standing. Borrower is a corporation duly formed, validly existing and in good standing under the laws of the State of Florida and has all requisite authority to conduct its business in each jurisdiction in which its business is conducted.

b. Authorization and Validity. Borrower has the corporate power and authority and legal right to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery by Borrower of this Agreement and the performance of its obligations hereunder have been duly authorized by proper corporate proceedings, and this Agreement constitutes the legal, valid and binding obligation of Borrower enforceable against Borrower in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

c. No Conflict; Government Consent. Neither the execution and delivery by Borrower of this Agreement, nor the consummation of the transactions herein contemplated, nor compliance with the provisions hereof violate (i) any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on Borrower or (ii) Borrower's organizational documents, or (iii) the provisions of any loan or credit agreement, indenture, instrument or other material agreement to which Borrower is a party or is subject, or by which it, or its property, is bound, or conflict with or constitute a default thereunder, or result in, or require, the creation or imposition of any lien in or on the property of Borrower pursuant to the terms of any such indenture, instrument or agreement. No order, consent, adjudication, approval, license, authorization, or validation of, or filing, recording or registration with, or exemption by, or other action in respect of any governmental or public body or authority, or any subdivision thereof, which has not been obtained by Borrower is required to be obtained by Borrower in connection with the execution and delivery of this Agreement, the Loan, the payment and performance by Borrower of the obligations of Borrower hereunder or the legality, validity, binding effect or enforceability of this Agreement.

d. Enforceability. Each transaction document in connection with this Agreement and the Loan executed, or to be executed, by Borrower has been, or will be, duly executed and delivered by Borrower and constitutes, or will constitute, a legal, valid and

binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as limited by bankruptcy, insolvency or other similar laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

e. Compliance with Laws. Borrower is in compliance with all applicable statutes, rules, regulations, orders and restrictions of any domestic or foreign government or any instrumentality or agency thereof having jurisdiction over the conduct of its business or the ownership of its property, except where the failure to be in compliance would not reasonably be expected to have a material adverse effect on the business or financial condition of Borrower.

f. Solvency. Borrower is and shall continue to be able to pay its debts as they mature and the realizable value of its assets is, and at all times that it may have obligations hereunder shall continue to be, sufficient to satisfy any and all obligations hereunder.

g. Full Disclosure. All information in the loan application, financial statement, certificate, or other document and all information prepared and delivered by Borrower to Lender in obtaining the Loan is correct and complete in all material respects, and there are no omissions therefrom that result in such information being incomplete, incorrect, or misleading in any material adverse respect as of the date thereof.

h. Investment Company Act. Borrower is not an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended, that is not registered as such.

## 5. AGREEMENTS OF BORROWER

a. Use of Proceeds, etc. Borrower will use the Loan Proceeds for working capital for Borrower's business as a professional development, applied data analytics, and social enterprise company, to assist with expansion efforts including hiring and training of additional staff and enhanced marketing.

b. Compliance with Laws. Borrower will comply in all material respects with all laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject, except where the failure to be in compliance would not reasonably be expected to have a material adverse effect on the business or financial condition of Borrower.

c. Closing Documentation. Simultaneously with the execution and delivery of this Agreement (the "Closing") by the parties hereto, Borrower shall deliver to Lender the following: (i) the duly executed Note; (ii) this duly executed Agreement; (iii) the duly executed Guaranty; (iv) such other closing documents as required by Lender; (v) a copy, certified as of the date of the Closing, of the resolutions, authorizations, or certification of the members of Borrower, authorizing the execution, delivery and performance of this Agreement, the Note and each other document to be delivered

pursuant hereto; and (vi) such other certificates and documents as Lender may require.

d. Books and Records. Borrower shall at all times during the term of the Loan, keep and maintain all books and records, in original form, as shall be required in Lender's discretion pertaining to the performance by Borrower of its covenants and other obligations hereunder, and otherwise pertaining to its operations and activities. Borrower shall at all times permit Lender to review, audit and examine all such books and records, either directly or through one or more auditors designated by Lender, including independent contractors.

e. Reporting Requirements. So long as Borrower shall have any obligation to Lender under this Agreement, the Note and related documents and/or the other Loan Documents, Borrower shall prepare, or cause to be prepared, and deliver to Lender the following financial statements and reports:

i. Within ten (10) days of becoming aware of any developments or other information which may materially and adversely affect Borrower's properties, business, prospects, profits or condition (financial or otherwise) or Borrower's ability to perform this Agreement or the other Loan Documents, telephonic or telegraphic notice specifying the nature of such development or information and such anticipated effect, which shall be promptly confirmed in writing; and

ii. As soon as available, and in any event no later than October 1 of each year following the end of each fiscal year (September 30), commencing with the fiscal year ending September 30, 2024, complete and accurate financial statements representing the financial condition of Borrower as of the date such financial statements are prepared and delivered to Lender, including such supplemental reports and schedules as Lender shall require in its sole and absolute discretion.

f. Additional Documentation. At Lender's request, such other information respecting the business, properties or the condition or operations, financial or otherwise, of Borrower.

g. Indemnification. Borrower shall adhere to the indemnification requirements set forth on Exhibit A attached hereto and incorporated herein by reference.

h. Insurance. Borrower shall adhere to the insurance requirements set forth on Exhibit B attached hereto and incorporated herein by reference.

## 6. EVENTS OF DEFAULT; REMEDIES

The occurrence of any of the following events shall constitute an event of default (individually, an "Event of Default," and, collectively, "Events of Default") hereunder:

a. Failure to Make Payments. Borrower shall fail to pay to Lender, in accordance with the terms of this Agreement or the Note: (i) any principal on the date that such sum is due; or (ii) any other cost, charge or other sum due to Lender under this Agreement not later than fifteen (15) days after the date that such sum is due.

b. Representations and Warranties. Any representation or warranty made or deemed made by or on behalf of Borrower under this Agreement, the Advance, any Loan Document or any certificate delivered pursuant to this Agreement shall be materially false on the date as of which made or confirmed.

c. Breach of Covenants. Borrower shall breach any term or provision of this Agreement (other than a breach which constitutes an Event of Default under clause (a) above) or any other Loan Document and which breach shall continue for 30 calendar days from the earlier of the date of knowledge by Borrower of such breach or notice thereof by Lender to Borrower.

d. Bankruptcy; Insolvency. If Borrower: (i) files a voluntary petition in bankruptcy, or (ii) is adjudicated as a bankrupt or insolvent, or (iii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors, or (iv) seeks, consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all or any part of the Building, or (v) makes any general assignment for the benefit of creditors, or (vi) makes any admission in writing of its inability to pay its debts generally as they become due.

e. Cross-Default. Borrower shall default in the payment or performance of any other agreement for financing or otherwise receiving credit under which Borrower is an obligor, if such default arises under any other agreement for financing or provision of credit provided by Lender, and such default shall continue beyond any applicable grace period (disregarding any waiver or extension of such grace period).

Upon the occurrence and during the continuation of an Event of Default, Lender may without further notice of default, presentment or demand for payment, protest or notice of non-payment or dishonor, or other notices or demands of any kind, all such notices and demands being waived, in addition to such other rights or remedies as it may have hereunder or at law or in equity, declare and make all outstanding principal under this Agreement, together with all unpaid fees, costs, charges and other amounts due hereunder, immediately due and payable, *provided* that upon any Event of Default occurring under Section 6(d), all such amounts shall become immediately due and payable without further act of Lender.

## 7. MISCELLANEOUS

a. Notices. All notices to be given hereunder shall be in writing and personally delivered or sent facsimile, by registered or certified mail, return receipt requested, or delivered by a courier service utilizing return receipts, to the party at the

following addresses and such notice shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, the date actually received if sent by personal delivery or courier service, or the date shown on the facsimile transmission receipt if sent by facsimile.

| | |
|---|---|
| To Lender: | City of Jacksonville<br>c/o Office of Economic Development<br>117 West Duval Street, Suite 250<br>Jacksonville, Florida 32202<br>Attention: EBO/JSEB Administrator |
| With Copy to: | City of Jacksonville<br>Office of General Counsel<br>117 West Duval Street, Suite 480<br>Jacksonville, Florida 32202<br>Attention: Government Operations Deputy |
| To Borrower: | ICATT Professional Services, Inc.<br>2816 Sans Pareil Street<br>Jacksonville, FL 32246<br>Attn: Gebreyesus Hamda |
| With Copy to: | _____<br>_____<br>_____<br>Attention: _____ |

b. Time is of the Essence. Time is of the essence of this Agreement and of each provision hereof, to the full extent that time can be of the essence of an agreement under the laws of the State of Florida.

c. Non-Waiver. The waiver by Lender of any breach or breaches hereof shall not be deemed, nor shall the same constitute, a waiver of any subsequent breach or breaches.

d. No Third Parties Benefitted. This Agreement is made for the purpose of defining and setting forth certain obligations, rights, and duties of Borrower and Lender in connection with the Loan and shall be deemed a supplement to the Note and the other Loan Documents and shall not be construed as a modification of the Note or any of the other Loan Documents, except as provided herein. This Agreement is made for the sole protection of Borrower and Lender, and Lender's successors and assigns. No other Person shall have any rights of any nature hereunder or by reason hereof or the right to rely hereon.

e. Entire Agreement. This Agreement and any agreement, exhibit, other document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings in respect of the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Agreement and any such agreement, exhibit, other document or instrument, the terms, conditions and provisions of this Agreement shall prevail. This Agreement may be amended or modified only by an instrument in writing signed by Borrower and Lender.

f. Governing Law. This Agreement, and any agreement, exhibit, other document or instrument attached hereto or referred to herein (to the extent not expressly provided for therein), shall be governed by and construed in accordance with the laws of the State of Florida (without giving effect to the conflict of laws principles of such state).

g. Electronic Signatures The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

h. Further Assurances. Borrower shall, at its sole expense and without expense to Lender, do, execute and deliver such further acts and documents as Lender from time to time may require for the purpose of assuring and confirming unto Lender the rights hereby created or intended, now or hereafter so to be, or for carrying out the intention or facilitating the performance of the terms of any Loan Document.

i. Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the parties hereto shall enter into good faith negotiations to replace the invalid, illegal or unenforceable provision.

j. Survival of Covenants, Representations and Warranties. All representations and warranties of Borrower contained herein or in any and all other Loan Documents shall survive the making of the Loan and the execution and delivery of the Note, and are material and have been or will be relied upon by Lender, notwithstanding any investigation made by Lender or on behalf of Lender. For the purpose of this Agreement, all statements contained in any certificate, agreement, Financial Statement, or other writing delivered by or on behalf of Borrower pursuant hereto or to any other Loan Document or in connection with the transactions contemplated hereby or thereby shall be deemed to be representations and warranties of Borrower contained herein or in the other Loan Documents, as the case may be.

k. Integration, Amendments, Consents. This Agreement, together with the documents referred to herein, constitutes the entire agreement of the parties touching upon the subject matter hereof, and supersedes any prior negotiations or agreements on such subject matter. No amendment, modification, or supplement of any provision of this Agreement or any of the other Loan Documents shall be effective unless in writing, signed by Lender and Borrower; and no waiver of any of Borrower's obligations under this Agreement or any of the other Loan Documents or consent to any departure by Borrower therefrom shall be effective unless in writing, signed by Lender, and then only in the specific instance and for the specific purpose given.

l. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Borrower may not assign or otherwise transfer any of its rights under this Agreement without the prior written consent of Lender.

m. Counterparts. This Agreement may be executed in one or more duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts to this Agreement may be sent by facsimile or other electronic means such as pdf, and, when signed by all of the parties listed below, shall constitute a single, binding agreement.

n. WAIVER OF JURY TRIAL. BY EXECUTING THIS AGREEMENT, BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHTS TO A TRIAL BY JURY, IF ANY, IN ANY ACTION, PROCEEDING OR SUIT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND WHETHER ASSERTED BY WAY OF COMPLAINT, ANSWER, CROSS CLAIM, COUNTERCLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE, BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT TO BE EXECUTED IN CONNECTION HEREWITH OR THE RENEWAL, MODIFICATION OR EXTENSION OF ANY OF THE FOREGOING OR ANY FUTURE ADVANCE THEREUNDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER'S EXTENDING CREDIT TO BORROWER AND NO WAIVER OR LIMITATION OF

LENDER'S RIGHTS HEREUNDER SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON LENDER'S BEHALF.

Borrower acknowledges that the above paragraph has been expressly bargained for by Lender as part of the transaction with Borrower and that, but for Borrower's agreement thereto, Lender would not have extended the Loan referenced herein.

**[Remainder of page left blank intentionally; signatures on following page.]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed by their officers thereunto duly authorized as of the day and year first above written.

**BORROWER:**

**ICATT PROFESSIONAL SERVICES, INC.,** a Florida corporation

By: _____
Name: Gregorysus Hawks
Title: President

**LENDER:**

**CITY OF JACKSONVILLE,** a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida

By: _____
Donna Deegan, as Mayor

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

**ATTEST:**

James R. McCain, Jr.
Corporation Secretary

Form Approved:

Office of General Counsel

GC-#1647587-v1-ICATT_Loan_Agreement.docx

Encumbrance and funding information for internal City use:

Account or POA Number: 71476-24

| 1Cloud Account for Certification of Funds | Amount |
|---|---|
| | |
| | |
| | |
| | |

This above stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one (1) or more subsequently issued purchase order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the *Jacksonville Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

Anna Borodin

Director of Finance
City Contract Number: 71476-24

## EXHIBIT A
## INDEMNIFICATION

Borrower shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Agreement, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Agreement contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Agreement; and

3. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Agreement, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Agreement, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

## EXHIBIT B
## INSURANCE

Without limiting its liability under this Agreement, Borrower shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Borrower shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

### Insurance Coverages

| Schedule | Limits |
|---|---|
| **Worker's Compensation** | Florida Statutory Coverage |
| **Employer's Liability** | $ 100,000 Each Accident |
| | $ 500,000 Disease Policy Limit |
| | $ 100,000 Each Employee/Disease |

This insurance shall cover Borrower (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

| | | |
|---|---|---|
| **Commercial General Liability** | $2,000,000 | General Aggregate |
| | $2,000,000 | Products & Comp. Ops. Agg. |
| | $1,000,000 | Personal/Advertising Injury |
| | $1,000,000 | Each Occurrence |
| | $ 50,000 | Fire Damage |
| | $ 5,000 | Medical Expenses |

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's

Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

**Automobile Liability** $1,000,000 Combined Single Limit

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Agreement)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

**Contractor's Equipment** **%100 Completed Value all Machinery & Equipment**

Such insurance shall be on a form acceptable to the CITY's Office of Insurance and Risk Management. The Contractor's Equipment policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The City of Jacksonville, its members, officials, officers, employees and agents are to be named as a loss payee.

## Additional Insurance Provisions

A. Additional Insured. All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Borrower's Insurance Primary. The insurance provided by Borrower shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Borrower. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

E. Borrower's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of Borrower or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Borrower shall relieve Borrower of Borrower's full responsibility to provide insurance as required under this Agreement.

G. Certificates of Insurance. Borrower shall provide the City Certificates of Insurance and Evidence of Property Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation as well as Loss Payees. The certificates of insurance and Evidence of Property Insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. Borrower shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, Borrower shall provide a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of Borrower under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions. Prior to executing this Agreement, Borrower shall present this Agreement and Exhibit A & B to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Agreement, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Borrower.

# PROMISSORY NOTE

Loan Amount: $100,000.00

September 18, 2024
Jacksonville, Florida

FOR VALUE RECEIVED, the undersigned, **ICATT PROFESSIONAL SERVICES, INC.**, a Florida corporation (the "Borrower"), hereby promises to pay to the order of the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida (the "Lender"), the principal sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) or such sum as may be advanced and outstanding from time to time, together with interest on the outstanding principal balance hereof at the rate provided herein (the "Note"). This Note shall be governed by the following provisions:

1. Disbursement of Funds. The Lender will disburse the proceeds of this Note to Borrower in a single disbursement at loan closing, provided that Borrower has complied with the procedures and satisfied the requirements and conditions for disbursement set forth in the Loan Agreement between Borrower and Lender of even date herewith (the "Agreement"). The terms and conditions of the Agreement are incorporated herein by this reference thereto.

2. Payments. All principal and interest due under this Note shall be paid by the Borrower in thirty-six (36) equal monthly installments of $2,952.40, calculated based upon an amortization period of 36 months, due and payable commencing on the first (1st) day of the first full month following the date of loan disbursement, and continuing on the first (1st) day of each month thereafter until the Maturity Date. On the Maturity Date, the remaining unpaid principal balance shall be due and payable in full, together with all accrued but unpaid interest.

3. Interest. From the date of Lender's disbursement of loan funds to Borrower through the Maturity Date, and so long as there is no uncured Event of Default, the interest rate shall be four percent (4%) per annum based on a 360-day year/30-day months. The amortization period for the loan shall be thirty-six (36) months. Notwithstanding the foregoing, if an Event of Default as defined in Section 7 below occurs, then interest shall accrue at the Default Rate, as defined in Section 7 of this Note. The total liability of the Borrower for payment of interest shall not exceed the maximum amount permitted by applicable usury laws, and if any interest is received or charged by any holder hereof in excess of that amount, then the Borrower shall be entitled to an immediate refund of the excess.

4. Prepayment. The Borrower shall be entitled to prepay this Note in whole or in part at any time without penalty.

5. Application of Payments. All payments hereunder shall be applied to amounts due and owing from the Borrower in the following order: First to the Lender's reasonable costs and expenses, then to fees authorized hereunder, the Agreement executed on even date herewith, or other loan documents of even date herewith delivered in connection hereunder (the Agreement, the Guarantys, and other loan documents executed in connection with this Note being referred to as the "Loan Documents"), then to interest and then to principal.

6. Security Interest. Borrower has granted Lender a security interest in the collateral described in the Loan Documents.

7. Default. Any of the following events shall be considered an "Event of Default":

(a) Nonpayment of any principal, interest, fee or other amount due hereunder following written demand of the Lender; or

(b) Any default under this Note or under the Loan Documents.

If any Event of Default shall occur, then any obligation of the Lender to make advances hereunder shall be terminated without notice to the Borrower. In addition, if any Event of Default shall occur, the Lender then may declare, in the manner set forth in the Loan Documents, the outstanding principal of this Note, all accrued and unpaid interest hereunder and all other amounts payable under this Note or the Loan Documents to be immediately due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower. Upon the occurrence of any Event of Default, the outstanding principal of this Note, and any accrued and unpaid interest, shall bear interest at the highest legal rate permitted by Florida law after default until paid (the "Default Rate"). Nothing contained herein shall impose an obligation on the Lender to make advances after the occurrence of an Event of Default.

8. Expenses. Borrower agrees to pay the Lender all reasonable costs incurred by Lender in connection with the collection of this Note. Such costs include, without limitation, reasonable fees for the services of counsel and legal assistants employed to collect this Note, whether or not suit be brought, and whether incurred in connection with collection, trial, appeal, bankruptcy proceedings or otherwise. Borrower further agrees to indemnify and hold the Lender harmless against liability for the payment of state documentary stamp taxes, intangible taxes or other taxes (including interest and penalties, if any), which may be determined to be payable with respect to this transaction.

9. Late Charge. If any scheduled payment hereunder is fifteen (15) or more days late, the Borrower shall pay a late fee equal to twenty-five dollars ($25.00). The fee is not a penalty, but liquidated damages to defray administrative and related expenses due to such late payment and shall be paid only once for each late payment. The late fee shall be immediately due and payable and shall be paid by the Borrower to the Lender without notice or demand. This provision for a late fee is not and shall not be deemed a grace period, and Lender shall have no obligation to accept a late payment. Further, the acceptance of a late payment shall not constitute a waiver of any default then existing (other than by reason of the payment so accepted late) or thereafter arising under this Note.

10. Setoffs. The Borrower expressly grants to the Lender a continuing security interest in any and all money, general or specific deposits, or property of Borrower now or hereafter in the possession of the Lender. The Borrower authorizes and empowers the Lender, in its sole discretion, at any time after the occurrence of an Event of Default to appropriate and, in such order as the Lender may elect, apply any such money, deposits or property to the payment hereof or to the payment of any and all indebtedness, liabilities and obligations of such parties to the Lender, whether now existing or hereafter created or arising or now owned or howsoever after acquired by the Lender (whether such indebtedness, liabilities and obligations are or will be joint or several, direct or indirect, absolute or contingent, liquidated or unliquidated, matured or unmatured).

11. Financial Information. Borrower shall deliver to the Lender such information as the Lender may reasonably request from time to time, including without limitation, financial statements and information pertaining to Borrower's financial condition. Such information shall be true, complete, and accurate, and shall be delivered to Lender within thirty (30) days after the Lender's request.

12. Acceleration. The City shall have the right to declare the total principal sum hereof, or so much thereof as may be outstanding, together with accrued interest and all other costs, fees, and expenses payable by Borrower under the Loan Documents or this Note, to be immediately due and payable in advance of the Maturity Date upon the failure of Borrower to pay when due, taking into account any applicable grace periods, and rights to cure set forth in the Loan Documents, any payment of principal or interest or other amount due hereunder; or upon the occurrence of an Event of Default pursuant to any other Loan Document now or hereafter evidencing, securing or guaranteeing payment of this Note not cured within any applicable cure period.

13. Time is of the Essence. Time is of the essence hereunder. In the event that this Note is collected by law or through attorneys at law, or under advice therefrom, Borrower agrees to pay all costs of collection, including reasonable attorneys' fees actually incurred, whether or not suit is brought, and whether incurred in connection with collection, trial, appeal, bankruptcy or other creditors' proceedings or otherwise.

14. Partial Payments. Acceptance of partial payments or payments marked "payment in full" or "in satisfaction" or words of similar effect shall not affect the duty of Borrower to pay all obligations due hereunder and shall not affect the right of the City to pursue all remedies available to it under any Loan Document.

15. Remedies. The remedies of the City shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of the City, and may be exercised as often as occasion therefore shall arise. No action or omission of the City, including specifically any failure to exercise or forbearance in the exercise of any remedy, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by the City and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing, nor shall it be construed as a bar to, or as a waiver or release of, any subsequent remedy as to a subsequent event.

16. Notices. All notices to be given hereunder shall be in writing and personally delivered or sent facsimile, by registered or certified mail, return receipt requested, or delivered by a courier service utilizing return receipts, to the party at the following addresses and such notice shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, the date actually received if sent by personal delivery or courier service, or the date shown on the facsimile transmission receipt if sent by facsimile.

To Lender: City of Jacksonville
c/o Office of Economic Development
117 West Duval Street, Suite 250

Jacksonville, Florida 32202
Attention: EBO/JSEB Administrator

With Copy to: City of Jacksonville
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attention: Government Operations Deputy

To Borrower: ICATT Professional Services, Inc.
2816 Sans Pareil Street
Jacksonville, FL 32246
Attn: Gebreyesus Hamda

With Copy to: _____
_____
_____
Attention: _____

17. Miscellaneous. The Borrower shall make all payments hereunder in lawful money of the United States at the Lender's address set forth herein or at such other place as the Lender may designate in writing. The remedies of the Lender as provided herein shall be cumulative and concurrent, and may be pursued singly, successively or together, at the sole discretion of the Lender and may be exercised as often as occasion therefor shall arise. No act of omission or commission of the Lender, including specifically any failure to exercise any right, remedy or recourse, shall be effective, unless set forth in a written document executed by the Lender, and then only to the extent specifically recited therein. A waiver or release with reference to one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy or recourse as to any subsequent event. This Note shall be construed and enforced in accordance with Florida law and venue for any legal action with respect thereto shall be Duval County, Florida, exclusively. This Note shall be binding on the successors and assigns of the parties hereto. The term "Lender" as used herein shall mean any holder of this Note. If more than one person or entity executes this Note, such persons and entities shall be jointly and severally liable hereunder.

The Borrower hereby: (i) waives demand, notice of demand, presentment for payment, notice of nonpayment or dishonor, protest, notice of protest and all other notice, filing of suit and diligence in collecting this Note, or in the Lender's enforcing any of its rights under any guaranties securing the repayment hereof; (ii) agrees to any substitution, addition or release of any collateral or any party or person primarily or secondarily liable hereon; (iii) agrees that the Lender shall not be required first to institute any suit, or to exhaust his, their or its remedies against the Borrower or any other person or party to become liable hereunder, or against any collateral in order to enforce payment of this Note; (iv) consents to any extension, rearrangement, renewal or postponement of time of payment of this Note and to any other indulgency with respect hereto without notice, consent or consideration to any of them; and (v) agrees that, notwithstanding the occurrence of any of the foregoing (except with the express written release by the Lender of Borrower), Borrower shall be and remain directly and primarily liable for all sums due under this Note.

18. WAIVER OF JURY TRIAL. BY EXECUTING THIS NOTE, BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHTS OR THE RIGHTS OF ITS HEIRS, ASSIGNS, SUCCESSORS OR PERSONAL REPRESENTATIVES TO A TRIAL BY JURY, IF ANY, IN ANY ACTION, PROCEEDING OR SUIT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND WHETHER ASSERTED BY WAY OF COMPLAINT, ANSWER, CROSS CLAIM, COUNTERCLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE, BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS NOTE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT TO BE EXECUTED IN CONNECTION HEREWITH OR WITH THE INDEBTEDNESS EVIDENCED HEREBY OR THE RENEWAL, MODIFICATION OR EXTENSION OF ANY OF THE FOREGOING OR ANY FUTURE ADVANCE THEREUNDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE CITY'S EXTENDING CREDIT TO BORROWER AND NO WAIVER OR LIMITATION OF THE CITY'S RIGHTS HEREUNDER SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON THE CITY'S BEHALF.

Borrower acknowledges that the above paragraph has been expressly bargained for by the City as part of the transaction with Borrower and that, but for Borrower's agreement thereto, the City would not have extended the Indebtedness for the terms and at the interest rates provided herein.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, Borrower has executed this Note on the day and year first above written.

**ICATT PROFESSIONAL SERVICES INC.**, a Florida corporation

By: Gebreyesus Hamda
Name: Gebreyesus Hamda
Its: President

**WITNESSES:**

Michelle Stephens
Print: Michelle Stephens

Wendy Khan
Print: Wendy Khan

*Address:* ICATT Professional Services, Inc.
2816 Sans Pareil Street
Jacksonville, FL 32246
Attn: Gebreyesus Hamda

GC-#1647607-v1-ICATT-_Promissory_Note.doc

*FLORIDA DOCUMENTARY STAMP TAX REQUIRED BY LAW IN THE AMOUNT OF $350.00 HAS BEEN PAID OR WILL BE PAID BY BORROWER DIRECTLY TO THE DEPARTMENT OF REVENUE.*

# GUARANTY

This **GUARANTY**, dated as of September 18, 2024, is made by each of the signatories hereto (each, a "Guarantor" and collectively, the "Guarantors"), in favor of the Lender (as defined below).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the City of Jacksonville, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida (the "Lender") to enter into that certain Loan Agreement, Promissory Note and related loan documents (the "Loan Documents") to provide a loan to ICATT Professional Services, Inc., a Florida corporation (the "Borrower"), in the amount of $100,000.00, each Guarantor agrees as follows:

1. Guaranty. Each Guarantor jointly, severally and unconditionally guarantees the punctual payment when due, whether upon maturity, by acceleration or otherwise, of all obligations (now or hereafter existing) of the Borrower under Loan Documents, whether for principal, interest, fees, expenses or otherwise, in each case strictly in accordance with the terms thereof (all or any such obligation being the "Obligations" or "Obligation"). If the Borrower fails to pay any Obligation, should any Obligation arise under the Loan Documents due to Borrower's default thereunder, in full when due (whether at stated maturity, by acceleration or otherwise), each Guarantor agrees to promptly pay the same to the Lender. Each Guarantor agrees to also pay on demand to the Lender any and all expenses (including without limitation, reasonable legal fees and expenses) incurred by the Lender in enforcing its rights under this Guaranty. **This Guaranty is a guaranty of payment and not merely of collection.**

2. Guaranty Absolute. Each Guarantor's liability under this Guaranty shall be joint, several, absolute, unconditional and irrevocable irrespective of (i) any illegality, lack of validity or enforceability of any Obligation, (ii) any amendment, modification, waiver or consent to departure from the terms of any Obligation, including any renewal or extension of the time or change of the manner or place of payment, (iii) any exchange, substitution, release, non-perfection or impairment of any collateral securing payment of any Obligation, (iv) any release, amendment or waiver of or consent to departure from any other guaranty under the Loan Documents, (v) any change in the corporate existence, structure or ownership of Borrower, or any insolvency, bankruptcy, reorganization, liquidation or other similar proceeding affecting Borrower or its assets or any resulting release or discharge, termination, cancellation, frustration, irregularity, invalidity or unenforceability, in whole or in part, of any Obligation, (vi) the existence of any claim, set-off or other rights that any Guarantor may have at any time against the Borrower, or any other corporation or person, whether in connection herewith or any unrelated transactions, provided that nothing herein will prevent the assertion of any such claim by separate suit or compulsory counterclaim, (vi) the absence of any action to enforce the Guaranty or (vii) any law, regulation, decree or order of any jurisdiction, or any other event, affecting any term of any Obligation or the Lender's rights with respect thereto, including, without limitation: (A) a declaration of banking moratorium or any suspension of payments by banks in such jurisdiction or the imposition by such jurisdiction or any governmental authority thereof of any moratorium on, the required rescheduling or restructuring of, or required approval of payments on, any indebtedness in such jurisdiction; or (B) any expropriation, confiscation, nationalization or requisition by such country or any governmental authority that directly or indirectly deprives the companies in such jurisdiction of

any payment obligation under any Obligations; or (C) any war (whether or not declared), insurrection, revolution, hostile act, civil strife or similar events occurring in such jurisdiction which has the same effect as the events described in clause (A), (B) or (C) above (in each of the cases contemplated in clauses (A) through (C) above, to the extent occurring or existing on or at any time after the date of this Guaranty).

**It is the intent of this Section 2 that the Guarantors' Obligations hereunder are and shall be absolute, unconditional and irrevocable under any and all circumstances.**

3. Waiver. Each Guarantor hereby unconditionally and irrevocably waives presentment, diligence, protest, notice of acceptance, notice of dishonor and any other notice with respect to any Obligation and this Guaranty and any requirement that Lender exercise any right or take any action against the Borrower, any other guaranty or surety or any collateral security or credit support.

4. Reinstatement. This Guaranty will continue to be effective or be reinstated, as the case may be, if at any time any payment of any Obligation is rescinded or must otherwise be returned by the Lender upon the insolvency, bankruptcy or reorganization of Borrower or otherwise, all as though such payment had not been made.

5. Subrogation. No Guarantor will assert, enforce or otherwise exercise any rights which it may acquire by way of subrogation under this Guaranty, by any payment made hereunder or otherwise, until payment in full of the Obligations and the termination of any and all agreements under which the Lender is committed to provide extensions of credit.

6. Taxes. Any and all payments by any Guarantor hereunder will be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding income or franchise taxes imposed on a Lender's net income by the jurisdiction under the laws of which such Lender is organized or any political subdivision thereof or by the jurisdiction of a Lender's lending office or any political subdivision thereof (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities being "Taxes"). If any Guarantor is required by law to deduct any Taxes from or in respect of any sum payable hereunder (i) the sum payable will be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Lender will receive an amount equal to the sum it would have received had no such deductibles been made, (ii) such Guarantor will make such deductions, and (iii) such Guarantor will pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law. In addition, each Guarantor will pay any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies that arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, this Guaranty or the Obligations ("Other Taxes"). Each Guarantor will promptly furnish to the Lender the original or a certified copy of a receipt evidencing payment thereof. Each Guarantor will indemnify the Lender for the full amount of Taxes or Other Taxes paid by the Lender or any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted, within 30 days of the Lender's request therefor. Without prejudice to the survival of any other agreement contained herein, each Guarantor's agreements

and obligations contained in this Section will survive the payment in full of the Obligations, principal and interest hereunder and any termination of this Guaranty.

7. Place and Currency of Payment. The payment of any Obligation is payable in U.S. Dollars and the Guarantors will make payment hereunder at the place where such Obligation is payable under the Loan Documents.

8. Set-Off. If any Guarantor fails to pay any of its Obligations hereunder when due and payable, the Lender is authorized at any time and from time to time, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by the Borrower to or for such Guarantor's (or any other Guarantor's) credit or account against any and all of the Obligations, whether or not the Lender has made any demand under this Guaranty. The Lender will promptly notify such Guarantor after any such set-off and application, provided that the failure to give such notice will not affect the validity of such set-off and application. The Lender's rights under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) that the Lender may have.

9. Representations and Warranties. Each Guarantor represents and warrants that (i) no authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or any other third party is required for the due execution, delivery and performance by such Guarantor of this Guaranty, and (ii) this Guaranty has been duly executed and delivered by such Guarantor and is its legal, valid and binding obligation, enforceable against such Guarantor in accordance with its terms.

10. Continuing Guaranty. This is a continuing guaranty and applies to all the Obligations whenever arising. This Guaranty is irrevocable and will remain in full force and effect until the payment in full of the Obligations and all amounts payable hereunder and the termination of all of the agreements relating to the Obligations.

11. Amendments and Waiver. No amendment or waiver of any provision of this Guaranty, and no consent to departure by any Guarantor, will in any event be effective unless the same is in writing and signed by the Lender, and then such waiver or consent will be effective only in the specific instance and for the specific purpose for which given.

12. Notices. All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below, or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service; (b) national express air courier, provided such courier maintains written verification of actual delivery; or (c) facsimile. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent. Any notice or other communication given by the means described in subsection (c) above shall be deemed effective the date on which the facsimile transmission occurs or if such date is not a business day on the business day immediately following the date on which the facsimile transmission occurs.

| | |
|---|---|
| Lender: | City of Jacksonville<br>c/o Office of Economic Development<br>117 W. Duval Street, Suite 250<br>Jacksonville FL 32202<br>Attention: EBO/JSEB Administrator |
| with a copy to: | Office of the General Counsel<br>117 West Duval Street, Suite 480<br>Jacksonville, FL 32202<br>Attention: Government Operations Deputy |
| Guarantors: | ICATT Professional Services, Inc<br>Gebreyesus Hamda, Individually<br>2816 Sans Pareil Street<br>Jacksonville, FL 32246 |

Any addressee may change its address by giving the other parties hereto notice of such change of address in accordance with the foregoing provisions.

13. Guarantor's Credit Decision; Acknowledgment of Benefits of Credit Extension. Each Guarantor has, independently and without reliance on the Lender and based on such documents and information as such Guarantor has deemed appropriate, made its own credit analysis and decision to enter into this Guaranty. Each Guarantor has adequate means to obtain from the Borrower, on a continuing basis, information concerning the financial condition, operations and business of such Borrower, and such Guarantor is not relying on the Lender to provide such information now or in the future. Each Guarantor acknowledges that it will receive substantial direct and indirect benefit from the loan contemplated by the Loan Documents and this Guaranty.

14. Governing Law. This Guaranty shall be governed by, and constituted in accordance with, the law of the State of Florida and venue for any legal action with respect thereto shall be in Duval County, Florida, exclusively.

15. Consent to Jurisdiction; Service of Process; Waiver of Jurisdictional Immunity. Each Guarantor irrevocably and unconditionally (i) submits to the non-exclusive jurisdiction of any Florida state or federal court sitting in Duval County, Florida and any appellate court from any jurisdiction thereof in any action or proceeding arising out of or relating to this Guaranty or any other Loan Document or the Obligations, or for recognition or enforcement of any judgment, (ii) agrees that all claims in respect of such action or proceeding may be heard and determined in such Florida state court or in such federal court, (iii) waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding, and (iv) irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to such Guarantor at its address as set forth under its signature below. A final non-appealable judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Such service may be made by mailing or delivering a copy of such process to such Guarantor

at the applicable address below. Nothing herein will affect the Lender's right to serve legal process in any other manner permitted by law or affect the Lender's right to bring any action or proceeding against such Guarantor or its property in the courts of other jurisdictions. To the extent that any Guarantor has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, Guarantor irrevocably waives such immunity in respect of its obligations under this Guaranty.

16. WAIVER OF JURY TRIAL. BY EXECUTING THIS GUARANTY, GUARANTORS KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHTS TO A TRIAL BY JURY, IF ANY, IN ANY ACTION, PROCEEDING OR SUIT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND WHETHER ASSERTED BY WAY OF COMPLAINT, ANSWER, CROSS CLAIM, COUNTERCLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE, BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS GUARANTY OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT TO BE EXECUTED IN CONNECTION HEREWITH OR THE RENEWAL, MODIFICATION OR EXTENSION OF ANY OF THE FOREGOING OR ANY FUTURE ADVANCE THEREUNDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE CITY'S EXTENDING CREDIT TO BORROWER AND NO WAIVER OR LIMITATION OF THE CITY'S RIGHTS HEREUNDER SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON THE CITY'S BEHALF.

Guarantors acknowledge that the above paragraph has been expressly bargained for by the City as part of the transaction with Guarantors and that, but for Guarantors' agreement thereto, the City would not have extended the indebtedness and the Obligations referenced herein.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the parties have executed this Guaranty as of the date first written above.

GUARANTORS:

**ICATT PROFESSIONAL SERVICES, INC.**

By: _____
Gebreyesus Hamda, President

Address: 2816 Sans Pareil Street
Jacksonville, FL 32246

_____
**GEBREYESUS HAMDA**, individually

GC-#1647615-v1-ICATT_Guaranty.docx

**CERTIFICATE**

The undersigned Secretary of ICATT PROFESSIONAL SERVICE, INC., a Florida corporation ("Company"), hereby certifies under oath that the following is a true and complete copy of resolutions adopted by the Company on September 18, 2024, and that such resolutions have not been amended or rescinded and are in full force and effect on the date hereof:

> RESOLVED, that the Company be, and hereby is authorized to obtain a $100,000.00 loan from the City of Jacksonville, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida ("Lender") pursuant to the terms of that certain Promissory Note dated of even date herewith.
>
> FURTHER RESOLVED, that Gebreyesus Hamda, as President of the Company be, and hereby is authorized and directed to take or cause to be taken such action or actions as necessary or desirable to carry out the purposes of these resolutions and execute whatever documents may be necessary or desirable to consummate or modify said loan.
>
> FURTHER RESOLVED, that no corporate seal is necessary or required on any document executed on behalf of the Company in order to constitute a valid and binding obligation of the Company.

Gebreyesus Hamda

Print Name: Gebreyesus Hamda
Title: Secretary

## Dixon, Angie - ASOD

| | |
|---|---|
| **From:** | Williams, Andrew - JEJE |
| **Sent:** | Thursday, April 23, 2026 3:06 PM |
| **To:** | info@icatt.net; donna.janke@icatt.net; gabe.hamda@icatt.net; jenny@icatt.net |
| **Cc:** | Grant, Gregory - JEJE; Dixon, Angie - ASOD; Newsome, Kale - ASOD; Carroll, Sonia - JEJE; Randolph, Ed - JEJE |
| **Subject:** | Financial review notice |
| **Attachments:** | ICATT letter.pdf; Scanned from a Xerox Multifunction Printer.pdf; JSEB Office and ICATT 11032025.pdf |

Dear Mr. Hamda,

This letter is a follow-up to the meeting and agreement related to the JSEB Access To Capitol Loan. The JSEB office in consultation with the Office of the Ombudsman's agreed to accept and amount of $250.00 a month until **January 2026**. Subsequently, a **Borrowers Late Notice and Non-compliance to Agreement Notice** was issued on March 15, 2026. Payment of the agreed amount was not received from the borrower, hence the demand for a **financial review** of the borrower's ability to pay is required. Please see the attached request and respond in the time frame stated. Your corporation is appreciated and failure to comply may hamper current and future relationship with the city. The related documents are all attached for your reflection and we await your response. Thank You

Andrew Williams
Operations and Finance Manager

EXHIBIT 6

# City of Jacksonville, Florida

*Donna Deegan, Mayor*

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202


A NEW DAY.

May 28, 2026

**Via Certified Mail**
**Return Receipt Requested**

ICATT Professional Services, Inc.

**Re: Notice of Debarment**

Dear Mr. Hamda:

This letter is regarding correspondence received from Angie Dixon, Ombudsman for the City of Jacksonville dated May 7th, 2026, requesting ICATT Professional Services, Inc., be debarred and placed on the Disqualified Vendor's List. The Ombudsman recommendation arises from the violations of Chapter 126, Jacksonville City Ordnance, for reasons including but not limited to; Sec. 126.902(a)(i) and Sec. 126.902(a)(ii).

**I accept/concur with the recommendation for debarment. Accordingly, this is formal notice of your company's debarment from doing business with the City of Jacksonville for a period of three (3) years from the date of this notice.**

Please know that, if within ten (10) calendar days after the date of this notice, you have not provided me a written Notice of Protest that states, in detail, grounds on which you protest the above, then the action contained herein will become final without further notice, and will represent final administrative action pursuant to Jacksonville Ordinance Code 126.902.

If you have any questions, comments, or concerns, please do not hesitate to contact me at 904-255-8811.

Sincerely,

Dustin Freeman, Chief
Procurement Division

Attachment

cc: Angie Dixon, Ombudsman

| | |
|---|---|
| **From:** | Waremburg, Robert - ASPS |
| **To:** | Phillips, Cynthia - ASPS |
| **Subject:** | FW: Notice of Debarment: ICATT Professional Services, Inc. |
| **Date:** | Tuesday, August 25, 2026 1:15:59 PM |
| **Attachments:** | Debarment_ICO_ICATT.pdf<br>Ombudsman Request for Debarment_ICATT.pdf<br>image001.png |

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**From:** Freeman, Dustin - ASPS <DustinF@coj.net>
**Sent:** Thursday, May 28, 2026 1:08 PM
**To:** gabe.hamda@icatt.net
**Cc:** Phillips, Cynthia - ASPS <CPhillips@coj.net>; Waremburg, Robert - ASPS <RWaremburg@coj.net>; Warchol, LeeAnn - ASPS <LWarchol@coj.net>; Laidler, Marilyn - ASPS <MLaidler@coj.net>; Leslie-Burney, Annette - ASPS <ABurney@coj.net>; Randolph, Ed - JEJE <EdwardR@coj.net>; Grant, Gregory - JEJE <GGrant@coj.net>; Carroll, Sonia - JEJE <SoniaC@coj.net>; Williams, Andrew - JEJE <AWilliams3@coj.net>; Dixon, Angie - ASOD <ADixon@coj.net>
**Subject:** Notice of Debarment: ICATT Professional Services, Inc.

Good day Mr. Hamda - This email/letter is regarding correspondence received from Angie Dixon, Ombudsman for the City of Jacksonville, dated May 7th, 2026, recommending the debarment of ICATT Professional Services, Inc. (Please refer to attachment for specific details).
I accept/concur with the recommendation for debarment. Accordingly, this is formal notice of your company's debarment with the City of Jacksonville for a period of three (3) years from the date of this notice. Please know that, if within ten (10) calendar days after the date of this notice, you have not provided me a written Notice of Protest that states, in detail, grounds on which you protest the above, then the action contained herein will become final without further notice, and will represent final administrative action pursuant to Jacksonville Ordinance Code 126.902.
If you have any questions, comments, or concerns, please do not hesitate to contact me at 904-255-8811.

***Respectfully,***

**Dustin L. Freeman**
**Chief of Procurement**
Procurement Division | Office of Administrative Services
214 N. Hogan Street, Suite 800, Jacksonville, FL 32202
Ph. 904-255-8811 | Email: dustinf@coj.net

A NEW DAY.

****** Florida has a very broad public records law. As a result, any written communication***

***created or received by City of Jacksonville officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone. ****

Please click on the links below for any of the following for Bids and Awards:

**For Current Bidding Opportunities:** Solicitation Abstracts
**For COJ weekly award intentions:** COJ.net - Agendas and Minutes
**For bid award information:** Procurement Division (coj.net)
**For Public Records:** COJ Public Records (govqa.us)

| | |
|---|---|
| **From:** | Waremburg, Robert - ASPS |
| **To:** | Phillips, Cynthia - ASPS |
| **Subject:** | FW: Notice of Protest – Proposed Debarment of ICATT Professional Services, Inc. |
| **Date:** | Tuesday, August 25, 2026 1:17:55 PM |
| **Attachments:** | image001.png<br>image001.png |

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**From:** Jonathan Tessier <jonathan.tessier@icatt.net>
**Sent:** Friday, June 26, 2026 1:40 PM
**To:** Freeman, Dustin - ASPS <DustinF@coj.net>
**Cc:** Gabe Hamda <gabe@icatt.net>; CJ Masters <cjmasters@icatt.net>; Phillips, Cynthia - ASPS <CPhillips@coj.net>; Waremburg, Robert - ASPS <RWaremburg@coj.net>; Warchol, LeeAnn - ASPS <LWarchol@coj.net>; Laidler, Marilyn - ASPS <MLaidler@coj.net>; Leslie-Burney, Annette - ASPS <ABurney@coj.net>; Randolph, Ed - JEJE <EdwardR@coj.net>; Grant, Gregory - JEJE <GGrant@coj.net>; Carroll, Sonia - JEJE <SoniaC@coj.net>; Williams, Andrew - JEJE <AWilliams3@coj.net>; Dixon, Angie - ASOD <ADixon@coj.net>
**Subject:** Re: Notice of Protest – Proposed Debarment of ICATT Professional Services, Inc.

**EXTERNAL EMAIL:** This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Dear Mr. Freeman,

Thank you for your patience and for granting ICATT the additional time.

We have retained legal counsel to represent ICATT Professional Services, Inc. in this matter. Please find our counsel's contact information below:

Attorney Name: William L. Donley III
Law Firm:Donley Law Firm
(904) 265-5422
wldonley@donleylawfirm.com - self
Karen@donleylawfirm.com - paralegal
Sarah@donleylawfirm.com - assistant
1700 Wells Rd Ste 27
Orange Park Fl 32073

Thank you again for your courtesy. We appreciate your cooperation and look forward to working through the protest process in accordance with the City's procedures.

Respectfully,

Jonathan Tessier

On Wednesday, June 24, 2026 at 10:51:40 AM MDT, Jonathan Tessier <jonathan.tessier@icatt.net>

wrote:

Dear Mr. Freeman,

Thank you for your response and for granting the extension until 5:00 PM EST on June 26, 2026.

We appreciate your accommodation and will provide legal counsel's contact information within the timeframe specified.

Thank you again for your consideration and assistance as we work through this process.

Respectfully,

Jonathan Tessier

On Tuesday, June 23, 2026 at 11:38:49 AM MDT, Freeman, Dustin - ASPS <dustinf@coj.net> wrote:

Mr. Tessier – ICATT received the Debarment Notice on 28MAY, you protested on 03JUN. I am willing to give you until 5PM EST, 26JUN to provide a legal contact. This is well over 3 weeks just to provide a name and phone number so city attorneys can make contact. If nothing is received, this action will be final.

***Respectfully,***

**Dustin L. Freeman**
**Chief of Procurement**
Procurement Division | Office of Administrative Services
214 N. Hogan Street, Suite 800, Jacksonville, FL 32202
Ph. 904-255-8811 | Email: dustinf@coj.net

A NEW DAY.

****** Florida has a very broad public records law. As a result, any written communication created or received by City of Jacksonville officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone. ******

Please click on the links below for any of the following for Bids and Awards:

**For Current Bidding Opportunities:** Solicitation Abstracts

**For COJ weekly award intentions:** COJ.net - Agendas and Minutes
**For bid award information:** Procurement Division (coj.net)
**For Public Records:** COJ Public Records (govqa.us)

---

**From:** Jonathan Tessier <jonathan.tessier@icatt.net>
**Sent:** Monday, June 22, 2026 7:05 PM
**To:** Freeman, Dustin - ASPS <DustinF@coj.net>
**Cc:** Gabe Hamda <gabe@icatt.net>; CJ Masters <cjmasters@icatt.net>; Phillips, Cynthia - ASPS <CPhillips@coj.net>; Waremburg, Robert - ASPS <RWaremburg@coj.net>; Warchol, LeeAnn - ASPS <LWarchol@coj.net>; Laidler, Marilyn - ASPS <MLaidler@coj.net>; Leslie-Burney, Annette - ASPS <ABurney@coj.net>; Randolph, Ed - JEJE <EdwardR@coj.net>; Grant, Gregory - JEJE <GGrant@coj.net>; Carroll, Sonia - JEJE <SoniaC@coj.net>; Williams, Andrew - JEJE <AWilliams3@coj.net>; Dixon, Angie - ASOD <ADixon@coj.net>
**Subject:** Re: Notice of Protest – Proposed Debarment of ICATT Professional Services, Inc.

**EXTERNAL EMAIL:** This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Dear Mr. Freeman,

Thank you for your response and for your continued attention to this matter.

As a small business, we are working diligently to finalize the selection of legal counsel and want to ensure that we engage the appropriate representation before providing counsel's contact information. We fully intend to proceed with the protest and to present our position through the process provided.

With respect, we would like to request a brief extension until June 30, 2026, to provide our attorney's contact information. We would be sincerely grateful for any additional time you may be willing to grant so that we can complete this process thoughtfully and responsibly.

We appreciate your consideration and understanding, and we remain committed to cooperating fully with the City's procedures.

Thank you again for your time and courtesy.

Respectfully,

Jonathan Tessier

On Monday, June 22, 2026 at 06:19:38 AM MDT, Freeman, Dustin - ASPS <dustinf@coj.net> wrote:

Mr. Tessier – I cannot schedule this protest hearing without Mr. Hamda's attorney contact information. If I do not hear from you or Mr. Hamda by end of day 23JUN, I will assume ICATT has decided to not pursue the below protest, and the 3-year debarment will be finalized.

***Respectfully,***

**Dustin L. Freeman**
**Chief of Procurement**
Procurement Division | Office of Administrative Services
214 N. Hogan Street, Suite 800, Jacksonville, FL  32202
Ph. 904-255-8811 | Email: dustinf@coj.net

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**For bid award information:** Procurement Division (coj.net)
**For Public Records:** COJ Public Records (govqa.us)

---

**From:** Freeman, Dustin - ASPS
**Sent:** Monday, June 15, 2026 10:40 AM
**To:** Jonathan Tessier <jonathan.tessier@icatt.net>
**Cc:** Gabe Hamda <gabe@icatt.net>; CJ Masters <cjmasters@icatt.net>; Phillips, Cynthia - ASPS <CPhillips@coj.net>; Waremburg, Robert - ASPS <RWaremburg@coj.net>; Warchol, LeeAnn - ASPS <LWarchol@coj.net>; Laidler, Marilyn - ASPS <MLaidler@coj.net>; Leslie-Burney, Annette - ASPS <ABurney@coj.net>; Randolph, Ed - JEJE <EdwardR@coj.net>; Grant, Gregory - JEJE <GGrant@coj.net>; Carroll, Sonia - JEJE <SoniaC@coj.net>; Williams, Andrew - JEJE <AWilliams3@coj.net>; Dixon, Angie - ASOD <ADixon@coj.net>
**Subject:** RE: Notice of Protest – Proposed Debarment of ICATT Professional Services, Inc.

Mr. Tessier – understood, please provide me with Mr. Hamda's attorney contact information so that I can share with COJ attorneys.

Thanks!

***Respectfully,***

**Dustin L. Freeman**
**Chief of Procurement**
Procurement Division | Office of Administrative Services
214 N. Hogan Street, Suite 800, Jacksonville, FL  32202

Ph. 904-255-8811 | Email: dustinf@coj.net

A NEW DAY.

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**For bid award information:** Procurement Division (coj.net)
**For Public Records:** COJ Public Records (govqa.us)

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**From:** Jonathan Tessier <jonathan.tessier@icatt.net>
**Sent:** Tuesday, June 9, 2026 9:37 PM
**To:** Freeman, Dustin - ASPS <DustinF@coj.net>
**Cc:** Gabe Hamda <gabe@icatt.net>; CJ Masters <cjmasters@icatt.net>; Phillips, Cynthia - ASPS <CPhillips@coj.net>; Waremburg, Robert - ASPS <RWaremburg@coj.net>; Warchol, LeeAnn - ASPS <LWarchol@coj.net>; Laidler, Marilyn - ASPS <MLaidler@coj.net>; Leslie-Burney, Annette - ASPS <ABurney@coj.net>; Randolph, Ed - JEJE <EdwardR@coj.net>; Grant, Gregory - JEJE <GGrant@coj.net>; Carroll, Sonia - JEJE <SoniaC@coj.net>; Williams, Andrew - JEJE <AWilliams3@coj.net>; Dixon, Angie - ASOD <ADixon@coj.net>
**Subject:** Re: Notice of Protest – Proposed Debarment of ICATT Professional Services, Inc.

**EXTERNAL EMAIL:** This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Thank you Mr. Freeman for your prompt response. As the acting president of ICATT while Mr. Hamda is out of the country, I am responding on behalf of the organization to confirm the following:

ICATT is engaging legal counsel to formally represent us in this matter. The relationship that we have established and maintained with the Jacksonville community over two decades is deeply important to us. We also want to clarify that we have documentation supporting the meeting in question, and records of payments. These materials will be provided through counsel as part of the protest process.

We would like to proceed with participation in the JPAC hearing. Please advise on the next steps and the scheduling process so that we may coordinate attendance with counsel.

Finally, we want to reiterate that ICATT has continued to serve the Jacksonville community through both contracted work and ongoing volunteer efforts. Our commitment to the community has not wavered.

We appreciate your guidance on the procedural requirements moving forward.

Respectfully,

Jonathan Tessier

On Monday, June 8, 2026 at 09:53:52 AM MDT, Freeman, Dustin - ASPS <dustinf@coj.net> wrote:

Good day Jonathan – Are you legally representing ICATT? I am being told that the below mentioned meeting did not take place. Be advised, the burden of proof rests with the protestant. This said, my decision in support of the debarment remains. If Mr. Hamda would still like to be heard at JPAC, then he or his counsel will need to be present to provide proof and support for this protest.

Please confirm Mr. Hamda's intent to proceed with scheduling this protest.

***Respectfully,***

**Dustin L. Freeman**
**Chief of Procurement**
Procurement Division | Office of Administrative Services
214 N. Hogan Street, Suite 800, Jacksonville, FL 32202
Ph. 904-255-8811 | Email: dustinf@coj.net

A NEW DAY.

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**For bid award information:** Procurement Division (coj.net)
**For Public Records:** COJ Public Records (govqa.us)

**From:** Phillips, Cynthia - ASPS <CPhillips@coj.net>
**Sent:** Friday, June 5, 2026 8:12 AM
**To:** Freeman, Dustin - ASPS <DustinF@coj.net>
**Subject:** FW: Notice of Protest – Proposed Debarment of ICATT Professional Services, Inc.

See below.


***Cindy Phillips***
Executive Assistant to the Chief
P-Card Program Administrator
Procurement Division
214 N. Hogan Street
Jacksonville, FL 32202
Phone: (904) 255-8822
E-mail: cphillips@coj.net


A NEW DAY.

***"Please note that under Florida's very broad public records law, email communications to and from City officials are subject to public disclosure."***

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**From:** Jonathan Tessier <jonathan.tessier@icatt.net>
**Sent:** Wednesday, June 3, 2026 8:33 AM
**To:**
**Cc:**
**Subject:** Notice of Protest – Proposed Debarment of ICATT Professional Services, Inc.


**EXTERNAL EMAIL:** This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.


PLEASE NOTE: Gabe Hamda is currently out of the country. Until his return, he has authorized me to communicate on his behalf. I can be reached at this email Jonathan.Tessier@icatt.net. Below is Gabe's protest response to the proposed debarment of ICATT Professional Services by the City of Jacksonville.

Thank you.

Jonathan

June 3, 2026

Mr. Dustin Freeman
Chief of Procurement
City of Jacksonville
117 W. Duval Street
Jacksonville, Florida 32202

Re: Notice of Protest – Proposed Debarment of ICATT Professional Services, Inc.

Dear Mr. Freeman:

Pursuant to Jacksonville Ordinance Code Section 126.902, ICATT Professional Services, Inc. ("ICATT") hereby submits this Notice of Protest in response to the Notice of Debarment dated May 28, 2026.

ICATT respectfully contests the proposed debarment and requests that no final administrative action be taken until the underlying facts have been fully reviewed and reconciled.

The recommendation for debarment appears to be based upon findings contained in the May 7, 2026 memorandum issued by the Office of the Ombudsman regarding ICATT's participation in the JSEB Access to Capital Loan Program. Specifically, the memorandum indicates that ICATT agreed to make reduced monthly payments of $250.00 through January 2026 and thereafter resume monthly payments of $2,952.40. The memorandum further states that ICATT failed to make any payments after January 2026.

ICATT respectfully disputes both the characterization of the repayment arrangement and the conclusion that the company failed to comply with its obligations.

During the first week of January 2026, Gabe Hamda of ICATT met with Gregory Grant of the City of Jacksonville to discuss ICATT’s financial circumstances and its ability to continue servicing the loan. During that meeting, the parties discussed the economic realities facing the business and the challenges associated with immediately resuming the full monthly payment amount. Based upon those discussions, Mr. Hamda understood that ICATT would continue making payments in the reduced amount of $250.00 per month until the company's financial condition improved sufficiently to support a return to the full monthly payment obligation. Mr. Hamda left that meeting with the clear understanding that the reduced payment arrangement would remain in effect until such time as ICATT's financial circumstances improved.

Following that meeting, ICATT continued operating in reliance upon that understanding. At no time did ICATT intentionally cease making payments, refuse to honor its obligations, or attempt to avoid repayment of the loan. Rather, ICATT believed it was acting consistently with the repayment arrangement discussed during the January 2026 meeting.

In addition, ICATT believes that monthly payments continued to be withdrawn automatically from the company's bank account following the January 2026 meeting. As such, the company is concerned that there may be a discrepancy between the City's accounting records and the payment transactions reflected in ICATT's banking records.

Given the significance of a proposed three-year debarment, ICATT respectfully submits that further review is warranted before any final administrative action is taken. At a minimum, there appears to be a genuine dispute regarding both the terms of the repayment arrangement discussed during the January 2026 meeting and the payment history that followed.

Accordingly, ICATT respectfully requests:

1. Copies of all records, payment histories, accounting records, and loan servicing documentation relied upon by the City in concluding that payments ceased after January 2026;
2. Copies of any correspondence, notices of delinquency, notices of default, notices of non-compliance, or other communications sent to ICATT concerning the alleged failure to make payments;
3. Copies of any documents, notes, memoranda, emails, or records relating to the January 2026 meeting concerning the continuation of the reduced payment arrangement;
4. An opportunity to reconcile the City's records with ICATT's banking records and supporting documentation; and
5. Suspension of the proposed debarment pending completion of that review and reconciliation process.

ICATT values its longstanding relationship with the City of Jacksonville and remains committed to resolving this matter in a cooperative and transparent manner. The company is prepared to provide bank statements, transaction histories, and any additional documentation necessary to assist in clarifying the payment history and resolving any discrepancies that may exist.

Because debarment carries significant consequences for both the company and its employees, ICATT respectfully requests that the City fully review all relevant records and circumstances before imposing a final debarment determination. ICATT reserves all rights and remedies available under Jacksonville Ordinance Code, applicable law, and principles of administrative due process.

Thank you for your attention to this matter. We respectfully request written confirmation that this Notice of Protest has been received and that the proposed debarment will not become final pending review of the issues raised herein.

Sincerely,

Gabe Hamda
ICATT Professional Services, Inc.

| | |
|---|---|
| **From:** | Waremburg, Robert - ASPS |
| **To:** | Phillips, Cynthia - ASPS |
| **Subject:** | FW: ICATT Professional Services Debarment Protest |
| **Date:** | Tuesday, August 25, 2026 1:17:25 PM |
| **Attachments:** | image001.png |

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**From:** William Donley, III <wldonley@donleylawfirm.com>
**Sent:** Thursday, August 20, 2026 1:34 PM
**To:** Freeman, Dustin - ASPS <DustinF@coj.net>
**Cc:** Karen Janjanin <karen@donleylawfirm.com>; Sarah Sidock <sarah@donleylawfirm.com>; Mary Cris Villafuerte <Mary@donleylawfirm.com>; Pinkstaff, Tiffiny - GCGA <TPinkstaff@coj.net>; Waremburg, Robert - ASPS <RWaremburg@coj.net>; Leslie-Burney, Annette - ASPS <ABurney@coj.net>; Phillips, Cynthia - ASPS <CPhillips@coj.net>
**Subject:** Re: ICATT Professional Services Debarment Protest

**EXTERNAL EMAIL:** This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Thank you very much.

On Thu, Aug 20, 2026 at 11:47 AM Freeman, Dustin - ASPS <DustinF@coj.net> wrote:

> Good day – the JPAC is a hybrid meeting, and the link can be found here . Be advised, the city is not responsible for any technical difficulties, being from the city or person dialing in. Highly recommended to be present during hearing.
>
> ***Respectfully,***
>
> **Dustin L. Freeman**
> **Chief of Procurement**
> Procurement Division | Office of Administrative Services
> 214 N. Hogan Street, Suite 800, Jacksonville, FL 32202
> Ph. 904-255-8811 | Email: dustinf@coj.net
>
> A NEW DAY.
>
> ****** Florida has a very broad public records law. As a result, any written communication***

***created or received by City of Jacksonville officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone. ******

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**For COJ weekly award intentions:** Awards, Packages, and Minutes
**For bid award information:** Procurement Division (coj.net)
**For Public Records:** COJ Public Records (govqa.us)

---

**From:** Pinkstaff, Tiffiny - GCGA <TPinkstaff@coj.net>
**Sent:** Wednesday, August 19, 2026 5:51 PM
**To:** William Donley, III <wldonley@donleylawfirm.com>; Freeman, Dustin - ASPS <DustinF@coj.net>
**Cc:** Karen Janjanin <karen@donleylawfirm.com>; Sarah Sidock <sarah@donleylawfirm.com>; Mary Cris Villafuerte <Mary@donleylawfirm.com>
**Subject:** RE: ICATT Professional Services Debarment Protest

Good afternoon,

This request should be submitted to the CCDRB via the Chief of Procurement, Dustin Freeman, who is copied here.

Mr. Freeman, please note that the protest respondent has no objection to this request.

Tiffiny Douglas Pinkstaff
Chief, General Litigation
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
904.255.5072 (office)
904.874.1514 (cell)
tpinkstaff@coj.net

---

**From:** William Donley, III <wldonley@donleylawfirm.com>
**Sent:** Wednesday, August 19, 2026 12:52 PM
**To:** Pinkstaff, Tiffiny - GCGA <TPinkstaff@coj.net>
**Cc:** Karen Janjanin <karen@donleylawfirm.com>; Sarah Sidock <sarah@donleylawfirm.com>; Mary Cris Villafuerte <Mary@donleylawfirm.com>
**Subject:** Re: ICATT Professional Services Debarment Protest

**EXTERNAL EMAIL:** This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Can the CEO of ICATT Mr. Gabe Hamnda, appear to the hearing via zoom? He is currently out of the country and it would be a hardship for him to appear.

On Thu, Jul 16, 2026 at 11:51 AM Pinkstaff, Tiffiny - GCGA <TPinkstaff@coj.net> wrote:

> Procurement Division | Office of Administrative Services
> 214 N. Hogan Street, Suite 800, Jacksonville, FL 32202
>
> Tiffiny Douglas Pinkstaff
> Chief, General Litigation
> Office of General Counsel
> 117 West Duval Street, Suite 480
> Jacksonville, Florida 32202
> 904.255.5072 (office)
> 904.874.1514 (cell)
> tpinkstaff@coj.net
>
> ---
>
> **From:** William Donley, III <wldonley@donleylawfirm.com>
> **Sent:** Thursday, July 16, 2026 11:49 AM
> **To:** Pinkstaff, Tiffiny - GCGA <TPinkstaff@coj.net>
> **Cc:** Karen Janjanin <karen@donleylawfirm.com>; Sarah Sidock <sarah@donleylawfirm.com>; Mary Cris Villafuerte <Mary@donleylawfirm.com>
> **Subject:** Re: ICATT Professional Services Debarment Protest
>
> **EXTERNAL EMAIL:** This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.
>
> Can you please provide the location, address, and room number of the hearing?
>
> On Thu, Jul 16, 2026 at 11:46 AM Pinkstaff, Tiffiny - GCGA <TPinkstaff@coj.net> wrote:
>
> > In person
> >
> > Tiffiny Douglas Pinkstaff
> > Chief, General Litigation
> > Office of General Counsel
> > 117 West Duval Street, Suite 480
> > Jacksonville, Florida 32202

904.255.5072 (office)
904.874.1514 (cell)
tpinkstaff@coj.net

---

**From:** William Donley, III <wldonley@donleylawfirm.com>
**Sent:** Thursday, July 16, 2026 11:20 AM
**To:** Pinkstaff, Tiffiny - GCGA <TPinkstaff@coj.net>
**Cc:** Karen Janjanin <karen@donleylawfirm.com>; Sarah Sidock <sarah@donleylawfirm.com>; Mary Cris Villafuerte <Mary@donleylawfirm.com>
**Subject:** Re: ICATT Professional Services Debarment Protest

**EXTERNAL EMAIL:** This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Is this an in person hearing or via zoom?

On Wed, Jul 8, 2026 at 3:27 PM Pinkstaff, Tiffiny - GCGA <TPinkstaff@coj.net> wrote:

> The Procurement Department can provide you with the latest copy of their Procurement Operating Manual which includes Protest Procedures. To my knowledge, there is no pre-hearing discovery or exhibit exchange contemplated.
>
> Tiffiny Douglas Pinkstaff
> Chief, General Litigation
> Office of General Counsel
> 117 West Duval Street, Suite 480
> Jacksonville, Florida 32202
> 904.255.5072 (office)
> 904.874.1514 (cell)
> tpinkstaff@coj.net
>
> ---
>
> **From:** William Donley, III <wldonley@donleylawfirm.com>
> **Sent:** Tuesday, July 7, 2026 3:56 PM
> **To:** Pinkstaff, Tiffiny - GCGA <TPinkstaff@coj.net>; Karen Janjanin <karen@donleylawfirm.com>; Sarah Sidock <sarah@donleylawfirm.com>; Mary Cris Villafuerte <Mary@donleylawfirm.com>; Freeman, Dustin - ASPS <DustinF@coj.net>
> **Subject:** Re: ICATT Professional Services Debarment Protest
>
> **EXTERNAL EMAIL:** This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hello Tiffany,
Can you please provide me with any documents that will be used in the hearing against ICATT. If I need to request these documents from someone else or there is a request procedure/process that i need to follow please let me know.

On Thu, Jul 2, 2026 at 8:56 AM Pinkstaff, Tiffiny - GCGA <TPinkstaff@coj.net> wrote:

> I am available on August 27 at 1:00PM.
>
> Tiffiny Douglas Pinkstaff
> Chief, General Litigation
> Office of General Counsel
> 117 West Duval Street, Suite 480
> Jacksonville, Florida 32202
> 904.255.5072 (office)
> 904.874.1514 (cell)
> tpinkstaff@coj.net
>
> ---
>
> **From:** Freeman, Dustin - ASPS <DustinF@coj.net>
> **Sent:** Thursday, July 2, 2026 8:51 AM
> **To:** Pinkstaff, Tiffiny - GCGA <TPinkstaff@coj.net>
> **Cc:** Karen@donleylawfirm.com; Sarah@donleylawfirm.com; Paulino, Gisselle - GCGA <GPaulino@coj.net>; William Donley, III <wldonley@donleylawfirm.com>
> **Subject:** Re: ICATT Professional Services Debarment Protest
>
> AUG 27th better here. OAS budget hearing is on the 20th.
>
> ***Respectfully,***
>
> **Dustin L. Freeman**
> **Chief of Procurement**
> Procurement Division | Office of Administrative Services
> 214 N. Hogan Street, Suite 800, Jacksonville, FL 32202
> Ph. 904-255-8811 | Email: dustinf@coj.net
>
> ****** Florida has a very broad public records law. As a result, any written communication created or received by City of Jacksonville officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone.***

***

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**For bid award information:** Procurement Division (coj.net)
**For Public Records:** COJ Public Records (govqa.us)

---

**From:** Pinkstaff, Tiffiny - GCGA <TPinkstaff@coj.net>
**Sent:** Wednesday, July 1, 2026 10:47
**To:** Freeman, Dustin - ASPS <DustinF@coj.net>
**Cc:** Karen@donleylawfirm.com <Karen@donleylawfirm.com>; Sarah@donleylawfirm.com <Sarah@donleylawfirm.com>; Paulino, Gisselle - GCGA <GPaulino@coj.net>; William Donley, III <wldonley@donleylawfirm.com>
**Subject:** RE: ICATT Professional Services Debarment Protest

Mr. Freeman,

Please see the parties' conferral below. Due to availability issues, the parties have agreed to a hearing on the above-referenced protest on Thursday, August 20 at 1:00 P.M. Recognizing that you originally asked for an earlier hearing, are you amenable to this date?

Thank you in advance for your consideration of this request,

Tiffiny Douglas Pinkstaff
Chief, General Litigation
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
904.255.5072 (office)
904.874.1514 (cell)
tpinkstaff@coj.net

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**From:** William Donley, III <wldonley@donleylawfirm.com>
**Sent:** Tuesday, June 30, 2026 5:40 PM
**To:** Pinkstaff, Tiffiny - GCGA <TPinkstaff@coj.net>
**Cc:** Karen@donleylawfirm.com; Sarah@donleylawfirm.com; Paulino, Gisselle - GCGA <GPaulino@coj.net>
**Subject:** Re: ICATT Professional Services Debarment Protest

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That works for me. What time? 1pm?

On Tue, Jun 30, 2026 at 5:30 PM Pinkstaff, Tiffiny - GCGA <TPinkstaff@coj.net> wrote:

> I cannot do August 13. I can do August 20. If you are in agreement, I will send an email requesting same.
>
> Sent from my iPhone
>
>> On Jun 30, 2026, at 4:45 PM, William Donley, III <wldonley@donleylawfirm.com> wrote:
>>
>> **EXTERNAL EMAIL:** This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.
>>
>> Can we do August 13? I am not available on those days?
>>
>> On Tue, Jun 30, 2026 at 1:27 PM Pinkstaff, Tiffiny - GCGA <TPinkstaff@coj.net> wrote:
>>
>>> JPAC always meets on Thursdays at 1:00 P.M.; however there were conflicts for the next several Thursdays which is why we are choosing between July 30 and August 6.
>>>
>>> I do not know how long it will proceed.
>>>
>>> Tiffiny Douglas Pinkstaff
>>> Chief, General Litigation
>>> Office of General Counsel
>>> 117 West Duval Street, Suite 480
>>> Jacksonville, Florida 32202
>>> 904.255.5072 (office)

904.874.1514 (cell)
tpinkstaff@coj.net

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**From:** William Donley, III <wldonley@donleylawfirm.com>
**Sent:** Tuesday, June 30, 2026 1:21 PM
**To:** Pinkstaff, Tiffiny - GCGA <TPinkstaff@coj.net>
**Cc:** Karen@donleylawfirm.com; Sarah@donleylawfirm.com; Paulino, Gisselle - GCGA <GPaulino@coj.net>
**Subject:** Re: ICATT Professional Services Debarment Protest

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Are there any other options? How long will the proceedings last?

On Tue, Jun 30, 2026 at 8:59 AM Pinkstaff, Tiffiny - GCGA <TPinkstaff@coj.net> wrote:

> Good morning,
>
> By way of introduction, my name is Tiffiny Pinkstaff and I will be representing the City in the above-referenced protest matter.
>
> I have spoken with the Chief of Procurement, Dustin Freeman, and he is looking to schedule the protest either Thursday, July 30 at 1:00pm or Thursday, August 6 at 1:00pm. Can you please let me know your availability and then I will send an email to Mr. Freeman, copy to you, with the scheduling information.
>
> Thank you in advance,
>
> Tiffiny
>
> Tiffiny Douglas Pinkstaff
> Chief, General Litigation
> Office of General Counsel
> 117 West Duval Street, Suite 480
> Jacksonville, Florida 32202
> 904.255.5072 (office)
> 904.874.1514 (cell)
> tpinkstaff@coj.net

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