

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF GRANT AGREEMENT (the "Assignment") is made this 13th day of August, 2025 (the "Effective Date") by and between **CASNEVE OUPELLE**, an individual (the "Assignor"), and **VANTAGE SOLUTIONS, LLC**, a Florida limited liability company (the "Assignee").

R E C I T A L S

1. The North Miami Community Redevelopment Agency, a public body corporate and politic (the "NMCRA") and Assignor, as Consultant, have entered into that certain Agreement dated as of May 15, 2025 (the "Agreement") for the provision of certain services by the Consultant to the NMCRA generally consisting of transitional services as set forth in the Scope of Work.
2. Assignor and Assignee desire for Assignor to transfer all of Assignor's rights, interests and obligations under the Agreement to Assignee, and Assignee desires to succeed to the rights and assume the obligations of Assignor under the Agreement.
3. NMCRA has agreed to consent to Assignor assigning Assignor's interest in the Agreement to Assignee, subject to the terms and conditions of this Assignment.

NOW THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, including the mutual covenants contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The parties agree and confirm that the above stated recitals are true and correct. All capitalized terms contained in this Assignment that are not defined by this Assignment shall have the same meanings as such terms are defined in the Agreement.
2. Assignor assigns, transfers, and sets over to Assignee all of Assignor's rights, interests, and obligations in and to the Agreement from and after the Effective Date.
4. Assignee accepts this Assignment and hereby agrees to perform all duties, responsibilities, and obligations of Assignor under the Agreement from and after the Effective Date.
5. NMCRA joins this Assignment for the purpose of granting its consent to this Assignment.
6. Section 9.6 of the Agreement is hereby amended by replacing the following as the notice address for the Consultant:

Consultant: Casneve Oupelle
Vantage Solutions, LLC
3479 N.W. 110th Terrace
Coral Springs, Florida 33065-707
Telephone No. (754) 248 6950
Facsimile No. ()
Email: Khoss@Vntagsolutions.com

7. Except as amended by this Assignment, all terms of the Agreement shall remain in full force and effect and is hereby ratified by the parties.

8. This Assignment shall be governed by, interpreted under, and construed in accordance with the laws of the State of Florida. Venue for any lawsuit or action related to this Assignment shall be in Miami-Dade County, Florida.

9. This Assignment may be executed in counterparts, all of which shall constitute the same Assignment, notwithstanding that all parties to this Assignment are not signatories to the same or original counterpart. This Assignment may be executed and delivered by electronic means such as DocuSign and any counterparts so executed shall be considered originals for all intents and purposes.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth above.

ASSIGNOR:

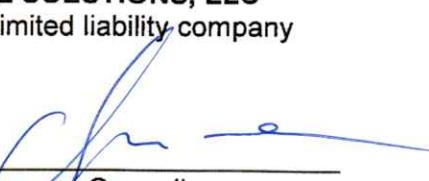


CASNEVE OUEPELLE

ASSIGNEE:

VANTAGE SOLUTIONS, LLC
a Florida limited liability company

By:



Casneve Ouepelle
Manager

NMCRA hereby consents to the Assignment as set forth above.

NMCRA:

**NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY,**
a public body corporate and politic

By:



Anna-Bo Emmanuel, Esq.
Executive Director

Attest:

By:

Vanessa Joseph, Esq.
NMCRA Secretary

Approved as to form and legal sufficiency:

By:



Taylor Duma LLP
NMCRA Attorney