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| Subrecipient/State Information | | |
| Funding Source: (Harvey, 2016 Floods, etc.) | | Federal Award Number: (as reported on line 5b. of your Application for Federal Assistance SF-424 Form) |
| Authorized Representative of Subrecipient/State: | | Subrecipient/State Address: |
| Subrecipient/State Contract Number: | | Subrecipient/State Contract Date: |
| Applicant Information | | |
| Applicant Name: | Co-Applicant(s) Name: | |
| Applicant Address: | Applicant City/State/Zip: | |
| Property’s Legal Description “Structure”: | | |

This Subrogation Agreement (“Agreement”) is hereby entered into, as of the date listed above, by and between the Applicant and Co-Applicant(s), if applicable, and the Authorized Representative of the Subrecipient/State for the purpose of carrying out eligible activities under the Texas General Land Office’s Community Development and Revitalization Program (“Program”).

In consideration of Applicant’s receipt of GLO-CDR funds administered through the Program, Applicant hereby assigns to the Program all of Applicant’s future rights to reimbursement including, but not limited to, any reimbursement or relief program assistance related to or administered by the Federal Emergency Management Agency, the Small Business Administration, or any other source.

Applicant also hereby assigns to the Program all of Applicant’s future rights to all payments received under any policy of casualty or property damage insurance including, but not limited to, homeowner’s insurance, wind, flood, or any other type or casualty or property damage insurance paid as a result of physical damage to the Structure, as defined within this Agreement, that was the basis of calculation of Applicant’s award to the extent that grant or loan proceeds were paid to the Applicant under the Program.

Applicant hereby assigns rights as they relate to the specific Structure defined within this Agreement and with respect to grants and/or loans described within Applicant’s correlating application for assistance under the Program. Applicant acknowledges that this assignment of rights only pertains to assistance calculated using physical damage caused to the Structure by the specific correlating disaster event. This includes any insurance and Program proceeds received for damages to the Structure caused by any subsequent event that occurred prior to the commencement of repair or reconstruction of the Structure utilizing Program funds.

Applicant agrees to assist and cooperate with the Program should the Program elect to pursue any of the claims Applicant has against the insurers for reimbursement under any such policies. Applicant’s assistance and cooperation shall include, but not be limited to, allowing suit to be brought on behalf of the Applicant and in the Applicant’s name(s), participation in depositions, provision documents, producing records and/or other evidence, testifying at trial, or any other form of assistance and cooperation reasonably requested by the

Program.

Applicant agrees, if requested by the Program, to execute any additional documents and/or instruments that may further and better assign to the Program the rights listed above. Such further documentation shall only further or better assign to the Program rights to the extent of the following proceeds paid to the Applicant either under the Program, Homeowner’s policies, or programs administered by the Federal Emergency Management Agency, the Small Business Administration, or any other source. Applicant agrees to take or cause to be taken, all actions and to do, or cause to be done, all things requested by the Program to consummate and make effective the provisions of this Agreement.

Applicant explicitly agrees to permit the Program to request, on Applicant’s behalf, to request any pertinent information related to this agreement from any company with which Applicant held any relevant insurance policy or any of the following agencies through which applicant applied or received funding: the Federal Emergency Management Agency, the Small Business Administration, or any other source. Applicant understands that requested information includes any non-public or confidential information needed by the Program to monitor and enforce its’ interest in the rights assigned under this Agreement. Applicant hereby gives consent to any and all above listed sources of information to release said requested information to the Program upon request.

Applicant agrees that any future receipt of payment from any sources outlined in the Agreement shall be promptly forwarded to the Program. Program shall maintain the right to recover these payments until they total the amount equal to funding providing by any of the sources presented in this Agreement. Once the Program has recovered an amount equal to assistance paid to the Applicant from any of the sources presented in this Agreement, this Agreement shall no longer be legally effective.

Applicant acknowledges that this Agreement does not impair Applicant’s mortgage lender’s rights under any Deed of Trust or Mortgage or the Structure.

In any proceeding to enforce this Agreement, the Program shall be entitled to recover all costs of enforcement, including actual attorney’s fees.

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| Signatures | |
| Applicant Name: | |
| Applicant Signature: | Date: |
| Co-Applicant(s) Name: | |
| Co-Applicant(s) Signature: | Date: |
| Subrecipient/State Authorized Representative Name: | |
| Subrecipient/State Authorized Representative Signature: | Date: |

***Disclaimer:*** *The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*