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| **GLO’s Designated Representative (“GDR”) Information** | |
| **Program Name:** Choose an item. | |
| **Funding Source:** Choose an item. | |
| **Federal Award Number:** Choose an item. | |
| **GDR:** | |
| **GDR Address:** | |
| **GDR Contract Number:** | **GDR Contract Date:** |
| **Borrower(s) Information** | |
| **Borrower Name:** | |
| **Additional Borrower(s) Name(s):** | |
| **Borrower(s) Address:** | |
| **Borrower(s) City/State/Zip:** | |
| **Property’s Legal Description “Property”:** | |

This Subrogation Agreement (“Agreement”) is hereby entered into by and between the Borrower(s) and the General Land Office (“GLO”) and made effective as of the date of the last signature listed below. This Agreement shall be effective throughout the term of the Promissory Note executed between Borrower(s) and the GLO, as amended.

In consideration of Borrower(s)’ receipt of CDBG-DR Program benefits and/or the commitment by the GLO to provide CDBG-DR benefits to the Borrower(s) under the Program, Borrower(s) hereby assign to the GLO all of his, her, or their rights to reimbursement, and to all payments received, from any other program, insurance, or other source available to Borrower(s) for damage to the Property, as a result of the same Presidentially-declared disaster or disasters for which Borrower(s) receive CDBG-DR Program assistance in accordance with this Agreement, or as a result of any damage to the Property incurred after such disaster or disasters but before commencement of any work on the Property for which Program assistance is provided. Assigned funds may include but are not limited to: 1) reimbursement or relief program assistance related to or administered by the Federal Emergency Management Agency, the Small Business Administration, or any other source; and 2) payments received under any policy of insurance including, but not limited to, homeowner’s insurance, wind, flood, hazard, or any other type or casualty or property damage insurance.

Borrower(s) agree to assist and cooperate with the GLO should the GLO elect to pursue any claim Borrower(s) have for damage to the Property for which he, she, or they have received Program assistance. Borrower(s)’ assistance and cooperation shall include, but not be limited to, the following actions: allowing a lawsuit to be brought on behalf of the Borrower(s) and in the Borrower(s)’ name(s); participating in depositions; providing documentation relevant to the claim; producing relevant records and/or other evidence; testifying at trial; or any other form of assistance and cooperation reasonably requested by the GLO.

Upon request by the GLO, Borrower(s) agree to execute any additional documents and/or instruments that may further and better assign to the GLO the rights listed above. Borrower(s) agree to take or cause to be taken, all actions and to do, or cause to be done, all things requested by the GLO to maximize the effectiveness of terms and conditions of this Agreement.

Borrower(s) explicitly agree to permit the GLO to request, on his, her, or their behalf, any pertinent information related to this Agreement from any source with which Borrower(s) held a relevant insurance policy or any of the following agencies through which Borrower(s) applied or received funding: the Federal Emergency Management Agency, the Small Business Administration, or any other source. Borrower(s) understand that requested information includes any non-public or confidential information needed by the GLO to monitor and enforce its interest in the rights assigned under this Agreement. Borrower(s) hereby give consent to any and all above listed sources of information to release said requested information to the GLO upon the GLO’s request.

Borrower(s) agree that any receipt from any source of payment for damage to the Property for which Borrower(s) received CDBG-DR Program assistance shall be promptly forwarded to the GLO. The GLO shall maintain the right to recover these payments until they total the amount equal to funding provided to Borrower(s) under the Program. Once the GLO has recovered said amount, this Agreement shall no longer be legally effective.

Borrower(s) acknowledge that this Agreement does not impair his, her, or their mortgage lender’s rights under any Deed of Trust or Mortgage on the Property.

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

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| **Signatures** | |
| Under penalties of perjury, I certify that the information presented in this document is true and accurate to the best of my knowledge and belief. I further understand that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in my ineligibility to participate in this program or any other programs that will accept this document.  **Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.** | |
| **Borrower Name:** | **Date:** |
| **Borrower Signature:** |
| **Additional Borrower(s) Name(s):** | **Date:** |
| **Additional Borrower(s) Signature(s):** |
| **GDR Name:** | **Date:** |
| **GDR Signature**: |