

## **RLHP SUBROGATION AGREEMENT**

In consideration of the receipt by the undersigned applicant(s) of the Grant Amount under the Restore Louisiana Homeowner Assistance Program (the “**Program**”) being administered by the State of Louisiana, Division of Administration, Office of Community Development (the “**State**”), the applicant(s) hereby assigns to the State all of his and/or her future rights to reimbursement and all payments which may be received under any Federal Emergency Management Agency (“**FEMA**”) program, Small Business Administration (“**SBA**”) program, policy of flood, casualty or property damage insurance, nonprofit donations or grants, or any other funding, or from claims or causes of action applicant may have (“**Proceeds**”) related to physical damage to the Damaged Home (not including contents) caused by the Flood(s) that have not previously been included in the calculation of the Grant Amount. (Capitalized terms shall have the meanings given to them in the Grant Agreement(s) governing the Grant Amount executed by applicant(s) on the same day as this Subrogation Agreement (“**Agreement**”).

The State’s rights under this Agreement regarding Proceeds shall be subject to the following:

- A. If Proceeds are received by the applicant between the date of this Agreement and the date of the first disbursement of the Grant Amount, then the State shall re-calculate the Grant Amount by including such as a Duplication of Benefits in the grant calculation, and the State shall not have any right to receipt of such Proceeds, but the Grant Amount may be reduced.
- B. If Proceeds are received by the applicant after the date of the first disbursement of the Grant Amount, but before the final disbursement, then the applicant(s) must repay the State the difference between (i) the total amount of Program disbursements as of the date the Proceeds were received, and (ii) the total Grant Amount that would have been made if such Proceeds had been included in the State’s original Grant calculation.
- C. If Proceeds are received by the applicant after the date of the final disbursement of the Grant Amount, then the applicant(s) must turn over to the State the total amount of the Proceeds up to, but not exceeding, the Grant Amount.

Notwithstanding the foregoing, if Proceeds are received while the applicant(s) are in default under the Program, then the State can recover the amount of Proceeds up to the Grant Amount disbursed.

Applicant(s) agree to assist and cooperate with the State should the State elect to pursue any of the claims the applicant has or may have against any insurers for reimbursement under any policies insuring the Damaged Home or against others for physical damage to the Damaged Home. The applicant(s) assistance and cooperation shall include allowing suit to be brought in the name(s) of the applicant(s), giving depositions, providing documents, producing records and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the State.

If requested by the State, the applicant(s) agree to execute such further and additional documents and instruments as may be requested to further and better assign to the State the Proceeds or any insurance policies and/or any rights thereunder as contemplated by this Agreement, and to take, or cause

to be taken, all actions and to do, or cause to be done, all things requested by the State to consummate and make effective the purposes of this Agreement.

Applicant(s) agrees that any lawyer or claims adjuster representing the applicants in connection with Damaged Home are authorized and instructed to communicate with the State regarding the nature and status of claims and to share information with the State relating to the claims. The lawyer and claims professional shall protect the interest of the State in any proceeds resulting from the claim upon receipt of notice of this subrogation.

If the applicant(s) (or any lender holding a lien on the Damaged Home) hereafter receive any Proceeds for physical damage to the Damaged Home (not including contents), the applicant(s) agree to promptly pay such Proceeds to the State in accordance with the terms of this Agreement.

The applicant(s) acknowledge that this Agreement does not impair the rights of the applicant(s) mortgage lender as loss-payee under any deed of trust or mortgage on the Damaged Home.

In any proceeding to enforce this Agreement, the State shall be entitled to recover all costs of enforcement, including actual attorneys' fees.

**Warning: Any person who knowingly makes a false claim or statement to HUD or causes another to do so may be subject to civil or criminal penalties under 18 U.S.C. 2, 287, 1001 and 31 U.S.C. 3729.**

This Agreement is executed as of the dates set forth below.

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Applicant Signature

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Printed Name

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Date

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Applicant Signature

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Printed Name

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Date