



STATE OF MISSOURI CDBG-DR
SUBROGATION AND ASSIGNMENT AGREEMENT

IN EFFECT FOR GRANT(S):

DR-4317: B-18-DP-29-0001

DR-4451: B-19-DP-29-0001

SUBROGATION AND ASSIGNMENT AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this day of _____, 20____, by and between ("Applicant") and the ("Subrecipient").

1. Assignment Relating to Funds Received under CDBG-Disaster Recovery Program.

In consideration of Applicant's receipt of funds or the commitment by Subrecipient to evaluate Applicant's application for the receipt of funds under the CDBG Disaster Recovery Program (CDBG-DR) administered by Subrecipient; Applicant hereby assigns to Subrecipient all of Applicant's future rights to reimbursement and all payments received under any policy of casualty or property damage insurance (the "Policies"), or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA"), or the Small Business Administration ("SBA"), or any form of Duplication of Benefits (DOB), for physical damage to the Structure (defined below) that was the basis of the calculation of Applicant's award to the extent of the CDBG funds paid to Applicant under the Program. The proceeds or payments referred to in the preceding sentence, whether from insurance, FEMA or the SBA, shall be referred to herein as "Proceeds." The rights Applicant assigns are specific to the structure with respect to which CDBG funds were paid (the "Structure") which is described in Applicant's application with the Program arising out of physical damage to the Structure originally caused by weather related events of 2017 for which a Presidential Disaster Declaration was issued.

2. Cooperation and Further Documentation.

Applicant agrees to assist and cooperate with the Subrecipient should the Subrecipient 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 allowing suit to be brought in Applicant's name(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 Subrecipient. Applicant further agrees to assist and cooperate in the attainment and collection of any Proceeds that the Applicant would be entitled to under any applicable FEMA or SBA program as described above. If requested by the Subrecipient, Applicant agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Subrecipient, to the extent of the CDBG funds proceeds paid to Applicant under the Program, the Policies, the disaster relief funds from FEMA or SBA and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the

Subrecipient to consummate and make effective the purposes of this Agreement.

3. Authorization for Subrecipient to Contact Third Parties.

Applicant explicitly allows the Subrecipient to request of any company with which Applicant held property damage or flood insurance policies or FEMA or the SBA any non-public or confidential information needed by the Subrecipient to monitor/enforce its interest in the rights assigned to it under this Agreement and to give Applicant's consent to such company to release said information to the Subrecipient.

4. Agreement to Turn over Proceeds; Future Reassignment.

If Applicant (or any entity holding a lien on the Structure, except to the extent required by superior loan documents) hereafter receives any insurance payment or disaster relief or reimbursement funds for physical damage to the Structure (not including proceeds received to cover contents), Applicant agrees to promptly pay such amounts to the Subrecipient if Applicant received grant proceeds under the Program in an amount greater than the amount Applicant would have received if such insurance and/or disaster relief or reimbursement payment had been considered in the calculation of Applicant's award. Once the Subrecipient has recovered an amount equal to the grant proceeds paid to Applicant, the Subrecipient will reassign to Applicant any rights assigned to the Subrecipient pursuant to this Agreement.

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.

5. Certification

(a) Applicant represents that all statements and representations made by Applicant regarding Proceeds received by Applicant shall be true and correct as of this date.

(b) In any proceeding to enforce this Agreement, the Subrecipient shall be entitled to recover all costs of enforcement, including actual attorney's fees.

EXECUTED this day of _____, 20_____ .

Applicant _____
Co-Applicant _____

EXECUTED this day of _____, 20_____ .

SUBRECIPIENT:
Name: _____
Title: _____

If you or someone you know served in the U.S. Armed Forces, we encourage you to visit <http://veteranbenefits.mo.gov> or call (573) 751-3779 to learn about available resources.