



REBUILD NORTH CAROLINA HOUSING REHABILITATION SUBROGATION AGREEMENT

In consideration of the receipt by the undersigned Applicant(s) of the Grant Amount under the ReBuild NC Housing Recovery Program (the "Program") being administered by NCORR, the Applicant(s) hereby assigns to NCORR 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 NCORR'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 NCORR shall recalculate the Grant Amount by including such as a Duplication of Benefits in the grant calculation, and NCORR 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 NCORR 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 NCORR'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 NCORR 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 NCORR can recover the amount of Proceeds up to the Grant Amount disbursed.

Applicant(s) agree to assist and cooperate with NCORR should NCORR 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 County.

If requested by NCORR, the Applicant(s) agree to execute such further and additional documents and instruments as may be requested to further and better assign to NCORR 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 NCORR 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 NCORR regarding the nature and status of claims and to share information with NCORR 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 NCORR 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, NCORR shall be entitled to recover all costs of enforcement, including actual attorneys' fees.

Date

Date