

**BROKERAGE REGISTRATION AGREEMENT
FOR SPECIFIC IBERIABANK OWNED PROPERTY**

This Brokerage Registration Agreement (“Agreement”) dated this _____ day of _____, 201____, is made by and among _____ (“**Buyer**”), _____ (“**Broker**”) and IBERIABANK in its own capacity and as sole member of various subsidiaries (“**Seller**”).

RECITALS:

WHEREAS, Seller and its various subsidiaries own certain real property and improvements that Seller is marketing for sale to prospective purchasers;

WHEREAS, Seller is ___ is not___ (*choose one*) listing the Property (defined below) with a listing agent. If Seller is listing the Property, the listing agent is _____ (the “**Listing Agent**”).

WHEREAS, Broker is a real estate broker licensed under the laws of the State of Florida through _____ (“**Brokerage Firm**”), and both Broker and Brokerage Firm are in good standing with all governing agencies;

WHEREAS, Buyer and Broker (and/or Brokerage Firm) have entered into an exclusive real estate brokerage agreement whereby Broker has agreed to locate and show certain real property to Buyer and to negotiate the purchase of such real property on behalf of Buyer;

WHEREAS, Broker desires to show Buyer certain real property owned by Seller (or its subsidiary), which property is more particularly described as _____, located in _____, Florida (the “**Property**”);

WHEREAS, Broker desires to identify and register the Buyer with Seller so that, upon full satisfaction of the conditions set forth herein, Seller will pay Broker a commission if the Buyer successfully closes on the Property.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreements and undertakings that follow, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby state as follows:

1. **RECITALS:** The recitals set forth above are true and correct and are incorporated herein by reference.
2. **SELLER’S ACKNOWLEDGMENT.** Seller acknowledges and agrees that, subject to the terms and conditions set forth below, should Buyer successfully close on the Property during the Term (as defined below), Seller agrees to pay Broker a commission in the amount set forth in Section 5 below. Notwithstanding the foregoing, Broker shall not be entitled to a commission unless the conditions set forth in Section 5 and elsewhere in this Agreement have been fully satisfied in Seller’s sole and absolute discretion.
3. **TERM:** This term of this Agreement shall begin on the date this Agreement becomes fully executed and ends at 11:59 p.m. on the _____ day of _____, 201____ (“**Termination Date**”). If, prior to the Termination Date, Buyer enters into a contract with Seller to purchase the Property that is scheduled to close after the Termination Date (a “**Pending Contract**”), then this Agreement will continue in effect until the earlier of (i) the successful closing or termination of the Pending Contract, or (ii) ninety (90) days following the Termination Date.
4. **BROKER OBLIGATIONS AND AUTHORITY:** Broker and Buyer acknowledge and agree that Broker is the agent of Buyer only and is neither Seller’s agent nor a transactional agent. In consideration of Seller entering into this Agreement, Broker is authorized to and agrees to make earnest and continued efforts until this Agreement is terminated or expires, including by:
 - (a) Using Broker’s professional knowledge and skills in showing Buyer the Property.
 - (b) Assisting Buyer to enter into a contract for the Property.
 - (c) Registering the Buyer with Seller in accordance with Section 6 below prior to showing Buyer any additional properties owned by Seller.
 - (d) Discussing property requirements and assisting Buyer in locating and viewing suitable properties.

5. **COMPENSATION:** Buyer and Seller agree that Broker's compensation is earned if and only when, during the Term of this Agreement (as may be extended in accordance with Section 3 above), Buyer closes on the purchase of the Property and Seller receives all consideration due under the final sales contract, and the conditions set forth below have been satisfied (in Seller's sole and absolute discretion):
- Broker has fully performed each of its obligations under this Agreement.
 - The brokerage agreement between Buyer and Broker is still in full force and effect and has not expired or terminated, and a copy of the same is delivered to Seller prior to closing on the Property.
 - Broker properly registered the Buyer with Seller prior to Buyer viewing the Property or communicating with Seller regarding the Property.
 - As of the date of closing on the Property, Broker remains a real estate broker licensed under the laws of the State of Florida through the Brokerage Firm, and both Broker and Brokerage Firm are in good standing with all governing agencies.
 - No other brokers or brokerage firms claim a commission for showing the Property to Buyer (other than the Listing Agent, if any).
 - Broker has executed a Real Estate Broker's Release of Lien and Claims or similar document satisfactory to Seller (the "**Release**") with respect to any claim for compensation owed to the Broker as a result of the sale of the Property, and Broker shall have delivered to Seller a Release from any and all other brokers working with Broker as may be required by Seller.

Seller will be responsible for paying Broker the amount specified below but will be credited with any amount which Broker receives from Buyer or a real estate licensee who is working with Buyer.

Amount of Compensation: Seller agrees to pay Broker the following fee(s):

- (a) In the event Buyer purchases the Property during the Term of this Agreement, Seller shall pay to Broker a fee of _____% of the total purchase price, or a fixed sum of \$ _____ (*fill in only one*). Broker shall be responsible for all of Broker's costs associated with performing under this Agreement, showing the Property and closing on the Property, including but not limited to, paying any and all fees to other brokers (other than the Listing Agent, if any). Seller shall pay this fee at the time and from the proceeds of closing on the Property.
- (b) In the event the Buyer executes a lease of the Property during the term of this Agreement, Seller/landlord shall pay to Broker a leasing fee of _____% of the base rental amount of any such lease or the equivalent of one month's rent equal to \$ _____ (*fill in only one*). The fee shall be payable to Broker if and only when the Buyer/tenant delivers to Seller/landlord all amounts due and owing upon Buyer's occupancy of the Property.
6. **OTHER SELLER OWNED PROPERTIES.** If Broker desires to show Buyer other property owned by Seller, Broker may register Buyer for such other property(ies) and Broker shall be protected on such other properties, provided that, prior to (i) Broker showing Buyer such other property, and (ii) Buyer communicating with Seller regarding such other property, Buyer, Broker and Seller, enter into a separate Brokerage Registration Agreement or an addendum to this Agreement adding such other property to the scope of this Agreement.
7. **DISPUTE RESOLUTION:** This Agreement will be construed under Florida law. All disputes, controversies, claims and other matters in question between Broker and Seller and Buyer based on this Agreement or its breach will first be settled by arbitration administered by the American Arbitration Association in accordance with the Fast Track provisions under the Commercial Arbitration Rules.
8. **MISCELLANEOUS:** This Agreement is binding on Broker's, Seller's and Buyer's heirs, personal representatives, administrators, successors and assigns. Original signatures as well as initials and those sent electronically (via facsimile or electronic mail) referenced in any agreement or document shall be deemed an original and acceptable for all purposes and shall be binding. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party will be entitled to recover all costs and expenses, including court costs and reasonable attorneys' fees. Each person executing this Agreement represents and warrants that he has authority to sign this Agreement on behalf of himself and the entity for which he/she is signing, and that his/her signature binds himself/herself and/or said entity to the terms and provisions of this Agreement. The parties agree that the rights and obligations arising out of this Agreement include services that are personal in nature and the parties have agreed to enter this Agreement based on the unique specialties of the other party. As such, this Agreement may not be assigned to any third parties

without the non-assigning party's written consent; provided that either party may assign its interest in this Agreement to an entity that is controlled by such assigning party.

9. **ACKNOWLEDGEMENT AND MODIFICATIONS:** Broker, Seller and Buyer have read this Agreement and understand its contents. This Agreement cannot be changed except by written agreement signed by all parties.

10. ADDITIONAL CLAUSES:

DATE EXECUTED:

SELLER:

BY:

SIGNATURE

TAX ID/SSN:

PRINT NAME

If Corporation, or LLC, capacity of agent

Work Telephone:

Facsimile:

Address:

Mobile:

Email:

DATE EXECUTED:

BUYER:

BY:

SIGNATURE

TAX ID/SSN:

PRINT NAME

If Corporation, or LLC, capacity of agent

Home Telephone:

Work Telephone:

Facsimile:

Address:

Mobile:

Email:

DATE EXECUTED:

BROKER:

BY:

AUTHORIZED BROKER REPRESENTATIVE

AUTHORIZED SALES ASSOCIATE

Office Telephone:

Mobile Telephone:

Facsimile:

Office Address:

Email:

DPBR License #:

Copy returned to Buyer on the _____ day of _____, _____ by: __ personal delivery __ mail __ facsimile.