EXCLUSIVE RIGHT TO BUY BUYER AGENCY AGREEMENT

This EX	CLUSIVE I	BUYER AGENCY AGREEMENT (the "Agreement") by and between:
(the "Buyer"), and	d Dunes Mar	rketing Group, a division of The Byrne Corporation ("Dunes").
1. the purpose of Beaufort/Jasper (representin	Agency / Price or Price Range. Buyer hereby appoints Dunes as Buyer's exclusive agent for g Buyer in finding and buying real property in
2. conduct all negot received in any fois in effect.	iations for t	<u>exclusive Buyer Agency</u> . By appointing Dunes as Buyer's exclusive agent, Buyer agrees to the property described above in Section 1 through Dunes, and to refer to Dunes all inquiries obkers, salespersons, prospective sellers or any other source, during the time this Agreement
3.	<u>Term</u> . The	e term of this Agreement shall begin,200_ and shall continue through
4. pay Dunes a brok	Compensa cerage fee of	tion of Dunes. In consideration of the services to be performed by Dunes, Buyer agrees to% of or \$
Listing Broker, a	s agreed to the	nunes and Buyer have agreed that the brokerage fee shall be paid to Dunes totally from the prough the Listing Broker's offer to cooperate (i.e. MLS, flyers, etc.) S INITIALS HERE).
or found by the E lease or trade ent	Buyers thems ered into. Th	deemed earned when Buyer is under contract to purchase any property presented by Dunes elves. The term "purchase" in the Agreement shall include any purchase, option, exchange, its fee will be due and payable at closing or upon Buyer's default. If Buyer defaults, the total e been due to Dunes will be due and payable immediately in cash from the Buyer.
if property of the	e nature con y extensions	kerage fee described in this Section 4 shall be earned, due and payable to Dunes by the Buyer atemplated herein is purchased by the Buyer within 90 days after the termination of the thereof, if such property was introduced to the Buyer during the term of this Agreement by
through Dunes, in	such other p ncluding the	ntial Buyers. Buyer understands that other prospective purchasers may be represented by rospective purchasers may seek property, submit offers and contract to purchase property same or similar property as Buyer seeks to purchase. Buyer acknowledges, understands and on of other prospective purchasers by Dunes through its agents.
6.	Description	of Services. Dunes shall:
purchase through	the Multiple b. Sl	se professional knowledge and skills to locate real properties which may be available for Existing Service ("MLS") or any other source the agent may be aware of how real property to the Buyer that meets Buyer's needs. The purchase of real property which epiresent the Buyer throughout the entire transaction in the purchase of real property which
	may includ	e the following:
	(i) (ii	· • • • • • • • • • • • • • • • • • • •
		ii) Negotiate all details of the Purchase Agreement.
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DUNES MARKETING GROUP

persons (the "Seller") who wish to sell property. Such property is commonly known as a "Company Listing". If the Buyer wishes to view a Company Listing, Dunes may, with both Buyer's and Seller's consent, serve as a dual or designated agent, after Dunes fully discloses the consequences of dual or designated agency status. Since both Seller and Buyer have different interests to protect in the negotiation process, certain differences or conflicts may arise. Accordingly, Dunes will represent both the Buyer and the Seller only with their written consent. If the parties consent to dual or designated agency, the informed consent will be evidenced by a separate dual or designated agency agreement. If Buyer is asked (initial two): Permission to act as a dual agent will not be considered. Permission to act as a dual agent may be considered at the time Buyer is provided with information about the other party to a transaction. If Buyer agrees, Buyer will execute a separate Dual Agency Agreement. Permission to act as a designated agent will not be considered. Permission to act as a designated agent may be considered at the time Buyer is provided with information about the other party to a transaction. If Buyer agrees, Buyer will execute a separate Designated Agency Agreement. Agency Disclosure. Buyer acknowledges receiving an explanation of the types of agency relationships that are offered by Dunes and an Agency Disclosure Brochure at the first practical opportunity at which substantive contact occurred between Dunes and the Buyer. **BUYER'S INITIALS HERE)** Miscellaneous. No assignment of rights obtained for Buyer pursuant to this Agreement shall operate 9. to defeat any of Dune's rights under this Agreement. Buyer acknowledges that Dunes is being retained solely as a real estate agent and recommends that Buyer seek independent professional advice concerning the condition of the property and legal and tax matters. Buyer shall hold harmless and indemnify Dunes from any liability caused by latent, undisclosed, pre-existing conditions, if any, arising from property purchased by Buyer under this Agreement, including but not limited to, structural and/or mechanical deficiencies which existed up until the time of closing. The parties hereto shall not discriminate in regard to any prospective Seller because of the race, creed, color, sex, marital status, national origin, familial or handicapped status of such person. This Agreement constitutes the entire agreement between the parties relating to the subject thereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. In the event of litigation relating to enforcement of rights under this Agreement, the prevailing party shall be entitled to recover all litigation expenses, including attorney's fees and court costs, from the non-prevailing party. 10. Additional Provisions. IN WITNESS WHEREOF, this Agreement is hereby agreed to and duly executed. Date Witness: Buyer: Date Witness: Buyer: Dunes: **BROKER: Dunes Marketing Group** Post Office Box 21326 Date Hilton Head Island, SC 29925 **Dunes Marketing Group**

Possibility of Dual/Designated Agency. Buyer acknowledges that Dunes also enters into contracts with