

CONSULTANT AGREEMENT

This Contract constitutes an exclusive Agreement between the CLIENT and INTERVEST Corp. (IV). This contract shall bind the respective parties as follows:

CLIENT:

Authorized Name of Owner, General Partner or Limited Partner

Mailing Address

Contact Person's Name and Telephone Number

TERM: The services provided by IV commence on the date of the signed contract and conclude upon recovery of Client's Section 8 losses or 5 years from date, which ever shall occur first.

SERVICES: IV will exercise reasonable effort to research, examine and evaluate the properties identified below or as shown on the attached Addendum for the sole purpose of recovering financial losses that have resulted from participation in the Department of Housing and Urban Development (HUD) Section 8 Program.

FEE BASIS: For service provided, it is agreed that a contingency incentive fee of (35%) Thirty Five Percent or (50%) Fifty Percent of the total amount recovered from HUD (percentage to be determined and agreed upon by both parties after IV review, depending on the complexity of the case). All fees are due and payable to IV upon recovery. Absolutely no fee will be due IV until and unless there is a recovery of Client's losses.

SUCCESSORS IN INTEREST: In connection with any sale, loss of control or transfer of ownership of a property, Client shall request in writing the new entity to assume all obligations of Client under this letter agreement pertaining to such property, including, without limitation, Clients obligation to pay all compensation due IV and to fully cooperate with respect to, that property. Client shall nonetheless remain fully responsible for all compensation earned by IV as of the date of such transfer pursuant to this letter agreement with respect to such property.

POWER OF ATTORNEY: _____, General Partner, on behalf of _____, the Property, expressly appoints Special Power of Attorney to IV to act on behalf of the Partnership in all matters regarding the recovery of losses suffered by the Property or the Partnership due to inactions or actions by HUD and other associated Governmental entities. This Power of Attorney includes but is not limited to obtaining or negotiating all matters of the property/partnership including financial information, and is assigned all power and rights of the property/partnership in dealing with HUD or other associated Governmental entities.

CLIENT RESPONSIBILITIES: It will be the responsibility of the Client to provide IV and/or its representative's specific data for each property specified in this statement. The data will be provided prior to, and in sufficient time, for the services to be performed. It will also be the responsibility of the Client to inform IV of any additions, changes or correspondence with HUD.

APPLICABLE LAWS: This agreement has been executed in the State of Mississippi and shall be interpreted in accordance with the laws of the State of Mississippi.

WARRANTED AUTHORITY: In the event an agent or General Partner executes this agreement for on behalf of the Client, such agent and/or General Partner represents and warrants that he/it is fully authorized to execute this agreement on behalf of the Client.

THE PROPERTY:

Name of Property Section 8 Project Number

Location and mailing address of property

AGREED AND ACCEPTED THIS THE _____ DAY OF _____, 20 _____.

CLIENT:

INTERVEST Corp.

By: _____

By: _____