FORM 8-K
CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 15, 2011

NTS MORTGAGE INCOME FUND
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)
0-18550 (Commission file number)
61-1146077 (IRS Employer Identification No.)

10172 Linn Station Road
Louisville, Kentucky 40223
(Address of principal executive offices)

(502) 426-4800
(Registrant’s telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
Item 1.01. Entry into a Material Definitive Agreement.

In anticipation of the expiration on March 31, 2011 of that certain Services and Development Agreement dated as of January 1, 2009 between NTS Mortgage Income Fund (the “Fund”) and Residential Management Company, a Kentucky corporation (“Residential”)(as amended pursuant to that certain Services and Development Agreement, as amended by that certain First Amendment to Services and Development Agreement dated as of December 31, 2009, that Second Amendment to Services and Development Agreement dated as of March 31, 2010, that Third Amendment to Services and Development Agreement dated as of June 30, 2010, that Fourth Amendment to Services and Development Agreement dated as of September 30, 2010 and that Fifth Amendment to Services and Development Agreement dated as of December 31, 2010)(collectively, the “Agreement”), on March 15, 2011 the Fund and Residential entered into a (“Sixth Amendment”). The Sixth Amendment extends the term of the Agreement from March 31, 2011 until June 30, 2011. The Agreement supersedes and replaces all of the Fund’s previous property management agreements except for the Advisory Agreement between the Fund and NTS Advisory Corporation, which continues to remain in effect. Other than extending the term of the Agreement, the Sixth Amendment does not modify any other provisions of the Agreement and the calculation of compensation and expense reimbursements to be received by NTS remains the same.

Also, on March 15, 2011, the Audit Committee of the Fund received a letter from Residential and NTS Development Company, a Kentucky corporation (“NTS”), containing Residential’s and NTS’ agreement to defer payment of amounts due from the Fund evidenced by promissory notes, and to make advances to cover expenses of the Fund not otherwise evidenced by promissory notes as of March 10, 2011 through June 30, 2011. As of March 10, 2011, the Fund owed $6,431,966.44 to NTS and its affiliates. Unless Residential and NTS otherwise agree, any such advances shall exclude any principal repayments on the mortgage note owed by the Fund to PNC Bank, National Association. NTS and its affiliates have required the Fund and its subsidiaries to each month execute promissory notes evidencing the obligation to repay the deferred amounts and the advances from the prior month. Based on the Fund’s current budget, it is unlikely that the Fund and its subsidiaries will generate sufficient revenue to repay the promissory notes in full on a timely basis. The Fund intends to seek an extension of the maturity date for the notes or refinance the unpaid balance prior to the current maturity. There can be no assurance that an acceptable extension or refinancing of the promissory notes will be achieved prior to maturity, or at all.

On March 18, 2011, NTS Mortgage Income Fund (the “Fund”) and its wholly-owned subsidiaries NTS/Virginia Development Company (“NTS/Virginia”) and NTS/Lake Forest II Residential Corporation (“NTS/Lake Forest”) executed new promissory notes to consolidate all of the current promissory that are scheduled to expire on March 31, 2011.

The Fund executed two (2) 2011 Consolidated Promissory Notes, one in the amount of $775,031.48, made in favor of NTS Development Company (“NTS Development”) and one in the amount of $2,469.00 made in favor of Residential Management Company (“Residential”).
NTS/Virginia executed three (3) 2011 Consolidated Promissory Notes, one in the amount of $135,091.80 made in favor of NTS Development, one in the amount of $5,002,311.53 made in favor of Residential Management and one in the amount of $289,964.14 made in favor of NTS Financial Partnership.

NTS/Lake Forest executed two (2) 2011 Consolidated Promissory Notes, one in the amount of $5,378.09 made in favor of NTS Development and the other in the amount of $135,501.34 made in favor of Residential Management.

Orlando Lake Forest Joint Venture, a Florida joint venture in which the Fund has a 50% ownership interest executed two (2) 2011 Consolidated Promissory Notes, one in the amount of $25,182.17 made in favor of NTS Development and the other in the amount of $147,255.96 made in favor of Residential Management.

All of the 2011 Consolidated Promissory Notes are dated as of March 10, 2011 and expire on June 30, 2011 the new promissory notes do not modify any other terms or provisions of the original notes, which continue to remain in effect.

Based on the Fund’s current budget, it is unlikely that the Fund and its subsidiaries will generate sufficient revenue to repay the promissory notes in full on a timely basis. The Fund intends to seek an extension of the maturity date of the notes or refinance the unpaid balance prior to the current maturity date. There can be no assurance that an acceptable extension or refinancing of the promissory notes will be achieved prior to maturity, or at all.

Copies of the newly executed documents and promissory notes are attached to this Current Report on Form 8-K as Exhibits 10.1 – 10.11 and are incorporated in their entirety in this Item 1.01 disclosure by reference.
Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired: N/A
(b) Pro Forma Financial Information: N/A
(c) Shell Company Transactions: N/A
(d) Exhibits:
   
   10.1  Sixth Amendment to Services and Development Agreement
   10.2  Letter to the Audit Committee dated March 15, 2011
   10.3  2011 Consolidated Promissory Note dated as of March 10, 2011, made by NTS Mortgage Income Fund payable to NTS Development Company
   10.4  2011 Consolidated Promissory Note dated as of March 10, 2011, made by NTS Mortgage Income Fund payable to Residential Management Company
   10.5  2011 Consolidated Promissory Note dated as of March 10, 2011, made by NTS/Virginia Development Company payable to NTS Development Company
   10.6  2011 Consolidated Promissory Note dated as of March 10, 2011, made by NTS/Virginia Development Company payable to Residential Management Company
   10.7  2011 Consolidated Promissory Note dated as of March 10, 2011, made by NTS/Virginia Development Company payable to NTS Financial Partnership
   10.8  2011 Consolidated Promissory Note dated as of March 10, 2011, made by NTS/Lake Forest II Residential Corporation payable to NTS Development Company
   10.9  2011 Consolidated Promissory Note dated as of March 10, 2011, made by NTS/Lake Forest II Residential Corporation payable to Residential Management Company
   10.10 2011 Consolidated Promissory Note dated as of March 10, 2011, made by Orlando Lake Forest Joint Venture payable to NTS Development Company
   10.11 2011 Consolidated Promissory Note dated as of March 10, 2011, made by Orlando Lake Forest Joint Venture payable to Residential Management Company
SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

NTS MORTGAGE INCOME FUND,
a Delaware corporation

By:

[Signature]

Name: Gregory A. Wells
Title: Secretary/Treasurer/Chief Financial Officer
Date: March 18, 2011
SIXTH AMENDMENT TO
SERVICES AND DEVELOPMENT AGREEMENT

THIS SIXTH AMENDMENT TO SERVICES AND DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the 31st day of March, 2011, by and between NTS MORTGAGE INCOME FUND, a Delaware corporation (“Fund”), and RESIDENTIAL MANAGEMENT COMPANY, a Kentucky corporation (“Residential”).

RECATALS

A. Effective as of January 1, 2009, Fund and Residential entered into that certain Services and Development Agreement, as amended by that certain First Amendment to Services and Development Agreement dated as of December 31, 2009, that Second Amendment to Services and Development Agreement dated as of March 31, 2010, that Third Amendment to Services and Development Agreement dated as of June 30, 2010, that Fourth Amendment to Services and Development Agreement dated as of September 30, 2010 and that Fifth Amendment to Services and Development Agreement dated as of December 31, 2010 (collectively, the “Agreement”), which provided that Residential would manage, develop and operate the Fund’s real properties as set forth in the Agreement;

B. The Term of the Agreement was extended until March 31, 2011;

C. Fund and Residential now desire to further extend the Term of the Agreement through June 30, 2011, and to modify Section 2.2 thereof.

NOW, THEREFORE, in consideration of their mutual undertakings, IT IS AGREED by and between the parties hereto as follows:

1. As of the date of this Sixth Amendment, the Term of the Agreement is hereby extended through June 30, 2011.

2. Section 2.2 of the Agreement is hereby modified and amended to read as follows:

“Subject to Section 2.3 hereof, the term of this Agreement shall be for a period commencing on the effective date hereof and ending on June 30, 2011 (the “Term”).”

3. Section 2.3 of the Agreement is hereby amended and modified to read as follows:

“This Agreement may be renewed only by written agreement of both parties on or before the expiration of the Term.”

4. This Sixth Amendment may be signed in multiple counterparts, and, when counterparts are executed by all parties, such counterparts shall be deemed an original instrument.

5. The parties agree that except as expressly amended or modified above, the Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties have entered into this Fourth Amendment to Services and Development Agreement as of the date first written above.

FUND:

NTS MORTGAGE INCOME FUND, a Delaware corporation

By: [Signature]
    Brian P. Lavin
    President

RESIDENTIAL:

RESIDENTIAL MANAGEMENT COMPANY, a Kentucky corporation

By: [Signature]
    Gregory A. Wells
    Executive Vice President
March 15, 2011

To the Audit Committee of the Board of Directors of NTS Mortgage Income Fund (the “Audit Committee”):

NTS Development Company and Residential Management Company (collectively referred to herein as “NTS”) agree to defer amounts owed to them by the NTS Mortgage Income Fund or its subsidiaries (the “Fund”) as of March 10, 2011, and to permit any such amounts to accrue from the date of this agreement through June 30, 2011, other than as permitted by cash flows of the Fund. As of March 10, 2011, the Fund owed $6,431,966.44 to NTS and their affiliates.

NTS further agrees to advance to the Fund such monies as are reasonably necessary to cover any shortfalls for expenses incurred between March 10, 2011 and June 30, 2011, and for those expenses provided for in the Fund’s 2011-2012 Budget as approved by the Fund’s Board of Directors through June 30, 2011. Unless NTS otherwise agrees, any such advances shall exclude any principal repayments on the mortgage note owed by the Fund to PNC Bank, National Association.

The terms of any deferrals or advances from NTS will be presented to the Audit Committee for prior approval and may be documented through a promissory note or notes from the Fund to NTS or their affiliates which shall mature on June 30, 2011. Any amounts so deferred or advanced by NTS shall accrue interest at the same rate as the NTS cost of funds rate which is currently 5.34%.

NTS has the financial ability to allow such deferrals and advances and will provide evidence of such upon reasonable request of the Audit Committee.

[Signature]
J.D. Nichols
Chairman of NTS Development Company and Residential Management Company

[Signature]
Brian F. Lavin
President of NTS Development Company and Residential Management Company
WHEREAS, NTS DEVELOPMENT COMPANY, a Kentucky corporation having an address of 10172 Linn Station Road, Louisville, Kentucky, 40223 (the “Lender”) has made certain loans and advances to NTS MORTGAGE INCOME FUND, a Delaware corporation having an address of 10172 Linn Station Road, Louisville, Kentucky 40223 (the “Borrower”), which loans and advances are evidenced by the following promissory notes:

(a) that certain Consolidated 2010 Promissory Note dated December 10, 2010 made by Borrower payable to the order of Lender in the face principal amount of in the face principal amount of Seven Hundred Nineteen Thousand One Hundred Sixty Nine Dollars and Fifty Three Cents ($719,169.53) (“Note 2010”); and

(b) that certain Promissory Note dated January 10, 2011 made by Borrower payable to the order of Lender in the face principal amount of Twenty Nine Thousand Six Hundred Ninety Three Dollars and Twenty Eight Cents ($29,693.28) (“Note 2011-1”); and

(c) that certain Promissory Note dated February 10, 2011 made by Borrower payable to the order of Lender in the face principal amount of Thirteen Thousand Two Hundred Ninety Seven Dollars and Fifty Six Cents ($13,297.56) (“Note 2011-2”); and

Notes 2010, 2011-1 and 2011-2 are sometimes hereinafter referred to collectively as the “Notes.”

WHEREAS, Lender has made additional advances or loans to the Borrower during the month of March 2011 for payroll billings and overhead fees in the aggregate amount of Twelve Thousand Eight Hundred Seventy One Dollars and Eleven Cents ($12,871.11) (the “Advances”); and

WHEREAS, for the convenience of Borrower and Lender, the parties have agreed to consolidate the Notes in their entirety hereunder and to include the amount of the Advances in the principal balance due under this 2011 Consolidated Promissory Note, which consolidation shall in no manner constitute a repayment, satisfaction or novation of the indebtedness evidenced by the Notes;

NOW THEREFORE, Borrower makes and grants to Lender this 2011 Consolidated Promissory Note (the “Note”) under the following terms:

FOR VALUE RECEIVED, Borrower promises to pay to Lender, in lawful money of the United States of America in immediately available funds at its offices located at 10172 Linn Station Road, Louisville, Kentucky 40223, or at such other location as the Lender may designate from time to time, the principal sum of SEVEN HUNDRED SEVENTY FIVE THOUSAND
THIRTY ONE DOLLARS AND FORTY EIGHT CENTS ($775,031.48) (the “Loan”), together with interest accruing on the outstanding principal balance from the date hereof, as provided below:

1. **Interest Rate.** The principal balance of the Loan will bear interest at a fixed rate per annum (calculated on the basis of the actual number of days that principal is outstanding over a year of 360 days) equal to five and thirty-four one-hundredths percent (5.34%) per annum (the “Fixed Rate”).

   In no event will the rate of interest hereunder exceed the maximum rate allowed by law.

2. **Payment Terms.** Interest shall be due and payable commencing on the first day of each month beginning April 1, 2011 until June 30, 2011 on which date all outstanding principal and accrued interest shall be due and payable in full (the “Maturity Date”). Payments received will be applied to charges, fees and expenses (including attorneys’ fees), accrued interest and principal in any order the Lender may choose, in its sole discretion.

3. **Late Payments; Default Rate.** If a payment is more than 15 days late, the Borrower shall also pay to the Lender a late charge equal to 5% of the unpaid portion of the payment or $100, whichever is greater (the “Late Charge”). Such 15 day period shall not be construed in any way to extend the due date of any such payment. Upon maturity, whether by acceleration, demand or otherwise, and at the option of the Lender upon the occurrence of any Event of Default (as hereinafter defined) and during the continuance thereof, this Note shall bear interest at a rate per annum (calculated on the basis of the actual number of days that principal is outstanding over a year of 360 days) which shall be four percentage points (4%) in excess of the Fixed Rate in effect from time to time but not more than the maximum rate allowed by law (the “Default Rate”). The Default Rate shall continue to apply whether or not judgment shall be entered on this Note. Both the Late Charge and the Default Rate are imposed as liquidated damages for the purpose of defraying the Lender’s expenses incident to the handling of delinquent payments, but are in addition to, and not in lieu of, the Lender’s exercise of any rights and remedies hereunder, under the Loan Documents or under applicable law, and any fees and expenses of any agents or attorneys which the Lender may employ. In addition, the Default Rate reflects the increased credit risk to the Lender of carrying a loan that is in default. The Borrower agrees that the Late Charge and Default Rate are reasonable forecasts of just compensation for anticipated and actual harm incurred by the Lender, and that the actual harm incurred by the Lender cannot be estimated with certainty and without difficulty.

4. **Prepayment.** The indebtedness evidenced by this Note may be prepaid in whole or in part at any time without penalty or premium.

5. **Events of Default.** The occurrence of any of the following events will be deemed to be an “Event of Default” under this Note:

   (i) Borrower fails to make any payment when due hereunder, or fails to otherwise comply with any term or provision of this Note, and such failure is not cured within any applicable cure period or fails to comply;
(ii) The filing by or against Borrower of any proceeding in bankruptcy, receivership, insolvency, reorganization, liquidation, conservatorship or similar proceeding (and, in the case of any such proceeding instituted against any Obligor, such proceeding is not dismissed or stayed within 30 days of the commencement thereof);

(iii) Any assignment by Borrower for the benefit of creditors, or any levy, garnishment, attachment or similar proceeding is instituted against any property of Borrower;

(iv) A judgment or judgments are entered against Borrower, Borrower defaults in the payment of any other debts or there is a material adverse change in the financial condition of Borrower, or the Lender in good faith believes the prospects for repayment of this Note have been impaired; and

(v) Any material statement made to the Lender about Borrower, or about Borrower’s financial condition, or about any collateral securing this Note is false or misleading.

Upon the occurrence of an Event of Default: (a) in an Event of Default specified in clauses (ii) or (iii) above shall occur, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder shall be immediately due and payable without demand or notice of any kind; (b) if any other Event of Default shall occur, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder, at the option of the Lender and without demand or notice of any kind may be accelerated and become immediately due and payable; (c) at the option of the Lender, this Note will bear interest at the Default Rate from the date of the occurrence of the Event of Default; and (d) the Lender may exercise from time to time any of the rights and remedies available to the Lender under applicable law.

6. Indemnity. The Borrower agrees to indemnify each of the Lender, each legal entity, if any, who controls, is controlled by or is under common control with the Lender, and each of their respective directors, officers and employees (the "Indemnified Parties"), and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Borrower), in connection with or arising out of or relating to the matters referred to in this Note whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Borrower, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party’s gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Note, payment of any amounts hereunder and the assignment of any rights hereunder. The Borrower may participate at its expense in the defense of any such action or claim.
7. Miscellaneous. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("Notices") must be in writing (except as may be agreed otherwise above with respect to borrowing requests) and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party’s address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this section. No delay or omission on the Lender’s part to exercise any right or power arising hereunder will impair any such right or power. The Lender’s rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Lender may have under other agreements, at law or in equity. No modification, amendment or waiver of, or consent to any departure by the Borrower from, any provision of this Note will be effective unless made in a writing signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. The Borrower agrees to pay on demand, to the extent permitted by law, all costs and expenses incurred by the Lender in the enforcement of its rights in this Note and in any security therefor, including without limitation reasonable fees and expenses of the Lender’s counsel. If any provision of this Note is found to be invalid, illegal or unenforceable in any respect by a court, all the other provisions of this Note will remain in full force and effect. The Borrower and all other makers and indorsers of this Note hereby forever waive presentment, protest, notice of dishonor and notice of non-payment. The Borrower also waives all defenses based on suretyship or impairment of collateral. If this Notice is executed by more than one Borrower, the obligations of such persons or entities hereunder will be joint and several. This Note shall bind the Borrower and its heirs, executors, administrators, successors and assigns, and the benefits hereof shall inure to the benefit of the Lender and its successors and assigns; provided, however, that the Borrower may not assign this Note in whole or in part without the Lender’s written consent and the Lender at any time may assign this Note in whole or in part.

This Note has been delivered to and accepted by the Lender and will be deemed to be made in the State where the Lender’s office indicated above is located. This Note will be interpreted and the rights and liabilities of the Lender and the Borrower determined in accordance with the laws of the State where the Lender’s office indicated above is located, excluding its conflict of laws rules. The Borrower hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the county or judicial district where the Lender’s office indicated above is located; provided that nothing contained in this Note will prevent the Lender from bringing any action, enforcing any award or judgment or exercising any rights against the Borrower individually, against any security or against any property of the Borrower within any other county, state or other foreign or domestic jurisdiction. The Borrower acknowledges and agrees that the venue provided above is the most convenient forum for both the Lender and the Borrower. The Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Note.
8. **Waiver of Jury Trial.** The Borrower irrevocably waives any and all right it may have to a trial by jury in any action, proceeding or claim of any nature relating to this Note, any documents executed in connection with this Notice or any transaction contemplated in any of such documents. The Borrower acknowledges that the foregoing waiver is knowing and voluntary.

The Borrower acknowledges that it has read and understands all of the provisions of this Note, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof by an authorized officer of Borrower, with the intent to be legally bound hereby.

LENDER:

**NTS DEVELOPMENT COMPANY,**

a Kentucky corporation

By: [Signature]
Name: Brian F. Lavin
Title: President and Chief Executive Officer

BORROWER:

**NTS MORTGAGE INCOME FUND,**

a Delaware corporation

By: [Signature]
Name: Gregory A. Wells
Title: Secretary/Treasurer/Chief Financial Officer
2011
CONSOLIDATED
PROMISSORY NOTE

$2,469.00
Louisville, Kentucky
March 10, 2011

WHEREAS, RESIDENTIAL MANAGEMENT COMPANY, a Kentucky corporation having an address of 10172 Linn Station Road, Louisville, Kentucky, 40223 (the “Lender”) has made certain loans and advances to NTS MORTGAGE INCOME FUND, a Delaware corporation having an address of 10172 Linn Station Road, Louisville, Kentucky 40223 (the “Borrower”), which loans and advances are evidenced by that certain Consolidated 2010 Promissory Note dated December 10, 2010 made by Borrower payable to the order of Lender in the face principal amount of Two Thousand One Hundred Seventy Two Dollars and No Cents ($2,172.00) (“Note 2010”); and

WHEREAS, Lender has made additional advances or loans to the Borrower during the months of January – March 2011 for payroll billings and overhead fees in the aggregate amount of Two Hundred Ninety Seven Dollars and No Cents ($297.00) (the “Advances”); and

WHEREAS, for the convenience of Borrower and Lender, the parties have agreed to consolidate Note 2010 in its entirety hereunder and to include the amount of the Advances in the principal balance due under this 2011 Consolidated Promissory Note, which consolidation shall in no manner constitute a repayment, satisfaction or novation of the indebtedness evidenced by Note 2010;

NOW THEREFORE, Borrower makes and grants to Lender this 2011 Consolidated Promissory Note (the “Note”) under the following terms:

FOR VALUE RECEIVED, Borrower promises to pay to Lender, in lawful money of the United States of America in immediately available funds at its offices located at 10172 Linn Station Road, Louisville, Kentucky 40223, or at such other location as the Lender may designate from time to time, the principal sum of TWO THOUSAND FOUR HUNDRED SIXTY NINE DOLLARS AND NO CENTS ($2,469.00) (the “Loan”), together with interest accruing on the outstanding principal balance from the date hereof, as provided below:

1. Interest Rate. The principal balance of the Loan will bear interest at a fixed rate per annum (calculated on the basis of the actual number of days that principal is outstanding over a year of 360 days) equal to five and thirty-four one-hundredths percent (5.34%) per annum (the “Fixed Rate”).

In no event will the rate of interest hereunder exceed the maximum rate allowed by law.

2. Payment Terms. Interest shall be due and payable commencing on the first day of each month beginning April 1, 2011 until June 30, 2011 on which date all outstanding principal and accrued interest shall be due and payable in full (the “Maturity Date”). Payments received
will be applied to charges, fees and expenses (including attorneys’ fees), accrued interest and principal in any order the Lender may choose, in its sole discretion.

3. **Late Payments; Default Rate.** If a payment is more than 15 days late, the Borrower shall also pay to the Lender a late charge equal to 5% of the unpaid portion of the payment or $100, whichever is greater (the “Late Charge”). Such 15 day period shall not be construed in any way to extend the due date of any such payment. Upon maturity, whether by acceleration, demand or otherwise, and at the option of the Lender upon the occurrence of any Event of Default (as hereinafter defined) and during the continuance thereof, this Note shall bear interest at a rate per annum (calculated on the basis of the actual number of days that principal is outstanding over a year of 360 days) which shall be four percentage points (4%) in excess of the Fixed Rate in effect from time to time but not more than the maximum rate allowed by law (the “Default Rate”). The Default Rate shall continue to apply whether or not judgment shall be entered on this Note. Both the Late Charge and the Default Rate are imposed as liquidated damages for the purpose of defraying the Lender’s expenses incident to the handling of delinquent payments, but are in addition to, and not in lieu of, the Lender’s exercise of any rights and remedies hereunder, under the Loan Documents or under applicable law, and any fees and expenses of any agents or attorneys which the Lender may employ. In addition, the Default Rate reflects the increased credit risk to the Lender of carrying a loan that is in default. The Borrower agrees that the Late Charge and Default Rate are reasonable forecasts of just compensation for anticipated and actual harm incurred by the Lender, and that the actual harm incurred by the Lender cannot be estimated with certainty and without difficulty.

4. **Prepayment.** The indebtedness evidenced by this Note may be prepaid in whole or in part at any time without penalty or premium.

5. **Events of Default.** The occurrence of any of the following events will be deemed to be an “Event of Default” under this Note:

(i) Borrower fails to make any payment when due hereunder, or fails to otherwise comply with any term or provision of this Note, and such failure is not cured within any applicable cure period or fails to comply;

(ii) The filing by or against Borrower of any proceeding in bankruptcy, receivership, insolvency, reorganization, liquidation, conservatorship or similar proceeding (and, in the case of any such proceeding instituted against any Obligor, such proceeding is not dismissed or stayed within 30 days of the commencement thereof);

(iii) Any assignment by Borrower for the benefit of creditors, or any levy, garnishment, attachment or similar proceeding is instituted against any property of Borrower;

(iv) A judgment or judgments are entered against Borrower, Borrower defaults in the payment of any other debts or there is a material adverse change in the financial condition of Borrower, or the Lender in good faith believes the prospects for repayment of this Note have been impaired; and
(v) Any material statement made to the Lender about Borrower, or about Borrower’s financial condition, or about any collateral securing this Note is false or misleading.

Upon the occurrence of an Event of Default: (a) in an Event of Default specified in clauses (ii) or (iii) above shall occur, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder shall be immediately due and payable without demand or notice of any kind; (b) if any other Event of Default shall occur, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder, at the option of the Lender and without demand or notice of any kind may be accelerated and become immediately due and payable; (c) at the option of the Lender, this Note will bear interest at the Default Rate from the date of the occurrence of the Event of Default; and (d) the Lender may exercise from time to time any of the rights and remedies available to the Lender under applicable law.

6. **Indemnity.** The Borrower agrees to indemnify each of the Lender, each legal entity, if any, who controls, is controlled by or is under common control with the Lender, and each of their respective directors, officers and employees (the “Indemnified Parties”), and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Borrower), in connection with or arising out of or relating to the matters referred to in this Note whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Borrower, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party’s gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Note, payment of any amounts hereunder and the assignment of any rights hereunder. The Borrower may participate at its expense in the defense of any such action or claim.

7. **Miscellaneous.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder (“Notices”) must be in writing (except as may be agreed otherwise above with respect to borrowing requests) and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party’s address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this section. No delay or omission on the Lender’s part to exercise any right or power arising hereunder will impair any such right or power. The Lender’s rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Lender may have under other agreements, at law or in equity. No modification, amendment or waiver
of, or consent to any departure by the Borrower from, any provision of this Note will be effective unless made in a writing signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. The Borrower agrees to pay on demand, to the extent permitted by law, all costs and expenses incurred by the Lender in the enforcement of its rights in this Note and in any security therefor, including without limitation reasonable fees and expenses of the Lender’s counsel. If any provision of this Note is found to be invalid, illegal or unenforceable in any respect by a court, all the other provisions of this Note will remain in full force and effect. The Borrower and all other makers and indorsers of this Note hereby forever waive presentment, protest, notice of dishonor and notice of non-payment. The Borrower also waives all defenses based on suretyship or impairment of collateral. If this Notice is executed by more than one Borrower, the obligations of such persons or entities hereunder will be joint and several. This Note shall bind the Borrower and its heirs, executors, administrators, successors and assigns, and the benefits hereof shall inure to the benefit of the Lender and its successors and assigns; provided, however, that the Borrower may not assign this Note in whole or in part without the Lender’s written consent and the Lender at any time may assign this Note in whole or in part.

This Note has been delivered to and accepted by the Lender and will be deemed to be made in the State where the Lender’s office indicated above is located. This Note will be interpreted and the rights and liabilities of the Lender and the Borrower determined in accordance with the laws of the State where the Lender’s office indicated above is located, excluding its conflict of laws rules. The Borrower hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the county or judicial district where the Lender’s office indicated above is located; provided that nothing contained in this Note will prevent the Lender from bringing any action, enforcing any award or judgment or exercising any rights against the Borrower individually, against any security or against any property of the Borrower within any other county, state or other foreign or domestic jurisdiction. The Borrower acknowledges and agrees that the venue provided above is the most convenient forum for both the Lender and the Borrower. The Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Note.

8. **Waiver of Jury Trial.** The Borrower irrevocably waives any and all right it may have to a trial by jury in any action, proceeding or claim of any nature relating to this Note, any documents executed in connection with this Notice or any transaction contemplated in any of such documents. The Borrower acknowledges that the foregoing waiver is knowing and voluntary.

The Borrower acknowledges that it has read and understands all of the provisions of this Note, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.
WITNESS the due execution hereof by an authorized officer of Borrower, with the intent to be legally bound hereby.

LENDER:

RESIDENTIAL MANAGEMENT COMPANY,
a Kentucky corporation

By: [Signature]
Name: Brian F. Lavin
Title: President

BORROWER:

NTS MORTGAGE INCOME FUND,
a Delaware corporation

By: [Signature]
Name: Gregory A. Wells
Title: Secretary/Treasurer/Chief Financial Officer
2011
CONSOLIDATED
PROMISSORY NOTE

$135,091.80

WHEREAS, NTS DEVELOPMENT COMPANY, a Kentucky corporation having an address of 10172 Linn Station Road, Louisville, Kentucky, 40223 (the “Lender”) has made certain loans and advances to NTS/VIRGINIA DEVELOPMENT COMPANY, a Virginia corporation having an address of 10172 Linn Station Road, Louisville, Kentucky 40223 (the “Borrower”), which loans and advances are evidenced by that certain Consolidated 2010 Promissory Note dated December 10, 2010 made by Borrower payable to the order of Lender in the face principal amount of One Hundred Thirty One Thousand Twenty Four Dollars and Ten Cents ($131,024.10) (“Note 2010”); and

WHEREAS, Lender has made additional advances or loans to the Borrower during the months of January – March 2011 for payroll billing and overhead fees in the aggregate amount of Four Thousand Sixty Seven Dollars and Seventy Cents ($4,067.70) (the “Advances”); and

WHEREAS, for the convenience of Borrower and Lender, the parties have agreed to consolidate Note 2010 in its entirety hereunder and to include the amount of the Advances in the principal balance due under this 2011 Consolidated Promissory Note, which consolidation shall in no manner constitute a repayment, satisfaction or novation of the indebtedness evidenced by the Notes;

NOW THEREFORE, Borrower makes and grants to Lender this 2011 Consolidated Promissory Note (the “Note”) under the following terms:

FOR VALUE RECEIVED, Borrower promises to pay to Lender, in lawful money of the United States of America in immediately available funds at its offices located at 10172 Linn Station Road, Louisville, Kentucky 40223, or at such other location as the Lender may designate from time to time, the principal sum of ONE HUNDRED THIRTY FIVE THOUSAND NINETY ONE DOLLARS AND EIGHTY CENTS ($135,091.80) (the “Loan”), together with interest accruing on the outstanding principal balance from the date hereof, as provided below:

1. **Interest Rate.** The principal balance of the Loan will bear interest at a fixed rate per annum (calculated on the basis of the actual number of days that principal is outstanding over a year of 360 days) equal to five and thirty-four one-hundredths percent (5.34%) per annum (the “Fixed Rate”).

   In no event will the rate of interest hereunder exceed the maximum rate allowed by law.

2. **Payment Terms.** Interest shall be due and payable commencing on the first day of each month beginning April 1, 2011 until June 30, 2011 on which date all outstanding principal and accrued interest shall be due and payable in full (the “Maturity Date”). Payments received
will be applied to charges, fees and expenses (including attorneys’ fees), accrued interest and principal in any order the Lender may choose, in its sole discretion.

3. **Late Payments; Default Rate.** If a payment is more than 15 days late, the Borrower shall also pay to the Lender a late charge equal to 5% of the unpaid portion of the payment or $100, whichever is greater (the “Late Charge”). Such 15 day period shall not be construed in any way to extend the due date of any such payment. Upon maturity, whether by acceleration, demand or otherwise, and at the option of the Lender upon the occurrence of any Event of Default (as hereinafter defined) and during the continuance thereof, this Note shall bear interest at a rate per annum (calculated on the basis of the actual number of days that principal is outstanding over a year of 360 days) which shall be four percentage points (4%) in excess of the Fixed Rate in effect from time to time but not more than the maximum rate allowed by law (the “Default Rate”). The Default Rate shall continue to apply whether or not judgment shall be entered on this Note. Both the Late Charge and the Default Rate are imposed as liquidated damages for the purpose of defraying the Lender’s expenses incident to the handling of delinquent payments, but are in addition to, and not in lieu of, the Lender’s exercise of any rights and remedies hereunder, under the Loan Documents or under applicable law, and any fees and expenses of any agents or attorneys which the Lender may employ. In addition, the Default Rate reflects the increased credit risk to the Lender of carrying a loan that is in default. The Borrower agrees that the Late Charge and Default Rate are reasonable forecasts of just compensation for anticipated and actual harm incurred by the Lender, and that the actual harm incurred by the Lender cannot be estimated with certainty and without difficulty.

4. **Prepayment.** The indebtedness evidenced by this Note may be prepaid in whole or in part at any time without penalty or premium.

5. **Events of Default.** The occurrence of any of the following events will be deemed to be an “Event of Default” under this Note:

   (i) Borrower fails to make any payment when due hereunder, or fails to otherwise comply with any term or provision of this Note, and such failure is not cured within any applicable cure period or fails to comply;

   (ii) The filing by or against Borrower of any proceeding in bankruptcy, receivership, insolvency, reorganization, liquidation, conservatorship or similar proceeding (and, in the case of any such proceeding instituted against any Obligor, such proceeding is not dismissed or stayed within 30 days of the commencement thereof);

   (iii) Any assignment by Borrower for the benefit of creditors, or any levy, garnishment, attachment or similar proceeding is instituted against any property of Borrower;

   (iv) A judgment or judgments are entered against Borrower, Borrower defaults in the payment of any other debts or there is a material adverse change in the financial condition of Borrower, or the Lender in good faith believes the prospects for repayment of this Note have been impaired; and

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(v) Any material statement made to the Lender about Borrower, or about Borrower’s financial condition, or about any collateral securing this Note is false or misleading.

Upon the occurrence of an Event of Default: (a) in an Event of Default specified in clauses (ii) or (iii) above shall occur, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder shall be immediately due and payable without demand or notice of any kind; (b) if any other Event of Default shall occur, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder, at the option of the Lender and without demand or notice of any kind may be accelerated and become immediately due and payable; (c) at the option of the Lender, this Note will bear interest at the Default Rate from the date of the occurrence of the Event of Default; and (d) the Lender may exercise from time to time any of the rights and remedies available to the Lender under applicable law.

6. Indemnity. The Borrower agrees to indemnify each of the Lender, each legal entity, if any, who controls, is controlled by or is under common control with the Lender, and each of their respective directors, officers and employees (the “Indemnified Parties”), and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Borrower), in connection with or arising out of or relating to the matters referred to in this Note whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Borrower, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party’s gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Note, payment of any amounts hereunder and the assignment of any rights hereunder. The Borrower may participate at its expense in the defense of any such action or claim.

7. Miscellaneous. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder (“Notices”) must be in writing (except as may be agreed otherwise above with respect to borrowing requests) and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party’s address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this section. No delay or omission on the Lender’s part to exercise any right or power arising hereunder will impair any such right or power. The Lender’s rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Lender may have under other agreements, at law or in equity. No modification, amendment or waiver
of, or consent to any departure by the Borrower from, any provision of this Note will be effective unless made in a writing signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. The Borrower agrees to pay on demand, to the extent permitted by law, all costs and expenses incurred by the Lender in the enforcement of its rights in this Note and in any security therefor, including without limitation reasonable fees and expenses of the Lender’s counsel. If any provision of this Note is found to be invalid, illegal or unenforceable in any respect by a court, all the other provisions of this Note will remain in full force and effect. The Borrower and all other makers and endorsers of this Note hereby forever waive presentment, protest, notice of dishonor and notice of non-payment. The Borrower also waives all defenses based on suretyship or impairment of collateral. If this Notice is executed by more than one Borrower, the obligations of such persons or entities hereunder will be joint and several. This Note shall bind the Borrower and its heirs, executors, administrators, successors and assigns, and the benefits hereof shall inure to the benefit of the Lender and its successors and assigns; provided, however, that the Borrower may not assign this Note in whole or in part without the Lender’s written consent and the Lender at any time may assign this Note in whole or in part.

This Note has been delivered to and accepted by the Lender and will be deemed to be made in the State where the Lender’s office indicated above is located. **This Note will be interpreted and the rights and liabilities of the Lender and the Borrower determined in accordance with the laws of the State where the Lender’s office indicated above is located, excluding its conflict of laws rules.** The Borrower hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the county or judicial district where the Lender’s office indicated above is located; provided that nothing contained in this Note will prevent the Lender from bringing any action, enforcing any award or judgment or exercising any rights against the Borrower individually, against any security or against any property of the Borrower within any other county, state or other foreign or domestic jurisdiction. The Borrower acknowledges and agrees that the venue provided above is the most convenient forum for both the Lender and the Borrower. The Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Note.

8. **Waiver of Jury Trial.** The Borrower irrevocably waives any and all right it may have to a trial by jury in any action, proceeding or claim of any nature relating to this Note, any documents executed in connection with this Notice or any transaction contemplated in any of such documents. The Borrower acknowledges that the foregoing waiver is knowing and voluntary.

The Borrower acknowledges that it has read and understands all of the provisions of this Note, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.
WITNESS the due execution hereof by an authorized officer of Borrower, with the intent to be legally bound hereby.

LENDER:

NTS DEVELOPMENT COMPANY,

a Kentucky corporation

By: [Signature]
Name: Brian F. Lavin
Title: President and Chief Executive Officer

BORROWER:

NTS/VIRGINIA DEVELOPMENT COMPANY,

a Virginia corporation

By: [Signature]
Name: Gregory A. Wells
Title: Executive Vice President
2011
CONSOLIDATED
PROMISSORY NOTE

$5,002,311.53

Louisville, Kentucky
March 10, 2011

WHEREAS, RESIDENTIAL MANAGEMENT COMPANY, a Kentucky corporation having an address of 10172 Linn Station Road, Louisville, Kentucky, 40223 (the “Lender”) has made certain loans and advances to

NTS/VIRGINIA DEVELOPMENT COMPANY, a Virginia corporation having an address of 10172 Linn Station Road, Louisville, Kentucky 40223 (the “Borrower”), which loans and advances are evidenced by the following promissory notes:

(a) that certain Consolidated 2010 Promissory Note dated December 10, 2010 made by Borrower payable to the order of Lender in the face principal amount of Four Million Eight Hundred Ninety Six Thousand Two Hundred Fifty Three Dollars and Fifty Five Cents ($4,896,253.55) (“Note 2010”); and

(b) that certain Promissory Note dated January 10, 2011 made by Borrower payable to the order of Lender in the face principal amount of Seventy Eight Thousand Three Hundred Ninety Dollars and Thirty Four Cents ($78,390.34) (“Note 2011-1”); and

(c) that certain Promissory Note dated February 10, 2011 made by Borrower payable to the order of Lender in the face principal amount of Eight Three Thousand Nine Hundred Sixty Seven Dollars and Eighty Cents ($83,967.80) (“Note 2011-2”); and

Notes 2010, 2011-1 and 2011-2 are sometimes hereinafter referred to collectively as the “Notes.”

WHEREAS, Lender has made additional advances or loans to the Borrower, and the Borrower has received certain credits from the Lender during the months of February – March 2011 for payroll billings and overhead fees in the aggregate amount of Twenty Seven Thousand Six Hundred Sixty Seven Dollars and Sixty Four Cents ($27,667.64) (the “Advances”); and

WHEREAS, for the convenience of Borrower and Lender, the parties have agreed to consolidate the Notes in their entirety hereunder and to include the amount of the Advances in the principal balance due under this 2011 Consolidated Promissory Note, which consolidation shall in no manner constitute a repayment, satisfaction or novation of the indebtedness evidenced by the Notes;

NOW THEREFORE, Borrower makes and grants to Lender this 2011 Consolidated Promissory Note (the “Note”) under the following terms:

FOR VALUE RECEIVED, Borrower promises to pay to Lender, in lawful money of the United States of America in immediately available funds at its offices located at 10172 Linn Station Road, Louisville, Kentucky 40223, or at such other location as the Lender may designate from time to time, the principal sum of FIVE MILLION TWO THOUSAND THREE
HUNDRED ELEVEN DOLLARS AND FIFTY THREE CENTS ($5,002,311.53) (the “Loan”),
together with interest accruing on the outstanding principal balance from the date hereof, as
provided below:

1. **Interest Rate.** The principal balance of the Loan will bear interest at a fixed rate
   per annum (calculated on the basis of the actual number of days that principal is outstanding over
   a year of 360 days) equal to five and thirty-four one-hundredths percent (5.34%) per annum (the
   “Fixed Rate”).

   In no event will the rate of interest hereunder exceed the maximum rate allowed by law.

2. **Payment Terms.** Interest shall be due and payable commencing on the first day of
   each month beginning April 1, 2011 until June 30, 2011 on which date all outstanding principal
   and accrued interest shall be due and payable in full (the “Maturity Date”). Payments received
   will be applied to charges, fees and expenses (including attorneys’ fees), accrued interest and
   principal in any order the Lender may choose, in its sole discretion.

3. **Late Payments; Default Rate.** If a payment is more than 15 days late, the
   Borrower shall also pay to the Lender a late charge equal to 5% of the unpaid portion of the
   payment or $100, whichever is greater (the “Late Charge”). Such 15 day period shall not be
   construed in any way to extend the due date of any such payment. Upon maturity, whether by
   acceleration, demand or otherwise, and at the option of the Lender upon the occurrence of any
   Event of Default (as hereinafter defined) and during the continuance thereof, this Note shall bear
   interest at a rate per annum (calculated on the basis of the actual number of days that principal is
   outstanding over a year of 360 days) which shall be four percentage points (4%) in excess of the
   Fixed Rate in effect from time to time but not more than the maximum rate allowed by law (the
   “Default Rate”). The Default Rate shall continue to apply whether or not judgment shall be
   entered on this Note. Both the Late Charge and the Default Rate are imposed as liquidated
   damages for the purpose of defraying the Lender’s expenses incident to the handling of
   delinquent payments, but are in addition to, and not in lieu of, the Lender’s exercise of any rights
   and remedies hereunder, under the Loan Documents or under applicable law, and any fees and
   expenses of any agents or attorneys which the Lender may employ. In addition, the Default Rate
   reflects the increased credit risk to the Lender of carrying a loan that is in default. The Borrower
   agrees that the Late Charge and Default Rate are reasonable forecasts of just compensation for
   anticipated and actual harm incurred by the Lender, and that the actual harm incurred by the
   Lender cannot be estimated with certainty and without difficulty.

4. **Prepayment.** The indebtedness evidenced by this Note may be prepaid in whole
   or in part at any time without penalty or premium.

5. **Events of Default.** The occurrence of any of the following events will be deemed
   to be an “Event of Default” under this Note:

   (i) Borrower fails to make any payment when due hereunder, or fails to
       otherwise comply with any term or provision of this Note, and such failure is not cured within
       any applicable cure period or fails to comply;
(ii) The filing by or against Borrower of any proceeding in bankruptcy, receivership, insolvency, reorganization, liquidation, conservatorship or similar proceeding (and, in the case of any such proceeding instituted against any Obligor, such proceeding is not dismissed or stayed within 30 days of the commencement thereof);

(iii) Any assignment by Borrower for the benefit of creditors, or any levy, garnishment, attachment or similar proceeding is instituted against any property of Borrower;

(iv) A judgment or judgments are entered against Borrower, Borrower defaults in the payment of any other debts or there is a material adverse change in the financial condition of Borrower, or the Lender in good faith believes the prospects for repayment of this Note have been impaired; and

(v) Any material statement made to the Lender about Borrower, or about Borrower’s financial condition, or about any collateral securing this Note is false or misleading.

Upon the occurrence of an Event of Default: (a) in an Event of Default specified in clauses (ii) or (iii) above shall occur, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder shall be immediately due and payable without demand or notice of any kind; (b) if any other Event of Default shall occur, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder, at the option of the Lender and without demand or notice of any kind may be accelerated and become immediately due and payable; (c) at the option of the Lender, this Note will bear interest at the Default Rate from the date of the occurrence of the Event of Default; and (d) the Lender may exercise from time to time any of the rights and remedies available to the Lender under applicable law.

6. Indemnity. The Borrower agrees to indemnify each of the Lender, each legal entity, if any, who controls, is controlled by or is under common control with the Lender, and each of their respective directors, officers and employees (the “Indemnified Parties”), and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Borrower), in connection with or arising out of or relating to the matters referred to in this Note whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Borrower, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party’s gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Note, payment of any amounts hereunder and the assignment of any rights hereunder. The Borrower may participate at its expense in the defense of any such action or claim.
7. **Miscellaneous.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("Notices") must be in writing (except as may be agreed otherwise above with respect to borrowing requests) and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party’s address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this section. No delay or omission on the Lender’s part to exercise any right or power arising hereunder will impair any such right or power. The Lender’s rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Lender may have under other agreements, at law or in equity. No modification, amendment or waiver of, or consent to any departure by the Borrower from, any provision of this Note will be effective unless made in a writing signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. The Borrower agrees to pay on demand, to the extent permitted by law, all costs and expenses incurred by the Lender in the enforcement of its rights in this Note and in any security therefor, including without limitation reasonable fees and expenses of the Lender’s counsel. If any provision of this Note is found to be invalid, illegal or unenforceable in any respect by a court, all the other provisions of this Note will remain in full force and effect. The Borrower and all other makers and indorsers of this Note hereby forever waive presentment, protest, notice of dishonor and notice of non-payment. The Borrower also waives all defenses based on suretyship or impairment of collateral. If this Notice is executed by more than one Borrower, the obligations of such persons or entities hereunder will be joint and several. This Note shall bind the Borrower and its heirs, executors, administrators, successors and assigns, and the benefits hereof shall inure to the benefit of the Lender and its successors and assigns; provided, however, that the Borrower may not assign this Note in whole or in part without the Lender’s written consent and the Lender at any time may assign this Note in whole or in part.

This Note has been delivered to and accepted by the Lender and will be deemed to be made in the State where the Lender’s office indicated above is located. This Note will be interpreted and the rights and liabilities of the Lender and the Borrower determined in accordance with the laws of the State where the Lender’s office indicated above is located, excluding its conflict of laws rules. The Borrower hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the county or judicial district where the Lender’s office indicated above is located; provided that nothing contained in this Note will prevent the Lender from bringing any action, enforcing any award or judgment or exercising any rights against the Borrower individually, against any security or against any property of the Borrower within any other county, state or other foreign or domestic jurisdiction. The Borrower acknowledges and agrees that the venue provided above is the most convenient forum for both the Lender and the Borrower. The Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Note.

8. **Waiver of Jury Trial.** The Borrower irrevocably waives any and all right it may have to a trial by jury in any action, proceeding or claim of any nature relating to this
Note, any documents executed in connection with this Notice or any transaction contemplated in any of such documents. The Borrower acknowledges that the foregoing waiver is knowing and voluntary.

The Borrower acknowledges that it has read and understands all of the provisions of this Note, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof by an authorized officer of Borrower, with the intent to be legally bound hereby.

LENDER:

RESIDENTIAL MANAGEMENT COMPANY,
a Kentucky corporation

By: [Signature]
Name: Brian F. Lavin
Title: President

BORROWER:

NTS/VIRGINIA DEVELOPMENT COMPANY,
a Virginia corporation

By: [Signature]
Name: Gregory A. Wells
Title: Executive Vice President
2011
CONSOLIDATED
PROMISSORY NOTE

$289,964.14
Louisville, Kentucky
March 10, 2011

WHEREAS, NTS FINANCIAL PARTNERSHIP, a Kentucky general partnership having an address of 10172 Linn Station Road, Louisville, Kentucky, 40223 (the "Lender") has made certain loans and advances to NTS/VIRGINIA DEVELOPMENT COMPANY, a Virginia corporation having an address of 10172 Linn Station Road, Louisville, Kentucky 40223 (the "Borrower"), which loans and advances are evidenced by the following promissory notes:

(a) that certain Consolidated 2010 Promissory Note dated December 10, 2010 made by Borrower payable to the order of Lender in the face principal amount of Twenty Five Thousand Seven Hundred Dollars and No Cents ($25,700.00) ("Note 2010"); and

(b) that certain Promissory Note dated January 10, 2011 made by Borrower payable to the order of Lender in the face principal amount of One Hundred Seven Thousand Seven Hundred Twenty Five Dollars and No Cents ($107,725.00) ("Note 2011-1"); and

(c) that certain Promissory Note dated February 10, 2011 made by Borrower payable to the order of Lender in the face principal amount of Ninety Two Thousand Dollars and No Cents ($92,000.00) ("Note 2011-2"); and

Notes 2010, 2011-1 and 2011-2 are sometimes hereinafter referred to collectively as the "Notes."

WHEREAS, the Lender has made additional advances or loans to the Borrower during the months of February – March 2011 for payroll billings and overhead fees in an aggregate amount of Sixty Four Thousand Five Hundred Thirty Nine Dollars and Fourteen Cents ($64,539.14) (the "Advances") due to the Lender; and

WHEREAS, for the convenience of Borrower and Lender, the parties have agreed to consolidate the Notes in their entirety hereunder and to include the amount of the Advances in the principal balance due under this 2011 Consolidated Promissory Note, which consolidation shall in no manner constitute a repayment, satisfaction or novation of the indebtedness evidenced by the Notes;

NOW THEREFORE, Borrower makes and grants to Lender this 2011 Consolidated Promissory Note (the "Note") under the following terms:

FOR VALUE RECEIVED, Borrower promises to pay to Lender, in lawful money of the United States of America in immediately available funds at its offices located at 10172 Linn Station Road, Louisville, Kentucky 40223, or at such other location as the Lender may designate from time to time, the principal sum of TWO HUNDRED EIGHTY NINE THOUSAND NINE HUNDRED SIXTY FOUR DOLLARS AND FOURTEEN CENTS ($289,964.14) (the "Loan"),
together with interest accruing on the outstanding principal balance from the date hereof, as provided below:

1. Interest Rate. The principal balance of the Loan will bear interest at a fixed rate per annum (calculated on the basis of the actual number of days that principal is outstanding over a year of 360 days) equal to five and thirty-four one-hundredths percent (5.34%) per annum (the "Fixed Rate").

In no event will the rate of interest hereunder exceed the maximum rate allowed by law.

2. Payment Terms. Interest shall be due and payable commencing on the first day of each month beginning April 1, 2011 until June 30, 2011 on which date all outstanding principal and accrued interest shall be due and payable in full (the "Maturity Date"). Payments received will be applied to charges, fees and expenses (including attorneys' fees), accrued interest and principal in any order the Lender may choose, in its sole discretion.

3. Late Payments; Default Rate. If a payment is more than 15 days late, the Borrower shall also pay to the Lender a late charge equal to 5% of the unpaid portion of the payment or $100, whichever is greater (the "Late Charge"). Such 15 day period shall not be construed in any way to extend the due date of any such payment. Upon maturity, whether by acceleration, demand or otherwise, and at the option of the Lender upon the occurrence of any Event of Default (as hereinafter defined) and during the continuance thereof, this Note shall bear interest at a rate per annum (calculated on the basis of the actual number of days that principal is outstanding over a year of 360 days) which shall be four percentage points (4%) in excess of the Fixed Rate in effect from time to time but not more than the maximum rate allowed by law (the "Default Rate"). The Default Rate shall continue to apply whether or not judgment shall be entered on this Note. Both the Late Charge and the Default Rate are imposed as liquidated damages for the purpose of defraying the Lender's expenses incident to the handling of delinquent payments, but are in addition to, and not in lieu of, the Lender's exercise of any rights and remedies hereunder, under the Loan Documents or under applicable law, and any fees and expenses of any agents or attorneys which the Lender may employ. In addition, the Default Rate reflects the increased credit risk to the Lender of carrying a loan that is in default. The Borrower agrees that the Late Charge and Default Rate are reasonable forecasts of just compensation for anticipated and actual harm incurred by the Lender, and that the actual harm incurred by the Lender cannot be estimated with certainty and without difficulty.

4. Prepayment. The indebtedness evidenced by this Note may be prepaid in whole or in part at any time without penalty or premium.

5. Events of Default. The occurrence of any of the following events will be deemed to be an "Event of Default" under this Note:

(i) Borrower fails to make any payment when due hereunder, or fails to otherwise comply with any term or provision of this Note, and such failure is not cured within any applicable cure period or fails to comply;
(ii) The filing by or against Borrower of any proceeding in bankruptcy, receivership, insolvency, reorganization, liquidation, conservatorship or similar proceeding (and, in the case of any such proceeding instituted against any Obligor, such proceeding is not dismissed or stayed within 30 days of the commencement thereof);

(iii) Any assignment by Borrower for the benefit of creditors, or any levy, garnishment, attachment or similar proceeding is instituted against any property of Borrower;

(iv) A judgment or judgments are entered against Borrower, Borrower defaults in the payment of any other debts or there is a material adverse change in the financial condition of Borrower, or the Lender in good faith believes the prospects for repayment of this Note have been impaired; and

(v) Any material statement made to the Lender about Borrower, or about Borrower’s financial condition, or about any collateral securing this Note is false or misleading.

Upon the occurrence of an Event of Default: (a) in an Event of Default specified in clauses (ii) or (iii) above shall occur, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder shall be immediately due and payable without demand or notice of any kind; (b) if any other Event of Default shall occur, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder, at the option of the Lender and without demand or notice of any kind may be accelerated and become immediately due and payable; (c) at the option of the Lender, this Note will bear interest at the Default Rate from the date of the occurrence of the Event of Default; and (d) the Lender may exercise from time to time any of the rights and remedies available to the Lender under applicable law.

6. Indemnity. The Borrower agrees to indemnify each of the Lender, each legal entity, if any, who controls, is controlled by or is under common control with the Lender, and each of their respective directors, officers and employees (the “Indemnified Parties”), and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Borrower), in connection with or arising out of or relating to the matters referred to in this Note whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Borrower, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party’s gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Note, payment of any amounts hereunder and the assignment of any rights hereunder. The Borrower may participate at its expense in the defense of any such action or claim.
7. **Miscellaneous.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("Notices") must be in writing (except as may be agreed otherwise above with respect to borrowing requests) and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party’s address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this section. No delay or omission on the Lender’s part to exercise any right or power arising hereunder will impair any such right or power. The Lender’s rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Lender may have under other agreements, at law or in equity. No modification, amendment or waiver of, or consent to any departure by the Borrower from, any provision of this Note will be effective unless made in a writing signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. The Borrower agrees to pay on demand, to the extent permitted by law, all costs and expenses incurred by the Lender in the enforcement of its rights in this Note and in any security therefor, including without limitation reasonable fees and expenses of the Lender’s counsel. If any provision of this Note is found to be invalid, illegal or unenforceable in any respect by a court, all the other provisions of this Note will remain in full force and effect. The Borrower and all other makers and indorsers of this Note hereby forever waive presentment, protest, notice of dishonor and notice of non-payment. The Borrower also waives all defenses based on suretyship or impairment of collateral. If this Notice is executed by more than one Borrower, the obligations of such persons or entities hereunder will be joint and several. This Note shall bind the Borrower and its heirs, executors, administrators, successors and assigns, and the benefits hereof shall inure to the benefit of the Lender and its successors and assigns; provided, however, that the Borrower may not assign this Note in whole or in part without the Lender’s written consent and the Lender at any time may assign this Note in whole or in part.

This Note has been delivered to and accepted by the Lender and will be deemed to be made in the State where the Lender’s office indicated above is located. **This Note will be interpreted and the rights and liabilities of the Lender and the Borrower determined in accordance with the laws of the State where the Lender’s office indicated above is located, excluding its conflict of laws rules.** The Borrower hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the county or judicial district where the Lender’s office indicated above is located; provided that nothing contained in this Note will prevent the Lender from bringing any action, enforcing any award or judgment or exercising any rights against the Borrower individually, against any security or against any property of the Borrower within any other county, state or other foreign or domestic jurisdiction. The Borrower acknowledges and agrees that the venue provided above is the most convenient forum for both the Lender and the Borrower. The Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Note.

8. **Waiver of Jury Trial.** The Borrower irrevocably waives any and all right it may have to a trial by jury in any action, proceeding or claim of any nature relating to this Note, any documents executed in connection with this Notice or any transaction
contemplated in any of such documents. The Borrower acknowledges that the foregoing waiver is knowing and voluntary.

The Borrower acknowledges that it has read and understands all of the provisions of this Note, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof by an authorized officer of Borrower, with the intent to be legally bound hereby.

LENDER:

NTS FINANCIAL PARTNERSHIP,  
a Kentucky general partnership

By: NTS Capital Corporation, General Partner

By:  
Name: Brian F. Lavin  
Title: President and Chief Executive Officer

BORROWER:

NTS/VIRGINIA DEVELOPMENT COMPANY,  
a Virginia corporation

By:  
Name: Gregory A. Wells  
Title: Executive Vice President
$5,378.09

Louisville, Kentucky
March 10, 2011

WHEREAS, NTS DEVELOPMENT COMPANY, a Kentucky corporation having an address of 10172 Linn Station Road, Louisville, Kentucky, 40223 (the "Lender") has made certain loans and advances to NTS/LAKE FOREST II RESIDENTIAL CORPORATION, a Kentucky corporation having an address of 10172 Linn Station Road, Louisville, Kentucky 40223 (the "Borrower"), which loans and advances are evidenced by that certain Consolidated 2010 Promissory Note dated December 31, 2010 made by Borrower payable to the order of Lender in the face principal amount of Five Thousand Two Hundred Ninety Nine Dollars and Nine Cents ($5,299.09) ("Note 2010"); and

WHEREAS, Lender has made additional advances or loans to the Borrower during the months of January – March 2011 for payroll billings and overhead fees in the aggregate amount of Seventy Nine Dollars and No Cents ($79.00) (the "Advances"); and

WHEREAS, for the convenience of Borrower and Lender, the parties have agreed to consolidate Note 2010 in its entirety hereunder and to include the amount of the Advances in the principal balance due under this 2011 Consolidated Promissory Note, which consolidation shall in no manner constitute a repayment, satisfaction or novation of the indebtedness evidenced by Note 2010;

NOW THEREFORE, Borrower makes and grants to Lender this 2011 Consolidated Promissory Note (the "Note") under the following terms:

FOR VALUE RECEIVED, Borrower promises to pay to Lender, in lawful money of the United States of America in immediately available funds at its offices located at 10172 Linn Station Road, Louisville, Kentucky 40223, or at such other location as the Lender may designate from time to time, the principal sum of FIVE THOUSAND THREE HUNDRED SEVENTY EIGHT DOLLARS AND NINE CENTS ($5,378.09) (the "Loan"), together with interest accruing on the outstanding principal balance from the date hereof, as provided below:

1. **Interest Rate.** The principal balance of the Loan will bear interest at a fixed rate per annum (calculated on the basis of the actual number of days that principal is outstanding over a year of 360 days) equal to five and thirty-four one-hundredths percent (5.34%) per annum (the "Fixed Rate").

   In no event will the rate of interest hereunder exceed the maximum rate allowed by law.

2. **Payment Terms.** Interest shall be due and payable commencing on the first day of each month beginning April 1, 2011 until June 30, 2011 on which date all outstanding
principal and accrued interest shall be due and payable in full (the “Maturity Date”). Payments received will be applied to charges, fees and expenses (including attorneys’ fees), accrued interest and principal in any order the Lender may choose, in its sole discretion.

3. **Late Payments; Default Rate.** If a payment is more than 15 days late, the Borrower shall also pay to the Lender a late charge equal to 5% of the unpaid portion of the payment or $100, whichever is greater (the “Late Charge”). Such 15 day period shall not be construed in any way to extend the due date of any such payment. Upon maturity, whether by acceleration, demand or otherwise, and at the option of the Lender upon the occurrence of any Event of Default (as hereinafter defined) and during the continuance thereof, this Note shall bear interest at a rate per annum (calculated on the basis of the actual number of days that principal is outstanding over a year of 360 days) which shall be four percentage points (4%) in excess of the Fixed Rate in effect from time to time but not more than the maximum rate allowed by law (the “Default Rate”). The Default Rate shall continue to apply whether or not judgment shall be entered on this Note. Both the Late Charge and the Default Rate are imposed as liquidated damages for the purpose of defraying the Lender’s expenses incident to the handling of delinquent payments, but are in addition to, and not in lieu of, the Lender’s exercise of any rights and remedies hereunder, under the Loan Documents or under applicable law, and any fees and expenses of any agents or attorneys which the Lender may employ. In addition, the Default Rate reflects the increased credit risk to the Lender of carrying a loan that is in default. The Borrower agrees that the Late Charge and Default Rate are reasonable forecasts of just compensation for anticipated and actual harm incurred by the Lender, and that the actual harm incurred by the Lender cannot be estimated with certainty and without difficulty.

4. **Prepayment.** The indebtedness evidenced by this Note may be prepaid in whole or in part at any time without penalty or premium.

5. **Events of Default.** The occurrence of any of the following events will be deemed to be an “Event of Default” under this Note:

   (i) Borrower fails to make any payment when due hereunder, or fails to otherwise comply with any term or provision of this Note, and such failure is not cured within any applicable cure period or fails to comply;

   (ii) The filing by or against Borrower of any proceeding in bankruptcy, receivership, insolvency, reorganization, liquidation, conservatorship or similar proceeding (and, in the case of any such proceeding instituted against any Obligor, such proceeding is not dismissed or stayed within 30 days of the commencement thereof);

   (iii) Any assignment by Borrower for the benefit of creditors, or any levy, garnishment, attachment or similar proceeding is instituted against any property of Borrower;

   (iv) A judgment or judgments are entered against Borrower, Borrower defaults in the payment of any other debts or there is a material adverse change in the financial condition of Borrower, or the Lender in good faith believes the prospects for repayment of this Note have been impaired; and
(v) Any material statement made to the Lender about Borrower, or about Borrower’s financial condition, or about any collateral securing this Note is false or misleading.

Upon the occurrence of an Event of Default: (a) in an Event of Default specified in clauses (ii) or (iii) above shall occur, the outstanding principal balance and accrued interest hereunder with any additional amounts payable hereunder shall be immediately due and payable without demand or notice of any kind; (b) if any other Event of Default shall occur, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder, at the option of the Lender and without demand or notice of any kind may be accelerated and become immediately due and payable; (c) at the option of the Lender, this Note will bear interest at the Default Rate from the date of the occurrence of the Event of Default; and (d) the Lender may exercise from time to time any of the rights and remedies available to the Lender under applicable law.

6. Indemnity. The Borrower agrees to indemnify each of the Lender, each legal entity, if any, who controls, is controlled by or is under common control with the Lender, and each of their respective directors, officers and employees (the “Indemnified Parties”), and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Borrower), in connection with or arising out of or relating to the matters referred to in this Note whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Borrower, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party’s gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Note, payment of any amounts hereunder and the assignment of any rights hereunder. The Borrower may participate at its expense in the defense of any such action or claim.

7. Miscellaneous. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder (“Notices”) must be in writing (except as may be agreed otherwise above with respect to borrowing requests) and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party’s address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this section. No delay or omission on the Lender’s part to exercise any right or power arising hereunder will impair any such right or power. The Lender’s rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Lender may have under other agreements, at law or in equity. No modification, amendment or waiver
of, or consent to any departure by the Borrower from, any provision of this Note will be effective unless made in a writing signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. The Borrower agrees to pay on demand, to the extent permitted by law, all costs and expenses incurred by the Lender in the enforcement of its rights in this Note and in any security therefor, including without limitation reasonable fees and expenses of the Lender’s counsel. If any provision of this Note is found to be invalid, illegal or unenforceable in any respect by a court, all the other provisions of this Note will remain in full force and effect. The Borrower and all other makers and indorsers of this Note hereby forever waive presentment, protest, notice of dishonor and notice of non-payment. The Borrower also waives all defenses based on suretyship or impairment of collateral. If this Notice is executed by more than one Borrower, the obligations of such persons or entities hereunder will be joint and several. This Note shall bind the Borrower and its heirs, executors, administrators, successors and assigns, and the benefits hereof shall inure to the benefit of the Lender and its successors and assigns; provided, however, that the Borrower may not assign this Note in whole or in part without the Lender’s written consent and the Lender at any time may assign this Note in whole or in part.

This Note has been delivered to and accepted by the Lender and will be deemed to be made in the State where the Lender’s office indicated above is located. This Note will be interpreted and the rights and liabilities of the Lender and the Borrower determined in accordance with the laws of the State where the Lender's office indicated above is located, excluding its conflict of laws rules. The Borrower hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the county or judicial district where the Lender’s office indicated above is located; provided that nothing contained in this Note will prevent the Lender from bringing any action, enforcing any award or judgment or exercising any rights against the Borrower individually, against any security or against any property of the Borrower within any other county, state or other foreign or domestic jurisdiction. The Borrower acknowledges and agrees that the venue provided above is the most convenient forum for both the Lender and the Borrower. The Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Note.

8. Waiver of Jury Trial. The Borrower irrevocably waives any and all right it may have to a trial by jury in any action, proceeding or claim of any nature relating to this Note, any documents executed in connection with this Notice or any transaction contemplated in any of such documents. The Borrower acknowledges that the foregoing waiver is knowing and voluntary.

The Borrower acknowledges that it has read and understands all of the provisions of this Note, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.
WITNESS the due execution hereof by an authorized officer of Borrower, with the intent to be legally bound hereby.

LENDER:

NTS DEVELOPMENT COMPANY,
a Kentucky corporation

By: [Signature]
Name: Brian F. Lavitt
Title: President and Chief Executive Officer

BORROWER:

NTS/LAKE FOREST II RESIDENTIAL CORPORATION, a Kentucky corporation

By: [Signature]
Name: Gregory A. Wells
Title: Executive Vice President
WHEREAS, RESIDENTIAL MANAGEMENT COMPANY, a Kentucky corporation having an address of 10172 Linn Station Road, Louisville, Kentucky, 40223 (the “Lender”) has made certain loans and advances to NTS/LAKE FOREST II RESIDENTIAL CORPORATION, a Kentucky corporation having an address of 10172 Linn Station Road, Louisville, Kentucky 40223 (the “Borrower”), which loans and advances are evidenced by that certain Consolidated 2010 Promissory Note dated December 31, 2010 made by Borrower payable to the order of Lender in the face principal amount of One Hundred Thirty Two Thousand Forty Seven Dollars and Fifty Five Cents ($132,047.55) (“Note 2010”); and

WHEREAS, Lender has made additional advances or loans to the Borrower during the months of December 2010 – March 2011 for payroll billings and overhead fees in the aggregate amount of Three Thousand Four Hundred Fifty Three Dollars and Seventy Nine Cents ($3,453.79) (the “Advances”); and

WHEREAS, for the convenience of Borrower and Lender, the parties have agreed to consolidate Note 2010 in its entirety hereunder and to include the amount of the Advances in the principal due under this 2011 Consolidated Promissory Note, which consolidation shall in no manner constitute a repayment, satisfaction or novation of the indebtedness evidenced by Note 2010;

NOW THEREFORE, Borrower makes and grants to Lender this 2011 Consolidated Promissory Note (the “Note”) under the following terms:

FOR VALUE RECEIVED, Borrower promises to pay to Lender, in lawful money of the United States of America in immediately available funds at its offices located at 10172 Linn Station Road, Louisville, Kentucky 40223, or at such other location as the Lender may designate from time to time, the principal sum of ONE HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED ONE DOLLARS AND THIRTY FOUR CENTS ($135,501.34) (the “Loan”), together with interest accruing on the outstanding principal balance from the date hereof, as provided below:

1. **Interest Rate.** The principal balance of the Loan will bear interest at a fixed rate per annum (calculated on the basis of the actual number of days that principal is outstanding over a year of 360 days) equal to five and thirty-four one-hundredths percent (5.34%) per annum (the “Fixed Rate”).

In no event will the rate of interest hereunder exceed the maximum rate allowed by law.
2. **Payment Terms.** Interest shall be due and payable commencing on the first day of each month beginning April 1, 2011 until June 30, 2011 on which date all outstanding principal and accrued interest shall be due and payable in full (the "Maturity Date"). Payments received will be applied to charges, fees and expenses (including attorneys' fees), accrued interest and principal in any order the Lender may choose, in its sole discretion.

3. **Late Payments; Default Rate.** If a payment is more than 15 days late, the Borrower shall also pay to the Lender a late charge equal to 5% of the unpaid portion of the payment or $100, whichever is greater (the "Late Charge"). Such 15 day period shall not be construed in any way to extend the due date of any such payment. Upon maturity, whether by acceleration, demand or otherwise, and at the option of the Lender upon the occurrence of any Event of Default (as hereinafter defined) and during the continuance thereof, this Note shall bear interest at a rate per annum (calculated on the basis of the actual number of days that principal is outstanding over a year of 360 days) which shall be four percentage points (4%) in excess of the Fixed Rate in effect from time to time but not more than the maximum rate allowed by law (the "Default Rate"). The Default Rate shall continue to apply whether or not judgment shall be entered on this Note. Both the Late Charge and the Default Rate are imposed as liquidated damages for the purpose of defraying the Lender’s expenses incident to the handling of delinquent payments, but are in addition to, and not in lieu of, the Lender’s exercise of any rights and remedies hereunder, under the Loan Documents or under applicable law, and any fees and expenses of any agents or attorneys which the Lender may employ. In addition, the Default Rate reflects the increased credit risk to the Lender of carrying a loan that is in default. The Borrower agrees that the Late Charge and Default Rate are reasonable forecasts of just compensation for anticipated and actual harm incurred by the Lender, and that the actual harm incurred by the Lender cannot be estimated with certainty and without difficulty.

4. **Prepayment.** The indebtedness evidenced by this Note may be prepaid in whole or in part at any time without penalty or premium.

5. **Events of Default.** The occurrence of any of the following events will be deemed to be an "Event of Default" under this Note:

   (i) Borrower fails to make any payment when due hereunder, or fails to otherwise comply with any term or provision of this Note, and such failure is not cured within any applicable cure period or fails to comply;

   (ii) The filing by or against Borrower of any proceeding in bankruptcy, receivership, insolvency, reorganization, liquidation, conservatorship or similar proceeding (and, in the case of any such proceeding instituted against any Obligor, such proceeding is not dismissed or stayed within 30 days of the commencement thereof);

   (iii) Any assignment by Borrower for the benefit of creditors, or any levy, garnishment, attachment or similar proceeding is instituted against any property of Borrower;

   (iv) A judgment or judgments are entered against Borrower, Borrower defaults in the payment of any other debts or there is a material adverse change in the financial condition.
of Borrower, or the Lender in good faith believes the prospects for repayment of this Note have been impaired; and

(v) Any material statement made to the Lender about Borrower, or about Borrower's financial condition, or about any collateral securing this Note is false or misleading.

Upon the occurrence of an Event of Default: (a) in an Event of Default specified in clauses (ii) or (iii) above shall occur, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder shall be immediately due and payable without demand or notice of any kind; (b) if any other Event of Default shall occur, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder, at the option of the Lender and without demand or notice of any kind may be accelerated and become immediately due and payable; (c) at the option of the Lender, this Note will bear interest at the Default Rate from the date of the occurrence of the Event of Default; and (d) the Lender may exercise from time to time any of the rights and remedies available to the Lender under applicable law.

6. **Indemnity.** The Borrower agrees to indemnify each of the Lender, each legal entity, if any, who controls, is controlled by or is under common control with the Lender, and each of their respective directors, officers and employees (the "Indemnified Parties"), and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Borrower), in connection with or arising out of or relating to the matters referred to in this Note whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Borrower, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Note, payment of any amounts hereunder and the assignment of any rights hereunder. The Borrower may participate at its expense in the defense of any such action or claim.

7. **Miscellaneous.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("Notices") must be in writing (except as may be agreed otherwise above with respect to borrowing requests) and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party's address as set forth
above or to such other address as any party may give to the other for such purpose in accordance with this section. No delay or omission on the Lender’s part to exercise any right or power arising hereunder will impair any such right or power. The Lender’s rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Lender may have under other agreements, at law or in equity. No modification, amendment or waiver of, or consent to any departure by the Borrower from, any provision of this Note will be effective unless made in a writing signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. The Borrower agrees to pay on demand, to the extent permitted by law, all costs and expenses incurred by the Lender in the enforcement of its rights in this Note and in any security therefor, including without limitation reasonable fees and expenses of the Lender’s counsel. If any provision of this Note is found to be invalid, illegal or unenforceable in any respect by a court, all the other provisions of this Note will remain in full force and effect. The Borrower and all other makers and indorsers of this Note hereby forever waive presentment, protest, notice of dishonor and notice of non-payment. The Borrower also waives all defenses based on suretyship or impairment of collateral. If this Notice is executed by more than one Borrower, the obligations of such persons or entities hereunder will be joint and several. This Note shall bind the Borrower and its heirs, executors, administrators, successors and assigns, and the benefits hereof shall inure to the benefit of the Lender and its successors and assigns; provided, however, that the Borrower may not assign this Note in whole or in part without the Lender’s written consent and the Lender at any time may assign this Note in whole or in part.

This Note has been delivered to and accepted by the Lender and will be deemed to be made in the State where the Lender’s office indicated above is located. **This Note will be interpreted and the rights and liabilities of the Lender and the Borrower determined in accordance with the laws of the State where the Lender’s office indicated above is located, excluding its conflict of laws rules.** The Borrower hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the county or judicial district where the Lender’s office indicated above is located; provided that nothing contained in this Note will prevent the Lender from bringing any action, enforcing any award or judgment or exercising any rights against the Borrower individually, against any security or against any property of the Borrower within any other county, state or other foreign or domestic jurisdiction. The Borrower acknowledges and agrees that the venue provided above is the most convenient forum for both the Lender and the Borrower. The Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Note.

8. **Waiver of Jury Trial.** The Borrower irrevocably waives any and all right it may have to a trial by jury in any action, proceeding or claim of any nature relating to this Note, any documents executed in connection with this Notice or any transaction contemplated in any of such documents. The Borrower acknowledges that the foregoing waiver is knowing and voluntary.

The Borrower acknowledges that it has read and understands all of the provisions of this Note, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.
WITNESS the due execution hereof by an authorized officer of Borrower, with the intent to be legally bound hereby.

LENDER:

RESIDENTIAL MANAGEMENT COMPANY, a Kentucky corporation

By: [Signature]
Name: Brian F. Lavin
Title: President

BORROWER:

NTS/LAKE FOREST II RESIDENTIAL CORPORATION, a Kentucky corporation

By: [Signature]
Name: Gregory A. Wells
Title: Executive Vice President
2011
CONSOLIDATED
PROMISSORY NOTE

$25,182.17
Louisville, Kentucky
March 10, 2011

WHEREAS, NTS DEVELOPMENT COMPANY, a Kentucky corporation having an
address of 10172 Linn Station Road, Louisville, Kentucky, 40223 (the “Lender”) has made
certain loans and advances to ORLANDO LAKE FOREST JOINT VENTURE, a Florida
joint venture having an address of 10172 Linn Station Road, Louisville, Kentucky 40223 (the
“Borrower”), which loans and advances are evidenced by that certain Consolidated 2010
Promissory Note dated December 10, 2010 made by Borrower payable to the order of Lender in
the face principal amount of Twenty Four Thousand Six Hundred Twenty Five Dollars and
Seventeen Cents ($24,625.17) (“Note 2010”); and

WHEREAS, Lender has made additional advances or loans to the Borrower during the
months of December 2010 – March 2011 for payroll billings and overhead fees in the aggregate
amount of Five Hundred Fifty Seven Dollars and No Cents ($557.00) (the “Advances”); and

WHEREAS, for the convenience of Borrower and Lender, the parties have agreed to
consolidate Note 2010 in its entirety hereunder and to include the amount of the Advances in the
principal balance due under this 2011 Consolidated Promissory Note, which consolidation shall
in no manner constitute a repayment, satisfaction or novation of the indebtedness evidenced by
Note 2010;

NOW THEREFORE, Borrower makes and grants to Lender this 2011 Consolidated
Promissory Note (the “Note”) under the following terms:

FOR VALUE RECEIVED, Borrower promises to pay to Lender, in lawful money of the
United States of America in immediately available funds at its offices located at 10172 Linn
Station Road, Louisville, Kentucky 40223, or at such other location as the Lender may designate
from time to time, the principal sum of TWENTY FIVE THOUSAND ONE HUNDRED
EIGHTY TWO DOLLARS AND SEVENTEEN CENTS ($25,182.17) (the “Loan”), together
with interest accruing on the outstanding principal balance from the date hereof, as provided
below:

1. **Interest Rate.** The principal balance of the Loan will bear interest at a fixed rate
   per annum (calculated on the basis of the actual number of days that principal is outstanding over
   a year of 360 days) equal to five and thirty-four one-hundredths percent (5.34%) per annum (the
   “Fixed Rate”).

   In no event will the rate of interest hereunder exceed the maximum rate allowed by law.

2. **Payment Terms.** Interest shall be due and payable commencing on the first day of
each month beginning April 1, 2011 until June 30, 2011 on which date all outstanding principal
and accrued interest shall be due and payable in full (the “Maturity Date”). Payments received
will be applied to charges, fees and expenses (including attorneys’ fees), accrued interest and principal in any order the Lender may choose, in its sole discretion.

3. **Late Payments: Default Rate.** If a payment is more than 15 days late, the Borrower shall also pay to the Lender a late charge equal to 5% of the unpaid portion of the payment or $100, whichever is greater (the “Late Charge”). Such 15 day period shall not be construed in any way to extend the due date of any such payment. Upon maturity, whether by acceleration, demand or otherwise, and at the option of the Lender upon the occurrence of any Event of Default (as hereinafter defined) and during the continuance thereof, this Note shall bear interest at a rate per annum (calculated on the basis of the actual number of days that principal is outstanding over a year of 360 days) which shall be four percentage points (4%) in excess of the Fixed Rate in effect from time to time but not more than the maximum rate allowed by law (the “Default Rate”). The Default Rate shall continue to apply whether or not judgment shall be entered on this Note. Both the Late Charge and the Default Rate are imposed as liquidated damages for the purpose of defraying the Lender’s expenses incident to the handling of delinquent payments, but are in addition to, and not in lieu of, the Lender’s exercise of any rights and remedies hereunder, under the Loan Documents or under applicable law, and any fees and expenses of any agents or attorneys which the Lender may employ. In addition, the Default Rate reflects the increased credit risk to the Lender of carrying a loan that is in default. The Borrower agrees that the Late Charge and Default Rate are reasonable forecasts of just compensation for anticipated and actual harm incurred by the Lender, and that the actual harm incurred by the Lender cannot be estimated with certainty and without difficulty.

4. **Prepayment.** The indebtedness evidenced by this Note may be prepaid in whole or in part at any time without penalty or premium.

5. **Events of Default.** The occurrence of any of the following events will be deemed to be an “Event of Default” under this Note:

   (i) Borrower fails to make any payment when due hereunder, or fails to otherwise comply with any term or provision of this Note, and such failure is not cured within any applicable cure period or fails to comply;

   (ii) The filing by or against Borrower of any proceeding in bankruptcy, receivership, insolvency, reorganization, liquidation, conservatorship or similar proceeding (and, in the case of any such proceeding instituted against any Obligor, such proceeding is not dismissed or stayed within 30 days of the commencement thereof);

   (iii) Any assignment by Borrower for the benefit of creditors, or any levy, garnishment, attachment or similar proceeding is instituted against any property of Borrower;

   (iv) A judgment or judgments are entered against Borrower, Borrower defaults in the payment of any other debts or there is a material adverse change in the financial condition of Borrower, or the Lender in good faith believes the prospects for repayment of this Note have been impaired; and
(v) Any material statement made to the Lender about Borrower, or about
Borrower’s financial condition, or about any collateral securing this Note is false or misleading.

Upon the occurrence of an Event of Default: (a) in an Event of Default specified in
clauses (ii) or (iii) above shall occur, the outstanding principal balance and accrued interest
hereunder together with any additional amounts payable hereunder shall be immediately due and
payable without demand or notice of any kind; (b) if any other Event of Default shall occur, the
outstanding principal balance and accrued interest hereunder together with any additional
amounts payable hereunder, at the option of the Lender and without demand or notice of any
kind may be accelerated and become immediately due and payable; (c) at the option of the
Lender, this Note will bear interest at the Default Rate from the date of the occurrence of the
Event of Default; and (d) the Lender may exercise from time to time any of the rights and
remedies available to the Lender under applicable law.

6. **Indemnity.** The Borrower agrees to indemnify each of the Lender, each legal
entity, if any, who controls, is controlled by or is under common control with the Lender, and
each of their respective directors, officers and employees (the “Indemnified Parties”), and to hold
each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities
and expenses (including all fees and charges of internal or external counsel with whom any
Indemnified Party may consult and all expenses of litigation and preparation therefor) which any
Indemnified Party may incur or which may be asserted against any Indemnified Party by any
person, entity or governmental authority (including any person or entity claiming derivatively on
behalf of the Borrower), in connection with or arising out of or relating to the matters referred to
in this Note whether (a) arising from or incurred in connection with any breach of a
representation, warranty or covenant by the Borrower, or (b) arising out of or resulting from any
suit, action, claim, proceeding or governmental investigation, pending or threatened, whether
based on statute, regulation or order, or tort, or contract or otherwise, before any court or
governmental authority; provided, however, that the foregoing indemnity agreement shall not
apply to any claims, damages, losses, liabilities and expenses solely attributable to an
Indemnified Party’s gross negligence or willful misconduct. The indemnity agreement contained
in this Section shall survive the termination of this Note, payment of any amounts hereunder and
the assignment of any rights hereunder. The Borrower may participate at its expense in the
defense of any such action or claim.

7. **Miscellaneous.** All notices, demands, requests, consents, approvals and other
communications required or permitted hereunder (“Notices”) must be in writing (except as may
be agreed otherwise above with respect to borrowing requests) and will be effective upon receipt.
Notices may be given in any manner to which the parties may separately agree, including
electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and
commercial courier service are hereby agreed to as acceptable methods for giving Notices.
Regardless of the manner in which provided, Notices may be sent to a party’s address as set forth
above or to such other address as any party may give to the other for such purpose in accordance
with this section. No delay or omission on the Lender’s part to exercise any right or power
arising hereunder will impair any such right or power. The Lender’s rights and remedies
hereunder are cumulative and not exclusive of any other rights or remedies which the Lender
may have under other agreements, at law or in equity. No modification, amendment or waiver
of, or consent to any departure by the Borrower from, any provision of this Note will be effective unless made in a writing signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. The Borrower agrees to pay on demand, to the extent permitted by law, all costs and expenses incurred by the Lender in the enforcement of its rights in this Note and in any security therefore, including without limitation reasonable fees and expenses of the Lender’s counsel. If any provision of this Note is found to be invalid, illegal or unenforceable in any respect by a court, all the other provisions of this Note will remain in full force and effect. The Borrower and all other makers and indorsers of this Note hereby forever waive presentment, protest, notice of dishonor and notice of non-payment. The Borrower also waives all defenses based on suretyship or impairment of collateral. If this Notice is executed by more than one Borrower, the obligations of such persons or entities hereunder will be joint and several. This Note shall bind the Borrower and its heirs, executors, administrators, successors and assigns, and the benefits hereof shall inure to the benefit of the Lender and its successors and assigns; provided, however, that the Borrower may not assign this Note in whole or in part without the Lender’s written consent and the Lender at any time may assign this Note in whole or in part.

This Note has been delivered to and accepted by the Lender and will be deemed to be made in the State where the Lender’s office indicated above is located. This Note will be interpreted and the rights and liabilities of the Lender and the Borrower determined in accordance with the laws of the State where the Lender’s office indicated above is located, excluding its conflict of laws rules. The Borrower hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the county or judicial district where the Lender’s office indicated above is located; provided that nothing contained in this Note will prevent the Lender from bringing any action, enforcing any award or judgment or exercising any rights against the Borrower individually, against any security or against any property of the Borrower within any other county, state or other foreign or domestic jurisdiction. The Borrower acknowledges and agrees that the venue provided above is the most convenient forum for both the Lender and the Borrower. The Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Note.

8. Waiver of Jury Trial. The Borrower irrevocably waives any and all right it may have to a trial by jury in any action, proceeding or claim of any nature relating to this Note, any documents executed in connection with this Notice or any transaction contemplated in any of such documents. The Borrower acknowledges that the foregoing waiver is knowing and voluntary.

The Borrower acknowledges that it has read and understands all of the provisions of this Note, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.
2011
CONSOLIDATED
PROMISSORY NOTE

$147,255.96
Louisville, Kentucky
March 10, 2011

WHEREAS, RESIDENTIAL MANAGEMENT COMPANY, a Kentucky corporation having an address of 10172 Linn Station Road, Louisville, Kentucky, 40223 (the “Lender”) has made certain loans and advances to ORLANDO LAKE FOREST JOINT VENTURE, a Florida joint venture having an address of 10172 Linn Station Road, Louisville, Kentucky 40223 (the “Borrower”), which loans and advances are evidenced by that certain Consolidated 2010 Promissory Note dated December 10, 2010 made by Borrower payable to the order of Lender in the face principal amount of One Hundred Forty Thousand Eight Hundred Fifty One Dollars and Eighty Four Cents ($140,851.84) (“Note 2010”); and

WHEREAS, Lender has made additional advances or loans to the Borrower during the months of December 2010 – March 2011 for payroll billings and overhead fees in the aggregate amount of Six Thousand Four Hundred Four Dollars and Twelve Cents ($6,404.12) (the “Advances”); and

WHEREAS, for the convenience of Borrower and Lender, the parties have agreed to consolidate Note 2010 in its entirety hereunder and to include the amount of the Advances in the principal balance due under this 2011 Consolidated Promissory Note, which consolidation shall in no manner constitute a repayment, satisfaction or novation of the indebtedness evidenced by the Note 2010;

NOW THEREFORE, Borrower makes and grants to Lender this 2011 Consolidated Promissory Note (the “Note”) under the following terms:

FOR VALUE RECEIVED, Borrower promises to pay to Lender, in lawful money of the United States of America in immediately available funds at its offices located at 10172 Linn Station Road, Louisville, Kentucky 40223, or at such other location as the Lender may designate from time to time, the principal sum of ONE HUNDRED FORTY SEVEN THOUSAND TWO HUNDRED FIFTY FIVE DOLLARS AND NINETY SIX CENTS ($147,255.96) (the “Loan”), together with interest accruing on the outstanding principal balance from the date hereof, as provided below:

1. **Interest Rate.** The principal balance of the Loan will bear interest at a fixed rate per annum (calculated on the basis of the actual number of days that principal is outstanding over a year of 360 days) equal to five and thirty-four one-hundredths percent (5.34%) per annum (the “Fixed Rate”).

   In no event will the rate of interest hereunder exceed the maximum rate allowed by law.

2. **Payment Terms.** Interest shall be due and payable commencing on the first day of each month beginning April 1, 2011 until June 30, 2011 on which date all outstanding principal
and accrued interest shall be due and payable in full (the "Maturity Date"). Payments received will be applied to charges, fees and expenses (including attorneys' fees), accrued interest and principal in any order the Lender may choose, in its sole discretion.

3. Late Payments: Default Rate. If a payment is more than 15 days late, the Borrower shall also pay to the Lender a late charge equal to 5% of the unpaid portion of the payment or $100, whichever is greater (the "Late Charge"). Such 15 day period shall not be construed in any way to extend the due date of any such payment. Upon maturity, whether by acceleration, demand or otherwise, and at the option of the Lender upon the occurrence of any Event of Default (as hereinafter defined) and during the continuance thereof, this Note shall bear interest at a rate per annum (calculated on the basis of the actual number of days that principal is outstanding over a year of 360 days) which shall be four percentage points (4%) in excess of the Fixed Rate in effect from time to time but not more than the maximum rate allowed by law (the "Default Rate"). The Default Rate shall continue to apply whether or not judgment shall be entered on this Note. Both the Late Charge and the Default Rate are imposed as liquidated damages for the purpose of defraying the Lender's expenses incident to the handling of delinquent payments, but are in addition to, and not in lieu of, the Lender's exercise of any rights and remedies hereunder, under the Loan Documents or under applicable law, and any fees and expenses of any agents or attorneys which the Lender may employ. In addition, the Default Rate reflects the increased credit risk to the Lender of carrying a loan that is in default. The Borrower agrees that the Late Charge and Default Rate are reasonable forecasts of just compensation for anticipated and actual harm incurred by the Lender, and that the actual harm incurred by the Lender cannot be estimated with certainty and without difficulty.

4. Prepayment. The indebtedness evidenced by this Note may be prepaid in whole or in part at any time without penalty or premium.

5. Events of Default. The occurrence of any of the following events will be deemed to be an "Event of Default" under this Note:

(i) Borrower fails to make any payment when due hereunder, or fails to otherwise comply with any term or provision of this Note, and such failure is not cured within any applicable cure period or fails to comply;

(ii) The filing by or against Borrower of any proceeding in bankruptcy, receivership, insolvency, reorganization, liquidation, conservatorship or similar proceeding (and, in the case of any such proceeding instituted against any Obligor, such proceeding is not dismissed or stayed within 30 days of the commencement thereof);

(iii) Any assignment by Borrower for the benefit of creditors, or any levy, garnishment, attachment or similar proceeding is instituted against any property of Borrower;

(iv) A judgment or judgments are entered against Borrower, Borrower defaults in the payment of any other debts or there is a material adverse change in the financial condition of Borrower, or the Lender in good faith believes the prospects for repayment of this Note have been impaired; and
(v) Any material statement made to the Lender about Borrower, or about
Borrower’s financial condition, or about any collateral securing this Note is false or misleading.

Upon the occurrence of an Event of Default: (a) in an Event of Default specified in
clauses (ii) or (iii) above shall occur, the outstanding principal balance and accrued interest
hereunder together with any additional amounts payable hereunder shall be immediately due and
payable without demand or notice of any kind; (b) if any other Event of Default shall occur, the
outstanding principal balance and accrued interest hereunder together with any additional
amounts payable hereunder, at the option of the Lender and without demand or notice of any
kind may be accelerated and become immediately due and payable; (c) at the option of the
Lender, this Note will bear interest at the Default Rate from the date of the occurrence of the
Event of Default; and (d) the Lender may exercise from time to time any of the rights and
remedies available to the Lender under applicable law.

6. **Indemnity.** The Borrower agrees to indemnify each of the Lender, each legal
entity, if any, who controls, is controlled by or is under common control with the Lender, and
each of their respective directors, officers and employees (the “Indemnified Parties”), and to hold
each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities
and expenses (including all fees and charges of internal or external counsel with whom any
Indemnified Party may consult and all expenses of litigation and preparation therefor) which any
Indemnified Party may incur or which may be asserted against any Indemnified Party by any
person, entity or governmental authority (including any person or entity claiming derivatively on
behalf of the Borrower), in connection with or arising out of or relating to the matters referred to
in this Note whether (a) arising from or incurred in connection with any breach of a
representation, warranty or covenant by the Borrower, or (b) arising out of or resulting from any
suit, action, claim, proceeding or governmental investigation, pending or threatened, whether
based on statute, regulation or order, or tort, or contract or otherwise, before any court or
governmental authority; provided, however, that the foregoing indemnity agreement shall not
apply to any claims, damages, losses, liabilities and expenses solely attributable to an
Indemnified Party’s gross negligence or willful misconduct. The indemnity agreement contained
in this Section shall survive the termination of this Note, payment of any amounts hereunder and
the assignment of any rights hereunder. The Borrower may participate at its expense in the
defense of any such action or claim.

7. **Miscellaneous.** All notices, demands, requests, consents, approvals and other
communications required or permitted hereunder (“Notices”) must be in writing (except as may
be agreed otherwise above with respect to borrowing requests) and will be effective upon receipt.
Notices may be given in any manner to which the parties may separately agree, including
electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and
commercial courier service are hereby agreed to as acceptable methods for giving Notices.
Regardless of the manner in which provided, Notices may be sent to a party’s address as set forth
above or to such other address as any party may give to the other for such purpose in accordance
with this section. No delay or omission on the Lender’s part to exercise any right or power
arising hereunder will impair any such right or power. The Lender’s rights and remedies
hereunder are cumulative and not exclusive of any other rights or remedies which the Lender
may have under other agreements, at law or in equity. No modification, amendment or waiver
of, or consent to any departure by the Borrower from, any provision of this Note will be effective unless made in a writing signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. The Borrower agrees to pay on demand, to the extent permitted by law, all costs and expenses incurred by the Lender in the enforcement of its rights in this Note and in any security therefor, including without limitation reasonable fees and expenses of the Lender’s counsel. If any provision of this Note is found to be invalid, illegal or unenforceable in any respect by a court, all the other provisions of this Note will remain in full force and effect. The Borrower and all other makers and indorsers of this Note hereby forever waive presentment, protest, notice of dishonor and notice of non-payment. The Borrower also waives all defenses based on suretyship or impairment of collateral. If this Notice is executed by more than one Borrower, the obligations of such persons or entities hereunder will be joint and several. This Note shall bind the Borrower and its heirs, executors, administrators, successors and assigns, and the benefits hereof shall inure to the benefit of the Lender and its successors and assigns; provided, however, that the Borrower may not assign this Note in whole or in part without the Lender’s written consent and the Lender at any time may assign this Note in whole or in part.

This Note has been delivered to and accepted by the Lender and will be deemed to be made in the State where the Lender’s office indicated above is located. This Note will be interpreted and the rights and liabilities of the Lender and the Borrower determined in accordance with the laws of the State where the Lender’s office indicated above is located, excluding its conflict of laws rules. The Borrower hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the county or judicial district where the Lender’s office indicated above is located; provided that nothing contained in this Note will prevent the Lender from bringing any action, enforcing any award or judgment or exercising any rights against the Borrower individually, against any security or against any property of the Borrower within any other county, state or other foreign or domestic jurisdiction. The Borrower acknowledges and agrees that the venue provided above is the most convenient forum for both the Lender and the Borrower. The Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Note.

8. Waiver of Jury Trial. The Borrower irrevocably waives any and all right it may have to a trial by jury in any action, proceeding or claim of any nature relating to this Note, any documents executed in connection with this Notice or any transaction contemplated in any of such documents. The Borrower acknowledges that the foregoing waiver is knowing and voluntary.

The Borrower acknowledges that it has read and understands all of the provisions of this Note, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.
WITNESS the due execution hereof by an authorized officer of Borrower, with the intent to be legally bound hereby.

LENDER:

RESIDENTIAL MANAGEMENT COMPANY, 
a Kentucky corporation

By: [Signature]
Name: Brian F. Lavin
Title: President

BORROWER:

ORLANDO LAKE FOREST JOINT VENTURE, a Florida joint venture

By: Orlando Lake Forest, Inc., its Managing General Partner

By: [Signature]
Name: Gregory A. Wells
Title: Executive Vice President