

PROMISSORY NOTE

On this date of _____, 2011, in return for valuable consideration received, the undersigned, UCB USA, Inc. ("Maker") promises to pay to Inspiration Television, Inc. ("Holder") the principal sum of One Hundred Fifteen Thousand dollars and no cents (\$115,000.00) together with interest thereon at the rate of (4.12%) per annum. An amortization schedule is attached.

Payment of Principal and Interest

Starting on _____, 2011, and continuing until the principal balance of this Note and any accrued interest shall have been paid in full, on the 2nd day of each month the Maker shall pay the amount of \$5,000.00. All payments shall first be paid to interest and the balance to principal. In the event that a payment due under this Note is not made within five (5) days of the time set forth herein, the Maker shall pay an additional late fee in the amount of Five Percent (5%) of said payment (i.e. \$250.00).

Place of Payment

All payments due under this Note shall be made to Inspiration Television, Inc. at 1111 Cottontail Road, Vista, CA 92081-8620 or at other such place as the holder of this Note may designate in writing.

Prepayment

This Note may be prepaid in whole or in part at any time without premium or penalty. All prepayment shall first be applied to interest, and then to principal payments in the order of maturity.

Default

In the event of default, the Maker agrees to pay all costs and expenses incurred by the Holder, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency.

Acceleration of Debt

In the event that the Maker fails to make any payment due under the terms of this Note, or breaches any condition relating to any security, security agreement, note, mortgage or lien as collateral security for this Note, seeks relief under the Bankruptcy Code, or suffers an involuntary petition in Bankruptcy or receivership not vacated within thirty (30) days, the entire balance of this Note and any interest accrued thereon shall immediately be due and payable to the holder of this Note.

Modification

No modification or waiver of any of the terms of this Agreement shall be allowed unless by written agreement signed by both parties. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

Transfer of Note

The Maker hereby waives any notice of the transfer of this Note by the Holder or by any subsequent holder of this Note, agrees to remain bound by the terms of this Note subsequent to any transfer, and agrees that the terms of this Note may be fully enforced by any subsequent holder of this Note.

Severability of Provisions

In the event that any portion of this Note is deemed unenforceable, all provisions of this Note shall remain in full force and effect.

Choice of Law

All terms and conditions of this Note shall be interpreted under the laws of the State of Oregon.

Signed under the Penalty of Perjury, this date of _____, 2011.

Perry Atkinson
President
UCB USA, Inc.

George D. Sebastian
Chairman
Inspiration Television, Inc.