EXHIBIT 4 BUH
DATE 1/21/09
HB 94

Montana Department of REVENUE

MONTANA
SPA
Rev. 02-08

ACKNOWLEDGEMENT

Lender: _____

Address: _____

Borrower: _____

Address: _____

Guarantor: _____

Address: _____

License No.: _____

Trade Name of Business: _____

Location of Business: _____

The Montana Department of Revenue, Liquor Control Division, has determined that portions of the loan agreement and accompanying documents, including but not limited to the security agreement do not adhere to the Montana Alcoholic Beverage Code, Title 16, MCA. The word "collateral" within this acknowledgement shall mean the above liquor license and liquor inventory.

The Lender agrees/understands that it will not/can not restrict movement, sales and transfer of the collateral from its existing location.

The Lender agrees/understands that cross collateralization language is unenforceable as it relates to loans securing the liquor license as collateral.

Lender and Borrower understand/agree that if the Borrower defaults on the loan, which is the subject of this transaction, the Lender's rights are protected under § 16-4-801, MCA. The Lender further understands that the license must be placed on nonuse status pending transfer to a qualified purchaser. The Lender understands/ agrees that upon default it may not lease the collateral. In the event of a default, Lender will exhaust all remedies it has against Borrower to recover the amount of borrower's indebtedness to Lender before demanding payment from any guarantor under its guaranty that may be a party to this transaction.

Lender and Borrower understand and agree to adhere to the above statements as required by the Montana Department of Revenue, Liquor Control Division.

Signature of Lender:

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Signature of Borrower:

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Signature of Guarantor:

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