

## FRANCHISE DISCLOSURE DOCUMENT



### ACE HARDWARE CORPORATION

A Delaware corporation  
2915 Jorie Boulevard  
Oak Brook, Illinois 60523-2100  
(630) 990-6600  
[MyAce@AceHardware.com](mailto:MyAce@AceHardware.com)  
[www.acehardware.com](http://www.acehardware.com)

The franchise offered is for the operation of a retail hardware store under the name “Ace Hardware.”

The total investment necessary to begin operation of a new Ace Hardware® store that is between 3,000 and 12,000 square feet, is estimated at \$603,850 to \$2,001,550 for a store located in a leased premises. The total investment necessary to begin operation of an existing hardware store which is converted to an Ace Hardware® store is estimated at \$134,100 to \$1,229,000. The total investment includes up to \$1,269,415.25 that must be paid to the franchisor or an affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant. **Note, however, that no governmental agency has verified the information contained in this document.**

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance date: March 27, 2025

## How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

| QUESTION                                                                                 | WHERE TO FIND INFORMATION                                                                                                                                                                                                                             |
|------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>How much can I earn?</b>                                                              | Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Exhibits W and X. |
| <b>How much will I need to invest?</b>                                                   | Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.                                                              |
| <b>Does the franchisor have the financial ability to provide support to my business?</b> | Exhibit R includes financial statements. Review these statements carefully.                                                                                                                                                                           |
| <b>Is the franchise system stable, growing, or shrinking?</b>                            | Item 20 summarizes the recent history of the number of company-owned and franchised outlets.                                                                                                                                                          |
| <b>Will my business be the only Ace Hardware business in my area?</b>                    | Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.                                                                                                         |
| <b>Does the franchisor have a troubled legal history?</b>                                | Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.                                                                                                                  |
| <b>What's it like to be Ace Hardware franchisee?</b>                                     | Exhibits W and X lists current and former franchisees. You can contact them to ask about their experiences.                                                                                                                                           |
| <b>What else should I know?</b>                                                          | These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.                                               |

## **What You Need to Know About Franchising *Generally***

**Continuing responsibility to pay fees.** You may have to pay royalties and other fees even if you are losing money.

**Business model can change.** The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

**Supplier restrictions.** You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

**Operating restrictions.** The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

**Competition from franchisor.** Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

**Renewal.** Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

**When your franchise ends.** The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

### **Some States Require Registration**

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit V.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

## Special Risk(s) to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Illinois. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Illinois than in your own state.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

**THE FOLLOWING APPLY TO TRANSACTIONS GOVERNED BY THE**  
**MICHIGAN FRANCHISE INVESTMENT LAW ONLY**

**THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.**

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
  - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

**THE FACT THAT THERE IS A NOTICE OF THIS OFFERING  
ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE  
APPROVAL, RECOMMENDATION, OR ENDORSEMENT  
BY THE ATTORNEY GENERAL.**

Any questions regarding this notice should be directed to:

State of Michigan  
Consumer Protection Division  
Attention: Franchise Section  
670 G. Mennen Williams Building  
525 West Ottawa Street  
Lansing, Michigan 48933  
Telephone Number: (517) 373-7117

Despite subparagraph (f) above, we intend to enforce fully the provisions of the arbitration section contained in our Ace Hardware Membership Agreement (Nonbranded) and Ace Brand Agreement. We believe that subparagraph (f) is unconstitutional and cannot preclude us from enforcing our arbitration provisions. You acknowledge that we will seek to enforce that section as written.

## TABLE OF CONTENTS

| <b><u>ITEM</u></b> | <b><u>HEADING</u></b>                                                             | <b><u>PAGE</u></b>  |
|--------------------|-----------------------------------------------------------------------------------|---------------------|
| ITEM 1             | THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES .....                | 2                   |
| ITEM 2             | BUSINESS EXPERIENCE .....                                                         | 5                   |
| ITEM 3             | LITIGATION.....                                                                   | 8                   |
| ITEM 4             | BANKRUPTCY .....                                                                  | 9                   |
| ITEM 5             | INITIAL FEES .....                                                                | 9                   |
| ITEM 6             | OTHER FEES.....                                                                   | 13                  |
| ITEM 7             | ESTIMATED INITIAL INVESTMENT.....                                                 | 21                  |
| ITEM 8             | RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES .....                            | 27                  |
| ITEM 9             | FRANCHISEE’S OBLIGATIONS .....                                                    | 29                  |
| ITEM 10            | FINANCING .....                                                                   | 32                  |
| ITEM 11            | FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEM, AND TRAINING .....         | 48                  |
| ITEM 12            | TERRITORY .....                                                                   | 57                  |
| ITEM 13            | TRADEMARKS.....                                                                   | 57                  |
| ITEM 14            | PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION .....                             | 58                  |
| ITEM 15            | OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS ..... | 59                  |
| ITEM 16            | RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL .....                                | 59                  |
| ITEM 17            | RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION.....                        | 60                  |
| ITEM 18            | PUBLIC FIGURES.....                                                               | 65                  |
| ITEM 19            | FINANCIAL PERFORMANCE REPRESENTATIONS .....                                       | 65                  |
| ITEM 20            | OUTLETS AND FRANCHISEE INFORMATION.....                                           | 67                  |
| ITEM 21            | FINANCIAL STATEMENTS .....                                                        | 78                  |
| ITEM 22            | CONTRACTS.....                                                                    | 79                  |
| ITEM 23            | RECEIPTS.....                                                                     | 79 and last 4 pages |

## **EXHIBITS**

- A - Ace Hardware Membership Agreement (Nonbranded) including General Member Standards/ Ace Brand Standards / Member Operational Requirements (See Exhibit T State Specific Riders)
- B - Ace Brand Agreement including General Member Standards/ Ace Brand Standards / Member Operational Requirements (See Exhibit T State Specific Riders)
- C - Subscription for Capital Stock
- D - Article VIII of Company's By-laws: Members' Patronage Dividends
- E - Patronage Distribution Plan
- F - Reserved
- G - Ace Bankcard Program Retailer Agreement
- H - Ace Rewards Program Retailer Agreement
- I - Ace Retailer Acceptance Agreement (Gift Card) and ACH Authorization Form
- J - Data Collection Program Agreement
- K - Ace Retailer Merchandise Service Agreement
- L - Store Planning Agreement
- M - Multi-Unit Capital Stock Financing Program: Multi-Unit Capital Stock Financing Program Loan Agreement and Store Development Agreement Tier 1 – 3; Multi-Unit Capital Stock Financing Program Loan Agreement and Store Development Agreement Tier 4 (Program available to existing Ace Hardware Retailers Only)
- N - Loan Program Agreements: Ace to Ace Acquisition Capital Stock Loan Program; Store Improvement Installment Loan Program; Store Improvement Capital Stock Loan Program
- O - Incentive Agreements: New Investor A; Branch Store A; Grocery Retailer Freestanding Ace Store A; New Investor B; Branch B; Store Conversion (Ace Advantage \$750K+ Annual Handled Purchases); Store Conversion; Purchase an Ace Store; Discovery Improvement
- P - Matching Funds Store Agreement
- Q - Professional Retail Services
- R - Financial Statements of the Company (FY2024)
- S - State Specific Disclosures for Maryland, Minnesota, North Dakota, Virginia, and Washington
- T - Riders to Membership Agreement (Nonbranded) and Ace Brand Agreement for Maryland, Minnesota, North Dakota, and Washington
- U - State Agents for Service of Process
- V - State Administrators
- W - List of Active Member Stores
- X - List of Former Operating Members
- Y - Right of First Refusal

APPLICABLE STATE LAW MIGHT REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT AND MIGHT REQUIRE A RIDER TO THE MEMBERSHIP AGREEMENT (NONBRANDED) AND ACE BRAND AGREEMENT. THE ADDITIONAL DISCLOSURES, IF ANY, WILL APPEAR IN EXHIBIT S AND THE ADDITIONAL RIDERS, IF ANY, WILL APPEAR IN EXHIBIT T TO THIS DISCLOSURE DOCUMENT.



**ITEM 1**  
**THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES**

The franchisor is Ace Hardware Corporation, which will be referred to in this disclosure document as "Ace," "Company," "our," "we" or "us." A person who buys a membership from us will be referred to in this disclosure document as "you" or "your." If you are a corporation, partnership or other entity, the term "you" includes the owners of the entity.

**The Franchisor, Predecessors and Affiliates**

Ace is a Delaware corporation that was incorporated on June 16, 1964. In 1972, through a corporate merger, we succeeded to the business of an Illinois corporation organized in 1928 that was also known as Ace Hardware Corporation. We became a retailer-owned cooperative in 1976. Our principal business address is 2915 Jorie Boulevard, Oak Brook, Illinois 60523-2100. We conduct business under our corporate name, Ace Hardware Corporation, and under the assumed names "Ace Trading Co.", "AHC Trucking Co.", and "AHC Logistics". Our agents for service of process are identified in Exhibit U.

We are a wholesaler of hardware products, paint, and other merchandise. We have been engaged in the wholesale hardware business and have offered dealerships to retailers of hardware and related items since the organization in Illinois of the former Ace Hardware Corporation in 1928. We also provide value-added services such as advertising, merchandising assistance, promotional support, store format design, retail training services, insurance, and store technology services to our members. We also have a website and mobile app accessible to consumers. Our other business activities include contract carriage trucking services under the assumed name "AHC Trucking Co." and freight handling services under the assumed name "AHC Logistics." We buy imported merchandise under the assumed name "Ace Trading Co.

**Certain Affiliates**

Each of the affiliates in the table below conducts business of the type being offered under this disclosure document in the United States.

| <b>Name</b>                                                                     | <b>Principal Business Address</b>                                          | <b>Business Operations</b>                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Westlake Hardware, Inc.<br>("Westlake")<br>a Delaware corporation               | 14000 Marshall Drive,<br>Lenexa, Kansas 66215-<br>1221                     | Westlake, an indirect subsidiary of Ace, owns and operates 180 operates Ace Hardware retail stores. Westlake has been engaged in the business of owning and operating Ace Hardware retail stores in the United States since December 2012. |
| Great Lake Ace Hardware, Inc. f/k/a ACO, Inc. ("GLA")<br>a Michigan corporation | 27555 Farmington Road,<br>Suite 110<br>Farmington Hills,<br>Michigan 48334 | GLA an indirect subsidiary of Ace, owns and operates 79 operates Ace Hardware retail stores. GLA has been engaged in the business of owning and operating Ace stores in the United States since 2014.                                      |

Each of the affiliates in the table below provides products or services to our franchisees. Although certain of these affiliates may offer services to you, the use of their services is not required, and you can use any other reputable service.

| <b>Name</b>                                                                                           | <b>Principal Business Address</b>                    | <b>Business Operations</b>                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------|------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Ace Insurance Agency, Inc. (“Ace Insurance”) an Illinois corporation                                  | 2915 Jorie Boulevard<br>Oak Brook, Illinois<br>60523 | Ace Insurance, a direct subsidiary of Ace, sells business insurance to our members.                                                                                                                                 |
| Ace Incentives, Inc. an Illinois corporation (“Ace Incentives”) formerly known as Ace Incentives, LLC | 2915 Jorie Boulevard<br>Oak Brook, Illinois<br>60523 | Ace Incentives, a direct subsidiary of Ace, operates our gift card program.                                                                                                                                         |
| Ace Hardware Foundation, an Illinois not-for-profit corporation.                                      | 2915 Jorie Boulevard<br>Oak Brook, Illinois<br>60523 | Ace Hardware Foundation is a private foundation which supports our philanthropic activities focusing on children’s hospitals and disaster relief.                                                                   |
| Emery Jensen Distribution, LLC (“Emery Jensen”), a Delaware corporation                               | 2915 Jorie Boulevard<br>Oak Brook, Illinois<br>60523 | Emery Jensen, an indirect subsidiary of Ace, provides hardline wholesale distribution services to a variety of businesses, including but not limited to, lumber, paint, nursery, industrial and hardware retailers. |

Each of the affiliates in the table below offers or intends to offer franchises under a separate franchise disclosure document.

| <b>Name</b>                            | <b>Business Address</b>                                      | <b>Business Operations</b>                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Ace Handyman Franchising, Inc. (“AHF”) | 390 Union Boulevard<br>Suite 520<br>Lakewood, Colorado 80228 | Since 2001, AHF, an indirect subsidiary of Ace, has offered franchises for businesses offering handyman repair and maintenance services to residential and commercial customers under the name and service mark ACE HANDYMAN SERVICES®. As of December 31, 2024, there are 369 Ace Handyman Services franchises operating in the United States, and there are 18 Ace Handyman Services businesses operated by an AHF affiliate. |
| Ace Painting Franchising, LLC (“APF”)  | 390 Union Boulevard<br>Suite 520<br>Lakewood, Colorado 80228 | Since late 2022, APF, an indirect subsidiary of Ace, has offered franchises for businesses offering indoor and outdoor painting, staining and other painting services to residential and commercial customers under the name and service mark ACE HARDWARE PAINTING SERVICES®. As of December 31, 2024, there are 8 Ace Hardware Painting Services franchises operating in the United States and there are 3 Ace                |

| Name                                   | Business Address                                  | Business Operations                                                                                                                                                                                                                                |
|----------------------------------------|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                        |                                                   | Hardware Painting Services businesses operated by an APF affiliate.                                                                                                                                                                                |
| Ace Plumbing Franchising, LLC ("APLF") | 2915 Jorie Boulevard<br>Oak Brook, Illinois 60523 | APLF, an indirect subsidiary of Ace, intends to franchise businesses offering plumbing services for residential and commercial properties under the name and service mark ACE HARDWARE PLUMBING SERVICES™ in the future. It is an inactive entity. |

### **International Affiliates:**

New Age Insurance, Ltd., a Bermudian company, is a captive insurance company that insures our domestic retailers that purchase business insurance from Ace Insurance Agency, Inc.

Ace International Hardware Corporation ("AIH"), a direct subsidiary of Ace, is a Delaware corporation that is majority-owned by Ace; Ace's retailers located outside of the United States are AIH's minority shareholders. It is the parent company of our international business.

Ace Hardware International Holdings Panama S De RL, a Panama company ("AHI Licensing"), is a subsidiary of AIH that licenses Ace Hardware trademarks outside of the United States. There are 667 licensed "Ace Hardware" retail stores outside of the United States.

### **The Business We Offer**

In the United States we operate as a retailer-owned cooperative. If we approve your application for membership, we will grant you membership in the cooperative under the terms of the Membership Agreement (Nonbranded) and upon your purchase of shares of our stock. This membership entitles you to purchase merchandise and services from us. If we approve your application for membership and you also wish to operate your own retail store at a specified location under the "Ace" or "Ace Hardware" name, we will grant you the right to do so under the terms of the Ace Brand Agreement. You may offer rental services from your Ace store under the name "Ace Rental Place". You may also own and operate an existing separate business, such as a grocery store, and add a freestanding Ace Hardware store to your existing business. We refer to this as our "grocery format". You may not offer handyman services or other in-home services under any Ace trademark. You may offer handyman or painting services if you have purchased a separate franchise from AHF or APF (see Item 16). We sell merchandise and services to members who sign only the Membership Agreement (Nonbranded), as well as to members who sign both the Membership Agreement (Nonbranded) and the Ace Brand Agreement.

If you become a new member or, if you are already a member and open an additional store (each a "branch store"), and you wish to operate your own retail store under the "Ace" or "Ace Hardware" name, you will enter into the Membership Agreement (Nonbranded), the Ace Brand Agreement and the Subscription for Capital Stock Agreement, which are attached as Exhibits A, B and C, respectively.

If you buy a membership from us and operate your own retail store under the "Ace" or "Ace Hardware" name, you must operate your store in accordance with our standards, which, under the Membership Agreement (Nonbranded) and Ace Brand Agreement, include the General Member Standards/Ace Brand Standards/Member Operational Requirements (attached as part of Exhibits A and B, respectively). The General Member Standards/Ace Brand Standards/Member Operational Requirements are subject to change.

## **Market and Competition**

You will be competing with other stores that offer the same types of products and services as you do, and stores that specialize in one or more of the products or services that you can offer. These stores may be associated with national or regional chains, other retailer owned cooperatives or franchisors or may be local stores. In addition to brick-and-mortar stores, you will also be competing with online businesses. The primary attraction of Ace stores to their customers is the convenience and quality of their services and products. The market is developed in some areas and developing in other areas, depending upon the types of products and services that you offer, and the number and types of competitors in your market. Ace stores sell to individual consumers as well as to contractors or other businesses who purchase at retail. Some sales, such as lawn and garden, and holiday decorations, are seasonal.

## **Industry Specific Laws and Regulations**

We are aware of no regulations that are specific to the hardware business; however, there are environmental disposal, recycling, exposure and disclosure requirements, as well as certain tax, licensing and similar laws that may apply to certain substances, products and services commonly sold through hardware stores. You will be required to comply with all federal, state and local laws, rules and ordinances that apply to retail hardware stores, as well as laws, regulations and ordinances that apply generally to all businesses, such as the Americans with Disabilities Act, Federal Wage and Hour Laws and state law equivalents, the Occupational Safety and Health Act, data protection and privacy laws. If your store sells firearms or ammunition, you must comply with federal firearms regulations and any applicable state or local laws and regulations. We highly recommend that you become familiar with the applicable requirements.

It is your responsibility to investigate the laws, rules and regulations that apply to your business before buying a franchise. You should consider both the effect of any such laws, rules and regulations on your business and the cost of compliance. You are responsible for obtaining any licenses, registrations or permits required to operate your business.

## **ITEM 2** **BUSINESS EXPERIENCE**

Ace's directors, as well as our principal officers and other executives who have management responsibility relating to the memberships offered by this disclosure document, and their principal occupations and employers during the past five years are listed below. All employment is at our Oak Brook, Illinois headquarters, unless otherwise indicated.

### **Chairman of the Board of Directors: Steven Burggraf**

Mr. Burggraf became Chairman of the Board in May 2024. He has been a Director of Ace since May 2019. His principal occupation is the President and Chief Executive Officer of fifteen Ace Hardware stores located in Minnesota and North Dakota, a position he has held since 1989.

### **Director: David Cripe**

Mr. Cripe has been a Director of Ace since May 2023. His principal occupation is Vice President of Whitmore Investments, Inc., a 14-store Ace Hardware chain located in Wilmington, Illinois, and the surrounding communities. Mr. Cripe has worked for Whitmore Ace Hardware, since 2002 and has been an owner since 2013.

Director: Mark Driscoll

Mr. Driscoll has been a Director of Ace since May 2021. His principal occupation is President of DriBar Ace LLC, operating a single Ace store located in Sugar Grove, Illinois, a position he has held since 2014.

Director: Kristin Grunder

Ms. Grunder has been a Director of Ace since June 2016. Her principal occupation is the co-owner of Rome Ace Hardware, a single Ace store located in Rome, New York, a position she has held since 1999.

Director: Megan Hamilton

Mrs. Hamilton has been a Director of Ace since May 2024. Her principal occupation is co-owner of Ace Hardware & Home Center, a single Ace store located in Portales, New Mexico. Ace Hardware & Home Center was founded in 1958 as Surplus City, a military surplus store, and became affiliated with Ace in 2014.

Director: Eric Lauterbach

Mr. Lauterbach has been a Director of Ace since May 2023. He is the President and CEO of Peet's Coffee, a premium coffee roaster comprised of Retail Coffee Shops and eCommerce and Consumer Packaged Goods business channels. Mr. Lauterbach joined Peet's in 2010 and led the Consumer Division until his appointment as President & COO in 2019. He was appointed President of Peet's Coffee in 2022 and CEO in 2024.

Director: Karen May

Ms. May has been a Director of Ace since June 2017. She is a member of the Board of Directors of several unrelated companies. From 2005- 2018, Ms. May was the Executive Vice President and Chief Human Resources Officer of Mondelez International, Inc.

Director: Matthew Mazzone

Mr. Mazzone has been a Director of Ace since 2020. Mr. Mazzone is President of Mazzone Hardware Corp., a four-store chain located in New York City. Three of the locations are Ace stores, and one location is a paint store. Mr. Mazzone has worked in his family's business since 2003.

Director: Shawn O'Brien

Mr. O'Brien has been a Director of Ace since 2024. Mr. O'Brien is the owner of the five-store Maxbauer Ace Hardware chain located in the Traverse City, Michigan area. Mr. O'Brien purchased the business in 2015.

Director: Kirsten Pellicer

Ms. Pellicer has been a Director of Ace since 2022. Ms. Pellicer is a second-generation store owner of Ace Hardware Longmont, a single Ace store located in Longmont, Colorado.

President and Chief Executive Officer: John Venhuizen

Mr. Venhuizen was named our President and Chief Executive Officer in April 2013.

Executive Vice President, Chief Financial Officer and Chief Risk Officer: William Guzik

Mr. Guzik was named our Executive Vice President, Chief Financial Officer and Chief Risk Officer in January 2014.

Executive Vice President, Chief Growth Officer: John Surane

Mr. Surane was named our Executive Vice President, Chief Growth Officer effective January 1, 2024. From May 2018 to December 2023, he was our Executive Vice President, Chief Merchandising and Sales Officer.

Executive Vice President, Chief Supply Chain Officer: Richard DiMaio

Mr. DiMaio was named our Executive Vice President, Supply Chain Officer, effective April 1, 2024. From October 2022 to March 2024, he served as our Senior Vice President, Supply Chain. From October 2012 to October 2022, Mr. DiMaio was the Senior Vice President, Supply Chain of Office Depot, Inc. located in Boca Raton, Florida.

Senior Vice President, Chief Human Resources Officer: Kane Calamari

Mr. Calamari was named our Senior Vice President, Chief Human Resources Officer in May 2018.

Senior Vice President, President, Ace Retail Holdings: Joseph Jeffries

Mr. Jeffries was named our Senior Vice President, President, Ace Retail Holdings January 2023. Mr. Jeffries is also the President and CEO of Westlake Hardware, Inc., a position he has held since April 2018 and President of Great Lakes Ace Hardware, Inc., a position held since December 2022.

Senior Vice President, Chief Marketing Officer Kimberly Lefko

Ms. Lefko was named our Senior Vice President, Chief Marketing Officer in July 2018.

Senior Vice President, Merchandising: Brian Wiborg

Mr. Wiborg was named our Senior Vice President, Merchandising in July 2020. From June 2018 to June 2020, he was our Vice President Merchandising.

Senior Vice President, Information Technology: Richard Williams

Mr. Williams was named Senior Vice President, Information Technology in February 2021. He was Vice President, Information Technology from May 2015 to February 2021.

Senior Vice President, Retail Strategy & Operations, Andy Enright

Mr. Enright was named Senior Vice President, Retail Strategy & Operations January 2024. From March 2019 to December 2023, he was our Vice President, Retail Development & Strategy. He was our Senior Director, Retail Development and Strategy from July 2018 to March 2019.

Vice President, General Counsel and Secretary: Kerilyn Johnson

Ms. Johnson was named our Vice President, General Counsel and Secretary in April 2017.

Vice President, Digital, Social and CRM William Kiss

Mr. Kiss was named our Vice President, Digital, Social & CRM in May 2018.

Vice President, Controller: Steve Locanto

Mr. Locanto was named our Vice President, Controller December 2019. From November 2014 to November 2019, he was Corporate Controller.

Vice President, Retail Support: Kevin Kryscio

Mr. Kryscio was named our Vice President, Retail Support April 2024. He was Corporate Vice President of Supply Chain and Logistics from July 2020 to April 2024. He was Sr. Director of Supply Chain prior to July 2020.

Vice President of Retail Operations and New Business: Andrew Schmitt

Mr. Schmitt was named Vice President, Retail Operations and New Business in September 2024. From August 2017 to September 2024, he was Vice President and Chief Operations Officer of Westlake Hardware Inc.

Corporate Vice President, New Business: Michael Linn

Mr. Linn was named Corporate Vice President New Business in October 2024. From July 2019 to October 2024, he was Divisional Vice President – West.

Director, Retail Training & Development: Shokofeh Khan

Ms. Kahn assumed the Director of Retail Training & Development in January 2021. From February 2018 to December 2020, she was our Senior Manager, Divisional Training.

Director, Professional Retail Services: Laura Wellman

Ms. Wellman assumed the position of Director of Professional Retail Services in November 2024. From February 2018 to November 2024, she was our Senior Manager, Professional Retail Services.

### **ITEM 3** **LITIGATION**

#### **Concluded Actions**

**Cathay Bank v. Ace Hardware Corporation, et al.** (Case No. KC069647, Superior Court of the State California, County of Los Angeles, Eastern District.) In February 2017, Cathay Bank (“Bank”) obtained several money judgments against Sentron International, Inc. (“Sentron”), a former Ace vendor, in the aggregate amount of \$10,642,452, and had a receiver, Robb Evans & Associates LLC (“Receiver”) appointed to liquidate Sentron’s assets. In May 2017, the Bank obtained a money judgment against Smith Barnett LLC (“Smith Barnett”), also a former Ace vendor, in the amount of \$2,332,080, for successor liability, among other claims. In September 2017, the Bank and the Receiver filed a civil action against Ace and other defendants alleging that Ace made wrongful payments to Smith Barnett to purchase products belonging to Sentron in the amount of \$2,020,084, and possible additional wrongful payments totaling \$4,352,224, which may include the \$2,020,084. The eight-count third amended complaint alleged violations of various California commercial code sections, conversion, breach of fiduciary duty, constructive fraud, involuntary and constructive trust, and tort in essence, and seeks the return of Sentron’s proceeds, unspecified monetary damages, punitive damages, the imposition of a constructive trust, disgorgement and attorneys’ fees. The breach of fiduciary duty count was dismissed in December 2020. On March 15, 2021, Ace filed an Amended Cross-Complaint against the Bank alleging that in connection with its loans to Sentron the Bank violated California’s Unfair Competition Law by: (i) aiding and abetting Sentron’s fraudulent business practices; and (ii) violating its internal commercial lending policies and federal banking guidelines and regulations. On May 13, 2022, the parties settled this matter in consideration for the payment of \$1.1 million to the plaintiffs, \$450,000 of which was paid by co-defendant JMI, Inc. and \$650,000 of which was paid by Ace Hardware. The plaintiffs’ complaint and Ace Hardware’s cross-complaint were dismissed on July 14, 2022.

**Advanced Caregivers, LLC d/b/a Hialeah Ace Hardware and William Bloodworth v. Ace Hardware Corporation** (Case No. 12-20082-CIV-Williams, U.S District Court, Southern District of Florida). In January 2012, this former member and its owner brought a civil action against Ace on behalf of themselves and a putative nationwide class alleging that Ace defrauded them in connection with their decision to become an Ace member and operate a Vision 21 store in Hialeah, Florida. The three-count complaint alleged violations of the Illinois Franchise Disclosure Act, fraudulent inducement and fraud, and sought class action certification and unspecified monetary damages and attorneys’ fees, which was amended on December 5, 2012 asserting the same causes and seeking the same relief. On January 31, 2013, Ace filed (i) a motion to transfer the lawsuit

to the United States District Court for the Northern District of Illinois, and (ii) a motion to dismiss the amended complaint. On April 12, 2013, the Court granted Ace's motion to transfer the case to Illinois. On June 25, 2014, Count I of the amended complaint alleging a violation of the Illinois Franchise Disclosure Act was dismissed with prejudice. Counts II and III, which assert claims for fraud and fraudulent inducement, were dismissed without prejudice. Plaintiffs' filed a second amended complaint naming twelve different former Ace retailers and one current Ace retailer as plaintiffs. The second amended complaint contained substantially similar allegations as the first amended complaint and alleged fraud and fraudulent inducement. On October 25, 2014, plaintiffs filed a third amended complaint which named 53 plaintiffs. On November 4, 2015, plaintiffs filed a fourth amended complaint adding two additional plaintiffs that had previously filed bankruptcies and were represented by trustees. On March 30, 2016, the Court issued its memorandum opinion and order essentially dismissing the individual plaintiffs based on a lack of standing to pursue claims on behalf of the legal entities that were the actual Ace members but allowing the plaintiffs to file a fifth (and final) amended complaint with respect to the corporate entities. The remaining plaintiffs (fifteen corporate entities and seven bankruptcy trustees) filed their fifth amended complaint on May 20, 2016, which contained essentially the same allegations as the prior complaint. On July 26, 2016, all of the plaintiffs settled for \$25,000 each and the case was dismissed with prejudice on July 27, 2017.

**Ace Handyman Services, Inc. v. Ace Hardware Corporation et al.**, (Cause No. 2020-CI-03722, 468th Judicial District Bexar County, Texas). On February 25, 2020, Ace Handyman Services, Inc., a Texas corporation unrelated to Ace ("Ace Handyman Services") filed a complaint and obtained a temporary restraining order against Ace Hardware Corporation, Ace Handyman Franchising, Inc., Ace Handyman Operating, Inc., and several Ace Handyman franchisees (collectively "Ace Defendants") alleging that it had superior rights in the mark "ACE HANDYMAN SERVICES" in 8 counties in the San Antonio, Texas region in connection with a handyman services business. The plaintiff alleged common law trademark infringement and common law unfair competition and was seeking to prevent the Ace Defendants from using the name "ACE HANDYMAN SERVICES" in eight counties in the State of Texas. The plaintiff was granted a temporary restraining order and sought a permanent injunction, unspecified actual and exemplary damages, prejudgment and post-judgment interest, attorneys' fees, and costs. On April 16, 2020, the parties settled this matter for \$150,000 allowing the immediate use of the ACE HANDYMAN SERVICES mark by Ace and the discontinuance of Ace and Ace Handyman Services by the Plaintiff.

Other than the cases described above, no litigation is required to be disclosed in this Item.

#### **ITEM 4** **BANKRUPTCY**

No bankruptcy information is required to be disclosed in this Item.

#### **ITEM 5** **INITIAL FEES**

##### **Affiliation Fee**

The affiliation fee for each new Ace location is five thousand dollars (\$5,000). The affiliation fee will be billed on your first Ace store statement, which will be issued the month after your membership is approved and your store number is activated in our system. This affiliation fee is non-refundable. The affiliation fee is uniform for all members in the United States unless you qualify for a waiver.

We will waive the \$5,000 affiliation fee if 1) you own a retail hardware store that is affiliated with another hardware wholesaler and convert it to an Ace Hardware store; 2) you are purchasing a retail hardware store



that is affiliated with another hardware wholesaler and convert it to an Ace Hardware store; or 3) there is a change of ownership among family members of an existing Ace Hardware store.

We will also waive the \$5,000 affiliation fee for any new Ace Hardware store if you are a veteran or an active duty serviceperson and qualify for the Veterans' Incentive Program. The Veterans' Incentive Program is available to all individuals who either have received an honorable discharge from one of the U.S. Armed Forces (i.e., Army, Air Force, Coast Guard, Marine Corps or Navy) or are currently serving in one of the U.S. Armed Forces and are eligible to receive an honorable discharge. Any veteran choosing to take advantage of The Veteran's Incentive Program will be required to submit their honorable discharge papers (DD 214) at the time they submit their application. If you are a legal entity and not an individual, an individual meeting these eligibility requirements must own at least 50% of the entity. We reserve the right to extend, change or discontinue the Veterans' Incentive Program at any time.

If you are not already a member of our cooperative (or a store in a group owned or controlled by you is not already a member), you must submit three different types of signed agreements. One of these is an Ace Hardware Membership Agreement (Nonbranded). Another is the Ace Brand Agreement. The third one is the Subscription for Capital Stock Agreement, under which you subscribe for shares of our capital stock having a total par value of \$5,000. Copies of these agreements are attached to this disclosure document as Exhibits A, B and C, respectively.

A separate application, Membership Agreement (Nonbranded) (Exhibit A), Ace Brand Agreement (Exhibit B) and Subscription for Capital Stock Agreement (Exhibit C), must be submitted for each location where you desire to operate an Ace store.

### **Stock Subscription Fee**

If we approve your membership, you will be immediately billed the \$5,000 stock subscription fee on your Ace store statement. The proceeds from these sales of shares of our stock are used for general working capital purposes. Stock subscription requirements for shares of our capital stock are summarized in the two tables below:

#### **THE FIRST ACE STORE THAT YOU OWN OR CONTROL**

| <b>DESCRIPTION OF STOCK</b> | <b>SHARES</b> | <b>TOTAL PRICE</b> | <b>METHOD OF PAYMENT</b>                          |
|-----------------------------|---------------|--------------------|---------------------------------------------------|
| Class "A" Voting Stock      | 1             | \$1,000            | Lump sum due upon our approval of your membership |
| Class "C" Stock             | 40            | \$4,000            | Lump sum due upon our approval of your membership |
| <b>TOTAL COST OF STOCK</b>  |               | <b>\$5,000</b>     |                                                   |

#### **THE SECOND AND EACH ADDITIONAL ACE STORE THAT YOU OWN OR CONTROL**

| <b>DESCRIPTION OF STOCK</b> | <b>SHARES</b> | <b>TOTAL PRICE</b> | <b>METHOD OF PAYMENT</b>                          |
|-----------------------------|---------------|--------------------|---------------------------------------------------|
| Class "A" Voting Stock      | 0             | \$ 0               | Not Applicable                                    |
| Class "C" Stock             | 50            | \$5,000            | Lump sum due upon our approval of your membership |
| <b>TOTAL COST OF STOCK</b>  |               | <b>\$5,000</b>     |                                                   |

All shares of our capital stock are restricted and may not be promised, mortgaged, sold, assigned, or transferred without the prior consent of our Board of Directors. The payment of dividends on our stock is prohibited by our Certificate of Incorporation.

If your store's membership in the cooperative is voluntarily or involuntarily terminated, all of your shares of our stock with respect to that store must be sold back to us unless those shares are transferred to someone else whom we agree to accept as a member. The price that we pay to you if we repurchase your shares of our stock is \$1,000 per share par value in the case of shares of Class "A" voting stock and the greater of \$100 per share par value or the price last established by our Board of Directors in the case of shares of Class "C" non-voting stock.

### **Other Initial Payments To Us**

The decision rests with you to purchase some or all of your store equipment, merchandise, and services from us. If you decide to purchase store equipment, merchandise or services from us, you pay Ace, and we pay the vendor. If you are a new start up business or an existing Ace store opening your first branch store, you are required to pay us in advance for equipment, before we release your orders to vendors that bill through Ace. See Item 7 for the ranges for initial investment.

Certain monthly fees, listed in Item 6 "Other Fees", such as Core Retail Services (\$315.25/month for parent stores and \$131.50/month for each branch store) will be billed to your Ace store statement after your store's account is activated and may be payable prior to the opening of your store.

If you are participating in one of our incentive plans, you may be required to purchase store planning services for \$7,000 from us and the project labor. The cost of labor varies by project and is performed by an unaffiliated third party. This amount is non-refundable and paid in a lump sum (see Exhibit L).

Inventory: The cost of opening inventory that may be purchased from us is estimated to be between \$210,000 and \$1,000,000 for a start-up business. The cost of opening/replacement inventory for a conversion is estimated to be between \$0 and \$680,000. If you participate in one of our new store incentive programs, these costs are payable in installments (see Item 10), otherwise they are payable in a lump sum.

Interior Décor & Consolidated fixtures: The cost of interior décor and consolidated fixtures purchased from us is estimated to be between \$72,000 and \$96,000 for a start-up business and a between \$40,000 and \$100,000 for a conversion store. You may purchase additional fixtures from vendors that will bill through the Ace system (See Item 7).

Exterior Signage: The cost of exterior signage is estimated to be between \$10,000 and \$30,000 for both a start-up business and a conversion store. If you decide to establish an Ace Rental Place equipment rental center in your Ace store and you wish to purchase signage for it, Ace will sell you the signage. These expenditures are non-refundable and paid in a lump sum.

Insurance: If you decide to purchase insurance from our subsidiary, Ace Insurance Agency, Inc., we estimate the cost to be between \$2,500 and \$30,000. You will pay these costs in installments with a deposit equal to two months and then 10 additional payments. These expenditures are non-refundable.

Training: If you are a new member opening your first Ace store, you will also purchase New Retailer Training for \$38,000. This amount is non-refundable and paid to us in a lump sum.

Brand Assessment: If your store is activated in the first three quarters of the calendar year, the initial Annual Brand Assessment of \$6,000 will be billed to your Ace store statement 60 days after your store's account is activated and may be payable prior to the opening of your store. This amount is non-refundable and paid to us in a lump sum. If your store opens in the fourth quarter, you will be billed \$12,000 in February of the year following activation. This fee is non-refundable, billable in installments and may be payable prior to the opening of your store. See Item 6 "Other Fees" for additional information on the Annual Brand Assessment.

Local Lift Max Assessment: If a new Ace store or an existing non-Ace Hardware store is converted to an Ace Hardware store and is open and active on acehardware.com, in the first three (3) calendar year quarters, the store will be placed in the \$6,500 tier and pay a prorated annual assessment of until the end of the calendar year. The assessment will be billed to each Ace billing statement in increments of \$250. For subsequent years, the store's Local Lift Max Assessment tier will be based on the store's consumer internet search demand and the total dollar investment the store would be required to make to achieve a greater search presence in internet search results. If a new store opens in Q4, the store will pay zero dollars for the remainder of the calendar year and will be placed in a Local Lift Max Assessment tier the following year based on the store's consumer internet search demand and the total dollar investment the store would be required to make to achieve a greater search presence in internet search results. If an existing Ace store undergoes a change of ownership, the new owner will resume the monthly equal installments already established for the store. For existing stores, the minimum assessment is \$5,060 and the maximum assessment is \$48,100. See Item 6 "Other Fees" for additional information on the Local Lift Max Assessment.

## **ITEM 6**

### **OTHER FEES**

All programs and fees are subject to change upon notice.

| <b>Type of Fee (1)</b>    | <b>Amount</b>                                                                                                                                                                                                          | <b>Due Date</b>                                                                                                               | <b>Remarks</b>                                                                                                                                                                    |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Late Payment              | .77% of the past due bi-weekly billing statement balance.                                                                                                                                                              | 10 days after billing                                                                                                         | Payable on all overdue amounts. See further explanation in Note (2) below.                                                                                                        |
| Low Volume Service Charge | \$100.00 per bi-weekly billing period if annual volume purchased is less than \$200,000.                                                                                                                               | 10 days after billing                                                                                                         | Payable if you fail to make the \$200,000 minimum annual purchases. See further explanation in Note (3) below.                                                                    |
| Freight Charge            | The freight rate is billed as a fixed percentage of your warehouse purchases, adjusted annually.                                                                                                                       | 10 days after billing                                                                                                         | Changes to freight percentages will be calculated and communicated as needed.                                                                                                     |
| Fuel Surcharge            | A 0.25% fuel charge applies to all deliveries. The surcharge is adjusted (i.e., increased or decreased) weekly, 0.25% for every five-cent change (increase or decrease) in US, National Average price for diesel fuel. | 10 days after billing                                                                                                         | The fuel surcharge percentage is applied to the net freight charge.                                                                                                               |
| Core Retail Services      | \$315.25 per month for all parent stores and \$131.50 per month for each branch store. There will be a 2.5% increase in the Core Retail Services Fee each year.                                                        | 10 days after billing                                                                                                         | See further explanation in Note (4) below.                                                                                                                                        |
| Restocking Fees           | Varies. Warehouse restocking fees due to your ordering error are based on percentage of your claims to your purchases as described in note (5) below.                                                                  | 10 days after billing                                                                                                         | Retailer error is tracked as a percent of sales and calculated based on a rolling 12 months.                                                                                      |
| Regulatory                | Varies by state and product (i.e., paint recycling fee).                                                                                                                                                               | 10 days after billing                                                                                                         | Ace may be required by state law to collect and remit regulatory fees on your behalf based on your product purchases from Ace.                                                    |
| Business Insurance        | Will vary depending upon coverage purchased. Estimated annual cost of required coverage: \$2,500 - \$30,000.                                                                                                           | 11- month installment plan with 2 months' premium paid in month 1 and balance equally billed monthly over the next 10 months. | Business insurance is required and may be purchased from our affiliate Ace Insurance Agency, Inc., or from unaffiliated third parties. See further explanation in Note (6) below. |

| <b>Type of Fee (1)</b>                                                                                          | <b>Amount</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Due Date</b>                                                                                                          | <b>Remarks</b>                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Annual Brand Assessment                                                                                         | Store's first calendar year: \$6,000 flat fee per store.<br>Subsequent years: 2% of prior year purchases subject to minimum and maximum assessments described in Note (7) below.                                                                                                                                                                                                                                                                                                                                                                    | 10 days after billing                                                                                                    | See further explanation in Note (7) below.                                                                                                                                                         |
| Local Lift Max Assessment                                                                                       | Varies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 10 days after billing                                                                                                    | See further explanation in Note (8) below.                                                                                                                                                         |
| Computer Hardware and Software for Point of Sale System (POS)<br><br>Computer Hardware and Software Maintenance | \$35,000 - \$75,000.<br><br>You will also incur charges for ongoing computer hardware and software maintenance services. Costs for these services will vary depending on the services selected by you but are estimated to be \$700 per month. If you use a point of sale system from Epicor Software Corporation, you will also pay an additional \$7.50 per payment device, per month, for transactional security (i.e. point to point encryption). If you use a different point of sale vendor, the fee for point to point encryption will vary. | Varies depending upon the vendor you contract with.                                                                      | See further explanation in Note (9) below.<br><br>If you purchase your point of sale system and maintenance from Epicor Software Corporation you will pay us, and we will pay Epicor.              |
| Store Planning Services                                                                                         | Minimum \$7,000 flat fee for Full Services Package. Additional fees will vary depending on project scope.                                                                                                                                                                                                                                                                                                                                                                                                                                           | Completion of project or 180 days from start of fixture plan (26 equal installments for existing retailers upon request) | Store planning services are mandatory under certain new store incentive plans and are provided by us. See Item 10. See Exhibit L for Store Planning Agreement.                                     |
| Ace Bankcard Program                                                                                            | \$35.00 annual fee per store. A monthly non-qualified fee will be assessed to your statement based on card type and volume.                                                                                                                                                                                                                                                                                                                                                                                                                         | 10 days after billing                                                                                                    | This program is optional. See Exhibit G for Ace Bankcard Program Retailer Agreement.                                                                                                               |
| Customer Check Verification Service (Telecheck)                                                                 | 1% of face value of your customer's check.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 10 days after billing (if billed through Ace)                                                                            | This service is optional. This service is available from Ace or from third parties (e.g., VISA, MasterCard, etc.). If you obtain this service from us, you will pay us, and we will pay Telecheck. |

| Type of Fee (1)               | Amount                                                                                                                                                                                                                                                                                                                                                                                                                                | Due Date              | Remarks                                                                                                                                                                                            |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Ace Rewards® Program          | \$850 initial fee; \$75 per month, per store thereafter. Additional fees for direct mail per piece (\$0.43 - \$0.50) apply. Each participating store is required to participate in all mandatory promotions under the program.                                                                                                                                                                                                        | 10 days after billing | Provided your technology is capable, see Exhibit H for the Ace Rewards Program Retailer Agreement and Exhibit J for the Data Collection Program Agreement.                                         |
| Ace Gift Card Program         | \$41 - \$67.50 fee for display and \$30 for sign kit plus \$0.35 per blank (inactivated) card stock. For stores using Epicor POS systems, there will be a \$175 set up fee. If you have another POS provider, there may or may not be additional fees. Cost will also vary depending upon type of card, displays and accessories purchased. There is a 10% marketing fee per transaction for redemption on Gift Card Mall gift cards. | 10 days after billing | See Exhibit I for the Ace Retailer Acceptance Agreement.                                                                                                                                           |
| Regional Advertising          | Will vary depending on regional advertising programs.                                                                                                                                                                                                                                                                                                                                                                                 | 10 days after billing | Participation is optional and program is market-specific. See Item 11.                                                                                                                             |
| Local Lift Program (10)       | Varies                                                                                                                                                                                                                                                                                                                                                                                                                                | 10 days after billing | Participation is optional.                                                                                                                                                                         |
| Other Marketing Services      | Varies based on the services utilized.                                                                                                                                                                                                                                                                                                                                                                                                | 10 days after billing | These services are optional. Services available to retailers include: local print advertising, ordering print supplies and managing social media. Payment terms for direct billing vary by vendor. |
| Group Preprint Program        | Price varies by page count and group participation. There is a minimum charge of \$25 on all orders.<br><br>For example, group pricing for an eight tab is \$62.80 per thousand copies                                                                                                                                                                                                                                                | 10 days after billing | This program is optional. See Item 11. This is our advertising preprint program.                                                                                                                   |
| Digital Circular Program (11) | \$65 per month per store<br><br>\$425 per month per store for advertising the digital circular.                                                                                                                                                                                                                                                                                                                                       | 10 days after billing | This program is optional.<br><br>Minimum annual requirement of twelve advertisements to participate.                                                                                               |

| <b>Type of Fee (1)</b>                                                                     | <b>Amount</b>                                                                                                                                                                                                                      | <b>Due Date</b>                                                                                                                            | <b>Remarks</b>                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Monthly Sign Kit Program                                                                   | \$210 per month for full kit;<br>\$105 for mini-kit.                                                                                                                                                                               | 10 days after billing                                                                                                                      | This program is a recommended component of our overall Marketing and Advertising Plan. The sign kit includes all point-of-purchase signage supporting Ace's consumer marketing plan.                                                                                                   |
| Helpful Experience Program<br><br>(Mystery Shop, Customer Engagement, Employee Engagement) | For each in-store Buy Online Pick Up In Store and Curbside mystery shop the fee is \$48. For each phone mystery shop the fee is \$17. Employee Engagement and Customer Experience Surveys are sold as a bundle for \$30 per month. | 10 days after billing                                                                                                                      | This program is optional. The a la carte fee is assessed each month after the mystery shop service is completed. The bundled fee is assessed each month after customer surveys are returned. You will pay us, and we will pay the applicable service provider.                         |
| Visual Merchandising Services                                                              | Price varies depending on project scope.                                                                                                                                                                                           | Project is billed upon completion.<br><br>Standard due date is 10 days after billing (payment terms may vary subject to incentive program) | Services are provided by an unaffiliated third party. Under certain new store incentive plans you are required to use our third-party labor vendor. See Item 10. You will pay us, and we will pay the third party. See Exhibit K for the Ace Retailer Store Set-up Services Agreement. |
| Ace Rental Place                                                                           | Will vary depending upon the rental equipment offered, fixtures needed, maintenance/repair shop needs, and any optional exterior signs selected. Cost of implementation ranges between \$55,000 and \$130,000.                     | 10 days after billing                                                                                                                      | This program is optional.                                                                                                                                                                                                                                                              |
| Retail Loss Prevention                                                                     | Will vary depending upon equipment or services utilized. Estimated cost range per service: \$500 - \$6,000. Cost estimates do not include expenses for meeting rooms, travel, lodging, meals or tax where applicable.              | As incurred or as agreed                                                                                                                   | These services and products are optional. See Exhibit Q. See further explanation in Note (11) below.                                                                                                                                                                                   |
| Training Programs (Pre-Opening and Continuing)                                             | The cost will vary depending upon the type of training, duration, and location of sessions. Price does not include expenses for meeting rooms, travel, lodging, meals, or tax where applicable.                                    | Upon receipt of bill                                                                                                                       | See Item 11 for a list of Retail Training offerings and prices.                                                                                                                                                                                                                        |

| <b>Type of Fee (1)</b>               | <b>Amount</b>                                                                                                             | <b>Due Date</b>       | <b>Remarks</b>                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SAVINGSsource®                       | Will vary depending on services utilized.                                                                                 | 10 days after billing | Services are optional. See further explanation in Note (12) below.                                                                                                                                                                                                                                                                                                                                                                    |
| Mango Report                         | \$50 per month (single or main store) \$45 per month each additional store                                                | 10 days after billing | Services are optional.                                                                                                                                                                                                                                                                                                                                                                                                                |
| Business to Business                 | Will vary depending upon implementation method, marketing material and signage purchased to promote business to business. | 10 days after billing | This program is optional                                                                                                                                                                                                                                                                                                                                                                                                              |
| National Accounts Program            | Varies by Account                                                                                                         | Varies by Account     | Participation is optional (13)                                                                                                                                                                                                                                                                                                                                                                                                        |
| Ace Handyman Services Rebate Program | Varies. Member funds a 10% rebate on items \$49.99 or less purchased by Ace Handyman Services franchise owners            | Monthly               | See Footnote (14)                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Liquidated Damages                   | \$10,000 per month                                                                                                        | As incurred           | Payable on the first day of each month during which, for a period of one or more days, you fail to remove all Ace identification, signs, decals, displays or other materials bearing the Ace trademarks from your store after the termination of your membership. Such payments will continue until the first day of the month following the month in which all such Ace identification has been permanently removed from your store. |
| Costs and Attorney's Fees            | Will vary under circumstances.                                                                                            | As incurred           | Payable upon your failure to comply with the Membership Agreement, Brand Agreement and/or certain other agreements you enter into with us.                                                                                                                                                                                                                                                                                            |
| Indemnification                      | Will vary under circumstances.                                                                                            | As incurred           | You may have to reimburse us if we are held liable for claims arising from your store's operations.                                                                                                                                                                                                                                                                                                                                   |

**Notes:**

- (1) Except as to fees designated as optional or voluntary, all fees are imposed by and, unless otherwise noted, payable to us. All fees are nonrefundable. Except as described in this disclosure document, these fees are currently uniform as to all franchisees who receive this offer. Fees that we impose are subject to change upon notice to you.



- (2) Late payment fees apply on a national basis at the rate stated (i.e., .77%), except in Texas and Georgia, where the applicable bi-weekly percentage rates are .384% and .692%, respectively. Service charges are assessed on all past due balances according to the following guidelines: i) electronic payments must be initiated by 2 p.m. CST on Tuesday following the due date to avoid a past due service charge; and ii) manual checks must be posted in the bank lockbox by the bank cut off time on Wednesday following the due date to avoid a past due service charge. Past due balances as of the end of day Wednesday will be assessed the past due service charge at the rate of .77% (with the same exceptions of .384% and .692% in Texas and Georgia, respectively). Certain charges are exempt from past due service charges where mandated by the state.
- (3) You must pay a low volume service charge if your purchases from us during a calendar year are less than our minimum purchase levels. The charge currently applies on a bi-weekly basis if your annual purchases from us are less than \$200,000. If your purchases are less than \$200,000 in any given year, a \$100 low volume service charge is billed to each of your bi-weekly billing statements from the following February to January. New stores must be active for a full calendar year before this charge is applicable. The minimum purchase threshold, as well as the amount and manner of calculating the low volume service charge, can be changed by our Board of Directors. Failure to meet our minimum purchase levels constitutes cause for termination of your Membership Agreement.
- (4) Core Retail Services simplifies the billing process by bundling several important programs or services into one monthly charge, which include:
- ACENET: Our primary communications portal. ACENET provides a set of back office and catalog applications such as product search, ordering, defective and returned goods processing, training, Ace statement process, and numerous other applications.
  - Safety Data Sheets (SDS): Communicates the hazards of hazardous chemical products. Access is available 24/7 with unlimited single requests included.
  - Training Core Charge: This core fee helps to fund the Ace LearningPlace and the creation of educational content, certain no-additional-charge strategic training, and courses in Ace Management Academy.
  - NRHA Membership: Because Ace is a member of the North American Retail Hardware Association (“NRHA”), Ace retailers have access to online training and resources. From this site, retailers can access member newsletters, project brochures, NRHA studies and a variety of associate training tools including the Basic and Advanced Courses in Hardware Retailing
  - Retail Pricing: An assortment of pricing-related services designed to improve gross margin dollars and enhance price image. These include pricing services such as Tailored Pricing and Tailored Hotsheets, and the ongoing pricing research.
  - Store Systems: This core fee helps to fund the development and maintenance of technology and innovation to improve store operations, which includes, for example, the Ace Retailer Mobile App and Retail Analytics Dashboard.
  - E-Commerce: This core fee helps to fund the development, maintenance, and support of Ace’s e-commerce platform which includes, for example, [www.acehardware.com](http://www.acehardware.com), the Ace

consumer mobile app, and Product Sync, an application to allow for the selling of non-Ace SKUs on acehardware.com.

There will be a 2.5% increase in the Core Services Fee each year.

- (5) Restocking fees due to retailer ordering error are as follows:

| Percentage of claims to purchases | Restocking Fee              |
|-----------------------------------|-----------------------------|
| Less than .75%                    | 0%                          |
| .75 to 1.49%                      | 10% (covers handling)       |
| 1.5 to 2.0%                       | 20% (covers handling + 10%) |
| Greater than 2%                   | 30% (covers handling + 20%) |

- (6) We must be named as a loss payee party on your store's contents-insurance coverage. Your store must also have automotive and general liability insurance, each with no less than a \$1 million combined single limit, naming us as an additional insured. Your store's general liability insurance must also have a limit of no less than \$2 million in the aggregate. Your store must also carry statutory workers' compensation insurance and furnish evidence of insurance that is acceptable to us. Your store must also have umbrella liability coverage of no less than \$1 million. It is strongly recommended that you also maintain Employers Practice Liability (EPLI) coverage and Cyber Liability coverage. Your store's insurance must be written with a carrier with an AM Best Key Rating of at least an A- and must provide us with at least 10 days' notice of cancellation. You must provide evidence of such insurance to Ace's Corporate Risk Management Department.

- (7) The amount of the initial brand assessment for a new store activated in 2025 is a flat fee of \$6,000. If the new store is activated by Ace in the first three (3) calendar year quarters, the flat fee brand assessment will be billed on the store's bi-weekly statement issued on or after the date that is sixty (60) days following the date of the new store's activation. The store's annual brand assessment in subsequent years will be calculated based upon 2% of purchases made during the prior year, subject to the minimum and maximum assessments set forth below, which will be billed annually in twenty-six (26) equal installments on the store's bi-weekly statement from February to January.

If a new store is activated in the fourth (4th) calendar quarter, the billing of the \$6,000 flat fee brand assessment will be deferred until the following year. In addition, a brand assessment charge of \$6,000 for the calendar year following activation will be aggregated with the flat fee brand assessment for a total assessment of \$12,000, which will be billed in twenty-six (26) equal installments on its bi-weekly statement starting in February of the year following activation. Thereafter, the annual brand assessment will be calculated based upon 2% of purchases made during the prior year, subject to a minimum and maximum assessment which will be billed annually in twenty-six (26) equal installments on the store's bi-weekly statement from February to January.

The annual minimum assessment is \$6,270 and the maximum assessment is \$13,600. The annual brand assessment, including, without limitation, the minimum and maximum assessment, is subject to change by our Board of Directors.

- (8) In 2025, there are thirty-two different Local Lift Max Assessment tiers. A store's tier is based on consumer internet search demand and the total dollar investment the store would be required to make

to achieve a greater search presence in internet search results. If a new Ace store or an existing non-Ace Hardware store is converted to an Ace Hardware store and is open and active on acehardware.com, in the first three (3) calendar year quarters, the store will be placed in the \$6,500 tier and pay a prorated annual assessment. The assessment will be billed to each Ace billing statement in increments of \$250 until the end of the calendar year. If you participate in a regional advertising group and the Matching Funds Program (as described in Item 11, Exhibit P), you are eligible to receive a credit on your Ace billing statement. For subsequent years, the store's Local Lift Max Assessment tier will be based on the store's consumer internet search demand and the total dollar investment the store would be required to make to achieve a greater search presence in internet search results. If a new store opens in Q4, the store will pay zero dollars for the remainder of the calendar year and will be placed in a Local Lift Max Assessment tier the following year based on the store's consumer internet search demand and the total dollar investment the store would be required to make to achieve a greater search presence in internet search results. If an existing Ace store, undergoes a change of ownership, the new owner will resume the monthly equal installments already established for the store. For existing stores, the minimum assessment is \$5,060 and the maximum assessment is \$48,100.

Any changes to your store's Local Lift Max Assessment will be communicated in October for the following year. The annual investment will be billed annually in twenty-six (26) equal installments on the store's bi-weekly statement from January to December.

- (9) If you are opening a new store that is not a branch store or a conversion, and you do not also own an existing separate business that uses a point-of-sale computer system, we require that you purchase or lease or finance your point-of-sale computer system from one of Ace's designated vendors.
- (10) Local Lift is an optional program, above and beyond the Local Lift Max Assessment, that allows you to add your own local marketing budget and enroll in Google® Local paid search campaigns. Pricing will vary by market and there is an initial three-month commitment and a minimum monthly budget of \$250. In addition to your advertising spend, there is a one-time set up fee of \$59. There are flat rate support fees based on the number of stores you have in the campaign and a management fee based on how many overall locations are participating in the optional Ace Local Lift program.
- (11) Digital Circular Program contains an optional component that allows stores to customize the base National Advertisement for additional fees. There is a one-time setup fee of \$500 for microsite; \$50 per Ad setup, \$4 per item changed, and \$95 per hour for design fees. If you own more than one Ace store, customization costs can be shared across all stores in your group.
- (12) Retail Loss Prevention is a part of the Property/Loss Prevention Department. Participation in the programs or services or purchase of products offered is optional, most of which are offered by unaffiliated third-party vendors. Prices will vary depending upon the equipment desired or level of service requested. In-store consulting, auditing, training and investigations are available for fees beginning at \$500 plus at cost expenses, with fees increasing for additional services, if any, that you request. All in-store investigations are provided by unaffiliated third-party vendors and are billed directly to you by the vendor. General consulting, auditing, training and services through the Professional Retailer Services program will be billed by us directly to your store's statement. (See Exhibit Q)
- (13) SavingSource® is group discount/purchasing program. We negotiate discount programs with unaffiliated vendors to enable you to obtain discounts on purchase of goods and services, such as technology and communications products, office and retail store supplies, professional services, facility services, and construction and capital projects. You are not required to purchase or use any of the goods or services offered. You will contract directly with the vendor for the goods and services

you purchase. Most vendors will bill you directly; however, in some instances a vendor may bill you through us.

- (14) The National Account Program is a business to business (“B2B”) program. This is a negotiated discount/pricing and rebate program for national account B2B customers that shop at a Member’s store. The terms of the negotiated discount/pricing and rebate program offered to a B2B national account will vary by account. Members are automatically enrolled in the program but may opt out of the program in its entirety.
- (15) The Ace Handyman Services Rebate Program participation is available to Members that have not opted out of the National Account program. Participating Members fund a 10% rebate to Ace Handyman Services franchise owners on items priced at \$49.99 or less purchased at the participating store and corresponding acehardware.com webpage. Rebates will be processed monthly in arrears and Ace will debit your store statement the appropriate rebate amount on a monthly basis. Rebates on items priced above \$50.00 are funded by Ace.

## **ITEM 7**

### **ESTIMATED INITIAL INVESTMENT**

Our estimates of the ranges of initial investments in Ace stores are shown in the Tables below, do not include the purchase and development of real estate. We recommend that you review these figures with your business advisor and in light of your own investigation of the business before making any decisions. Ace stores vary widely in size, product mix and location. As illustrations, a low/high range of estimates is set forth below stores having between 3,000 - 12,000 square feet. None of the fees listed in this Item are refundable, unless otherwise provided.

Table 1

### **YOUR ESTIMATED INITIAL INVESTMENT**

#### **Start-Up Business - Leased Premises**

| <b>TYPE OF EXPENDITURE (1)</b>                                               | <b>AMOUNT</b>       | <b>METHOD OF PAYMENT</b>   | <b>WHEN DUE</b>                                              | <b>TO WHOM PAYMENT IS TO BE MADE</b>                        |
|------------------------------------------------------------------------------|---------------------|----------------------------|--------------------------------------------------------------|-------------------------------------------------------------|
| INITIAL FRANCHISE FEE –<br>Affiliation Fee (2)<br>Capital Stock Subscription | \$5,000<br>\$5,000  | Lump sum<br>Lump sum       | After approval of membership<br>After approval of membership | Us<br>Us                                                    |
| ADVERTISING (3)(4)<br>Initial Brand Assessment                               | \$6,000 - \$12,000  | Lump sum or installments   | (See Note 3)                                                 | Us                                                          |
| Local Lift Max Assessment                                                    | \$6,500 - \$48,100  | Installments               | (See Note 4)                                                 | Us                                                          |
| EXTERIOR SIGNAGE                                                             | \$10,000 - \$30,000 | 1) Lump sum<br>2) Lump sum | In advance or as otherwise required by your supplier         | Us or<br>Your supplier if billed outside the Ace system (5) |

| TYPE OF EXPENDITURE (1)                                                                                                        | AMOUNT                                  | METHOD OF PAYMENT                                                                                                                                                                                                                                                                                                                                | WHEN DUE                                                                                                                                                                        | TO WHOM PAYMENT IS TO BE MADE                                      |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| LEASEHOLD IMPROVEMENTS(6)<br>Store Planning, Interior Décor<br>Consolidated fixtures, Furniture<br>and Other Fixtures          | \$102,750 – \$200,850                   | Lump sum                                                                                                                                                                                                                                                                                                                                         | In advance or as otherwise<br>required by your supplier                                                                                                                         | Us or<br>Your suppliers if<br>billed outside the Ace<br>system (5) |
| STORE SET UP LABOR (7)                                                                                                         | \$16 per sq. ft<br>\$48,000 - \$160,000 | Lump sum                                                                                                                                                                                                                                                                                                                                         | In advance or as otherwise<br>required by your supplier                                                                                                                         | Us or<br>Your supplier if billed<br>outside the Ace<br>system (5)  |
| EQUIPMENT (8)                                                                                                                  | \$91,100 - \$138,100                    | Lump sum or as<br>required by supplier                                                                                                                                                                                                                                                                                                           | In advance or as otherwise<br>required by your supplier                                                                                                                         | Us or your supplier if<br>billed outside the Ace<br>system (5)     |
| RENT (9)<br>First 3 months' rent and security<br>deposit                                                                       | \$21,000 - \$107,000                    | Per Lease                                                                                                                                                                                                                                                                                                                                        | Per Lease                                                                                                                                                                       | To lessor                                                          |
| PREPAID EXPENSES -<br>Dues, Permits, Subscriptions,<br>utilities (deposits may be<br>refundable) and other prepaid<br>expenses | \$3,000 - \$15,000                      | As required                                                                                                                                                                                                                                                                                                                                      | As required                                                                                                                                                                     | To third parties                                                   |
| OPENING INVENTORY (10)                                                                                                         | \$210,000 - \$1,000,000                 | (1) 6 months deferred<br>dating followed by a<br>credit up to specified<br>dollar amounts of Ace<br>recommended<br>Discovery assortment<br>products in your<br>store's Opening Stock<br>Order (OSO), if you<br>participate in one of<br>our new store<br>incentive programs<br>(see Item 10); and/or<br>(2) lump sum for all<br>other purchases. | (1) 6 months after you place<br>your OSO for purchases made<br>under one of our new-store<br>incentive programs (see Item<br>10);<br>(2) in advance for all other<br>purchases. | Us or your suppliers<br>if billed outside the<br>Ace system (5)    |
| INITIAL SUPPLIES                                                                                                               | \$3,000 - \$7,500                       | As required                                                                                                                                                                                                                                                                                                                                      | Upon billing                                                                                                                                                                    | Us or your suppliers                                               |
| INSURANCE (11)                                                                                                                 | \$2,500 - \$30,000                      | 2 months deposit plus<br>10 payments if Ace<br>program                                                                                                                                                                                                                                                                                           | Upon effective date                                                                                                                                                             | Ace Insurance or your<br>choice of agency                          |
| NEW INVESTOR RETAIL<br>TRAINING (12)                                                                                           | \$0 - \$38,000                          | Lump sum                                                                                                                                                                                                                                                                                                                                         | Before opening                                                                                                                                                                  | Us                                                                 |
| ADDITIONAL FUNDS -<br>Working capital for the first 90<br>days (13)                                                            | \$90,000 - \$205,000                    | As needed                                                                                                                                                                                                                                                                                                                                        | As needed                                                                                                                                                                       | Us and third parties                                               |
| <b>TOTAL OF ESTIMATED<br/>INITIAL INVESTMENT (13)</b>                                                                          | <b>\$603,850 –\$2,001,550</b>           |                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                 |                                                                    |

**Notes:**

- (1) The amounts provided in the table above reflect estimated costs you will incur to develop a new Ace store (See Table 2 below and its accompanying notes in this Item 7 for the estimated initial investment to convert an existing hardware store to an Ace store.) In preparing this estimate, we have assumed that you will use our vendors for supplies, fixtures, and equipment and bill through the Ace system; and you will participate in one of the new

store incentive programs that we offer to finance certain items comprising the initial investment, the terms of which are detailed in Item 10. Except for the security deposit under your lease, which is typically refundable if you comply with the lease terms, and except as provided in Notes 2 and 10, all fees and payments are non-refundable. These ranges do not include atypical upgrades to equipment or store design. The costs for rent, furniture, fixtures, interior décor, equipment, leasehold improvements and inventory and supplies will vary based on your Ace store's square footage, condition of the property, location (including geographic location and the store format (freestanding, strip mall, etc.)), market conditions, financing costs, and other physical characteristics of the Ace store's location.

- (2) We describe the affiliation fee in Item 5. If we approve your membership application, this affiliation fee is non-refundable.
- (3) The initial brand assessment for new stores is billed when a new store is activated. New stores opened in the first three quarters are billed \$6,000 payable in a lump sum. New stores opened in the fourth quarter are billed \$12,000 payable in installments. See Item 6, of this disclosure document for additional information on the Annual Brand Assessment. You may, however, elect to spend additional amounts (i.e., in excess of the initial brand assessment) on the grand opening of your Ace store.
- (4) The Local Lift Max assessment for new stores is billed when a store opens. There are thirty-two different Local Lift Max Assessment tiers. A store's tier is based on consumer internet search demand and the total dollar investment the store would be required to make to achieve a greater search presence in internet search results. If a new Ace store or an existing non-Ace Hardware store is converted to an Ace Hardware store and is open and active on acehardware.com, in the first three (3) calendar year quarters, the store will be placed in the \$6,500 tier and pay a prorated annual assessment until the end of the calendar year. The assessment will be billed to the Ace billing statement in increments of \$250. For subsequent years, the store's Local Lift Max Assessment tier will be based on the store's consumer internet search demand and the total dollar investment the store would be required to make to achieve a greater search presence in internet search results. If a new store opens in Q4, the store will pay zero dollars for the remainder of the calendar year and will be placed in a Local Lift Max Assessment tier the following year based on the store's consumer internet search demand and the total dollar investment the store would be required to make to achieve a greater search presence in internet search results. If an existing Ace store, undergoes a change of ownership, the new owner will resume the monthly equal installments already established for the store. For existing stores, the minimum assessment is \$5,060 and the maximum assessment is \$48,100. If you participate in a regional advertising group and the Matching Funds Program (as described in Item 11, Exhibit P), you are eligible to receive a credit on your Ace billing statement.
- (5) If you are a new Ace member, or an existing Ace member opening your first branch store, you are required to pay us in advance before we release your orders.
- (6) Some landlords may pay all or some of your tenant improvements as part of your lease negotiations. The amounts will vary depending on your Ace store's size, location (freestanding, strip mall, etc.), geographic location, and condition. You may also elect to spend additional amounts on your Ace store (i.e. upgrades to flooring, lighting, etc.) This estimate does not include construction of a new building.
- (7) The cost will vary and will be based on the size and scope of your store's project.
- (8) This estimate includes computer system with point-of-sale (Hardware/Software), telephone, in-store communications, security, and other equipment for a store ranging from 3,000 to 12,000 square feet. The amounts will vary depending primarily on your Ace store's size.
- (9) Rent amounts can vary depending upon the area in which the Ace store is located, its size, the condition of the premises, the landlord's contribution to your leasehold improvements and other factors. You probably will also have to pay the landlord a first and last months' rent deposit and possibly a lease security deposit when you sign the lease. You may choose to purchase, rather than rent, real estate on which a building suitable for the Ace store already is constructed or could be constructed. Real estate costs depend on location, size, visibility, economic conditions, accessibility and competitive market conditions. Because of the numerous variables that

affect the value of a particular parcel of real estate, this initial investment table does not reflect the potential purchase cost of real estate or the costs of constructing a building suitable for the Ace store.

- (10) The above assumes Opening Inventory is purchased from Ace. See Items 8 and 10, respectively, of this disclosure document for details regarding product sourcing restrictions and our new-store incentive programs. You may also elect to purchase additional inventory direct from us or suppliers. The cost will vary based on your product choice and supplier.
- (11) Insurance purchased through Ace Insurance Agency, Inc., may be refundable on an earned basis if canceled after the effective date.
- (12) New Investor Retail Training is required if you are a new member opening your first Ace store. If you are already a member and are opening a branch store, New Investor Retail Training is not required. You will also be required to pay your own travel expenses, if any.
- (13) This estimate is for the initial working capital, or cash reserve, necessary to cover initial operating expenses of an Ace store for the first 90 days of operation. These expenses include inventory, payroll, and market expenses. These figures are estimates, and you may have additional expenses starting the business. Your costs will depend on factors such as your management skill, experience, and business acumen, the local market for your Ace store's products and services, prevailing local economic or climatic conditions which might exist at the time your store opens for business and the level of sales obtained during the first 90 days of operation. The working capital is estimated based on our experience opening new Ace stores and will vary based on the total project cost and such other factors as may be required by your lenders or recommended by your business advisors.
- (14) The total estimated investment does not include purchase and development of real estate, finance charge, interest, or debt service obligation. The availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral; the lending policies of financial institutions from which you request a loan or if you are an existing Ace retailer, your participation in one of our loan programs (See Item 10). You should review these figures carefully with a business advisor before deciding to acquire the franchise.

Table 2

**YOUR ESTIMATED INITIAL INVESTMENT  
Conversion Store**

| TYPE OF EXPENDITURE (1)                                   | AMOUNT              | METHOD OF PAYMENT | WHEN DUE                                                     | TO WHOM PAYMENT IS TO BE MADE |
|-----------------------------------------------------------|---------------------|-------------------|--------------------------------------------------------------|-------------------------------|
| INITIAL FRANCHISE FEE -<br>Capital Stock Subscription (2) | \$5,000             | Lump sum          | 60 days after store activation                               | Us                            |
| ADVERTISING<br>Initial Brand Assessment (3)               | \$6,000 - \$12,000  | Installments      | (See Note 3)                                                 | Us                            |
| Local Lift Max Assessment (4)                             | \$6,500             | Installments      | (See Note 4)                                                 |                               |
| SIGNAGE<br>Exterior Signage                               | \$10,000 - \$30,000 | Lump sum          | Upon billing or as required by your supplier<br>(See Note 5) | Us or Your supplier           |

| TYPE OF EXPENDITURE (1)                                             | AMOUNT                  | METHOD OF PAYMENT                                                                                                                                                                                                                                                                       | WHEN DUE                                                                                                                                                      | TO WHOM PAYMENT IS TO BE MADE          |
|---------------------------------------------------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| INTERIOR DÉCOR & FIXTURES<br>(5) Decorating, Furniture and Fixtures | \$40,000 - \$100,000    | Lump sum                                                                                                                                                                                                                                                                                | Upon billing                                                                                                                                                  | Us                                     |
| EQUIPMENT (6)                                                       | \$14,100 – \$120,000    | Lump sum                                                                                                                                                                                                                                                                                | Upon billing or as required by your supplier                                                                                                                  | Us or your supplier                    |
| STORE RESET LABOR (7)                                               | \$45,000 - \$200,000    | Lump sum                                                                                                                                                                                                                                                                                | 26 installments if under one of our loan or incentive programs (see Item 10); or upon billing.                                                                | Us                                     |
| OPENING/REPLACEMENT INVENTORY (8)                                   | \$0 - \$680,000         | (1) 6 months deferred dating plus 26 equal installments followed by a credit up to specified dollar amounts of Ace recommended Discovery assortment products, if you participate in one of our new store incentive programs (see Item 10); and/or (2) lump sum for all other purchases. | (1) 6 months after you place your OSO for purchases made under one of our new-store incentive programs (see Item 10); (2) in advance for all other purchases. | Us or your supplier                    |
| RETAIL BRANDED SUPPLIES                                             | \$3,000 - \$7,500       | Lump sum                                                                                                                                                                                                                                                                                | Upon billing or otherwise required by supplier                                                                                                                | Us or your supplier                    |
| INSURANCE (9)                                                       | \$0 - \$30,000          | 2 months deposit plus 10 payments if Ace program                                                                                                                                                                                                                                        | Upon effective date                                                                                                                                           | Ace Insurance or your choice of agency |
| CONVERSION RETAIL TRAINING (9)                                      | \$5,000- \$38,000       | Lump sum                                                                                                                                                                                                                                                                                | Before opening                                                                                                                                                | Us                                     |
| <b>TOTAL ESTIMATED INITIAL INVESTMENT (10)</b>                      | \$134,600 - \$1,229,000 |                                                                                                                                                                                                                                                                                         |                                                                                                                                                               |                                        |

Notes:

- (1) The amounts provided in in the table above reflect estimated costs you will incur to convert an existing hardware business to an Ace store. In preparing this estimate, we have assumed that you will use our vendors for supplies, fixtures, and equipment and bill through the Ace system. All fees and payments are non-refundable. These ranges do not include atypical upgrades to equipment or store design. The costs for fixtures and equipment, inventory and supplies will vary based on your Ace store’s square footage, condition of the property, location (including geographic location and the store format (freestanding, strip mall, etc.), market conditions, financing costs, if any, and other physical characteristics of the Ace store’s location.
- (2) We describe the capital stock requirements and affiliation fee in Item 5. If we approve your membership application, the affiliation fee is waived.
- (3) The initial brand assessment for new stores is billed when a new store is activated. New stores opened in the first three quarters are billed \$6,000 payable in a lump sum. New stores opened in the fourth quarter are billed



\$12,000 payable in installments. See Item 6, footnote 6 of this disclosure document for additional information on the Annual Brand Assessment. You may, however, elect to spend additional amounts (i.e., in excess of the initial brand assessment) on the grand opening of your Ace store.

- (4) The Local Lift Max Assessment for new stores is billed when a store opens. In 2025, there are thirty-two different Local Lift Max Assessment tiers. A store's tier is based on consumer internet search demand and the total dollar investment the store would be required to make to achieve a greater search presence in internet search results. If a new Ace store or an existing non-Ace Hardware store is converted to an Ace Hardware store and is open and active on acehardware.com, in the first three (3) calendar year quarters, the store will be placed in the \$6,500 tier and pay a prorated annual assessment until the end of the calendar year. \$250 will be billed to each Ace billing statement for the Local Lift Max Assessment. For subsequent years, the store's Local Lift Max Assessment tier will be determined by the store's consumer internet search demand and the total dollar investment that the store would be required to make to achieve a greater search presence in internet search results. If you participate in a regional advertising group and the Matching Funds Program (as described in Item 11, Exhibit P), you are eligible to receive a credit on your Ace billing statement. See Item 6, of this disclosure document for additional information on the Local Lift Max Assessment.
- (5) This estimate includes store planning, interior décor, fixtures (consolidated) and furniture for a store ranging from 3,000 to 12,000 square feet. The amounts will vary depending primarily on your Ace store's size, location (freestanding, strip mall, etc.), geographic location, and condition and how you may choose to relay, remodel, or remerchandise your store.
- (6) This estimate includes computer system with point-of-sale (Hardware/Software) upgrades (or a new system) and other equipment for a store ranging from 3,000 to 12,000 square feet. The amounts will vary depending primarily on your Ace store's size.
- (7) This estimate will vary based on the size and scope of your project.
- (8) The above assumes Opening Inventory is purchased through Ace. See items 8 and 10, respectively, of this disclosure document for details regarding product sourcing restrictions and our store incentive programs. You may also elect to purchase additional inventory from us or suppliers. The cost will vary based on your product selections and suppliers.
- (9) Insurance purchased through Ace Insurance Agency, Inc., may be refundable on an earned basis if canceled after the effective date.
- (10) Conversion Retail Training is required if you operate a hardware store and are converting your hardware store to Ace. New Investor Retail Training will be required if you are a new member opening your first Ace store and do not currently operate a hardware store.
- (11) The total estimated investment does not include purchase of an existing business, finance charge, interest, or debt service obligation. The availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral; the lending policies of financial institutions from which you request a loan or if you are an existing Ace retailer, your participation in one of our loan programs (See Item 10).

**[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]**

## **ITEM 8**

### **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

Ace and its affiliates are not the only suppliers for goods and services. We do not currently approve or disapprove your outside non-Ace suppliers. Although, we maintain a list of Ace approved suppliers and service providers, there is no current obligation under the Membership Agreement (Nonbranded), the Ace Brand Agreement or otherwise for you to purchase or lease any specific goods, services, supplies, fixtures, equipment, inventory or real estate from any designated sources, except as follows, or as otherwise previously indicated in Items 5, 6 and 7 of this disclosure document.

The General Member Standards/ Ace Brand Standards/ Member Operational Requirements (part of Exhibit A and Exhibit B) require you to make the Company your primary source of supply by giving first and careful consideration to all merchandise lines and products offered for sale by the Company. When you sign the Membership Agreement (Nonbranded) and Ace Brand Agreement, you must adhere to our category management specifications, as required under Sections 6(a) and (b) of the Ace Brand Standards section of the General Member Standards/ Ace Brand Standards/ Member Operational Requirements, which include our minimum inventory specifications for basic hardware department merchandise. The General Member Standards/Ace Brand Standards/ Member Operational Requirements are subject to change. We are the only source for Ace private label merchandise.

Participation in the Ace Rewards (provided your technology allows) and Ace Gift Card programs require you to comply with certain program terms which we may designate from time to time. See Exhibit H and Exhibit I, respectively.

Participation in one of our incentive programs or loan programs require you to comply with certain program terms which we may designate from time to time. See Item 10 and Exhibit N.

You may make your purchases from us in one of three main ways. The first way is by ordering directly from our warehouse stock. You order at our established price, we ship the merchandise to you from our warehouse, and we add a variable handling charge of approximately 10%, unless your purchase is made under one of our special programs that we sometimes offer at a lower handling charge. We bill you for the cost of your warehouse merchandise, plus the handling charge, on your regular bi-weekly billing statement. We also charge you freight-related fees.

The second way you may purchase from us is by sending an Ace purchase order directly to a vendor. This type of order is called "drop ship" where the vendor makes the sale to us, but ships directly to you. We, in turn, pay the vendor for your drop ship orders and bill you on your regular bi-weekly billing statement for the cost of the merchandise (including freight where applicable) plus a fixed percentage handling charge based on your prior year drop ship purchase volume. The handling charge begins at 2.0 percent and declines to 0.5 percent for those retailers whose annual purchase volumes exceed \$815,000. If you purchase from one of our vendors that participates in our ACENET Direct program, there is no handling charge. If the vendor has provided you with extended payment terms, the dating is passed through to the bi-weekly billing statement.

The third way you may purchase from us is on the bulletin program. Under this program, we notify you of items available for bulletin order at a specific price, but we purchase them only after we receive our members' specific advance orders for these items. On bulletin orders, we generally add a handling charge of 6% (however it could be up to 10%) unless your purchase is made under one of our special programs that we sometimes offer at a lower handling charge. We also charge you freight-related fees.

You may also purchase outside our system by ordering independently on behalf of your business from any vendor you choose and by paying that vendor directly, rather than billing the order through us. We do not have or keep records of, or derive any revenues from, these types of purchases. No officers have any interest in any supplier described in this Item 8 except nominal interests in public companies.

Although our affiliates Emery Jensen Distribution, LLC, and Ace Insurance Agency, Inc. derive revenues from purchases that our members voluntarily make from them, there are no purchases or leases that you are required to make from them. Although you are required to carry mandatory levels of business insurance as discussed in Item 6 of this disclosure document, and we require you to provide us with evidence of this insurance from companies acceptable to us, there are no formal policies, procedures or specifications by which we grant or revoke approval to these or any other suppliers.

We require that all merchandise orders be submitted to us through an electronic ordering process. We also require that you operate a point-of-sale computer system in connection with the operation of your store. If you are opening a new store that is not a branch store or a conversion, and you do not also own an existing separate business that uses a point-of-sale computer system, we require that you purchase or lease or finance your point-of-sale computer system from our designated vendors. See Item 11 for detailed information on computer hardware and software.

Because we, as a consolidated group with our affiliates, operate as a retailer-owned cooperative in the United States, the only income we derive from our members is income necessary to offset (or partially offset) our cost of providing our programs and services to them. Also, because we operate as a cooperative, all or substantially all of our net income from the sale of merchandise to our U.S. members is distributed back to them annually in the form of patronage distributions. These patronage distributions represent all or substantially all of the excess of our sales receipts from members over the aggregate of our costs of merchandise, our expenses and such reserves as are reasonably determined to be appropriate by the Board of Directors.

This distribution is made in accordance with our Patronage Distribution Plan (Exhibit E), Article VIII of our By-laws (Exhibit D), and Subchapter T of the U.S. Internal Revenue Code.

Under our current Patronage Distribution Plan (Exhibit E), forty percent (40%) of your patronage distributions are distributed in cash and the remaining sixty percent (60%) is distributed in a combination of shares of Class “C” non-voting stock and non-negotiable patronage refund certificates. The respective percentages of patronage refund certificates and stock for this sixty percent (60%) portion of your patronage distribution is determined based on whether or not you have already satisfied the stock requirement, as set forth in the Patronage Distribution Plan.

In addition, according to Article VIII of our By-Laws (Exhibit D), if there are any unpaid, outstanding amounts due from you to us, including any interest, fees and charges, we will first apply the sixty percent (60%) portion of your patronage distribution to the payment of such unpaid, outstanding amounts, and then distribute the remaining balance of your patronage distribution, if any, to you in shares of our Class “C” non-voting stock and/or non-negotiable patronage refund certificates, as described above. In addition, if you become indebted to us, we may also apply the 40% cash portion of patronage distributions to such indebtedness, unless you make a timely written request to us to the contrary (Article VIII of our By-laws (Exhibit D)).

In fiscal year 2024, Ace’s revenues from the sale of merchandise and services to our members were \$7.8 billion, or 82% of our consolidated revenues of \$9.5 billion. Since we have no general requirement that any specific percentage of your total purchases be made from us, and we do not receive financial data in a consistent format from all of our members, we are unable to estimate what percentage your payments to us

might bear in relation to all of the purchases which you may make in the establishment or operation of your business. Except as described above, neither we nor our affiliates derive revenue or other material consideration as a result of required purchases or leases. As a retailer-owned cooperative, we endeavor to negotiate purchase arrangements (including price terms) with suppliers for the benefit of our members. We do not provide material benefits (such as granting approvals for additional Ace stores) to members based on their use of designated or approved sources.

## **ITEM 9**

### **FRANCHISEE'S OBLIGATIONS**

This table lists your principal obligations under the Membership Agreement (Nonbranded) (Exhibit A), the Ace Brand Agreement (Exhibit B), and if applicable, the respective incentive agreement if you participate in one of our new store incentive programs. It will help you to find detailed information about your obligations in these agreements and in other items of this disclosure document.

| <b>OBLIGATION</b>                                          | <b>SECTION IN AGREEMENT (1)</b>                                                                                                                                                                                                                                                                                                                                                                          | <b>DISCLOSURE DOCUMENT ITEM</b>           |
|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| a. Site selection and acquisition/lease                    | Article V, Sections 9-11 of the Membership Agreement (Nonbranded) and attached Rider, if any; Article V, Sections 7-9 of the Ace Brand Agreement and attached Rider, if any                                                                                                                                                                                                                              | Items 7, 11 and 16 and Exhibits A and B   |
| b. Pre-opening purchases/leases                            | Article II, Sections 2 and 3 of the Membership Agreement (Nonbranded); Subscription for Capital Stock Agreement                                                                                                                                                                                                                                                                                          | Items 7 and 8 and Exhibits A and C        |
| c. Site development and other pre-opening requirements     | Article II, Section 2 of the Membership Agreement (Nonbranded); Subscription for Capital Stock Agreement                                                                                                                                                                                                                                                                                                 | Items 5, 6, 7 and 11 and Exhibits A and C |
| d. Initial and ongoing training                            | Training is not mandatory under either the Membership Agreement (Non-Branded) or Ace Brand Agreement, but training is mandatory under Section 2 of each of the following Incentive Agreements:<br>New Investor A; Branch A; Grocery Retailer Freestanding Ace Store; New Investor B, Branch B, Store Conversion (Ace Advantage \$750K+ Annual Handled Purchases); Store Conversion.                      | Items 6 and 11 and Exhibit O              |
| e. Opening                                                 | Not applicable                                                                                                                                                                                                                                                                                                                                                                                           | Item 11                                   |
| f. Fees                                                    | Article I, Section 2 and Article II, Sections 2, 3, 5 and 7 of the Membership Agreement (Nonbranded) and General Member Standards/ Ace Brand Standards/ Member Operational Requirements; Article II, Sections 1 and 4 and Article III, Section 3 of the Ace Brand Agreement and General Member Standards/ Ace Brand Standards/ Member Operational Requirements; Subscription for Capital Stock Agreement | Items 5, 6 and 7 and Exhibits A, B and C  |
| g. Compliance with standards and policies/Operating Manual | Article II, Sections 4, 9 and 12 of the Membership Agreement (Nonbranded) and its General Member Standards/ Ace Brand Standards/ Member Operational Requirements; Article II, Sections 3 and 6 of the Ace Brand Agreement and the General Member Standards/ Ace Brand Standards/ Member Operational Requirements; Section 2 of each Incentive Agreement                                                  | Items 11 and 16 and Exhibits A, B and O   |

| <b>OBLIGATION</b>                                      | <b>SECTION IN AGREEMENT (1)</b>                                                                                                                                                                                                                                                                                                                                                                                  | <b>DISCLOSURE DOCUMENT ITEM</b>                                                                                                   |
|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| h. Trademarks and proprietary information              | Article I, Sections 1 and 4 and Article II, Section 4 of the Membership Agreement (Nonbranded) and its General Member Standards/ Ace Brand Standards/ Member Operational Requirements; Article I, Section 1 and Article II, Sections 2, 3, 5, 6, 7 and 8 and Article III, Sections 3 and 4 of the Ace Brand Agreement and the General Member Standards/ Ace Brand Standards/ Member Operational Requirements     | Items 13 and 14 and Exhibits A and B                                                                                              |
| i. Restrictions on products/ services offered          | Article I, Sections 2 and 4 of the Membership Agreement (Nonbranded) and General Member Standards/ Ace Brand Standards/ Member Operational Requirements; Article II, Section 6 of the Ace Brand Agreement and the General Member Standards/ Ace Brand Standards/ Member Operational Requirements                                                                                                                 | Items 8 and 16 and Exhibits A and B                                                                                               |
| j. Warranty and customer service requirements          | Article II, Section 12 of the Membership Agreement (Nonbranded) and General Member Standards/ Ace Brand Standards/ Member Operational Requirements; Article II, Section 6 of the Ace Brand Agreement and the General Member Standards/ Ace Brand Standards/ Member Operational Requirements                                                                                                                      | Exhibits A and B                                                                                                                  |
| k. Territorial development and sales quotas            | Article V, Section 9 of the Membership Agreement (Nonbranded)                                                                                                                                                                                                                                                                                                                                                    | Items 6 and 12 and Exhibit A                                                                                                      |
| l. On-going product/service purchases                  | Article I, Section 4; Article II, Sections 7 and 12; and Article V, Section 4 of the Membership Agreement (Nonbranded) and its General Member Standards/ Ace Brand Standards/ Member Operational Requirements and Article I, Section 2 and Article II, Section 6 of the Ace Brand Agreement and the General Member Standards/ Ace Brand Standards/ Member Operational Requirements                               | Items 8 and 16 and Exhibits A and B. See Item 10 for list of Exhibits pertaining to various voluntary loan or financing programs. |
| m. Maintenance, appearance and remodeling requirements | Article II, Section 6 of the Ace Brand Agreement and the General Member Standards/ Ace Brand Standards/ Member Operational Requirements                                                                                                                                                                                                                                                                          | Items 8, 11 and 16 and Exhibit B                                                                                                  |
| n. Insurance                                           | Article II, Section 12 of the Membership Agreement (Nonbranded) and the General Member Standards/ Ace Brand Standards/ Member Operational Requirements                                                                                                                                                                                                                                                           | Items 7 and 8 and Exhibit A                                                                                                       |
| o. Advertising                                         | Article II, Sections 1, 4 and 12 and Article III, Section 7 of the Membership Agreement (Nonbranded) and the General Member Standards/ Ace Brand Standards/ Member Operational Requirements; Article II, Sections 2, 4 and 5 and Article III, Section 2 of the Ace Brand Agreement and the General Member Standards/ Ace Brand Standards/ Member Operational Requirements; Section 2 of each Incentive Agreement | Items 6 and 11 and Exhibits A, B and O                                                                                            |
| p. Indemnification                                     | Article II, Section 5 of the Membership Agreement (Nonbranded)                                                                                                                                                                                                                                                                                                                                                   | Item 6 and Exhibit A                                                                                                              |
| q. Owner's participation/ management/ staffing         | Not applicable                                                                                                                                                                                                                                                                                                                                                                                                   | Item 15                                                                                                                           |
| r. Records and reports                                 | Article II, Sections 8 and 12 of the Membership Agreement (Nonbranded) and the General Member Standards/ Ace Brand Standards/ Member Operational Requirements; Section 2 of each Incentive Agreement                                                                                                                                                                                                             | See Note (2) below and Exhibits A and O                                                                                           |
| s. Inspections and audits                              | Article II, Sections 8, 11 and 12 of the Membership Agreement (Nonbranded) and the General Member Standards/ Ace Brand Standards/ Member Operational Requirements                                                                                                                                                                                                                                                | See Note (2) below and Exhibit A                                                                                                  |
| t. Transfer                                            | Article II, Section 2 and Article III, Sections 4-6 and Article V, Section 2 of the Membership Agreement (Nonbranded); Article V, Section 2 of the Ace Brand Agreement; Subscription for Capital Stock Agreement                                                                                                                                                                                                 | Item 17 and Exhibits A, B and C                                                                                                   |

| <b>OBLIGATION</b>                   | <b>SECTION IN AGREEMENT (1)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>DISCLOSURE DOCUMENT ITEM</b>       |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| u. Renewal                          | Not applicable<br>Memberships in Ace are not limited to a fixed term of years and do not expire after a specific term                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Not applicable                        |
| v. Post-termination obligations     | Article II, Sections 4-5 and 10-11 and Article III, Section 7 of the Membership Agreement (Nonbranded); Article II, Sections 5, 7 and 8 and Article III, Sections 2, 3 and 4 of the Ace Brand Agreement; and Section 6 of the Store Development Agreement, if applicable (i.e., if you participate in the Multi-Unit Capital Stock Loan Program); Sections 2 and 3 of each of the following Incentive Agreements: New Investor A; Branch A; Grocery Retailer Freestanding Ace Store;; New Investor B; Branch B; Store Conversion (Ace Advantage \$750K+ Annual Handled Purchases) and Section 1 of the Right of First Refusal Agreement. | Item 17 and Exhibits A, B, M, O and Y |
| w. Non-competition covenants        | The Membership Agreement (Nonbranded), Ace Brand Agreement and the various versions of the Incentive Agreements do not contain any non-competition covenants in connection with membership terminations. However, if you signed a Store Development Agreement pursuant to the Multi-Unit Capital Stock Loan Program (Exhibit M) you are also subject to a covenant not to compete during pendency of that Agreement and for one (1) year thereafter.                                                                                                                                                                                     | Exhibit M                             |
| x. Dispute resolution (4)           | Article V, Section 12 of the Membership Agreement (Nonbranded); Article V, Section 10 of the Ace Brand Agreement; and Section 9 of the Store Development Agreement, if applicable (i.e., if you participate in the Multi-Unit Capital Stock Loan Program)                                                                                                                                                                                                                                                                                                                                                                                | Exhibits A, B and M                   |
| y. Data Management and Data Privacy | Article II, Section 14 of the Membership Agreement (Nonbranded) and if applicable, the Data Collection Program Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Exhibit A and J                       |

**Notes:**

- (1) The Membership Agreement (Nonbranded), the Ace Brand Agreement and the Subscription for Capital Stock Agreement are required to be signed by our members. Only those members participating in one of our new store incentive programs are required to sign an Incentive Agreement. Only those members participating in our Multi-Unit Capital Stock Financing Program are required to sign a Store Development Agreement. (See Exhibit M.)
- (2) Article II, Section 8 of the Membership Agreement (Nonbranded) and the General Member Standards/ Ace Brand Standards/ Member Operational Requirements (Exhibit A), as well as Section 2 of each Incentive Agreement (Exhibit O), requires you to furnish for our review and upon our advance written request, information about you and your business operations. This information may include, but is not limited to, copies of your financial statements and leases. Specific information disclosure obligations may also be imposed if you apply for financing under any voluntary loan or financing program that we offer. For additional information and a listing of Exhibits related to these financing programs, see Item 10 of this disclosure document.
- (3) Any dispute, controversy or claim arising out of or relating to either the Membership Agreement (Nonbranded) or the Ace Brand Agreement or the relationship between Ace and you shall be settled by arbitration administered by the American Arbitration Association in accordance with its then current commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. See Item 17 of this disclosure document for further information regarding membership termination, transfer and dispute resolution.

**ITEM 10**  
**FINANCING**

| PROGRAM NAME                                  | ITEM FINANCED (SOURCE)                                                 | AMOUNT FINANCED                                                                                                                                                                                                                                  | TERM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | APR % | INSTALLMENTS                                        | LOAN FEES | COLLATERAL | GUARANTEE | IMPACT OF DEFAULT AND LOSS OF LEGAL RIGHTS |
|-----------------------------------------------|------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------------------------------------------------|-----------|------------|-----------|--------------------------------------------|
| <b>INCENTIVE – NEW INVESTOR A (1) (2) (3)</b> | Ace recommended Discovery assortment products for new ground-up store. | Up to the total dollar amount of Ace recommended Discovery assortment products in the Opening Stock Order placed and delivered within six months of the New Store's Activation date; minimum 80% Discovery compliancy by department is required. | 6 months deferred dating followed by a credit up to the total dollar amount of Ace recommended Discovery assortment products in the store's Opening Stock Order. (Six months deferred dating will be provided on up to 75% of the New Store's OSO (both Discovery and non-Discovery products), such deferred amount not to exceed \$525,000. Credit to be issued in two installments as follows: (i.) first installment credit equal to 75% of Opening Stock Order, not to exceed \$525,000, to be credited to the Ace billing statement 6 months after OSO is delivered to the New Store. (ii.) second installment credit equal to the difference between the store's total eligible credit and the first installment credit, to be credited to the Ace billing statement 12 months after OSO is delivered to the New Store. | None. | Up to 6 months deferred dating (See 'Term' column). | None.     | None. (1)  | No.       | See Notes (1), (2), (3), and Exhibit O.    |

| PROGRAM NAME                                                                  | ITEM FINANCED (SOURCE)                                                 | AMOUNT FINANCED                                                                                                                                                                                                                                  | TERM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | APR % | INSTALLMENTS                               | LOAN FEES | COLLATERAL | GUARANTEE | IMPACT OF DEFAULT AND LOSS OF LEGAL RIGHTS |
|-------------------------------------------------------------------------------|------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------------------------------------|-----------|------------|-----------|--------------------------------------------|
| <b>INCENTIVE – BRANCH A</b><br>(1) (2) (3)                                    | Ace recommended Discovery assortment products for new ground-up store. | Up to the total dollar amount of Ace recommended Discovery assortment products in the Opening Stock Order placed and delivered within six months of the New Store's Activation date; minimum 80% Discovery compliancy by department is required. | 6 months deferred dating followed by a credit up to the total dollar amount of Ace recommended Discovery assortment products in the store's Opening Stock Order. (i.) Six months deferred dating will be provided on up to 85% of the New Store's OSO (both Discovery and non-Discovery products), such deferred amount not to exceed \$600,000. (ii.) The store's total eligible credit to be credited to the Ace billing statement 6 months after New Store's OSO is delivered to the New Store. | None. | Up to 6 months dating (See 'Term' column). | None.     | None. (1)  | No.       | See Notes (1), (2), (3), and Exhibit O.    |
| <b>INCENTIVE – GROCERY RETAILER-FREESTANDING ACE STORE - A</b><br>(1) (2) (3) | Ace recommended Discovery assortment products for new ground-up store. | Up to the total dollar amount of Ace recommended Discovery assortment products in the Opening Stock Order placed and delivered within six months of the New Store's Activation date; minimum 80% Discovery compliancy by department is required. | 6 months deferred dating followed by a credit up to the total dollar amount of Ace recommended Discovery assortment products in the store's Opening Stock Order. (i.) Six months deferred dating will be provided on up to 85% of the New Store's OSO (both Discovery and non-Discovery products), such deferred amount not to exceed \$600,000. (ii.) The store's total eligible credit to be credited to the Ace billing statement 6 months after New Store's OSO is delivered to the New Store. | None. | Up to 6 months dating (See 'Term' column). | None.     | None. (1)  | No.       | See Notes (1), (2), (3), and Exhibit O.    |



| PROGRAM NAME                              | ITEM FINANCED (SOURCE)                                                 | AMOUNT FINANCED                                                                                                                                                                                                                                               | TERM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | APR % | INSTALLMENTS                               | LOAN FEES | COLLATERAL | GUARANTEE | IMPACT OF DEFAULT AND LOSS OF LEGAL RIGHTS |
|-------------------------------------------|------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------------------------------------|-----------|------------|-----------|--------------------------------------------|
| INCENTIVE – NEW INVESTOR B<br>(1) (2) (3) | Ace recommended Discovery assortment products for new ground-up store. | Up to the total dollar amount of Ace recommended Discovery assortment products in the store's Opening Stock Order less \$75,000; minimum 80% Discovery compliancy by department is required and 3 <sup>rd</sup> party reset labor is required by department . | 6 months deferred dating followed by a credit up to the total dollar amount of Ace recommended Discovery assortment products in the store's Opening Stock Order less \$75,000. (Six months deferred dating will be provided on up to 60% of the New Store's OSO (both Discovery and non-Discovery products), such deferred amount not to exceed \$420,000. Credit to be issued in two installments as follows:<br>(i.) first installment credit equal to 60% of Opening Stock Order, not to exceed \$420,000, to be credited to the Ace billing statement 6 months after OSO is delivered to the New Store.<br>(ii.) second installment credit equal to the difference between the store's total eligible credit and the first installment credit, to be credited to the Ace billing statement 12 months after OSO is delivered to the New Store. | None. | Up to 6 months dating (See 'Term' column). | None.     | None. (1)  | No.       | See Notes (1), (2), (3), and Exhibit O.    |

| <b>PROGRAM NAME</b>                                      | <b>ITEM FINANCED (SOURCE)</b>                                                                            | <b>AMOUNT FINANCED</b>                                                                                                                                                                                                                                       | <b>TERM</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>APR %</b> | <b>INSTALLMENTS</b>                                                                                                                          | <b>LOAN FEES</b> | <b>COLLATERAL</b> | <b>GUARANTEE</b> | <b>IMPACT OF DEFAULT AND LOSS OF LEGAL RIGHTS</b> |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------|------------------|---------------------------------------------------|
| <b>INCENTIVE – (BRANCH) B</b><br>(1) (2) (3)             | Ace recommended Discovery assortment products for new ground-up store.                                   | Up to the total dollar amount of Ace recommended Discovery assortment products in the store's Opening Stock Order less \$75,000; minimum 80% Discovery compliancy by department is required and 3 <sup>rd</sup> party reset labor is required by department. | 6 months deferred dating followed by a credit up to the total dollar amount of Ace recommended Discovery assortment products in the store's Opening Stock Order less \$75,000.<br>(i.) Six months deferred dating will be provided on up to 70% of the New Store's OSO (both Discovery and non-Discovery products), such deferred amount not to exceed \$490,000.<br>(ii.) The store's total eligible credit to be credited to the Ace billing statement 6 months after New Store's OSO is delivered to the New Store. | None.        | Up to 6 months dating (See 'Term' column).                                                                                                   | None.            | None. (1)         | No.              | See Notes (1), (2), (3), and Exhibit O.           |
| <b>PROFESSIONAL RETAIL SERVICES AGREEMENT</b><br>(1) (2) | Various services such as in-stock position, computer-suggested ordering, inventory record accuracy, etc. | Amount of Ace's fee. (Typical project fees range from \$1,000 to \$5,000 per week.)                                                                                                                                                                          | Payable in 12 equal payments or 26 equal payments over 12 months or in one lump-sum payment beginning after when the services are rendered.                                                                                                                                                                                                                                                                                                                                                                            | None.        | Substantially equal installments billed to the next 12 or 26 regular bi-weekly billing statements beginning after the services are rendered. | None.            | None.             | No.              | See Exhibit Q                                     |

| PROGRAM NAME                                                     | ITEM FINANCED (SOURCE)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | AMOUNT FINANCED                                                                                | TERM                                                                                                                              | APR %           | INSTALLMENTS                                                                                                         | LOAN FEES             | COLLATERAL                                                                                                                                                                                                                                                                                       | GUARANTEE | IMPACT OF DEFAULT AND LOSS OF LEGAL RIGHTS                                                                                                                                                                                                                                                                                                                                        |
|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------------------------------------------------------------------------------------------------|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>STORE IMPROVEMENT INSTALLMENT LOAN PROGRAM</b><br>(1) (2) (4) | Capital Items (Ace or Ace-approved vendor): <ul style="list-style-type: none"> <li>▸ Lighting</li> <li>▸ Flooring and fixtures</li> <li>▸ Exterior signage (limit of 15% of loan)</li> <li>▸ Interior décor and signage (excluding Electronic Bin Tags)</li> <li>▸ Equipment (excluding, delivery vehicles, paint or POS computer or any other POS system).</li> </ul> Labor Expense for Store Services (Ace or Ace-approved vendor): <ul style="list-style-type: none"> <li>▸ Project implementation cost</li> <li>▸ Store planning.</li> </ul> Markdown Dollars (limit of 10% of the loan) | Minimum loan value is \$15,000; maximum loan value not to exceed \$150,000 (\$15/square foot). | Installments processed to the Ace billing statement every four weeks over a five-year period following the loan origination date. | See Note (8)(a) | Installments processed to the Ace billing statement every four weeks over a five-year period after the loan is made. | 1% of the loan amount | Promissory note required. All accounts, chattel paper, deposit accounts, instruments, general intangibles, fixtures, goods, inventory, equipment, stock, notes and investment property, (including without limitation Ace stock), and all products and proceeds of any and all of the foregoing. | Yes       | Collection costs, attorney's fees, waiver of presentment and demand for payment, protest, or other notices; also, acceleration of unpaid principal and accrued interest, at lender's option, upon certain defaults and automatic acceleration in the event of termination of membership of the applicable store location; also interest increases to default rate. See Exhibit N. |

| <b>PROGRAM NAME</b>                                              | <b>ITEM FINANCED (SOURCE)</b>                      | <b>AMOUNT FINANCED</b>                                     | <b>TERM</b>                                                                                    | <b>APR %</b>    | <b>INSTALLMENTS</b>                                                                                                                                                                                                       | <b>LOAN FEES</b>      | <b>COLLATERAL</b>                                                                                                                                                                                                                                                                                | <b>GUARANTEE</b> | <b>IMPACT OF DEFAULT AND LOSS OF LEGAL RIGHTS</b>                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------|----------------------------------------------------|------------------------------------------------------------|------------------------------------------------------------------------------------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>MULTI-UNIT CAPITAL STOCK FINANCING PROGRAM</b><br>(1) (2) (6) | Build new stores/acquire existing hardware stores. | Loan amount up to \$400,000 per store.<br><br>See Note (6) | Ten (10) years or next ten annual patronage distributions following the loan origination date. | See Note (8)(b) | Annual setoff of the non-cash portion of patronage dividends for all of borrower's stores with the balance of each installment, if any, billed to the bi-weekly billing statement or paid by setoff of Class C Ace stock. | 1% of the loan amount | Promissory note required. All accounts, chattel paper, deposit accounts, instruments, general intangibles, fixtures, goods, inventory, equipment, stock, notes and investment property, (including without limitation Ace stock), and all products and proceeds of any and all of the foregoing. | Yes              | Collection costs, attorney fees, waiver of presentment and demand for payment, protest, or other notices; also, acceleration of unpaid principal and accrued interest, at lender's option, upon certain defaults and automatic acceleration in the event of termination of membership of the applicable store location; also interest increases to default rate. See Exhibit M. |

| PROGRAM NAME                                                            | ITEM FINANCED (SOURCE)                                                         | AMOUNT FINANCED                                                                                                                                                                                 | TERM                                                                                           | APR %           | INSTALLMENTS                                                                                                                                                                                                              | LOAN FEES             | COLLATERAL                                                                                                                                                                                                                                                                                       | GUARANTEE | IMPACT OF DEFAULT AND LOSS OF LEGAL RIGHTS                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ACE TO ACE ACQUISITION CAPITAL STOCK LOAN PROGRAM</b><br>(1) (2) (7) | Assist an existing Ace retailer to purchase and improve an existing Ace store. | \$20 per square foot of the acquired store, not to exceed \$200,000.<br><br>OR 8 times the acquired store's actual non-cash patronage distribution for the prior year, not to exceed \$300,000. | Ten (10) years or next ten annual patronage distributions following the loan origination date. | See Note (8)(b) | Annual setoff of the non-cash portion of patronage dividends for all of borrower's stores with the balance of each installment, if any, billed to the bi-weekly billing statement or paid by setoff of Class C Ace stock. | 1% of the loan amount | Promissory note required. All accounts, chattel paper, deposit accounts, instruments, general intangibles, fixtures, goods, inventory, equipment, stock, notes and investment property, (including without limitation Ace stock), and all products and proceeds of any and all of the foregoing. | Yes       | Collection costs, attorney fees, waiver of presentment and demand for payment, protest, or other notices; also, acceleration of unpaid principal and accrued interest, at lender's option, upon certain defaults and automatic acceleration in the event of termination of membership of the applicable store location; also interest increases to default rate. See Exhibit N. |

| PROGRAM NAME                                                       | ITEM FINANCED (SOURCE)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | AMOUNT FINANCED                                                                                                                                                        | TERM                                                                                                   | APR %                  | INSTALLMENTS                                                                                                                                                                                                                     | LOAN FEES                    | COLLATERAL                                                                                                                                                                                                                                                                                              | GUARANTEE  | IMPACT OF DEFAULT AND LOSS OF LEGAL RIGHTS                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>STORE IMPROVEMENT CAPITAL STOCK LOAN PROGRAM</b><br>(1) (2) (4) | <p>Assist an Ace retailer to finance certain full and partial store projects (described below) store expansions and store relocations.</p> <p>Store must commit to a store project (full or partial retrofit, store expansion or store relocation) that will impact a minimum of 3 core departments to meet Pinnacle Discovery acceptance levels and must include either a new store floor plan to change customer flow or Ace approved merchandising plan to change location of categories within the existing floor plan.</p> <p>Funds may be used for:</p> <ul style="list-style-type: none"> <li>• Lighting</li> <li>• Flooring and fixtures</li> <li>• Exterior</li> </ul> | <p>Minimum loan value is \$40,000; maximum loan value not to exceed 5 times the estimated or actual individual store's prior year non-cash patronage distribution.</p> | <p>Five (5) years or next five annual patronage distributions following the loan origination date.</p> | <p>See Note (8)(b)</p> | <p>Annual setoff of the non-cash portion of patronage dividends for all of borrower's stores with the balance of each installment, if any, billed to the bi-weekly billing statement or paid by setoff of Class C Ace stock.</p> | <p>1% of the loan amount</p> | <p>Promissory note required. All accounts, chattel paper, deposit accounts, instruments, general intangibles, fixtures, goods, inventory, equipment, stock, notes and investment property, (including without limitation Ace stock), and all products and proceeds of any and all of the foregoing.</p> | <p>Yes</p> | <p>Collection costs, attorneys' fees, waiver of presentment and demand for payment, protest, or other notices; also, acceleration of unpaid principal and accrued interest, at lender's option, upon certain defaults and automatic acceleration in the event of termination of membership of the applicable store location; also interest increases to default rate. See Exhibit N.</p> |

| PROGRAM NAME | ITEM FINANCED (SOURCE)                                                                                                                                                                                                                                                                                                                                                   | AMOUNT FINANCED | TERM | APR % | INSTALLMENTS | LOAN FEES | COLLATERAL | GUARANTEE | IMPACT OF DEFAULT AND LOSS OF LEGAL RIGHTS |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------|-------|--------------|-----------|------------|-----------|--------------------------------------------|
|              | signage (limit of 15% of loan)<br>• Interior décor and signage (excluding Electronic Bin Tags)<br>• Equipment (excluding, delivery vehicles, paint or POS computers or any other POS equipment).<br><br>Labor Expense for Store Services (Ace or Ace-approved vendor):<br>• Visual merchandising<br>• Store planning.<br><br>Markdown Dollars (limit of 10% of the loan) |                 |      |       |              |           |            |           |                                            |

| PROGRAM NAME                                                                                                              | ITEM FINANCED (SOURCE)                                                                                                                                                                                                                | AMOUNT FINANCED                                                                                                                                                                                                              | TERM                                                                                                                                                                                                                     | APR %           | INSTALLMENTS                                                                                                                                                                                                              | LOAN FEES             | COLLATERAL                                                                                                                                                                                                                                                                                       | GUARANTEE | IMPACT OF DEFAULT AND LOSS OF LEGAL RIGHTS                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>STORE IMPROVEMENT CAPITAL STOCK LOAN PROGRAM (STORE CONVERSION)</b><br>(1) (2) (4) (5)                                 | Assist prospective retailers with project implementation costs including the Ace-retained third-party service provider to merchandise Discovery recommended product received pursuant to a Discovery Improvement Incentive Agreement. | Minimum loan value is \$40,000; maximum loan value not to exceed 5 times the estimated non-cash patronage dividend (using Ace patronage calculation applied to the store's prior year purchases from its previous supplier). | Five (5) years or next five annual patronage distributions following the loan origination date.                                                                                                                          | See Note (8)(b) | Annual setoff of the non-cash portion of patronage dividends for all of borrower's stores with the balance of each installment, if any, billed to the bi-weekly billing statement or paid by setoff of Class C Ace stock. | 1% of the loan amount | Promissory Note required. All accounts, chattel paper, deposit accounts, instruments, general intangibles, fixtures, goods, inventory, equipment, stock, notes and investment property, (including without limitation Ace stock), and all products and proceeds of any and all of the foregoing. | Yes       | Collection costs, attorneys' fees, waiver of presentment and demand for payment, protest, or other notices; also, acceleration of unpaid principal and accrued interest, at lender's option, upon certain defaults and automatic acceleration in the event of termination of membership of the applicable store location; also interest increases to default rate. |
| <b>STORE CONVERSION INCENTIVE AGREEMENT (ACE ADVANTAGE – GREATER THAN \$750K ANNUAL HANDLED PURCHASES)</b><br>(1) (2) (9) | Store conversion expenses and Ace recommended Discovery assortment products not in the store's purchase history (see Note 11).                                                                                                        | Total conversion incentive of up to 20% of annual handled purchase volume with prior supplier.                                                                                                                               | Upfront portion of incentive applied to Ace billing statement upon completion of bin tagging and point of sale data conversion to Ace.<br><br>Certain conversion services paid directly by Ace as services are rendered. | None            | None                                                                                                                                                                                                                      | None                  | None (1) (9)                                                                                                                                                                                                                                                                                     | No        | See Notes (1) (9) and Exhibit O.                                                                                                                                                                                                                                                                                                                                   |



| <b>PROGRAM NAME</b>                                             | <b>ITEM FINANCED (SOURCE)</b>                                                                                    | <b>AMOUNT FINANCED</b>                                                                                                                                                                            | <b>TERM</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>APR %</b> | <b>INSTALLMENTS</b>                                              | <b>LOAN FEES</b> | <b>COLLATERAL</b> | <b>GUARANTEE</b> | <b>IMPACT OF DEFAULT AND LOSS OF LEGAL RIGHTS</b> |
|-----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------------------------------------------------------------|------------------|-------------------|------------------|---------------------------------------------------|
| <b>STORE CONVERSION INCENTIVE</b><br>(1) (2) (10)               | Ace recommended Discovery assortment products not in the store's purchase history and store conversion expenses. | Total conversion incentive of up to 20% of annual purchase volume with prior supplier; plus up to \$50,000 for Ace recommended Discovery assortment products not in the store's purchase history. | Upfront portion of incentive applied to Ace billing upon completion of bin tagging and, point of sale data conversion to Ace..<br><br>6 months deferred dating plus 26 equal installments on up to \$50,000 of Ace recommended Discovery assortment products not in the store's purchase history.<br><br>Credits for inventory purchases applied to Ace billing statements on which the payment for the deferred dating is due.<br><br>Certain conversion services paid directly by Ace as services are rendered. | None         | Up to 6 months dating plus 26 installments. (See 'Term' column). | None             | None (1) (10)     | No               | See Notes (1), (10) and Exhibit O.                |
| <b>PURCHASE AN ACE STORE INCENTIVE AGREEMENT</b><br>(1) (2) (3) | Ace recommended Discovery assortment products not in the store's purchase history and store conversion expenses. | Up to \$50,000 of Ace recommended Discovery assortment products purchased and note in the store's purchase history.                                                                               | 6 months deferred dating plus 26 equal installments on up to \$50,000 of Ace recommended Discovery assortment products not in the store's purchase history.                                                                                                                                                                                                                                                                                                                                                       | None         | Up to 6 months dating plus 26 installments. (See 'Term' column). | None             | None              | No               | See Notes (1), (2) , (3), and Exhibit O.          |

| <b>PROGRAM NAME</b>                                             | <b>ITEM FINANCED (SOURCE)</b>                                                                                    | <b>AMOUNT FINANCED</b>                                                                                                                                                                                                              | <b>TERM</b>                                          | <b>APR %</b> | <b>INSTALLMENTS</b>                                              | <b>LOAN FEES</b> | <b>COLLATERAL</b> | <b>GUAR-ANTEE</b> | <b>IMPACT OF DEFAULT AND LOSS OF LEGAL RIGHTS</b> |
|-----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|--------------|------------------------------------------------------------------|------------------|-------------------|-------------------|---------------------------------------------------|
| <b>DISCOVERY IMPROVEMENT INCENTIVE AGREEMENT</b><br>(1) (2) (3) | Ace recommended Discovery assortment products not in the store's purchase history and store conversion expenses. | Up to the total dollar amount of Ace recommended Discovery assortment products purchased and not in the store's purchase history; minimum 80% Discovery compliancy and 3 <sup>rd</sup> party reset labor is required by department. | 6 months deferred dating plus 26 equal installments. | None         | Up to 6 months dating plus 26 installments. (See 'Term' column). | None             | None              | No                | See Notes (1), (2) , (3), and Exhibit O.          |

Notes:

- (1) Under the terms of our corporate By-laws and the Subscription For Capital Stock Agreement, which all of our members must sign, we retain a first lien upon, and a right of set-off against, all shares of capital stock issued to you (and all monies you pay in purchase of these shares) to secure the payment of any indebtedness you owe us.
- (2) There is no prepayment penalty under any of these financing programs. We are the lender for all these financing programs.
- (3) Ace reserves the right to bill a pro rata portion of the applicable incentive credit back to the retailer in the event of (i) termination for any reason, within the first five years of the opening of the store receiving the incentive, or either or both of the Membership Agreement (Nonbranded) or the Ace Brand Agreement for the store receiving the incentive, or (ii) retailer's breach of any term or condition of the incentive agreement. See Paragraph 3 of Purchase an Ace Store Incentive Agreement; Discovery Improvement Incentive Agreement; Branch Store A Incentive Agreement, New Investor A Incentive Agreement, and Grocery Retailer Freestanding Ace Store A Incentive Agreement; and the Branch Store B and New Investor B Incentive Agreements (each, part of Exhibit O).
- (4) The Store Improvement Installment Loan and the Store Improvement Capital Stock Loan (Exhibit N) assists Ace retailers with certain store projects including full and partial store projects, store expansions and store relocations. To qualify for this loan program, you must be an Ace retailer in good standing and in business for at least three years and have at least 25% equity in the business entity.
- (5) The Store Improvement Capital Stock Loan Program (conversion stores) assists Ace retailers with reset labor costs. You must commit to a store project pursuant to a Discovery Improvement Incentive Agreement to meet recommended Discovery acceptance levels and include a new store floor plan. You must sign a Store Conversion Incentive Agreement or Store Conversion Incentive Agreement (Ace Advantage – Greater Than \$750k Annual Handled Purchases and the Discovery Improvement Incentive Agreement (each, part of Exhibit O). This loan program utilizes the Store Improvement Capital Stock Loan Program documents (part of Exhibit N).
- (6) The Multi-Unit Capital Stock Financing Program (Exhibit M) assists Ace retailers with opening up new retail stores or acquiring existing stores as described in the table below. To qualify for this loan program, you must be an existing Ace retailer in good standing operating two or more stores or an existing Ace retailer in good standing operating one store that achieved Pinnacle performance standards and have a positive net income and cash flow and have at least 30% equity on a combined basis. You must also sign a development agreement that requires you to open a minimum number of stores within five years as described below. You must sign a Right of First Refusal Agreement (Exhibit Y) for loan amounts for Tiers 2 - 4 below.

|      |                     |                                    |                                                       |                                 |                                               | Minimum Combined Equity Position |                         |
|------|---------------------|------------------------------------|-------------------------------------------------------|---------------------------------|-----------------------------------------------|----------------------------------|-------------------------|
| TIER | Maximum Loan Amount | Minimum Existing Stock Requirement | Prior Year Unencumbered Non-Cash Dividend Requirement | Right of First Refusal Required | Minimum new store count commitment in 5 Years | Existing                         | Existing plus new store |
| 1    | \$200,000           | NA                                 | NA                                                    | N                               | 2                                             | 30%                              | 20%                     |
| 2    | \$300,000           | NA                                 | NA                                                    | Y                               | 2                                             | 30%                              | 20%                     |
| 3    | \$300,000           | \$150,000                          | NA                                                    | Y                               | 2                                             | 30%                              | 25%                     |
| 4    | \$400,000           | NA                                 | \$300,000                                             | Y                               | 3                                             | 30%                              | 25%                     |

Loan Amount Tiers:

Tiers 1 and 2: One dollar loan for every one dollar of cash invested by the Borrower, not to exceed \$300,000 per location.

Tier 3: Two dollars loan for every one dollar of cash invested by the Borrower, not to exceed \$300,000 per location, for retailers meeting minimum stock requirement.

Tier 4: Two dollars loan for every one dollar of cash invested by the Borrower, not to exceed \$400,000 per location, for retailers meeting minimum prior year unencumbered non-cash dividend requirement.

Tier 3 Minimum Existing Stock Requirement: Borrower with a total combined C-Stock of \$150,000 or greater for all existing Ace stores owned or controlled by, or under common control with Borrower.

Tier 4 Prior Year Unencumbered Non-Cash Dividend Requirement: Borrower with estimated or actual unencumbered prior year non-cash patronage distribution of at least \$300,000, for all existing Ace stores owned or controlled by, or under common control with Borrower.

(7) The Ace to Ace Acquisition Capital Stock Loan Program (Exhibit N) assists Ace retailers with the purchase and improvement of an existing Ace store. To qualify for this loan program, you must be an Ace retailer in good standing and in business for at least three years or Ace retailer in good standing and achieved Ace's Platinum or Pinnacle performance standards and have a positive net income and cash flow and have at least 30% equity on a combined basis. You must sign a Right of First Refusal Agreement (Exhibit Y) if your loan amount is greater than \$200,000.

(8) (a) The interest rate for this program is a fixed rate of 5%.

(b) The interest rate for this program is the "Base Rate" plus 1%, adjusted quarterly. The Base Rate is equal to the prime rate as reported in the Wall Street Journal, Midwest Edition under the section entitled "Money Rates". As of January 1, 2025, the Base Rate was 7.5%.

(9) Paragraph 4 of the Store Conversion (Ace Advantage – Greater Than \$750k Annual Handled Purchases); (Exhibit O) states that you must repay 100% of the incentive credits plus any gross margin dollar shortfall credit if your Ace Membership Agreement or Ace Brand Agreement are terminated for any reason, or if you breach any term or condition of the Store Conversion Incentive Agreement or if you

convert your store out of the Ace format during the five year period after the effective date of the Agreement. Paragraph 4 also requires you to repay a prorated amount of the incentive credits in the event of bankruptcy, assignment for the benefit of creditors, appointment of a receiver or cessation of business. Your repayment obligation, if realized, is secured by Ace's first lien and set-off rights in all Ace stock issued to you or any of your affiliates as defined in the Ace By-laws.

(10) Paragraph 3 of the Store Conversion Incentive Agreement (Exhibit O) states that you must repay 100% of the incentive credits if your Ace Membership Agreement or Ace Brand Agreement are terminated for any reason, or if you breach any term or condition of the Store Conversion Incentive Agreement or if you convert your store out of the Ace format during the five year period after the effective date of the Agreement. Paragraph 4 also requires you to repay a prorated amount of the incentive credits in the event of bankruptcy, assignment for the benefit of creditors, appointment of a receiver or cessation of business. Your repayment obligation, if realized, is secured by Ace's first lien and set-off rights in all Ace stock issued to you or any of your affiliates as defined in the Ace By-laws.

(11) You must sign the Discovery Improvement Incentive Agreement (part of Exhibit O) to receive the discovery improvement opening stock order.

Additional Information:

a. Capital Stock Subscription

Additional details concerning financing of the capital stock subscription required for membership in our cooperative are contained in Items 5 and 7 of this disclosure document.

b. Loan Documents

The form documents which we currently utilize to provide financing under the loan or financing programs described in the chart on the previous pages of this Item 10 of the disclosure document are attached as Exhibits to this disclosure document. These Exhibits are as follows:

| <u>Exhibit</u> | <u>Name</u>                                                                                                                                                                                                                                                          |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| M              | Multi-Unit Capital Stock Financing Program: Tiers 1-3 Store Development Agreement and Multi-Unit Capital Stock Financing Program Loan Agreement; Tier 4 Store Development Agreement and Multi-Unit Capital Stock Financing Program Loan Agreement)                   |
| N              | Loan Program Agreements: Ace to Ace Acquisition Capital Stock Loan Program; Store Improvement Installment Loan Program; Store Improvement Capital Stock Loan Program                                                                                                 |
| O              | Incentive Agreements: New Investor A; Branch A; Grocery Retailer Freestanding Ace Store A; New Investor B; Branch B; Store Conversion (Ace Advantage – Greater Than \$750k Annual Handled Purchases); Store Conversion; Purchase an Ace Store; Discovery Improvement |
| Q              | Professional Retail Services Agreement                                                                                                                                                                                                                               |
| Y              | Right of First Refusal Agreement                                                                                                                                                                                                                                     |

The terms of any waivers of legal rights, including defenses, under the above documents are summarized in the chart contained in the previous pages of this Item 10.

c. Disclosure Statement, Sale of Ace Loans

We may sell or assign loans made under any of our loan or financing programs to a third party. Under the terms and conditions related to these sales or assignments, the borrowers still retain the right to repay their outstanding loans with no penalty. We serve as the servicing agent and all correspondence and payments under such programs will continue to be made directly to us.

In connection with these sales or assignments, it is our intent to continue to remain primarily obligated to provide the financed goods or services to our members.

d. Payments for Placement of Financing

Neither we nor our affiliates receive any payments for the placement of financing for our members or prospective members with any lender.

e. Small Business Administration Loans

Information about the SBA can be found at [www.sba.gov](http://www.sba.gov).

**ITEM 11**  
**FRANCHISOR'S ASSISTANCE, ADVERTISING,  
COMPUTER SYSTEM, AND TRAINING**

**Except as listed below, we are not required to provide you with any assistance.**

1. Pre-opening Assistance Obligations

**Because you can operate your Ace store only in a location that has been approved by us, we are required to provide you with site selection criteria. (See Exhibit A, Article V, Section 10.) We are not obligated to furnish you any other pre-opening assistance.**

2. Obligations During the Operation of Your Business

We have no obligation to provide assistance during the operation of your business other than:

- a. to license to you for non-exclusive use, certain service marks (Article I, Section 1 of the Ace Brand Agreement (Exhibit B));
- b. to sell to you for your Ace store, the merchandise and services that we elect to offer to our members generally (Article I, Section 4 of the Membership Agreement (Nonbranded) (Exhibit A); and Article I, Section 2 of the Ace Brand Agreement (Exhibit B));
- c. permit you to attend, upon your payment of the applicable fee, the conventions, trade shows, workshops or seminars that we might elect to offer (Article I, Section 2 of the Membership Agreement (Nonbranded) (Exhibit A)); and
- d. to pay or apply patronage dividends in accordance with our By-laws, the Patronage Distribution Plan (respectively, Exhibits D, and E) and Article I, Section 3 of the Membership Agreement (Nonbranded) (Exhibit A).

We currently offer numerous special services such as inventory control systems, price and bin ticketing, an electronic ordering system, retail computer systems, a retail pricing strategy service, store design services, retail consultation services and promotional and newspaper advertising kits; however, neither the Membership Agreement (Nonbranded) nor the Ace Brand Agreement requires us to continue to offer any of these special services.

3. Our Advertising Programs

We currently do not have a separate Advertising or Marketing Fund. You will pay an Ace Brand Assessment (See Item 6) all of which we allocate to Ace's national advertising, marketing, branding and promotional initiatives. In fiscal 2024, 100% of the Ace Brand Assessment that was allocated to advertising and marketing was used for national media placement and digital marketing. You will also pay an assessment for our digital marketing program, Local Lift Max (See Item 6). The advertising programs are determined and administered by our consumer marketing department. We do not account for the advertising budget and expenditures separately, other than within the context of the corporate financial statements. We also collect fees from our vendors, and we include those fees in advertising and marketing budgets.

We currently develop and execute advertising programs in in multiple channels, including but not limited to: print, audio, television, content marketing, digital internet media, online marketing, paid search, email, social media and direct mail. Coverage of our current advertising, depending on the program, may be local,

regional or national in scope. The sources of our national advertising currently include, in addition to our in-house consumer marketing and creative services departments, RR Donnelley & Sons Company for print and logistics for preprints, direct mail and store signage, OKRP as our national advertising agency for advertising creative, StarCom for media buying and placement, Assembly for national digital placement and Location 3 for local paid search. Ace also works with agencies at a local level who specialize on certain marketing programs that are tailored for local markets.

You are permitted to use your own advertising materials subject to compliance with our policies and guidelines for the proper display of our trademarks, service marks, logos, and the like. You are not permitted to feature both your Ace store and any of your non-Ace stores in the same ad. We also expect that any advertising materials of your own that you elect to use will be clear, factual, not misleading, and conform to the highest ethical standards of marketing and promotion.

We have a Consumer Marketing Retailer Input Team which is made up of approximately 12 members. They are appointed by Ace and selected by the Corporate Vice President, Marketing. The Committee serves in an advisory capacity to help establish Ace's short and long term brand and promotional strategies. Their recommendations are not binding on us, and we make the final decision regarding advertising programs and policies. We have the power to change or dissolve the Consumer Marketing Retailer Input Team at any time.

Participation in a regional advertising group is voluntary and you may decide whether or not to participate. Retailers from time to time form regional advertising groups that work together and contribute monies to fund regional advertising programs, including television, radio (terrestrial & streaming), digital, social media and regional events. We currently support retailer advertising groups through our Matching Funds Program. The Matching Funds Program provides retailers participating in an advertising group with a credit of up to \$4800 toward their Local Lift Max Assessment, which is based off the Higher Ground performance stores that participate in a group achieved during the prior year. New Ace Hardware locations joining an advertising group and participating in the Matching Funds Program are eligible to receive a pro rata credit on a quarterly basis during the first year. See 2025 Matching Funds Store Agreement (Exhibit P). Once signed up, a store is automatically renewed each year unless the Local Marketing Manager is otherwise notified. We retain the right to form, change, dissolve or merge groups of regional or local members for the purpose of advertising from time to time. Our role in regional and local advertising is to help the retailers develop optional annual advertising strategies and plans. Ace bills the participating retailers on a quarterly basis and assists in the planning, execution and reporting of the advertising campaign.

#### 4. Required Point-of-Sale Systems

We require that all merchandise orders be submitted to us through an electronic ordering process. We also require that you operate a point-of-sale computer system in connection with the operation of your store. For example, a configuration for an 8,000 square foot store could include: 4 computer terminals; 2 Zebra Touch Computer devices; 2 EMV enabled PIN pads; 1 Report/label printer; 1 invoice printer; 2 receipt printers; and wireless network equipment. If you are opening a new store that is not a branch store or a conversion, and you do not also own an existing separate business that uses a point-of-sale computer system, we require that you purchase or lease or finance your point-of-sale computer system from one of our designated vendors. The cost will vary depending on the computer equipment selected by you. You will also incur charges for ongoing computer hardware and software maintenance services provided by third parties not affiliated with us; costs for these services will vary depending on the services selected by you.

We have the right to access and collect data from your computer system related to your store operations (See Exhibit J - Data Collection Program Agreement).



## 5. Operating Manuals

You are permitted to view the provisions of our non-mandatory Operating Standards Manual before purchasing a membership.

## 6. Site Selection

While we do not select the location for your business, we provide you with site selection criteria. You must already be operating your business or must identify a site for the proposed operation of your business before applying for membership. As a matter of practice, we may assist you in identifying potential sites and preparing for the opening of your store. We may perform market studies using available competitive and demographic information, prior to our decision whether or not to approve a membership application. Neither the Membership Agreement (Nonbranded) nor the Ace Brand Agreement, however, requires us to offer any of these services (other than providing you with site selection criteria).

## 7. Time Period For Opening the Business

We estimate the time from the date you sign the Membership Agreement and Brand Agreement to the date you open your Ace store is 20 to 180 days. Some factors which may affect this time period include: a) our prompt receipt from you and others of any necessary credit or financial information; and b) whether you are applying to convert an ongoing business, or you are opening a new business. In the latter case, there may be additional factors such as: 1) your ability to acquire real estate, if applicable; 2) your ability to obtain a lease, if applicable; 3) your ability to obtain any necessary financing, building permits, or business licenses; 4) possible construction delays; 5) weather conditions; 6) any delays in the installation of equipment or fixtures; and 7) the requirements of any applicable zoning or other local ordinances. There may be other factors applicable to your particular situation and that of others.

## 8. Our Training Programs

We are not contractually obligated under the Membership Agreement to provide training programs. Below is a summary of our current training programs, all of which are subject to enhancement, revision, deletion and/or replacement based on curriculum revisions and other factors determined by us.

We maintain a Retail Training department. Our Retail Training department consists of our Curriculum Team that develops our training courses content and materials, our Learning Management Systems team that manages our online learning platform, Ace Learning Place, our Leadership Development Team that delivers our Franklin Covey Leadership classes and virtual classroom operations training classes and, our Professional Retail Services Training Team (PRS) that delivers all of our in store and virtual Ace operations training to both existing Ace retailers and new Ace store owners.

The Retail Training department develops and delivers online training, virtual classroom training, and in person training conducted at our headquarters in Oak Brook, Illinois, as well as at selected regional locations, in stores and at our annual conventions. Topics include: Management, Franklin Covey Leadership Development, Retail Operations, Selling Skills and Customer Service, as well as select product and project training. You will be responsible for all travel and related expenses.

Ace Learning Place is designed to enable retailers to assign, track and take online training courses, as well as to register for virtual classroom instructor-led training offered on a monthly basis. There are over 1,700 online courses covering topics in Product Knowledge, Inventory Management, Sales, Business to Business, Management, Franklin Covey Leadership, Operations software training and other areas. Ace Learning Place also houses the New Owner Learning Plan Courses that a new owner is required to take to learn Ace Operations firsthand from Ace subject matter experts.

**We offer the following Franklin Covey Leadership Development Sessions for owners and managers:**

- Leading at the Speed of Trust – two 2.5 hour classes focused on increasing self-awareness, trust, and the velocity of relationships.
- 6 Critical Practices for Leading a Team – three 2.5 hour classes focused on developing critical leadership skills to maximize employee engagement, empowerment, and performance.
- Multiplying Team Performance – two 2.5 hour classes focus on developing leaders to think differently and create additional opportunities for associate achievement and growth.
- Coaching for Potential – one 2.5 hour class focused on providing coaching and feedback to support implementation and sustainment.

**Ace Operations Sessions include:**

- Business to Business Training – one 2.5-hour session focused on positioning you and your team for driving business to business sales.
- Building a Customer First Sales Culture: Daily Disciplines – one 2.5 hour session focused on the manager on duty daily disciplines to WOW every customer.
- Building Great Teams – two 2.5-hour sessions focused on general information concerning recruiting, onboarding, training both new and existing associates.

A current list of the Retail Training department's offerings and related prices (if applicable) can be found on the training page of ACENET and Ace Learning Place, which can be accessed through ACENET.

Professional Retail Services (PRS) is our team of consultants in the field that are available to support you with all your training needs. There are also approximately 20 different voluntary offerings to choose from including customized training. The PRS consultants work directly with the retailer or the store. The cost is \$6,000 per 4-day session in store or \$200 per hour virtually. You will be billed for the cost of the session on your store statement, all travel and costs are included.

We periodically schedule training sessions and seminars for individual retailers and retailer groups. We also provide training sessions on topics of interest to store owners and managers twice a year, at our spring and fall conventions.

**New Owner Training**

New investors who are opening their first Ace store complete the New Owner Learning Plan training before opening their store. The training is detailed below. The total bundled cost for New Owner Learning Plan Training is \$38,000.

Ace's Professional Retail Services (PRS) Training Consultants specialize in opening new stores and lead New Owner Training. Most of our PRS Training Consultants have over 10 years of experience providing training and coaching to new owners to develop the skills and abilities needed to operate a new Ace store. Training Consultant coaching is provided up to 1 year of opening a new store. Shokofeh Khan, is the Director of Retail Training & Development. Laura Wellman is the Director of Professional Retail Services. Please see Item 2 for Ms. Khan's and Ms. Wellman's experience.

### SUMMARY OF NEW INVESTOR RETAIL TRAINING

| SUBJECT                                                                                                                                                                                                                                                                                                                  | HOURS OF ONLINE LEARNING                                                                      | HOURS OF VIRTUAL TRAINING                                                                                   | HOURS OF ON-THE-JOB TRAINING                             | NATURE OF TRAINING/LOCATION (All modalities included)                                                     | INDIVIDUAL LIST PRICE | NEW INVESTOR BUNDLED TRAINING COST |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-----------------------|------------------------------------|
| <b>Associate Helpful Ready Training</b><br><b>Manager Leader Ready Training</b>                                                                                                                                                                                                                                          | 20 hours of online learning                                                                   |                                                                                                             |                                                          | Online Learning                                                                                           | \$0                   | \$0                                |
| <b>Center of Excellence In-Store Training</b><br>(In-store application of learnings in a High Performing Ace Store)                                                                                                                                                                                                      |                                                                                               |                                                                                                             | 5 days in-store training                                 | 3 Days in store training<br><br>1.5 Days at Oakbrook for Department Meet & Greet and Meet with an Officer | \$6,000               | 0                                  |
| <b>In Person and Virtual Training Sessions focused on:</b><br><ul style="list-style-type: none"> <li>• Store Planning &amp; Merchandising</li> <li>• Ace Operating Systems</li> <li>• Marketing Programs</li> <li>• Financial Management</li> <li>• People Management</li> <li>• Store Systems and Technology</li> </ul> | 51 hours online learning on Ace Learning Place, New Owner Learning Plan prior to soft opening | On-going Bi-Weekly Virtual Training Sessions with Training Consultant from store activation to soft opening | 4 in-store coaching visits with Training Consultant      | Online Learning<br>Virtual Classroom Training<br>Virtual One on One Training<br>In-store Training         | \$24,000              | \$17,000                           |
| <b>Inventory Management Training &amp; Coaching</b>                                                                                                                                                                                                                                                                      |                                                                                               | 9 (1-Hour) Virtual Training with Store Systems Consultant                                                   | 4 in-store training visits with Store Systems Consultant | Virtual One on One Training & In-store Training                                                           | \$24,000              | \$17,000                           |
| <b>Leadership Training</b><br><ul style="list-style-type: none"> <li>• Franklin Covey Leadership Classes</li> </ul>                                                                                                                                                                                                      |                                                                                               | 8 (2.5-Hour) Training Sessions                                                                              |                                                          | Virtual Classroom Training Sessions                                                                       | \$400                 | \$0                                |
| <b>New Associate Training for new store</b>                                                                                                                                                                                                                                                                              |                                                                                               |                                                                                                             | 3.5 days in-store training with Training Consultant      | In-Store                                                                                                  | \$6,000               | \$4,230                            |

| SUBJECT                                           | HOURS OF<br>ONLINE<br>LEARNING | HOURS OF<br>VIRTUAL<br>TRAINING                       | HOURS OF ON-<br>THE-JOB<br>TRAINING                                     | NATURE OF<br>TRAINING/LOCATION (All<br>modalities included) | INDIVIDUAL<br>LIST PRICE | NEW INVESTOR<br>BUNDLED<br>TRAINING COST |
|---------------------------------------------------|--------------------------------|-------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------|--------------------------|------------------------------------------|
| <b>Business to Business Training</b>              |                                | 1 (2.5-Hour) Virtual<br>Classroom Training<br>Session |                                                                         | Virtual Classroom Training<br>Sessions                      | \$0                      | \$0                                      |
| <b>Operations Excellence Review<br/>Post Open</b> |                                |                                                       | Minimum 2 hours<br>conducted during in-<br>store visits listed<br>above | In-Store                                                    | \$0                      | \$0                                      |
| <b>Total Cost of New Owner Training</b>           |                                |                                                       |                                                                         |                                                             | <b>\$60,400</b>          | <b>\$38,000</b>                          |

Note: Some parts of New Owner Training are conducted by various Ace personnel, such as consultants, specialists and managers, each of whom has at least two years of experience in his or her respective subject matters. The trainer for any particular session or course will vary depending on the session schedule and availability of the trainer(s).

### **CONVERSION TRAINING**

A specialized Professional Retail Services (PRS) consultant will be assigned to work with the conversion retailer one-on-one to provide training on inventory management best practices, including file set-up, inventory record accuracy and automated replenishment ordering techniques (average duration is three days the week the POS System is converted). The second phase of training will occur post conversion to the beginning of a store remodel project to provide training, coaching and direction through all phases of getting their business converted. Included within the process are specific modules for navigating through ACENET, daily procedures, the Ace Customer Experience, associate training and development, mobile technology and consumer marketing. The third phase of training is another in-store training session with the PRS Consultant to focus on Ace Inventory Best Practices and Inventory Management Essentials.

### SUMMARY OF CONVERSION STORE RETAIL TRAINING

| SUBJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                   | HOURS OF<br>ONLINE<br>LEARNING | HOURS OF<br>VIRTUAL<br>TRAINING | HOURS OF ON-<br>THE-JOB<br>TRAINING                                                  | NATURE OF<br>TRAINING/LOCATION (All<br>modalities included) | INDIVIDUAL<br>LIST PRICE | CONVERSION<br>BUNDLED<br>TRAINING COST |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------------|--------------------------------------------------------------------------------------|-------------------------------------------------------------|--------------------------|----------------------------------------|
| <b>Week of Conversion</b> <ul style="list-style-type: none"> <li>Review conversion data and identify exceptions that require correction</li> <li>Review system settings and apply Ace Best Practice</li> <li>Implement Role Based Security on ACENET</li> <li>Review Price Change procedures</li> <li>Review inventory management basics and determine gaps</li> <li>Assist with ordering and receiving first Ace replenishment order from Ace</li> </ul> |                                |                                 | 3 days in-store training and assistance with Professional Retail Services Consultant | In-store Training                                           | \$6,000                  | \$5,000                                |

| SUBJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | HOURS OF<br>ONLINE<br>LEARNING | HOURS OF<br>VIRTUAL<br>TRAINING           | HOURS OF ON-<br>THE-JOB<br>TRAINING                                                  | NATURE OF<br>TRAINING/LOCATION (All<br>modalities included) | INDIVIDUAL<br>LIST PRICE | CONVERSION<br>BUNDLED<br>TRAINING COST |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------------------------|--------------------------------------------------------------------------------------|-------------------------------------------------------------|--------------------------|----------------------------------------|
| <b>Post Conversion - Project</b> <ul style="list-style-type: none"> <li>• Navigate Acenet</li> <li>• Ace Way of Retailing (AWOR)</li> <li>• Ace Learning Place <ul style="list-style-type: none"> <li>○ Associate and Manager Learning Plans</li> </ul> </li> <li>• Stock Reserve, Seasonal Planners and Bulletin ordering</li> <li>• MyStore setup and updates</li> <li>• Reviewing and reconciling the Ace statement and invoices</li> <li>• Item Change Management</li> <li>• Ace Gift Card – selling and redeeming</li> <li>• Ace Customer Experience</li> <li>• Employee Engagement</li> <li>• Damages, Defectives and RGA</li> </ul> |                                | 24 hours of 1:1 Virtual Training Sessions |                                                                                      |                                                             | \$6,000                  | \$5,000                                |
| <b>Post Project</b> <ul style="list-style-type: none"> <li>• Focus on Ace Inventory Management Best Practices</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                |                                           | 3 days in-store training and assistance with Professional Retail Services Consultant |                                                             | \$6,000                  | \$5,000                                |
| <b>Leadership Training</b> <ul style="list-style-type: none"> <li>• Leader Ready Certified</li> <li>• Leading at the Speed of Trust</li> <li>• 6 Critical Practices for Leading a Team &amp; Building Great Teams classes</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                       |                                | 7 (2.5-Hour) Training Sessions            |                                                                                      | Ace Learning Place Virtual Classroom Training Sessions      | \$350                    | \$0                                    |

| SUBJECT                                                                                                                                                                                               | HOURS OF<br>ONLINE<br>LEARNING | HOURS OF<br>VIRTUAL<br>TRAINING                       | HOURS OF ON-<br>THE-JOB<br>TRAINING | NATURE OF<br>TRAINING/LOCATION (All<br>modalities included)  | INDIVIDUAL<br>LIST PRICE | CONVERSION<br>BUNDLED<br>TRAINING COST |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------------------------------------|-------------------------------------|--------------------------------------------------------------|--------------------------|----------------------------------------|
| <b>Associate Training</b> <ul style="list-style-type: none"> <li>• Helpful Ready Certified</li> <li>• Electrical Product Knowledge Training</li> <li>• Plumbing Product Knowledge Training</li> </ul> |                                | 2 (2.5-Hour)<br>Training Sessions                     |                                     | Ace Learning Place<br>Virtual Classroom Training<br>Sessions | \$0                      | \$0                                    |
| <b>Business to Business Training</b>                                                                                                                                                                  |                                | 1 (2.5-Hour) Virtual<br>Classroom Training<br>Session |                                     | Virtual Classroom Training<br>Sessions                       | \$0                      | \$0                                    |
| <b>Total Cost of Conversion Store<br/>Training</b>                                                                                                                                                    |                                |                                                       |                                     |                                                              | <b>\$18,000</b>          | <b>\$15,000</b>                        |

### **Online Training**

Our Ace Learning Place online training platform has the training programs for Owners, their management team and their associates. There are over 1,700+ courses available to you to train your team. You will need to have broadband high-speed internet connection and a computer capable of accessing the internet for Ace Learning Place programs and all Franklin Covey virtual classroom training sessions.

## **ITEM 12**

### **TERRITORY**

You will not receive an exclusive territory. You may face competition from other member stores, from stores that our affiliates own, competitive brands, and/or from other channels of distribution (for example, the internet and mail order houses). We make sales directly to consumers on our website and mobile app. We allocate online and mobile sales to member stores based on the store that the consumer selects for the purchase. Your membership is granted for the specific location of your store as stated in your Membership Agreement (Nonbranded) and Ace Brand Agreement. The relocation of your store or the establishment by you of additional Ace store(s) requires our specific approval. Our general policy is to grant as many memberships in a given market area as we deem necessary in order for the area to be adequately served by our program.

In Ace's sole discretion, we may offer memberships whereby a member can receive the benefits of being a member but cannot hold himself or herself out as an Ace store. Under this arrangement, the person signs only the Membership Agreement (Nonbranded) and is not granted a license to use the Ace marks. Such a member can purchase and sell Ace merchandise, including Ace private label merchandise. However, such a member's location is not a franchise, and the member cannot identify or promote his or her retail business as an Ace store.

## **ITEM 13**

### **TRADEMARKS**

We are the owner of numerous trademarks and service marks which are currently registered on the Principal Register in the United States Patent and Trademark Office. Most of these marks are for our own products or services and are not licensed to you under the Ace Brand Agreement (Exhibit B). The principal registered marks that are currently being licensed under the Ace Brand Agreement are set forth below.

We have no obligation to maintain the registrations of these marks and we may, in our sole discretion, determine the marks that are to be licensed to you under the terms of your Ace Brand Agreement. The following marks are some of our service marks that are federally registered on the Principal Register for retail store services in the field of hardware and related goods. All required affidavits have been filed for these marks.

#### **REGISTERED MARKS LICENSED UNDER THE ACE BRAND AGREEMENT ON A FORMAT-SPECIFIC BASIS**

| <b>DESCRIPTION<br/>OF MARK</b>                   | <b>DATE OF<br/>REGISTRATION</b> | <b>REGISTRATION<br/>NUMBER</b> | <b>EXPIRATION<br/>DATE</b> |
|--------------------------------------------------|---------------------------------|--------------------------------|----------------------------|
| Name "ACE" in stylized lettering design          | November 3, 1987                | 1,464,025                      | November 3, 2027           |
| Name "ACE Hardware" in stylized lettering design | April 26, 1988                  | 1,486,528                      | April 26, 2028             |

There are no currently effective material determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, the Trademark Administrator or any Court in this State involving the marks identified above, nor are there any pending infringement, opposition or cancellation proceedings involving them.



There are no agreements currently in effect that significantly limit our rights to use or license the use of any of the above-mentioned trademarks, service marks, trade names, logotypes or other commercial symbols in any manner material to membership.

We are not obligated by the Ace Brand Agreement or otherwise to protect any of our trademarks, service marks, trade names, logotypes or commercial symbols. If at any time it becomes advisable in our sole discretion to modify or discontinue the use of any name or mark and/or use one or more additional or substitute marks, you are obligated to do so, and we do not have any obligation to reimburse or compensate you in connection with these changes or discontinuations.

Under the Ace Brand Agreement, you may not adopt or use, without our prior written consent, any word or mark which is likely to be similar or confusing to any of our trademarks or service marks. All variations or adaptations of our trademarks and service marks are our exclusive property and we have the exclusive right to register and license them. Under the Ace Brand Agreement, you agree that with respect to any marks that we may license to you, you will refrain from using such mark(s) as part of your corporate name, your registered trade or commercial name or internet domain name or user identification name or the name of your Ace store unless the name also includes another word or words clearly distinguishing it from our corporate or trade name or names and those of any of our subsidiaries, divisions or other members. You also agree under the Ace Brand Agreement that you do not now, and will not in the future, assert any claims to goodwill or ownership of any of our trademarks, service marks or other intellectual property, including, but not limited to, the marks we specifically license to you. You also agree that you will not engage in any acts or conduct contrary to our ownership rights to these marks and property. For information concerning your obligations concerning our marks upon the termination of your membership, see Item 17 of this disclosure document.

We are not obligated to protect your right to use our trademarks. We have the sole discretion to decide whether these marks will be registered or continue to be registered. We also have the sole discretion to decide what action, if any, should be taken against someone who may be infringing our marks. You have no contractual obligation under the Ace Brand Agreement to specifically notify us of trademark infringements. You do, however, have the obligation under the Ace Brand Agreement not to authorize, permit or condone an infringing use of our marks by another person or firm. As a matter of practice, our members notify us by telephone, in writing or by any other convenient means when they become aware of the possible infringement of our marks, so that we may investigate these situations. The Ace Brand Agreement does not require us to take any affirmative action when we are notified of uses or claims of rights to a mark that is identical or confusingly similar to the marks we license to you. You are obligated to fully cooperate with us in our efforts to maintain and defend our ownership and the validity of our marks against infringement and claims of infringement.

We do not know of any superior prior rights or infringing uses that could materially affect your use in this state of the marks discussed above.

## **ITEM 14**

### **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

There are no patents or registered copyrights owned by the Company that are material to the franchise.

We are not required to take affirmative action to protect or defend your rights to use our copyrights when notified of a possible infringement, although we intend to do so if we deem appropriate. We may control any action we choose to bring, even if you bring the matter to our attention. We need not participate in your defense and/or indemnify you for damage or expenses in a proceeding involving a copyright.

The General Member Standards/Ace Brand Standards/ Member Operational Requirements (part of Exhibit A and Exhibit B) and other materials contain our confidential information (some of which constitutes trade

secrets under applicable law). This information includes training and operations materials; methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating Ace stores; knowledge of specifications for and suppliers of products, services and supplies for use in Ace stores; catalogs, price lists and order forms; and graphic designs and related intellectual property.

You may not use our confidential information in an unauthorized manner. Under Article II, Section 4 of your Membership Agreement (Nonbranded) (Exhibit A), you agree to comply with all policy statements and instructions that we may issue regarding our confidential information. You also agree to keep our confidential information in strict confidence, and to return such confidential materials to us if your membership terminates.

### **ITEM 15**

#### **OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

Although not addressed by the Membership Agreement (Nonbranded) or the Ace Brand Agreement (respectively, Exhibits A and B), it is our general policy not to grant a membership unless the owner or one of the principal owners of the business participates personally and directly in its operation.

Ace does not currently place any restrictions or limitations on whom you may hire as managers, supervisors or other personnel to run your business.

You may be a business entity or an individual sole proprietor. We have no requirement that any on-premises supervisors of yours have any equity interest in your business entity.

### **ITEM 16**

#### **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

We do not restrict the types of goods and services that you may offer, except as follows:

Under the Ace Brand Agreement and its related General Member Standards/ Ace Brand Standards/ Member Operational Requirements (each, a part of Exhibit B), you must:

1. Maintain the following minimum inventory:
  - a. An assortment of merchandise from the Company's basic hardware departments (Departments 1 through 5 and 7) with a minimum of \$50 per square foot; and
  - b. 50% of the Company's entire Category Management (Discovery) Programs, as the same may be amended by Ace from time to time.
2. Maintain minimum store hours of operation from 8:00 a.m. to 7:00 p.m. (local time), Monday through Saturday, in order to help meet customer expectations. For stores located in rural communities where there are no competitors within five (5) miles, the store must be open a total of at least 60 hours, Monday through Saturday.
3. Refrain from stocking products for sale that may be detrimental to the Ace brand.
4. Refrain from offering in-home services under the Ace marks.

5. Refrain from selling any Ace branded products in any online forum whatsoever, whether directly through retailer's own web, mobile or social media site(s) and/or indirectly via acehardware.com or any online marketplace such as Amazon, eBay or Walmart Marketplace.

Under your Membership Agreement (Nonbranded) and Ace Brand Agreement, we reserve the right to change our General Member Standards/ Ace Brand Standards/ Member Operational Requirements (part of Exhibit A and Exhibit B) upon notice to you. Please refer to Items 8, 9, 12, and 17 of this disclosure document for additional information.

**ITEM 17**  
**RENEWAL, TERMINATION, TRANSFER**  
**AND DISPUTE RESOLUTION**

**THE FRANCHISE RELATIONSHIP**

**This table lists certain important provisions of the membership and related agreements. You should read these provisions in the agreements attached to this disclosure document.**

| <b>PROVISION</b>                                  | <b>SECTION IN<br/>FRANCHISE OR OTHER<br/>AGREEMENT</b>                                                                                                                          | <b>SUMMARY</b>                                                                                                                                                                                                                    |
|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. Length of the franchise term                   | No such section                                                                                                                                                                 | No fixed term is specified.                                                                                                                                                                                                       |
| b. Renewal or extension of the term               | No such section                                                                                                                                                                 | No fixed term is specified.                                                                                                                                                                                                       |
| c. Requirements for franchisee to renew or extend | No such section                                                                                                                                                                 | No fixed term is specified.                                                                                                                                                                                                       |
| d. Termination by franchisee                      | Article III, Sections 1, 3, 4 and 6 of the Membership Agreement (Nonbranded); Article III, Section 1 of the Ace Brand Agreement                                                 | You may terminate your Agreements with or without cause upon 30 days advance written notice to us (Subject to applicable state law). (See Note 1.)                                                                                |
| e. Termination by franchisor without cause        | Article III, Section 1 of the Membership Agreement (Nonbranded); Article III, Section 1 of the Ace Brand Agreement; and the Rider to the Membership Agreement, if applicable    | We may terminate your Agreements without cause upon 30 days advance written notice to you, except where good cause or a longer notice period is required by a law or regulation applicable to your member location. (See Note 2.) |
| f. Termination by franchisor with cause           | Article III, Sections 1-3 of the Membership Agreement (Nonbranded); Article III, Section 1 of the Ace Brand Agreement; and the Rider to the Membership Agreement, if applicable | Except where another interpretation of "cause" is required by a law or regulation applicable to your member location, we consider the situations discussed in Note (3) below to be terminations for cause.                        |

| <b>PROVISION</b>                                       | <b>SECTION IN<br/>FRANCHISE OR OTHER<br/>AGREEMENT</b>                                                                                                                                                                                                                                                                                                                                     | <b>SUMMARY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| g. "Cause" defined – curable defaults                  | Article III, Sections 1-3 of the Membership Agreement (Nonbranded); Article III, Section 1 of the Ace Brand Agreement; and the Rider to the Membership Agreement, if applicable                                                                                                                                                                                                            | The Agreements do not distinguish between curable and non-curable defaults. Cure periods would be granted if required by a law or regulation applicable to your member location.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| h. "Cause" defined – non-curable defaults              | Article III, Sections 1-3 of the Membership Agreement (Nonbranded); Article III, Section 1 of the Ace Brand Agreement; and the Rider to the Membership Agreement, if applicable                                                                                                                                                                                                            | The Agreements do not distinguish between curable and non-curable defaults.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| i. Franchisee's obligations on termination/non-renewal | Article II, Sections 4, 5, 10 and 11 and Article III, Section 7 of the Membership Agreement (Nonbranded); Article II, Section 7 and Article III, Sections 2, 3 and 4 of the Ace Brand Agreement; Rider to the Membership Agreement, if applicable; and Section 6 of the Store Development Agreement, if applicable (i.e., if you participate in the Multi-Unit Capital Stock Loan Program) | Your obligations on termination of your Membership Agreement (Nonbranded) and/or Ace Brand Agreement include 1) to return our confidential documents and to refrain from disclosing our confidential information; 2) to stop using our licensed marks, including removing signage and changing your corporate name, trade name, domain name and business listings, as applicable; 3) to indemnify us against certain claims arising from your conduct while you were a member; 4) to refrain from advertising or promoting your business in a way that makes reference to your former relationship with us; 5) to stop using any advertising and promotional materials developed by you or by a third party previously approved by us that bears the marks or illustrations of products bearing the marks; 6) to refrain from any use, dissemination or distribution of quotations or summaries of remarks attributed to Ace or its officers, directors or employees; 7) to fully cooperate with us in our efforts to maintain and defend our ownership and the validity of the marks against infringement and claims of infringement, including rendering assistance as we may request in any litigation; and 8) to keep accurate books of account and records covering all transactions made from your location and permit Ace to photograph the interior and exterior and to examine, copy and make extracts from said books and records for a period of 2 years after termination. In addition, if you signed a Store Development Agreement pursuant to the Multi-Unit Capital Stock Financing Program (Exhibit M) you are also subject to a covenant not to compete during pendency of that Agreement and for one (1) year thereafter. |

| <b>PROVISION</b>                                                        | <b>SECTION IN<br/>FRANCHISE OR OTHER<br/>AGREEMENT</b>                                                                                                                                                                                                                                                                                                                                                                                              | <b>SUMMARY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| j. Assignment of contract by franchisor                                 | Article V, Section 2 of the Membership Agreement (Nonbranded); Article V, Section 2 of the Ace Brand Agreement; and Section 5 of the Store Development Agreement, if applicable (i.e., if you participate in the Multi-Unit Capital Stock Loan Program)                                                                                                                                                                                             | We expressly reserve the right to assign the Agreements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| k. "Transfer" by franchisee – defined                                   | No such section                                                                                                                                                                                                                                                                                                                                                                                                                                     | There is no such definition in our Agreements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| l. Franchisor's approval of transfer by franchisee                      | Article III, Section 4 of the Membership Agreement (Nonbranded)                                                                                                                                                                                                                                                                                                                                                                                     | We have the right to consent to a transfer of your shares of our capital stock to another eligible holder. Upon our consent, your Membership Agreement (Nonbranded) terminates and is replaced by the transferee's Membership Agreement (Nonbranded).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| m. Conditions for franchisor approval of transfer                       | No such section                                                                                                                                                                                                                                                                                                                                                                                                                                     | A transferee must be a retail hardware dealer as required by our By-laws, with a retail location acceptable to us, and must meet reasonable standards of creditworthiness.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| n. Franchisor's right of first refusal to acquire franchisee's business | No such section in Membership Agreement (Nonbranded) or Ace Brand Agreement; but see Right of First Refusal Agreement and Section 2 of each of the following Incentive Agreements:<br>Branch Store A/New Investor A/Grocery Retailer<br>Freestanding Ace Store A<br>See Article 3, Section 3.1(a) (xii) Multi-Unit Capital Stock Loan Agreement; Article 3, Section 3.1(a)(ix) Loan Agreement for Ace to Ace Acquisition Capital Stock Loan Program | We do not reserve a right of first refusal to acquire your business under your Membership Agreement (Nonbranded) or Ace Brand Agreement; we do reserve a right of first refusal to purchase your business during the term of your Agreements and for a period of five (5) years after termination under our Right of First Refusal Agreement and our referenced new store Incentive Agreements and our referenced Loan Agreements. The Right of First Refusal Agreement must be signed if (a) you are opening a new Ace store or are purchasing an existing non-Ace store and converting it to an Ace store, (b) you are applying for an Ace loan in excess of \$200,000.00, or (c) purchasing an existing Ace store. In the case of (a) and (c), You do not have to sign the Right of First Refusal Agreement if you already operate an Ace store as of March 28, 2022 and are opening an additional Ace store, or if you are converting your own non-Ace store to an Ace store. Subsequent purchasers of any store whose current or former member executed any of the Incentive Agreements shall be required to execute a "Right of First Refusal Agreement" substantially similar in substance to the option set forth in Section 2.F of such Incentive Agreement(s). |
| o. Franchisor's option to purchase franchisee's business                | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                      | Not Applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

| <b>PROVISION</b>                                                          | <b>SECTION IN<br/>FRANCHISE OR OTHER<br/>AGREEMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                           | <b>SUMMARY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| p. Death or disability of franchisee                                      | Article III, Section 5 of the Membership Agreement (Nonbranded)                                                                                                                                                                                                                                                                                                                                                                                                  | If you are a sole proprietor or general partner, your Membership Agreement (Nonbranded) may continue with our consent after your death so that your business may be operated by your estate or by the person(s) succeeding to your interest. (See Note 4.) There is no such section in the Ace Brand Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| q. Non-competition covenants during the term of the franchise             | Article II, Section 12 of the Membership Agreement (Nonbranded); Paragraph 3 of the General Member Standards/ Ace Brand Standards/ Member Operational Requirements; Article II, Section 6 of the Ace Brand Agreement; Paragraph 7 of the General Member Standards/ Ace Brand Standards/ Member Operational Requirements; and Section 6 of the Store Development Agreement, if applicable (i.e., if you participate in the Multi-Unit Capital Stock Loan Program) | You must terminate any previously established business at the member location of any other major hardware wholesaler within one year and you must refrain from establishing any new participation in the program of any other major hardware wholesaler. Pursuant to the Membership Agreement (Nonbranded), the Ace Brand Agreement, and the General Member Standards/ Ace Brand Standards/ Member Operational Requirements, you must also refrain from listing or referring to the member location in any form of advertising or other type communications. In addition, if you signed a Store Development Agreement pursuant to the Multi-Unit Capital Stock Financing Program (Exhibit M) you are also subject to a covenant not to compete during pendency of that Agreement and for one (1) year thereafter (Subject to applicable state law) . |
| r. Non-competition covenants after the franchise is terminated or expires | No such section                                                                                                                                                                                                                                                                                                                                                                                                                                                  | The Membership Agreement (Nonbranded), Ace Brand Agreement and the various versions of the Incentive Agreements do not address this subject. However, if you signed a Store Development Agreement pursuant to the Multi-Unit Capital Stock Financing Program (Exhibit M) you are also subject to a covenant not to compete during pendency of that Agreement and for one (1) year thereafter (Subject to applicable state law).                                                                                                                                                                                                                                                                                                                                                                                                                      |
| s. Modification of the agreement                                          | Article II, Section 12 and Article IV, Sections 1-3 of the Membership Agreement (Nonbranded); Article II, Section 6 and Article IV, Sections 1 and 2 of the Ace Brand Agreement; and Section 11 of the Store Development Agreement, if applicable (i.e., if you participate in the Multi-Unit Capital Stock Loan Program)                                                                                                                                        | Ace can modify its General Member Standards/ Ace Brand Standards/ Member Operational Requirements, By-laws, trademark licenses and certificates of incorporation at any time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| t. Integration/ merger clause                                             | No such section                                                                                                                                                                                                                                                                                                                                                                                                                                                  | The Agreements do not address this subject.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

| <b>PROVISION</b>                                  | <b>SECTION IN<br/>FRANCHISE OR OTHER<br/>AGREEMENT</b>                                                                                                                                                                                                       | <b>SUMMARY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| u. Dispute resolution by arbitration or mediation | Article V, Section 12 of the Membership Agreement (Nonbranded) and Article V, Section 10 of the Ace Brand Agreement; and Section 9 of the Store Development Agreement, if applicable (i.e., if you participate in the Multi-Unit Capital Stock Loan Program) | Any dispute, controversy or claim arising out of or relating to either the Membership Agreement (Nonbranded) or the Ace Brand Agreement or the relationship between Ace and you shall be settled by arbitration administered by the American Arbitration Association in accordance with its then current commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof (Subject to applicable state law). |
| v. Choice of forum                                | Article V, Section 1 of the Membership Agreement (Nonbranded); Article V, Section 1 of the Ace Brand Agreement                                                                                                                                               | Suits must be brought before an Illinois court unless prohibited by the laws of the state where the store is located. (Subject to state law.)                                                                                                                                                                                                                                                                                                                                          |
| w. Choice of law                                  | Article V, Section 1 of the Membership Agreement (Nonbranded); Article V, Section 1 of the Ace Brand Agreement; and Section 9 of the Store Development Agreement, if applicable (i.e., if you participate in the Multi-Unit Capital Stock Loan Program)      | Illinois law governs. Note: Subject to applicable state law, other state law may supersede certain provisions of the Agreements. See Exhibits A and B for details.                                                                                                                                                                                                                                                                                                                     |

**NOTES:**

- (1) In addition to your right to terminate your Membership Agreement (Nonbranded) and your Ace Brand Agreement upon 30 days' advance written notice to us, the Agreements will also automatically terminate if you close down your business at the member location, provided that this automatic termination will not occur if your business is moved to another location to which we consent. Your Membership Agreement (Nonbranded) will also automatically terminate (unless we expressly consent to its continuation) if you transfer your shares of our capital stock with our consent to someone else, or if you sell your shares of our capital stock back to us, as provided in our By-laws. If your business at the member location is owned by a corporation, your Membership Agreement (Nonbranded) will also automatically terminate in the event of certain actions by the shareholders of that corporation that result in a change of corporate control where we become obligated to repurchase our capital stock as provided in our By-laws.
- (2) Unless a law or regulation applicable to your member location requires otherwise, we may terminate your Membership Agreement (Nonbranded) and Ace Brand Agreement upon 30 days' advance written notice to you without cause.
- (3) Unless a law or regulation applicable to your member location requires another definition, we deem a termination for cause to include (a) a breach by you of any material obligation under your Membership Agreement (Nonbranded), your Ace Brand Agreement, or the General Member Standards/ Ace Brand Standards/ Member Operational Requirements applicable to your business; (b) the making by you of any misrepresentations in connection with obtaining the rights granted to you under your Membership Agreement (Nonbranded) or Ace Brand Agreement; (c) your failure to meet the standard annual minimum purchase levels established by us for our members; (d) a delinquency on your part in making payment for merchandise or services we sell to you; or (e) your insolvency or the making by you of an assignment for the benefit of your creditors.

- (4) With our approval (which will not be unreasonably withheld), if you are a sole proprietor or general partner, your business may continue to be operated under your Membership Agreement (Nonbranded) and Ace Brand Agreement after your death by your estate or by the person(s) to whom ownership of your business will be distributed by your estate, or by the person(s) or partnership succeeding to your interest, in the case of a deceased partner. If your business does not continue to be operated with our consent as described above, then your Membership Agreement (Nonbranded) and Ace Brand Agreement will be deemed to have automatically terminated upon your death.

## **ITEM 18**

### **PUBLIC FIGURES**

We do not use any public figure to promote sales of our franchise.

## **ITEM 19**

### **FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in this Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Upon our request, members are required to furnish their stores' financial results to us. In addition, members may participate in the Retail Financial Report (RFR) which is prepared by Profit Planning Group, Inc., (PPG) of Boulder, Colorado. The data submitted to PPG, by our members, is the basis of this financial performance representation. The financial performance representation does not include data from Ace stores operated by our subsidiaries Westlake or GLA.

The 2023 RFR prepared by PPG used single store operations data voluntarily supplied by 689 participating Ace branded stores ("Reporting Stores"). The Reporting Stores represent 14.3% of total domestic Ace branded member stores operating as of December 31, 2023. All of the Reporting Stores had been open at least one (1) full year. The average number of years each Reporting Store had been operated, as of the end of 2023, was approximately 17.8 years, ranging from 1 to 71 years and the median was 13 years. As of December 31, 2024, all of the Reporting Stores are still operating; but 22 stores underwent a change in ownership in 2024. Summary data used in preparing the RFR is available to prospective members upon reasonable request.

The Reporting Stores are classified into the following retail formats: Hardware Stores (Express, Convenience, Core and Super) and Home Centers. Hardware Stores cater to Do-It-Yourself consumers, focusing on repair, replacement, and small projects. Hardware Stores are further separated into four different categories by hardware square footage. Home Centers serve the small contractor as well as the Do-It-Yourself consumer, carrying basic hardware plus expanded millwork, windows and doors, lumber and building materials, and kitchen and bath lines.

Of the Reporting Stores, 13 (1.8%) are in the Express Hardware Format, stores with a retail selling space up to 3,500 square feet. The median annual sales volume of the Reporting stores in the Express Hardware Format is \$1,393,582. The average annual sales volume of the Reporting Stores in the Express Hardware



Supply Format was \$1,664,867. The highest and lowest sales results for the Reporting Stores were \$4,726,773 and \$113,887.

Of the Reporting Stores, 83 stores (12%) are in the Convenience Hardware Format, stores with a retail selling space up to 6,000 square feet. The median annual sales volume of the Reporting Stores in the Convenience Hardware Format was \$1,619,311. The average annual sales volume of the Reporting Stores in the Convenience Hardware Format was \$2,254,853. The highest and lowest sales results for the Reporting Stores in the Convenience Hardware Format were \$15,815,653 and \$569,065.

Of the Reporting Stores, 343 stores (49.7%) are in the Core Hardware Format, stores with a retail selling space of 6,001 to 12,000 square feet. The median annual sales volume of the Reporting Stores in the Core Hardware Format is \$2,690,215. The average annual sales volume of the Reporting Stores in the Core Hardware Format was \$2,997,732. The highest and lowest sales results for the Reporting Stores were \$13,822,437 and \$249,683.

Of the Reporting Stores, 194 (28.1%) are in the Super Hardware Format, stores with a retail selling space of more than 12,001 square feet. The median annual sales volume of the Reporting Stores in Super Hardware Format is \$4,394,953. The average annual sales volume of the Reporting Stores in the Super Hardware Format was \$5,308,506. The highest and lowest sales results for the Reporting Stores were \$22,111,634 and \$1,301,349.

Of the Reporting Stores, 56 (8.12%) are in the Home Center Format. The median annual sales volume of the Reporting stores in the Home Center Format is \$7,903,519. The average annual sales volume of the Reporting Stores in the Home Center Format was \$9,185,533. The highest and lowest sales results for the Reporting Stores were \$59,905,297 and \$1,684,982.

When reviewing the financial performance representation, please remember that Reporting Stores within the hardware format contain diverse types of outlets including but not limited to, grocery stores and traditional retail outlets.

Individual retailer operating and financial performance is dependent on the following factors, among others:

- **Type of store/outlet** - Financial performance for these varying types of businesses is significantly different, with different cost structures. Performance can also vary significantly within type.
- **Location** - In the current retail environment, the location of the store in relation to the target market is a critical decision and factor in retail success. Although we often assist the member or prospective member in market and demographic studies for both new businesses and expansion plans, the final decision rests with the member.
- **Management abilities of the owner** - Since all stores are independently owned, this is one of the most important factors. Ownership and management of a retail store is difficult and demanding. Store hours, depending on location, can cover up to 80 hours per week. You select both management and hourly employees for your store. Although training programs currently are offered by us, we are not required to provide any training; all store training is controlled by you. We believe that owner-operators are more successful than absentee owners.
- **Capitalization** - Initial capitalization is of the utmost importance in opening a new store. Retailers must expect to operate unprofitably for a period of time and have adequate capital to fund the project until acceptable results are obtained. Adequate inventory levels must be maintained to support sales. Adequate capital in the business continues to be important to be competitive within

local economic and competitive conditions and to fund growth of the business or store expansions and remodeling.

- **Local/regional economy and competition** - Every marketplace is different and changing. Although we assist retailers with market analysis, conditions may change within a very short period of time. Competition from mass merchandisers, online retailers and discount chains has also increased and intensified, with a few competitors having very aggressive, and unpredictable, expansion plans. Members in all markets, large and small, must be prepared for changing economic conditions and increased competition, both through aggressive retail programs, quality management and adequate capitalization.

You are responsible for developing your own business plan for your store, including budgets for investments in inventory, leasehold improvements and fixtures and equipment, forecasts of sales and operating expenses and other elements appropriate to your particular circumstances. Prospective members generally utilize industry data and knowledge about the actual proposed location and market to prepare a detailed business plan, sales forecast, and proforma financial statement tailored for the specific operation. The prospective member's sales forecast is often done at various ranges of performance whereas his or her proforma financial statement is based on his or her single best estimate. While our field personnel may assist prospective members with their business plans, sales forecasts and/or proforma financial statements, the prospective member is responsible for the soundness of all assumptions contained in all such plans, forecasts and proformas. Consult with your own financial, business and legal advisors, to forecast sales, estimate expenses and prepare budgets for your store.

**Some Ace stores have sold and earned these amounts. Your individual results may differ. There is no assurance that you'll sell or earn as much.**

Other than the preceding, we do not make any financial performance representations about a franchisee's future financial performance, or the past financial performance of company owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing.

## **ITEM 20**

### **OUTLETS AND FRANCHISEE INFORMATION**

| <b>Table No. 1</b><br><b>Systemwide Outlet Summary</b><br><b>For Years 2022 to 2024</b> |             |                                         |                                       |                   |
|-----------------------------------------------------------------------------------------|-------------|-----------------------------------------|---------------------------------------|-------------------|
| <b>Outlet Type</b>                                                                      | <b>Year</b> | <b>Outlets at the Start of the Year</b> | <b>Outlets at the End of the Year</b> | <b>Net Change</b> |
| Franchised                                                                              | 2022        | 4540                                    | 4645                                  | +105              |
|                                                                                         | 2023        | 4645                                    | 4759                                  | +114              |
|                                                                                         | 2024        | 4759                                    | 4885                                  | +126              |
| Company-Owned                                                                           | 2022        | 211                                     | 222                                   | +11               |
|                                                                                         | 2023        | 222                                     | 235                                   | +13               |
|                                                                                         | 2024        | 235                                     | 259                                   | +24               |
| TOTALS                                                                                  | 2022        | 4751                                    | 4867                                  | +116              |
|                                                                                         | 2023        | 4867                                    | 4994                                  | +127              |
|                                                                                         | 2024        | 4994                                    | 5144                                  | +150              |

| <b>Table No. 2</b><br><b>Transfers of Outlets from Franchisees to New Owners</b><br><b>(other than the Franchisor) For Years 2022-2024</b> |             |                            |
|--------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------------------|
| <b>State</b>                                                                                                                               | <b>Year</b> | <b>Number of Transfers</b> |
| Alabama                                                                                                                                    | 2022        | 2                          |
|                                                                                                                                            | 2023        | 2                          |
|                                                                                                                                            | 2024        | 3                          |
| Alaska                                                                                                                                     | 2022        | 0                          |
|                                                                                                                                            | 2023        | 1                          |
|                                                                                                                                            | 2024        | 0                          |
| Arizona                                                                                                                                    | 2022        | 6                          |
|                                                                                                                                            | 2023        | 3                          |
|                                                                                                                                            | 2024        | 3                          |
| Arkansas                                                                                                                                   | 2022        | 3                          |
|                                                                                                                                            | 2023        | 0                          |
|                                                                                                                                            | 2024        | 1                          |
| California                                                                                                                                 | 2022        | 10                         |
|                                                                                                                                            | 2023        | 6                          |
|                                                                                                                                            | 2024        | 5                          |
| Colorado                                                                                                                                   | 2022        | 2                          |
|                                                                                                                                            | 2023        | 4                          |
|                                                                                                                                            | 2024        | 4                          |
| Connecticut                                                                                                                                | 2022        | 0                          |
|                                                                                                                                            | 2023        | 1                          |
|                                                                                                                                            | 2024        | 0                          |
| Delaware                                                                                                                                   | 2022        | 0                          |
|                                                                                                                                            | 2023        | 0                          |
|                                                                                                                                            | 2024        | 0                          |
| District of Columbia                                                                                                                       | 2022        | 0                          |
|                                                                                                                                            | 2023        | 0                          |
|                                                                                                                                            | 2024        | 0                          |
| Florida                                                                                                                                    | 2022        | 3                          |
|                                                                                                                                            | 2023        | 2                          |
|                                                                                                                                            | 2024        | 4                          |
| Georgia                                                                                                                                    | 2022        | 11                         |
|                                                                                                                                            | 2023        | 7                          |
|                                                                                                                                            | 2024        | 0                          |
| Hawaii                                                                                                                                     | 2022        | 0                          |
|                                                                                                                                            | 2023        | 0                          |
|                                                                                                                                            | 2024        | 0                          |
| Idaho                                                                                                                                      | 2022        | 2                          |
|                                                                                                                                            | 2023        | 1                          |
|                                                                                                                                            | 2024        | 1                          |
| Illinois                                                                                                                                   | 2022        | 18                         |
|                                                                                                                                            | 2023        | 3                          |
|                                                                                                                                            | 2024        | 15                         |

| <b>Table No. 2</b><br><b>Transfers of Outlets from Franchisees to New Owners</b><br><b>(other than the Franchisor) For Years 2022-2024</b> |             |                            |
|--------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------------------|
| <b>State</b>                                                                                                                               | <b>Year</b> | <b>Number of Transfers</b> |
| Indiana                                                                                                                                    | 2022        | 0                          |
|                                                                                                                                            | 2023        | 1                          |
|                                                                                                                                            | 2024        | 1                          |
| Iowa                                                                                                                                       | 2022        | 3                          |
|                                                                                                                                            | 2023        | 1                          |
|                                                                                                                                            | 2024        | 0                          |
| Kansas                                                                                                                                     | 2022        | 1                          |
|                                                                                                                                            | 2023        | 1                          |
|                                                                                                                                            | 2024        | 1                          |
| Kentucky                                                                                                                                   | 2022        | 6                          |
|                                                                                                                                            | 2023        | 2                          |
|                                                                                                                                            | 2024        | 1                          |
| Louisiana                                                                                                                                  | 2022        | 0                          |
|                                                                                                                                            | 2023        | 3                          |
|                                                                                                                                            | 2024        | 1                          |
| Maine                                                                                                                                      | 2022        | 3                          |
|                                                                                                                                            | 2023        | 1                          |
|                                                                                                                                            | 2024        | 0                          |
| Maryland                                                                                                                                   | 2022        | 1                          |
|                                                                                                                                            | 2023        | 0                          |
|                                                                                                                                            | 2024        | 5                          |
| Massachusetts                                                                                                                              | 2022        | 0                          |
|                                                                                                                                            | 2023        | 0                          |
|                                                                                                                                            | 2024        | 4                          |
| Michigan                                                                                                                                   | 2022        | 5                          |
|                                                                                                                                            | 2023        | 3                          |
|                                                                                                                                            | 2024        | 2                          |
| Minnesota                                                                                                                                  | 2022        | 3                          |
|                                                                                                                                            | 2023        | 4                          |
|                                                                                                                                            | 2024        | 9                          |
| Mississippi                                                                                                                                | 2022        | 1                          |
|                                                                                                                                            | 2023        | 0                          |
|                                                                                                                                            | 2024        | 0                          |
| Missouri                                                                                                                                   | 2022        | 4                          |
|                                                                                                                                            | 2023        | 0                          |
|                                                                                                                                            | 2024        | 0                          |
| Montana                                                                                                                                    | 2022        | 1                          |
|                                                                                                                                            | 2023        | 0                          |
|                                                                                                                                            | 2024        | 0                          |
| Nebraska                                                                                                                                   | 2022        | 0                          |
|                                                                                                                                            | 2023        | 0                          |
|                                                                                                                                            | 2024        | 3                          |
| Nevada                                                                                                                                     | 2022        | 2                          |
|                                                                                                                                            | 2023        | 2                          |
|                                                                                                                                            | 2024        | 0                          |

| <b>Table No. 2</b><br><b>Transfers of Outlets from Franchisees to New Owners</b><br><b>(other than the Franchisor) For Years 2022-2024</b> |             |                            |
|--------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------------------|
| <b>State</b>                                                                                                                               | <b>Year</b> | <b>Number of Transfers</b> |
| New Hampshire                                                                                                                              | 2022        | 0                          |
|                                                                                                                                            | 2023        | 0                          |
|                                                                                                                                            | 2024        | 0                          |
| New Jersey                                                                                                                                 | 2022        | 6                          |
|                                                                                                                                            | 2023        | 8                          |
|                                                                                                                                            | 2024        | 2                          |
| New Mexico                                                                                                                                 | 2022        | 0                          |
|                                                                                                                                            | 2023        | 0                          |
|                                                                                                                                            | 2024        | 0                          |
| New York                                                                                                                                   | 2022        | 6                          |
|                                                                                                                                            | 2023        | 2                          |
|                                                                                                                                            | 2024        | 3                          |
| North Carolina                                                                                                                             | 2022        | 3                          |
|                                                                                                                                            | 2023        | 5                          |
|                                                                                                                                            | 2024        | 4                          |
| North Dakota                                                                                                                               | 2022        | 0                          |
|                                                                                                                                            | 2023        | 0                          |
|                                                                                                                                            | 2024        | 0                          |
| Ohio                                                                                                                                       | 2022        | 13                         |
|                                                                                                                                            | 2023        | 3                          |
|                                                                                                                                            | 2024        | 0                          |
| Oklahoma                                                                                                                                   | 2022        | 1                          |
|                                                                                                                                            | 2023        | 2                          |
|                                                                                                                                            | 2024        | 0                          |
| Oregon                                                                                                                                     | 2022        | 1                          |
|                                                                                                                                            | 2023        | 3                          |
|                                                                                                                                            | 2024        | 1                          |
| Pennsylvania                                                                                                                               | 2022        | 1                          |
|                                                                                                                                            | 2023        | 12                         |
|                                                                                                                                            | 2024        | 6                          |
| Rhode Island                                                                                                                               | 2022        | 0                          |
|                                                                                                                                            | 2023        | 0                          |
|                                                                                                                                            | 2024        | 0                          |
| South Carolina                                                                                                                             | 2022        | 1                          |
|                                                                                                                                            | 2023        | 3                          |
|                                                                                                                                            | 2024        | 4                          |
| South Dakota                                                                                                                               | 2022        | 0                          |
|                                                                                                                                            | 2023        | 1                          |
|                                                                                                                                            | 2024        | 0                          |
| Tennessee                                                                                                                                  | 2022        | 20                         |
|                                                                                                                                            | 2023        | 4                          |
|                                                                                                                                            | 2024        | 2                          |
| Texas                                                                                                                                      | 2022        | 2                          |
|                                                                                                                                            | 2023        | 6                          |
|                                                                                                                                            | 2024        | 7                          |

| <b>Table No. 2</b><br><b>Transfers of Outlets from Franchisees to New Owners</b><br><b>(other than the Franchisor) For Years 2022-2024</b> |             |                            |
|--------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------------------|
| <b>State</b>                                                                                                                               | <b>Year</b> | <b>Number of Transfers</b> |
| Utah                                                                                                                                       | 2022        | 1                          |
|                                                                                                                                            | 2023        | 0                          |
|                                                                                                                                            | 2024        | 2                          |
| Vermont                                                                                                                                    | 2022        | 0                          |
|                                                                                                                                            | 2023        | 0                          |
|                                                                                                                                            | 2024        | 7                          |
| Virginia                                                                                                                                   | 2022        | 1                          |
|                                                                                                                                            | 2023        | 0                          |
|                                                                                                                                            | 2024        | 0                          |
| Washington                                                                                                                                 | 2022        | 7                          |
|                                                                                                                                            | 2023        | 1                          |
|                                                                                                                                            | 2024        | 4                          |
| West Virginia                                                                                                                              | 2022        | 1                          |
|                                                                                                                                            | 2023        | 1                          |
|                                                                                                                                            | 2024        | 1                          |
| Wisconsin                                                                                                                                  | 2022        | 6                          |
|                                                                                                                                            | 2023        | 5                          |
|                                                                                                                                            | 2024        | 3                          |
| Wyoming                                                                                                                                    | 2022        | 0                          |
|                                                                                                                                            | 2023        | 1                          |
|                                                                                                                                            | 2024        | 3                          |
| TOTALS                                                                                                                                     | 2022        | 157                        |
|                                                                                                                                            | 2023        | 105                        |
|                                                                                                                                            | 2024        | 112                        |

| <b>Table No. 3</b><br><b>Status of Franchised Outlets</b><br><b>For Years 2022 to 2024</b> |             |                                 |                       |                     |                     |                                 |                                        |                                   |
|--------------------------------------------------------------------------------------------|-------------|---------------------------------|-----------------------|---------------------|---------------------|---------------------------------|----------------------------------------|-----------------------------------|
| <b>State</b>                                                                               | <b>Year</b> | <b>Outlets at Start of Year</b> | <b>Outlets Opened</b> | <b>Terminations</b> | <b>Non-Renewals</b> | <b>Reacquired by Franchisor</b> | <b>Ceased Operations Other Reasons</b> | <b>Outlets at End of the Year</b> |
| Alabama                                                                                    | 2022        | 82                              | 6                     | 2                   | 0                   | 0                               | 0                                      | 86                                |
|                                                                                            | 2023        | 86                              | 4                     | 1                   | 0                   | 0                               | 0                                      | 89                                |
|                                                                                            | 2024        | 89                              | 3                     | 2                   | 0                   | 0                               | 0                                      | 90                                |
| Alaska                                                                                     | 2022        | 28                              | 3                     | 0                   | 0                   | 0                               | 0                                      | 31                                |
|                                                                                            | 2023        | 31                              | 1                     | 2                   | 0                   | 0                               | 0                                      | 30                                |
|                                                                                            | 2024        | 30                              | 1                     | 0                   | 0                   | 0                               | 0                                      | 31                                |
| Arizona                                                                                    | 2022        | 135                             | 3                     | 2                   | 0                   | 0                               | 0                                      | 136                               |
|                                                                                            | 2023        | 136                             | 3                     | 1                   | 0                   | 0                               | 0                                      | 138                               |
|                                                                                            | 2024        | 138                             | 2                     | 0                   | 0                   | 0                               | 0                                      | 140                               |
| Arkansas                                                                                   | 2022        | 53                              | 3                     | 1                   | 0                   | 0                               | 0                                      | 55                                |
|                                                                                            | 2023        | 55                              | 2                     | 2                   | 0                   | 0                               | 0                                      | 55                                |
|                                                                                            | 2024        | 55                              | 6                     | 1                   | 0                   | 0                               | 0                                      | 60                                |
| California                                                                                 | 2022        | 404                             | 6                     | 5                   | 0                   | 1                               | 0                                      | 404                               |
|                                                                                            | 2023        | 404                             | 8                     | 17                  | 0                   | 0                               | 0                                      | 395                               |
|                                                                                            | 2024        | 395                             | 6                     | 4                   | 0                   | 0                               | 0                                      | 397                               |

**Table No. 3**  
**Status of Franchised Outlets**  
**For Years 2022 to 2024**

| State                   | Year | Outlets<br>at Start<br>of Year | Outlets<br>Opened | Terminations | Non-<br>Renewals | Reacquired<br>by<br>Franchisor | Ceased<br>Operations<br>Other<br>Reasons | Outlets<br>at End of<br>the Year |
|-------------------------|------|--------------------------------|-------------------|--------------|------------------|--------------------------------|------------------------------------------|----------------------------------|
| Colorado                | 2022 | 126                            | 4                 | 2            | 0                | 0                              | 0                                        | 128                              |
|                         | 2023 | 128                            | 3                 | 1            | 0                | 0                              | 0                                        | 130                              |
|                         | 2024 | 130                            | 5                 | 2            | 0                | 0                              | 0                                        | 133                              |
| Connecticut             | 2022 | 39                             | 1                 | 0            | 0                | 0                              | 0                                        | 40                               |
|                         | 2023 | 40                             | 5                 | 1            | 0                | 0                              | 0                                        | 44                               |
|                         | 2024 | 44                             | 4                 | 1            | 0                | 0                              | 0                                        | 47                               |
| Delaware                | 2022 | 10                             | 0                 | 0            | 0                | 0                              | 0                                        | 10                               |
|                         | 2023 | 10                             | 1                 | 0            | 0                | 0                              | 0                                        | 11                               |
|                         | 2024 | 11                             | 0                 | 1            | 0                | 0                              | 0                                        | 10                               |
| District of<br>Columbia | 2022 | 8                              | 0                 | 1            | 0                | 0                              | 0                                        | 7                                |
|                         | 2023 | 7                              | 0                 | 0            | 0                | 0                              | 0                                        | 7                                |
|                         | 2024 | 7                              | 0                 | 0            | 0                | 0                              | 0                                        | 7                                |
| Florida                 | 2022 | 290                            | 11                | 1            | 0                | 0                              | 0                                        | 300                              |
|                         | 2023 | 300                            | 9                 | 2            | 0                | 0                              | 0                                        | 307                              |
|                         | 2024 | 307                            | 7                 | 4            | 0                | 0                              | 0                                        | 310                              |
| Georgia                 | 2022 | 169                            | 5                 | 3            | 0                | 0                              | 0                                        | 171                              |
|                         | 2023 | 171                            | 7                 | 0            | 0                | 0                              | 0                                        | 178                              |
|                         | 2024 | 178                            | 4                 | 3            | 0                | 0                              | 0                                        | 179                              |
| Hawaii                  | 2022 | 25                             | 0                 | 0            | 0                | 0                              | 0                                        | 25                               |
|                         | 2023 | 25                             | 0                 | 0            | 0                | 0                              | 0                                        | 25                               |
|                         | 2024 | 25                             | 0                 | 0            | 0                | 0                              | 0                                        | 25                               |
| Idaho                   | 2022 | 58                             | 1                 | 0            | 0                | 0                              | 0                                        | 59                               |
|                         | 2023 | 59                             | 3                 | 0            | 0                | 0                              | 0                                        | 62                               |
|                         | 2024 | 62                             | 0                 | 0            | 0                | 0                              | 0                                        | 62                               |
| Illinois                | 2022 | 206                            | 2                 | 0            | 0                | 0                              | 0                                        | 208                              |
|                         | 2023 | 208                            | 5                 | 5            | 0                | 0                              | 0                                        | 208                              |
|                         | 2024 | 208                            | 5                 | 1            | 0                | 13                             | 0                                        | 199                              |
| Indiana                 | 2022 | 86                             | 0                 | 0            | 0                | 0                              | 0                                        | 86                               |
|                         | 2023 | 86                             | 3                 | 0            | 0                | 0                              | 0                                        | 89                               |
|                         | 2024 | 89                             | 5                 | 1            | 0                | 0                              | 0                                        | 93                               |
| Iowa                    | 2022 | 57                             | 1                 | 1            | 0                | 0                              | 0                                        | 57                               |
|                         | 2023 | 57                             | 5                 | 0            | 0                | 0                              | 0                                        | 62                               |
|                         | 2024 | 62                             | 2                 | 0            | 0                | 0                              | 0                                        | 64                               |
| Kansas                  | 2022 | 38                             | 0                 | 0            | 0                | 0                              | 0                                        | 38                               |
|                         | 2023 | 38                             | 1                 | 0            | 0                | 1                              | 0                                        | 38                               |
|                         | 2024 | 38                             | 0                 | 0            | 0                | 0                              | 0                                        | 38                               |
| Kentucky                | 2022 | 66                             | 4                 | 0            | 0                | 0                              | 0                                        | 70                               |
|                         | 2023 | 70                             | 2                 | 0            | 0                | 0                              | 0                                        | 72                               |
|                         | 2024 | 72                             | 3                 | 0            | 0                | 0                              | 0                                        | 75                               |
| Louisiana               | 2022 | 81                             | 1                 | 1            | 0                | 0                              | 0                                        | 81                               |
|                         | 2023 | 81                             | 0                 | 1            | 0                | 0                              | 0                                        | 80                               |
|                         | 2024 | 80                             | 1                 | 0            | 0                | 0                              | 0                                        | 81                               |
| Maine                   | 2022 | 35                             | 9                 | 0            | 0                | 0                              | 0                                        | 44                               |
|                         | 2023 | 44                             | 9                 | 0            | 0                | 0                              | 0                                        | 53                               |
|                         | 2024 | 53                             | 7                 | 0            | 0                | 0                              | 0                                        | 60                               |
| Maryland                | 2022 | 49                             | 3                 | 0            | 0                | 0                              | 0                                        | 52                               |
|                         | 2023 | 52                             | 1                 | 3            | 0                | 0                              | 0                                        | 50                               |
|                         | 2024 | 50                             | 1                 | 1            | 0                | 2                              | 0                                        | 48                               |
| Massachusetts           | 2022 | 114                            | 2                 | 2            | 0                | 0                              | 0                                        | 114                              |
|                         | 2023 | 114                            | 7                 | 0            | 0                | 0                              | 0                                        | 121                              |
|                         | 2024 | 121                            | 15                | 0            | 0                | 0                              | 0                                        | 136                              |

| <b>Table No. 3</b><br><b>Status of Franchised Outlets</b><br><b>For Years 2022 to 2024</b> |      |                                |                   |              |                  |                                |                                          |                                  |
|--------------------------------------------------------------------------------------------|------|--------------------------------|-------------------|--------------|------------------|--------------------------------|------------------------------------------|----------------------------------|
| State                                                                                      | Year | Outlets<br>at Start<br>of Year | Outlets<br>Opened | Terminations | Non-<br>Renewals | Reacquired<br>by<br>Franchisor | Ceased<br>Operations<br>Other<br>Reasons | Outlets<br>at End of<br>the Year |
| Michigan                                                                                   | 2022 | 167                            | 4                 | 3            | 0                | 1                              | 0                                        | 167                              |
|                                                                                            | 2023 | 167                            | 8                 | 1            | 0                | 0                              | 0                                        | 174                              |
|                                                                                            | 2024 | 174                            | 10                | 1            | 0                | 0                              | 0                                        | 183                              |
| Minnesota                                                                                  | 2022 | 112                            | 6                 | 0            | 0                | 0                              | 0                                        | 118                              |
|                                                                                            | 2023 | 118                            | 4                 | 2            | 0                | 0                              | 0                                        | 120                              |
|                                                                                            | 2024 | 120                            | 10                | 1            | 0                | 0                              | 0                                        | 129                              |
| Mississippi                                                                                | 2022 | 46                             | 1                 | 1            | 0                | 0                              | 0                                        | 46                               |
|                                                                                            | 2023 | 46                             | 4                 | 1            | 0                | 0                              | 0                                        | 49                               |
|                                                                                            | 2024 | 49                             | 1                 | 3            | 0                | 0                              | 0                                        | 47                               |
| Missouri                                                                                   | 2022 | 49                             | 1                 | 0            | 0                | 0                              | 0                                        | 50                               |
|                                                                                            | 2023 | 50                             | 2                 | 2            | 0                | 0                              | 0                                        | 50                               |
|                                                                                            | 2024 | 50                             | 3                 | 2            | 0                | 0                              | 0                                        | 51                               |
| Montana                                                                                    | 2022 | 53                             | 1                 | 0            | 0                | 0                              | 0                                        | 54                               |
|                                                                                            | 2023 | 54                             | 2                 | 1            | 0                | 0                              | 0                                        | 55                               |
|                                                                                            | 2024 | 55                             | 2                 | 0            | 0                | 0                              | 0                                        | 57                               |
| Nebraska                                                                                   | 2022 | 43                             | 2                 | 0            | 0                | 0                              | 0                                        | 45                               |
|                                                                                            | 2023 | 45                             | 1                 | 1            | 0                | 0                              | 0                                        | 45                               |
|                                                                                            | 2024 | 45                             | 1                 | 0            | 0                | 0                              | 0                                        | 46                               |
| Nevada                                                                                     | 2022 | 25                             | 2                 | 1            | 0                | 0                              | 0                                        | 26                               |
|                                                                                            | 2023 | 26                             | 3                 | 2            | 0                | 0                              | 0                                        | 27                               |
|                                                                                            | 2024 | 27                             | 4                 | 0            | 0                | 0                              | 0                                        | 31                               |
| New Hampshire                                                                              | 2022 | 32                             | 0                 | 1            | 0                | 0                              | 0                                        | 31                               |
|                                                                                            | 2023 | 31                             | 2                 | 1            | 0                | 0                              | 0                                        | 32                               |
|                                                                                            | 2024 | 32                             | 8                 | 0            | 0                | 0                              | 0                                        | 40                               |
| New Jersey                                                                                 | 2022 | 55                             | 1                 | 2            | 0                | 0                              | 0                                        | 54                               |
|                                                                                            | 2023 | 54                             | 1                 | 1            | 0                | 0                              | 0                                        | 54                               |
|                                                                                            | 2024 | 54                             | 5                 | 1            | 0                | 0                              | 0                                        | 58                               |
| New Mexico                                                                                 | 2022 | 30                             | 1                 | 0            | 0                | 0                              | 0                                        | 31                               |
|                                                                                            | 2023 | 31                             | 2                 | 1            | 0                | 0                              | 0                                        | 32                               |
|                                                                                            | 2024 | 32                             | 2                 | 0            | 0                | 0                              | 0                                        | 34                               |
| New York                                                                                   | 2022 | 199                            | 5                 | 4            | 0                | 0                              | 0                                        | 200                              |
|                                                                                            | 2023 | 200                            | 9                 | 1            | 0                | 0                              | 0                                        | 208                              |
|                                                                                            | 2024 | 208                            | 14                | 7            | 0                | 0                              | 0                                        | 215                              |
| North Carolina                                                                             | 2022 | 102                            | 5                 | 2            | 0                | 0                              | 0                                        | 105                              |
|                                                                                            | 2023 | 105                            | 8                 | 0            | 0                | 0                              | 0                                        | 113                              |
|                                                                                            | 2024 | 113                            | 8                 | 2            | 0                | 0                              | 0                                        | 119                              |
| North Dakota                                                                               | 2022 | 20                             | 1                 | 0            | 0                | 0                              | 0                                        | 21                               |
|                                                                                            | 2023 | 21                             | 1                 | 0            | 0                | 0                              | 0                                        | 22                               |
|                                                                                            | 2024 | 22                             | 0                 | 0            | 0                | 0                              | 0                                        | 22                               |
| Ohio                                                                                       | 2022 | 144                            | 4                 | 0            | 0                | 1                              | 0                                        | 147                              |
|                                                                                            | 2023 | 147                            | 1                 | 1            | 0                | 0                              | 0                                        | 147                              |
|                                                                                            | 2024 | 147                            | 2                 | 5            | 0                | 0                              | 0                                        | 144                              |
| Oklahoma                                                                                   | 2022 | 56                             | 2                 | 1            | 0                | 0                              | 0                                        | 57                               |
|                                                                                            | 2023 | 57                             | 1                 | 1            | 0                | 0                              | 0                                        | 57                               |
|                                                                                            | 2024 | 57                             | 2                 | 0            | 0                | 0                              | 0                                        | 59                               |
| Oregon                                                                                     | 2022 | 90                             | 0                 | 1            | 0                | 0                              | 0                                        | 89                               |
|                                                                                            | 2023 | 89                             | 4                 | 1            | 0                | 0                              | 0                                        | 92                               |
|                                                                                            | 2024 | 92                             | 2                 | 1            | 0                | 0                              | 0                                        | 93                               |
| Pennsylvania                                                                               | 2022 | 150                            | 5                 | 3            | 0                | 0                              | 0                                        | 152                              |
|                                                                                            | 2023 | 152                            | 8                 | 6            | 0                | 0                              | 0                                        | 154                              |
|                                                                                            | 2024 | 154                            | 3                 | 2            | 0                | 0                              | 0                                        | 155                              |



| <b>Table No. 3</b><br><b>Status of Franchised Outlets</b><br><b>For Years 2022 to 2024</b> |      |                                |                   |              |                  |                                |                                          |                                  |
|--------------------------------------------------------------------------------------------|------|--------------------------------|-------------------|--------------|------------------|--------------------------------|------------------------------------------|----------------------------------|
| State                                                                                      | Year | Outlets<br>at Start<br>of Year | Outlets<br>Opened | Terminations | Non-<br>Renewals | Reacquired<br>by<br>Franchisor | Ceased<br>Operations<br>Other<br>Reasons | Outlets<br>at End of<br>the Year |
| Rhode Island                                                                               | 2022 | 17                             | 0                 | 0            | 0                | 0                              | 0                                        | 17                               |
|                                                                                            | 2023 | 17                             | 1                 | 0            | 0                | 0                              | 0                                        | 18                               |
|                                                                                            | 2024 | 18                             | 1                 | 0            | 0                | 0                              | 0                                        | 19                               |
| South Carolina                                                                             | 2022 | 81                             | 4                 | 0            | 0                | 0                              | 0                                        | 85                               |
|                                                                                            | 2023 | 85                             | 4                 | 0            | 0                | 0                              | 0                                        | 89                               |
|                                                                                            | 2024 | 89                             | 3                 | 3            | 0                | 0                              | 0                                        | 89                               |
| South Dakota                                                                               | 2022 | 47                             | 2                 | 0            | 0                | 0                              | 0                                        | 49                               |
|                                                                                            | 2023 | 49                             | 0                 | 0            | 0                | 0                              | 0                                        | 49                               |
|                                                                                            | 2024 | 49                             | 1                 | 0            | 0                | 0                              | 0                                        | 50                               |
| Tennessee                                                                                  | 2022 | 100                            | 7                 | 2            | 0                | 0                              | 0                                        | 105                              |
|                                                                                            | 2023 | 105                            | 2                 | 2            | 0                | 0                              | 0                                        | 105                              |
|                                                                                            | 2024 | 105                            | 4                 | 2            | 0                | 0                              | 0                                        | 107                              |
| Texas                                                                                      | 2022 | 267                            | 15                | 3            | 0                | 0                              | 0                                        | 279                              |
|                                                                                            | 2023 | 279                            | 11                | 3            | 0                | 0                              | 0                                        | 287                              |
|                                                                                            | 2024 | 287                            | 14                | 8            | 0                | 4                              | 0                                        | 289                              |
| Utah                                                                                       | 2022 | 61                             | 3                 | 1            | 0                | 0                              | 0                                        | 63                               |
|                                                                                            | 2023 | 63                             | 1                 | 0            | 0                | 0                              | 0                                        | 64                               |
|                                                                                            | 2024 | 64                             | 3                 | 0            | 0                | 0                              | 0                                        | 67                               |
| Vermont                                                                                    | 2022 | 32                             | 0                 | 0            | 0                | 0                              | 0                                        | 32                               |
|                                                                                            | 2023 | 32                             | 9                 | 3            | 0                | 0                              | 0                                        | 38                               |
|                                                                                            | 2024 | 38                             | 7                 | 0            | 0                | 0                              | 0                                        | 45                               |
| Virginia                                                                                   | 2022 | 77                             | 4                 | 0            | 0                | 0                              | 0                                        | 81                               |
|                                                                                            | 2023 | 81                             | 5                 | 1            | 0                | 0                              | 0                                        | 85                               |
|                                                                                            | 2024 | 85                             | 8                 | 2            | 0                | 0                              | 0                                        | 91                               |
| Washington                                                                                 | 2022 | 125                            | 4                 | 0            | 0                | 0                              | 0                                        | 129                              |
|                                                                                            | 2023 | 129                            | 6                 | 5            | 0                | 0                              | 0                                        | 130                              |
|                                                                                            | 2024 | 130                            | 4                 | 2            | 0                | 0                              | 0                                        | 132                              |
| West Virginia                                                                              | 2022 | 32                             | 0                 | 1            | 0                | 0                              | 0                                        | 31                               |
|                                                                                            | 2023 | 31                             | 2                 | 1            | 0                | 0                              | 0                                        | 32                               |
|                                                                                            | 2024 | 32                             | 1                 | 1            | 0                | 0                              | 0                                        | 32                               |
| Wisconsin                                                                                  | 2022 | 142                            | 9                 | 2            | 0                | 0                              | 0                                        | 149                              |
|                                                                                            | 2023 | 149                            | 7                 | 0            | 0                | 0                              | 0                                        | 156                              |
|                                                                                            | 2024 | 156                            | 9                 | 1            | 0                | 0                              | 0                                        | 164                              |
| Wyoming                                                                                    | 2022 | 27                             | 4                 | 1            | 0                | 0                              | 0                                        | 30                               |
|                                                                                            | 2023 | 30                             | 2                 | 1            | 0                | 0                              | 0                                        | 31                               |
|                                                                                            | 2024 | 31                             | 1                 | 0            | 0                | 0                              | 0                                        | 32                               |
| TOTALS                                                                                     | 2022 | 4540                           | 158               | 50           | 0                | 3                              | 0                                        | 4645                             |
|                                                                                            | 2023 | 4645                           | 190               | 75           | 0                | 1                              | 0                                        | 4759                             |
|                                                                                            | 2024 | 4759                           | 210               | 65           | 0                | 19                             | 0                                        | 4885                             |

**Table No. 4**  
**Status of Company-Owned Outlets**  
**For Years 2022 to 2024 (See Note A Below)**

| State          | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisees | Outlets Closed | Outlets Sold to Franchisees | Outlets at End of the Year |
|----------------|------|--------------------------|----------------|-------------------------------------|----------------|-----------------------------|----------------------------|
| California     | 2022 | 12                       | 4              | 1                                   | 0              | 0                           | 17                         |
|                | 2023 | 17                       | 3              | 0                                   | 0              | 0                           | 20                         |
|                | 2024 | 20                       | 2              | 0                                   | 0              | 0                           | 22                         |
| Illinois       | 2022 | 7                        | 0              | 0                                   | 0              | 0                           | 7                          |
|                | 2023 | 7                        | 0              | 0                                   | 0              | 0                           | 7                          |
|                | 2024 | 7                        | 13             | 0                                   | 0              | 0                           | 20                         |
| Indiana        | 2022 | 2                        | 2              | 0                                   | 0              | 0                           | 4                          |
|                | 2023 | 4                        | 1              | 0                                   | 0              | 0                           | 5                          |
|                | 2024 | 5                        | 0              | 0                                   | 0              | 0                           | 5                          |
| Iowa           | 2022 | 2                        | 0              | 0                                   | 0              | 0                           | 2                          |
|                | 2023 | 2                        | 0              | 0                                   | 0              | 0                           | 2                          |
|                | 2024 | 2                        | 0              | 0                                   | 0              | 0                           | 2                          |
| Kansas         | 2022 | 30                       | 0              | 1                                   | 1              | 0                           | 29                         |
|                | 2023 | 29                       | 4              | 0                                   | 1              | 0                           | 32                         |
|                | 2024 | 32                       | 1              | 0                                   | 0              | 0                           | 33                         |
| Kentucky       | 2022 | 30                       | 0              | 1                                   | 1              | 0                           | 29                         |
|                | 2023 | 29                       | 4              | 0                                   | 1              | 0                           | 32                         |
|                | 2024 | 32                       | 1              | 0                                   | 0              | 0                           | 33                         |
| Maryland       | 2022 | 0                        | 0              | 0                                   | 0              | 0                           | 0                          |
|                | 2023 | 0                        | 0              | 0                                   | 0              | 0                           | 0                          |
|                | 2024 | 0                        | 2              | 0                                   | 0              | 0                           | 2                          |
| Michigan       | 2022 | 50                       | 0              | 1                                   | 0              | 0                           | 51                         |
|                | 2023 | 51                       | 0              | 0                                   | 0              | 0                           | 51                         |
|                | 2024 | 51                       | 0              | 0                                   | 0              | 0                           | 51                         |
| Missouri       | 2022 | 35                       | 2              | 0                                   | 0              | 0                           | 37                         |
|                | 2023 | 37                       | 1              | 0                                   | 0              | 0                           | 38                         |
|                | 2024 | 38                       | 1              | 0                                   | 0              | 0                           | 39                         |
| Nebraska       | 2022 | 15                       | 0              | 0                                   | 0              | 0                           | 15                         |
|                | 2023 | 15                       | 0              | 0                                   | 0              | 0                           | 15                         |
|                | 2024 | 15                       | 1              | 0                                   | 0              | 0                           | 16                         |
| New Mexico     | 2022 | 1                        | 0              | 0                                   | 0              | 0                           | 1                          |
|                | 2023 | 1                        | 0              | 0                                   | 0              | 0                           | 1                          |
|                | 2024 | 1                        | 0              | 0                                   | 0              | 0                           | 1                          |
| New York       | 2022 | 3                        | 0              | 0                                   | 0              | 0                           | 3                          |
|                | 2023 | 3                        | 0              | 0                                   | 0              | 0                           | 3                          |
|                | 2024 | 3                        | 0              | 0                                   | 0              | 0                           | 3                          |
| North Carolina | 2022 | 11                       | 2              | 0                                   | 0              | 0                           | 13                         |
|                | 2023 | 13                       | 2              | 0                                   | 0              | 0                           | 15                         |
|                | 2024 | 15                       | 0              | 0                                   | 0              | 0                           | 15                         |
| Ohio           | 2022 | 4                        | 0              | 1                                   | 0              | 0                           | 5                          |
|                | 2023 | 5                        | 1              | 0                                   | 0              | 0                           | 6                          |
|                | 2024 | 6                        | 0              | 0                                   | 0              | 0                           | 6                          |
| Oklahoma       | 2022 | 15                       | 0              | 0                                   | 1              | 0                           | 14                         |
|                | 2023 | 14                       | 1              | 0                                   | 0              | 0                           | 15                         |
|                | 2024 | 15                       | 0              | 0                                   | 0              | 0                           | 15                         |
| Texas          | 2022 | 13                       | 0              | 0                                   | 0              | 0                           | 13                         |
|                | 2023 | 13                       | 0              | 0                                   | 0              | 0                           | 13                         |
|                | 2024 | 13                       | 4              | 0                                   | 0              | 0                           | 17                         |

**Table No. 4**  
**Status of Company-Owned Outlets**  
**For Years 2022 to 2024 (See Note A Below)**

| State            | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisees | Outlets Closed | Outlets Sold to Franchisees | Outlets at End of the Year |
|------------------|------|--------------------------|----------------|-------------------------------------|----------------|-----------------------------|----------------------------|
| Washington       | 2022 | 8                        | 0              | 0                                   | 0              | 0                           | 8                          |
|                  | 2023 | 8                        | 0              | 0                                   | 0              | 0                           | 8                          |
|                  | 2024 | 8                        | 0              | 0                                   | 0              | 0                           | 8                          |
| All Other States | 2022 | 0                        | 0              | 0                                   | 0              | 0                           | 0                          |
|                  | 2023 | 0                        | 0              | 0                                   | 0              | 0                           | 0                          |
|                  | 2024 | 0                        | 2              | 0                                   | 0              | 0                           | 2                          |
| TOTALS           | 2022 | 211                      | 10             | 3                                   | 2              | 0                           | 222                        |
|                  | 2023 | 222                      | 14             | 0                                   | 1              | 0                           | 235                        |
|                  | 2024 | 235                      | 24             | 0                                   | 0              | 0                           | 259                        |

Note: Ace does not operate any company-owned stores. Company-owned outlets in California, Illinois, Iowa, Kansas, Maryland, Missouri, Nebraska, New Mexico, New York, North Carolina, Oklahoma, Texas and Washington are operated by our subsidiary, Westlake. Company-owned outlets in Indiana, Kentucky, Michigan and Ohio are operated by our subsidiary GLA.

**Table No. 5**  
**Projected Openings**  
**as of December 31, 2024**

| State                | Franchise Agreements<br>Signed But Outlet<br>Not Opened | Projected New<br>Franchised Outlets in<br>The Next Fiscal Year | Projected New Company<br>Owned Outlets in the<br>Next Fiscal Year |
|----------------------|---------------------------------------------------------|----------------------------------------------------------------|-------------------------------------------------------------------|
| Alabama              | 1                                                       | 1                                                              | 0                                                                 |
| Alaska               | 0                                                       | 0                                                              | 0                                                                 |
| Arizona              | 0                                                       | 2                                                              | 0                                                                 |
| Arkansas             | 1                                                       | 2                                                              | 0                                                                 |
| California           | 5                                                       | 5                                                              | 6                                                                 |
| Colorado             | 3                                                       | 2                                                              | 0                                                                 |
| Connecticut          | 1                                                       | 8                                                              | 0                                                                 |
| Delaware             | 0                                                       | 0                                                              | 0                                                                 |
| District of Columbia | 0                                                       | 0                                                              | 0                                                                 |
| Florida              | 1                                                       | 4                                                              | 0                                                                 |
| Georgia              | 5                                                       | 4                                                              | 0                                                                 |
| Hawaii               | 0                                                       | 0                                                              | 0                                                                 |
| Idaho                | 0                                                       | 1                                                              | 0                                                                 |
| Illinois             | 0                                                       | 4                                                              | 1                                                                 |
| Indiana              | 1                                                       | 6                                                              | 0                                                                 |
| Iowa                 | 0                                                       | 4                                                              | 0                                                                 |
| Kansas               | 1                                                       | 3                                                              | 3                                                                 |
| Kentucky             | 1                                                       | 4                                                              | 0                                                                 |
| Louisiana            | 0                                                       | 1                                                              | 0                                                                 |
| Maine                | 0                                                       | 6                                                              | 0                                                                 |
| Maryland             | 2                                                       | 2                                                              | 0                                                                 |
| Massachusetts        | 3                                                       | 5                                                              | 0                                                                 |
| Michigan             | 4                                                       | 7                                                              | 0                                                                 |
| Minnesota            | 3                                                       | 7                                                              | 0                                                                 |
| Mississippi          | 1                                                       | 2                                                              | 0                                                                 |
| Missouri             | 0                                                       | 4                                                              | 1                                                                 |
| Montana              | 1                                                       | 0                                                              | 0                                                                 |
| Nebraska             | 2                                                       | 3                                                              | 1                                                                 |
| Nevada               | 1                                                       | 3                                                              | 0                                                                 |
| New Hampshire        | 1                                                       | 5                                                              | 0                                                                 |
| New Jersey           | 2                                                       | 3                                                              | 0                                                                 |
| New Mexico           | 5                                                       | 3                                                              | 0                                                                 |
| New York             | 2                                                       | 5                                                              | 0                                                                 |
| North Carolina       | 4                                                       | 6                                                              | 2                                                                 |
| North Dakota         | 0                                                       | 2                                                              | 0                                                                 |
| Ohio                 | 0                                                       | 5                                                              | 0                                                                 |
| Oklahoma             | 2                                                       | 3                                                              | 1                                                                 |
| Oregon               | 0                                                       | 2                                                              | 0                                                                 |
| Pennsylvania         | 2                                                       | 4                                                              | 0                                                                 |
| Rhode Island         | 0                                                       | 0                                                              | 0                                                                 |
| South Carolina       | 1                                                       | 3                                                              | 0                                                                 |
| South Dakota         | 1                                                       | 1                                                              | 0                                                                 |
| Tennessee            | 4                                                       | 4                                                              | 0                                                                 |
| Texas                | 8                                                       | 11                                                             | 0                                                                 |

| <b>Table No. 5</b><br><b>Projected Openings</b><br><b>as of December 31, 2024</b> |                                                             |                                                          |                                                             |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------|----------------------------------------------------------|-------------------------------------------------------------|
| State                                                                             | Franchise Agreements Signed But Outlet Not Opened           | Projected New Franchised Outlets in The Next Fiscal Year | Projected New Company Owned Outlets in the Next Fiscal Year |
| Utah                                                                              | 3                                                           | 4                                                        | 0                                                           |
| Vermont                                                                           | 0                                                           | 3                                                        | 0                                                           |
| Virginia                                                                          | 2                                                           | 2                                                        | 0                                                           |
| Washington                                                                        | 2                                                           | 3                                                        | 0                                                           |
| West Virginia                                                                     | 1                                                           | 2                                                        | 0                                                           |
| Wisconsin                                                                         | 2                                                           | 8                                                        | 0                                                           |
| Wyoming                                                                           | 0                                                           | 1                                                        | 0                                                           |
|                                                                                   | These dealers have been accepted and are under construction |                                                          |                                                             |
| TOTAL                                                                             | 79                                                          | 170                                                      | 15                                                          |

### ESTIMATE OF MEMBERSHIPS TO BE GRANTED

It is estimated that Ace will grant 170 memberships during the year ending December 31, 2025. Of this total, it is estimated that 25 memberships will be granted for a new owner of a new hardware store (i.e., owner has no prior hardware affiliation), 75 memberships will be granted to new owners of existing Ace stores and 70 memberships will be granted to existing (non-Ace) retailers converting from another hardware affiliation. It is estimated that there will be an additional 15 company-owned locations opened or acquired during the year ending December 31, 2025, bringing the total to 249.

It is estimated that the distribution of such memberships by state will be as above.

Attached to this disclosure document as Exhibit W is a list of active stores in each state.

Attached to this disclosure document as Exhibit X is a list of all former operating members. If you become a member, your contact information may be disclosed to other buyers when you leave the system.

There is a Dealer Advisory Council, known as Progressive Ace Leaders, whose address is Ace Hardware Corporation, 2915 Jorie Boulevard, Oak Brook, Illinois 60523, Attention: Director Consumer Marketing.

We have not entered into any confidentiality agreements with former or current members that would prevent them from speaking with prospective members.

### **ITEM 21** **FINANCIAL STATEMENTS**

The audited financial statements of the Company, consisting of the Consolidated Balance Sheets as of December 28, 2024, December 30, 2023, and December 31, 2022, together with the Consolidated Statements of Income, Comprehensive Income, Equity and Cash Flows for each of the three years in the period ended December 28, 2024, are attached and marked as Exhibit R. Our fiscal year ends on the Saturday nearest December 31st and can consist of either 52 or 53 weeks.

## **ITEM 22**

### **CONTRACTS**

Attached and marked as Exhibits are all of the agreements proposed for use or in use regarding the offering of a franchise as follows:

- A - Ace Hardware Membership Agreement (Nonbranded) including General Member Standards/ Ace Brand Standards / Member Operational Requirements (and Riders)
- B - Ace Brand Agreement including General Member Standards/ Ace Brand Standards / Member Operational Requirements (and Riders)
- C - Subscription for Capital Stock
- G - Ace Bankcard Program Retailer Agreement
- H - Ace Rewards Program Retailer Agreement
- I - Ace Retailer Acceptance Agreement (Gift Card) and ACH Authorization Form
- J - Data Collection Program Agreement
- K - Ace Retailer Merchandise Service Agreement
- L - Store Planning Agreement
- M - Multi-Unit Capital Stock Financing Program: Multi-Unit Capital Stock Financing Program Loan Agreement and Store Development Agreement (Tiers 1 - 3) and Multi-Unit Capital Stock Financing Program Loan Agreement and Store Development Agreement (Tier 4); (Program available to existing Ace Retailers Only)
- N - Loan Program Agreements: Ace to Ace Acquisition Capital Stock Loan Program (Revised); Store Improvement Installment Loan Program;
- O - Incentive Agreements: New Investor Format A; Branch Format A; Grocery Retailer Freestanding Ace Store Format A; New Investor B; Branch B; Store Conversion (Ace Advantage \$750K+ Annual Handled Purchases); Store Conversion; Purchase an Ace Store; Discovery Improvement
- P - Matching Funds Store Agreement
- Q - Professional Retail Services
- T - Riders to Membership Agreement (Nonbranded) and Ace Brand Agreement for Maryland, Minnesota, North Dakota and Washington
- Y - Right of First Refusal Agreement

## **ITEM 23**

### **RECEIPTS**

The last four pages of this disclosure document are Receipt pages for you to sign acknowledging that you have received this disclosure document. You must sign, date and return one copy of the Receipt to us and keep the other copy for your files.

# EXHIBITS

March 2017

**ACE HARDWARE MEMBERSHIP AGREEMENT  
(Nonbranded)**

This Agreement is made and entered into by and between ACE HARDWARE CORPORATION, a Delaware corporation, having its general offices at 2915 Jorie Boulevard, Oak Brook, Illinois 60523, hereinafter referred to as the "Company", and

---

an independent merchant, hereinafter referred to as the "Member", operating a retail business at

---

sometimes referred to as the "member location";

**WITNESSETH:**

In consideration of the respective undertakings and covenants herein contained, the Company and the Member hereby agree as follows:

**ARTICLE I  
MEMBER RIGHTS**

Subject to the terms and conditions set forth herein, the parties have reached the following agreements as to the rights hereby granted by the Company to the Member:

1. **No License.** The parties mutually understand and agree that the Member is NOT being granted any license to use the word "ACE," "ACE Hardware" or any other registered or unregistered trademarks, service marks, logos, or commercial symbols owned by the Company (hereinafter individually and collectively referred to as the "Marks") to identify or promote the retail business operated by the Member at the member location, and that the Member shall, at all times refrain from using such Marks and from adopting any confusingly similar identification or marks unless and until the Member enters into a separate written Ace Brand Agreement with the Company. The parties further understand and agree that any and all separate Ace Brand Agreements are offered and accepted in the Company's sole and exclusive discretion and that the Member has no rights, expressed or implied, a) to use the Company's Marks apart from a duly executed Ace Brand Agreement or b) to have an Ace Brand Agreement offered or accepted by the Company.
2. **Trade Shows and Workshops.** The Company grants the Member the right, upon payment of such fees and charges as the Company shall reasonably require from time to time, to attend such Conventions, Trade Shows, workshops and seminars, if any, as may be sponsored by the Company for similarly situated members operating in the same format as the Member hereunder.
3. **Patronage Dividends.** The Member has the right to receive from the Company within 8 ½ months following the close of each year the proportionate share allocable to the member location of the patronage dividends distributed by the Company out of its net earnings from operations conducted by it (or from the operations of each separate division or category of sales as shall be established on the Company's books) with or for patrons to whom the Company is obligated to pay patronage dividends on qualifying purchases made from it in accordance with and in the manner provided for by the then effective applicable provisions of the Company's By-laws and any applicable patronage dividend distribution plan.
4. **Services, Products and Programs.** The Member has right to purchase such merchandise and to subscribe to such services or programs, if any, in connection with the business operated at the member location, as the Company may, from time to time, in its sole and exclusive discretion offer for sale to the Member, which shall in the case of products other than retail store equipment and supplies, be offered for resale by the Member at retail from the member location. Such merchandise may, in the Company's sole and exclusive discretion, include or exclude such items, if any, as the Company may choose to offer or distribute a) to members operating under other formats or agreements or b) under private labels bearing the trademarks "ACE," "ACE Hardware" or other



trademarks owned by the Company, provided that no sale to the Member of such private label merchandise shall establish any ongoing rights on the part of the Member to continue to purchase such private label merchandise in the future unless a duly executed and effective Ace Brand Agreement has been entered into by the parties and such agreement or the brand standards promulgated thereunder provide otherwise. Nothing herein shall be deemed to prevent the Member from truthfully advertising any genuine merchandise, provided that the Member's action in doing so does not violate the trademark or intellectual property rights of the Company or others, or the then-current General Member Standards that govern the Member hereunder.

## **ARTICLE II DUTIES AND RESPONSIBILITIES OF THE MEMBER**

The Member agrees:

1. **References to Member's Affiliation.** To refrain from making any references whatsoever to the Member's affiliation with the Company in connection with the promotion of the Member's business at the member location, except as otherwise expressly permitted under Article I Paragraph 4 above or as otherwise expressly permitted under a duly executed and effective Ace Brand Agreement, if any, between the Company and the Member.
2. **Capital Stock.** To subscribe and pay for the appropriate number of shares of capital stock of the Company in accordance with the accompanying Subscription for Capital Stock Agreement and where the required shares of capital stock of the Company are to be acquired, with the Company's consent, by transfer from a previous owner of the business at the member location, to assume any and all of the then-remaining obligations of such previous owner to the Company with respect to such shares.
3. **Charges and Assessments.** To pay to the Company at the time required by the Company's current policy the processing charge currently imposed by it to partially defray the Company's costs in processing the Member's application for membership in the Company, and such other charges and assessments as the Company imposes from time to time upon its members who are parties to this form of Agreement and who operate in the same or a reasonably similar format to that of the Member hereunder.
4. **Confidentiality of Documents and Information.** To comply with any and all policy statements and instructions issued from time to time by the Company concerning the Company's confidential information and to keep in strict confidence all checklists, microfiche films, bulletins, catalogs, price lists, order forms and other documents and information furnished to the Member by the Company with respect to the merchandise, programs and services which are available from the Company. The Member further agrees to at no time divulge or display or disclose any such documents or information other than in connection with the Member's transactions with the Company or as otherwise specifically required by law or authorized by the Company in writing and, upon termination of this Agreement, to immediately return to the Company all such documents, items and any tangible personal property containing such confidential information as may have been prepared or copied by or on behalf of the Member or furnished by the Company. The provisions of this Article II, Paragraph 4, shall survive the termination of this Agreement.
5. **Indemnification by Member for Certain Claims.** To assume full responsibility with respect to and to indemnify the Company and hold it harmless from and against any and all claims and liabilities asserted by or against the Company in each of the cases hereinafter set forth to the extent that such claims or liabilities do not arise or have not arisen solely from the gross negligence or wrongful conduct of the Company. For purposes of this indemnification, "claims" and "liabilities" shall mean and include all obligations, actual, special, consequential and punitive damages and costs incurred by the Company in any matter hereinbelow set forth, including, without limitation, the reasonable fees of accountants, attorneys, attorneys' assistants, mediators, arbitrators, and expert witnesses, as well as costs of investigation and proof of facts, court costs, and any other litigation expenses, including but not limited to travel and lodging expenses:

- (a) which are based upon or arise out of any representation made by the Member or its employees to the Member's customers that a product can be used for a purpose for which the product was not intended by its manufacturer; or
- (b) which are based upon or arise out of any act performed by the Member or its employees which was intended to assist the Member's customer in selecting or using a product or service; or
- (c) which concern third party charges or other third party claims or suits of a like or different nature asserted against the Company (i) for services provided by such third party directly to the Member or (ii) for services provided to others by such third party as a result of arrangements made directly with the Member or (iii) for sums owing in connection with merchandise shipped by a third party directly to the Member or to the member location or to any shipping addresses indicated by the Member or its employees – when such merchandise has been purchased by the Member either on a drop ship or “billed through” basis, or completely outside the Company's system or (iv) which involve damages demanded from the Company in connection with any occurrence concerning which it is alleged that the Member, its contractors or its employees functioned as an agent of the Company, or (v) which arise from or in connection with the Member's selection, purchase or sale of drop ship or “billed through” merchandise without the Company's advance knowledge or consent, or any purchases by the Member that are made completely outside the Company's system, in either case in which it is alleged that such merchandise violates applicable law or the intellectual property rights of others, or has otherwise caused harm or injury to persons or property of a like or different nature; or (vi) which in any way arise from or in connection with a) the Member's occupation of its store at the member location, or b) the use or operation of any fixtures or equipment by the Member, its employees, contractors or agents, or c) the Member's sale of any services; or d) the Member's acts or omissions in connection with its employees or its employment practices; or
- (d) which arise out of the Member's execution and delivery of this Agreement, or the performance of any of its obligations to the Company hereunder, or under any other agreement with the Company, or any liabilities arising in connection with site selection services or training provided by the Company; or
- (e) which arise out of any transfer of interest by the Member herein, or the Member's interest in any other agreement with the Company, or the Member's membership in the Company, the member location, or some or all of the assets of its business in any manner not in accordance with the provisions hereof or the provisions of any other applicable agreement with the Company, or the Company's By-laws; or
- (f) which arise out of the Company's collection of any past due balances owing by the Member for the purchase of merchandise or services from the Company or any sums of money otherwise due and owing to the Company by the Member hereunder or under any other agreement with the Company; or
- (g) which arise out of the Company's obtaining relief from the automatic stay provisions of the U.S. Bankruptcy Code or otherwise protecting any secured or unsecured interest of the Company in any property of the Member in the event that the Member becomes the subject of proceedings under said Code; and
- (h) which arise out of or relate to the Member's operation of the member location or the acts or omissions of the Member or any of its agents, employees, servants, or contractors in connection with the sale of products or rendering of services by the Member, and for all claims for damage to property or for injury or death of any persons directly or indirectly resulting therefrom.

The provisions of this paragraph and its subparagraphs shall survive the termination of this Agreement.

6. **Notification Obligations of Member.** To notify the Company in writing:
- (a) in advance of any change in the legal form of ownership of the Member (such as, for example, a change from individual or partnership form to corporate form, or vice versa), it being understood that no such change will operate to release from liability to the Company any party previously responsible for the Member's obligations hereunder or under any other agreement with the Company without the written consent of the Company; and
  - (b) as promptly as feasible, as to the death of any partner having an interest in any partnership by which the Member is owned or the death of any stockholder owning 50% or more of the voting stock of the Member if the Member is incorporated; and
  - (c) not less than 30 days prior to the closing of the transaction, as to the name and address of each proposed buyer or transferee in any proposed sale, assignment or transfer (i) of 50% or more of the ownership interest(s) in either the Member or the business operated at the member location or (ii) of all of the capital stock (both voting and non-voting) owned by the holder(s) in a corporation owning the business operated at the member location if 50% or more of the outstanding voting stock of such corporation is owned by such holder(s).
7. **Service Charges and Fees.** To pay to the Company all sums due on a timely basis including but not limited to such service charges and fees as may, from time to time, be imposed by, or as authorized by the Company's Board of Directors. This includes, but is not limited to the obligation:
- (a) To pay to the Company in accordance with the Low Volume Service Charge Program established by the Company's Board of Directors, as modified from time to time, a special service charge when the Member's qualifying purchases during any calendar year are below the minimum established in the Program. Minimum purchase level requirements applicable to Members may be changed from time to time upon advance notice to the Member by the Company. Notwithstanding the payment of any low volume service charges by the Member under the program as aforesaid, the Member understands and agrees that the failure to meet the Company's minimum purchase level requirements constitutes cause for termination pursuant to Article III, Paragraph 1 hereof. The Member understands that the Board of Directors of the Company reserves the right to change minimum purchase level requirements from time to time, and in the event that there may be different levels of low volume service charges or minimum purchase requirements imposed for members operating in different formats; and
  - (b) To pay all amounts shown as currently due on the Company's billing statements for purchases of merchandise, supplies and services made by the Member and other sums incurred by the Member with such promptness as shall enable the Company to receive payment no later than the 10th day following the date of the statement (it being understood that all invoices for merchandise purchased on extended payment terms become currently due when other items billed are not paid when due), and to pay such service charge per bi-weekly billing statement on any past due balance as the Company regularly imposes upon its members (it being acknowledged by the Member that, unless the Member has been or is hereafter informed by the Company in writing of a change which has been or is to be made in the percentage applied by it in determining such charge, such percentage shall be .77% of the past due balance shown on each statement except that the percentage applied to any business operated by the Member in Texas shall be .384% and to any business operated by the Member in Georgia shall be .692%) unless and until such time as notice of change is given to the Member as aforesaid; and
  - (c) to timely pay such other sums, as are required by such of the Company's programs, if any, that are then applicable to the Member or that are required under the Company's

then current General Member Standards or that arise under any other standards of the Company that are applicable to the Member hereunder or under any other agreements between the Member and the Company.

8. **Furnishing Information to Company.** To furnish, from time to time for the Company's review and upon the Company's advance written request, such information concerning the Member and its business operations as the Company shall deem necessary or desirable, including, but not limited to, copies of the Member's financial statements and any leases or proposed leases for the member location.
9. **Compliance with Company By-laws and Company Policies.** To comply with all provisions of the By-laws and policies of the Company, as amended from time to time, which apply in any way to any of the relationships between the Member and the Company.
10. **Nondisparagement.** To refrain from making or publishing any statements, encouraging others to make such statements or releasing any information that disparages the Company, its subsidiaries or affiliates, or their programs, products or services, or their officers, directors, managers or employees. The foregoing obligation shall not be construed to prohibit the Member from a) joining any association of Members or retailers, b) making any private or confidential reports to any officer, director, manager or employee of the Company, c) making any truthful statements or extending other cooperation to courts, government agencies or officials, banks or bankers, attorneys, accountants or other business advisors, or d) making any other communication the prohibition of which would violate applicable law. The provisions of this paragraph shall survive the termination of this Agreement.
11. **Inspections.** To keep accurate books of account and records covering all transactions made from the member location while this Agreement is in effect, and to permit the Company and its duly authorized representatives as of the effective date of this Agreement and for a period of two years after its termination, however caused, to photograph the interior and exterior of the member location and to examine, copy and make extracts from said books of account and records as well as all from other documents and material in the possession or under the control of the Member with respect to the business conducted by the Member under this Agreement. Member agrees to undertake such actions as may be required to ensure that the Company has free and full access to such books, records, documents and materials and to the member location for the inspections permitted hereunder, and Company agrees to exercise any rights granted in this paragraph in a reasonable manner which shall, in the case of premises occupied by an ongoing business mean during normal business hours, and in such manner as not to interfere with the conduct of the business. The provisions of this paragraph shall survive the termination of this Agreement to the extent specifically provided herein with respect to the duration of inspection rights.
12. **General Member Standards.** To comply with all the provisions of the General Member Standards of the Company now in force or as hereafter amended or adopted by the Company by the action of the Board of Directors or as otherwise authorized by the Board of Directors. Subject to the foregoing, the Company hereby unilaterally, without limitation, reserves the sole and exclusive right and discretion to amend, modify and change the General Member Standards under any conditions and to any extent which the Company may deem necessary or desirable. Such amendments, modifications and changes may include, but are not limited to, the subjects and subject matter presently set forth in the General Member Standards.
13. **Merchandise Return.** To return no merchandise purchased by the Member from the Company without the written consent of the Company first being obtained.
14. **Data Management and Data Privacy.** To be solely responsible for protecting itself from disruptions, Internet access failures, Internet content failures, and attacks by hackers and other unauthorized intruders and the Member waives any and all claims it may have against the Company as the direct or indirect result of such disruptions, failures or attacks. The Member must comply with all laws and regulations relating to privacy and data protection, and must cooperate with the Company and its designated representatives in connection with any data breach

investigation and response. The Member will also notify the Company of any known or suspected data breach event at or in connection with the member location, and take all steps necessary to stop any unintended access if such data breach event is ongoing.

### ARTICLE III TERMINATION OF AGREEMENT

1. **Termination By Either Party Upon Advance Written Notice.** This Agreement may be terminated with or without cause at any time by either the Member or the Company by giving written notice of such intention to terminate to the other party. As used herein, "cause" means a breach by Member of any material obligation of this Agreement or the General Member Standards now in force or hereafter amended or adopted by the Company. It is further understood that (i) any misrepresentations made by Member in connection with the obtaining of rights granted hereunder or (ii) the failure by the Member to meet the annual minimum purchase levels established by the Company from time to time or (iii) any conduct by the Member or its officers, partners, owners or executives that results in publicity to the trade or to the public that adversely reflects upon the Member, the Company or their respective business operations or the Marks or (iv) any other cause for termination that is expressly permitted under law shall each constitute cause for termination of the Agreement by the Company. Any such notice shall be given not less than thirty (30) days in advance of the termination date set forth in the notice, with the exception of notices given by the Company under Article III, Paragraph 2 hereof for account delinquency.
2. **Termination By Company for Account Delinquency.** Upon three (3) days advance written notice to the Member, the Company may terminate this Agreement in the event of a delinquency on the part of the Member in making payment for merchandise or services supplied by the Company to the member location or which the Company has billed to the Member as a result of purchases that the Member originally billed through the Company, or for other payments, fees or charges, if any, of a like or different nature that are properly due and owing from the Member to the Company in time for receipt thereof by the Company not more than fifteen (15) days after the date on which such payment is due.
3. **Automatic Termination Upon Closing Down of Member's Business or Member's Insolvency.** The closing down of the business operated at the member location shall automatically cause this Agreement to be terminated unless such business is moved to another location to which the Company consents in accordance with the provisions of the Company's By-laws. This Agreement shall also automatically terminate upon the giving of written notice by the Company to the Member at any time after the Member becomes insolvent or admits the inability to pay its debts as they become due, or makes an assignment for the benefit of creditors.
4. **Termination Upon Member's Transfer of Capital Stock of the Company.** Unless the Company shall expressly consent to the continuation of this Agreement after such time, this Agreement shall automatically be deemed to have terminated as of the time when any of the shares of capital stock of the Company issued to the Member with respect to the Member's business at the member location are transferred (with the Company's consent) to another eligible holder for said shares or are purchased back from the Member by the Company.
5. **Termination Upon Death Unless Company Approves Continuation.** If the business operated at the member location is owned by an individual sole proprietor, this Agreement shall automatically terminate upon the death of such individual. If such business is owned by a partnership, this Agreement shall automatically terminate upon the death of a general partner in such partnership. However, with the Company's approval (which approval shall not be unreasonably withheld), such business may continue to be operated under this Agreement by the estate of such deceased individual sole proprietor or by the person(s) to whom ownership of said business is to be distributed by such deceased individual's estate or by the person(s) or partnership succeeding to the interest of such deceased member of a partnership owning the business.
6. **Termination Upon Transfer of Stock of Member's Corporation.** If the business operated at the member location is owned by a corporation, this Agreement shall automatically terminate upon the

consummation of any sale or transfer of all of the shares of capital stock (both voting and non-voting) of such corporation held by the holder or holders of 50% or more of its outstanding voting stock or upon the sale or transfer of all of the shares of capital stock (both voting and non-voting) of a corporation owning 80% or more of the outstanding voting stock of the corporation owning said business held by the holder or holders of 50% or more of the outstanding voting stock of that corporation unless such sale or transfer of shares did not result in a repurchase by the Company of the shares of capital stock of the Company theretofore issued by it to the corporation owning the business operated at the member location.

7. **Advertising Former Relationship to Company.** Upon the termination of this Agreement, the Member agrees to make no reference to the Member's former relationship with the Company in the advertising or promotion of the Member's business at the member location or in the advertising or promotion of any other business whether or not such business is owned in whole or in part by the Member. The provisions of this paragraph shall survive the termination of this Agreement.

#### **ARTICLE IV ADDITIONAL MODIFICATION OF TERMS**

1. **Reservation By The Company Of The Right To Modify.** The Member acknowledges and agrees that Article XV, Section 15.6 of the Company's By-laws provides that the By-laws, as amended from time to time, constitute a binding legal contract between the Company and its shareholders, and are legally binding on all shareholders and their successors, heirs, executors, administrators, assigns and personal representatives. The Member further acknowledges and agrees that this Agreement is modifiable by amendment of the Company's By-laws and otherwise by action of the Company's shareholders or its Board of Directors, in each case unilaterally, without limitation, and without the consent of the Member. The Member further acknowledges and agrees that the Company may modify the General Member Standards unilaterally hereunder.
2. **Modifications To Comply With Amendments to Certificate of Incorporation and By-laws.** If any provision of any amendment to the Certificate of Incorporation of the Company or any provision of any amendment to the By-laws of the Company which is duly adopted subsequent to the Member's execution of this Agreement is in any way inconsistent with or in conflict with any provision of this Agreement, then the Agreement shall be deemed to have been modified effective as of the date specified in an advance written notice given by the Company to the Member in order to place the Agreement in conformity with such amendment. The Member's act of continuing to do business with the Company after the effective date of such modification shall be deemed to constitute the Member's consent to be bound by such modification.
3. **Status of Prior Membership Agreements.** If the Member has previously entered into a membership agreement with the Company for a business owned or controlled by the Member at the member location, then, as of the date of acceptance of this Agreement by the Company for the same location, the parties agree that the previous membership agreement for the member location shall be automatically superceded and replaced in its entirety by this Agreement. If the Member has previously entered into a membership agreement with the Company for a business owned or controlled by the Member at a location other than the member location, then the parties agree that such membership agreement for such other location shall be unaffected by this Agreement. The parties further agree that no automatic modification of this Agreement shall be deemed to occur as a result of any future grant of membership for a business owned or controlled by the Member at a location other than the member location designated herein. The applicable provisions of the Company's By-laws shall govern all determinations as to whether any such other retail business is owned or controlled by the Member.

#### **ARTICLE V MISCELLANEOUS**

1. **Effective Date; Application of Illinois Law; Partial Illegality Not To Void Rest of Agreement.** The signing of this Agreement by the Member constitutes an application only, and the Agreement shall not be effective unless and until it has been duly accepted and countersigned by the Company

at its principal office in Illinois. All orders for merchandise, supplies and services placed by the Member pursuant to this Agreement shall be transmitted to the Company at said office, and the Member hereby consents and agrees that:

(a) all provisions of this Agreement shall be interpreted and construed in accordance with the laws of Illinois, except that such state's choice of law and conflicts of law rules shall not apply; and

(b) if any provision of this Agreement shall be held to be illegal or void, the validity or the legality of the remaining portion hereof shall not be affected thereby.

2. **Successor and Assigns.** Neither this Agreement nor any interest of the Member herein shall be pledged, mortgaged, hypothecated, or subject to transfer, assignment or encumbrance by the Member except in strict accordance with the Company's By-laws, and a purchaser of or successor to the business operated by the Member at the member location shall be entitled to operate such business as a member of the Company only if qualified and permitted under the Company's By-laws, and if such purchaser or successor has agreed to be bound to, and the Company has accepted in writing any applicable Company-approved form of membership agreement for that purpose. The Company expressly reserves the right to assign this Agreement and all of its rights and privileges to any other person, firm or corporation, and this Agreement shall inure to the benefit of any such transferee or other legal successor to the interest of the Company herein.
3. **Minimum Cash Portion of Patronage Dividend Distributions.** The cash portion of the patronage dividends distributed each year to the Member by the Company shall not be less than 20%, but the entire undistributed patronage dividends accrued for the member location at the time of termination of this Agreement shall nevertheless be applied against any indebtedness then owing to the Company by the Member to the extent of such indebtedness unless the Member submits a timely request to the Company for payment of 20% of such patronage dividends in cash.
4. **Company's Right To Deny or Limit Member's Credit and Merchandise Orders.** If the Company at any time reasonably believes that the financial condition of the Member may not be capable of supporting the continued extension of normal credit to the Member by the Company, the Company may limit or deny the extension of credit to the Member and/or may limit the Member's orders to those which are to be filled from the Company's warehouse inventories and may otherwise limit the quantities of merchandise which the Member may purchase, or the manner or terms of payment which shall be applicable to such orders.
5. **Status of Agreement With Respect to Other Documents.** This Agreement shall be deemed to constitute the "franchise or membership agreement" utilized by the Company in any reference to such term contained in the Company's Certificate of Incorporation, its By-laws or in any document affecting the relationship between the Company and its members. The term "member location" as used in this Agreement shall also be deemed to constitute the "licensed location" in any reference to the latter term that may be contained in the Company's Certificate of Incorporation, its By-laws or in any document or instrument affecting the relationship between the Company and its members, and the parties further understand and agree that no license to use any of the Company's Marks is thereby granted or implied.
6. **Manner of Giving Notices.** All notices required or permitted to be given hereunder by one party to the other party shall be effective if personally delivered, sent by expedited delivery service or mailed to the other party by registered or certified mail at the address of such other party set forth herein or at such other address as such party shall have specified in writing, and shall be deemed to have been given on the date of such personal delivery or on the date of deposit in the U.S. mails, as the case may be.
7. **Independent Relationship.** The relationship between the Company and the Member established by this Agreement shall at all times and for all purposes be deemed to be one between separate and totally independent parties. Neither the Member nor any employee of the Member shall be deemed to be an employee of the Company. No legally recognized partnership, agency or similar

relationship is hereby created in any respect. Notwithstanding any other provision of this Agreement, it is mutually understood and agreed that the Member will control and be solely responsible for the day-to-day operation of the member location, and any and all policies affecting the Member's soliciting, hiring, firing, disciplining, paying, scheduling and managing of the Member's employees, the financial management of the Member's business, and the Member's compliance with applicable governmental laws and regulations are to be established solely by the Member. However, the Member shall not thereby be relieved from satisfying any of its obligations hereunder, or under applicable laws or regulations. It is further understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them. The Member shall identify itself in all dealings as the independent owner of its business.

8. **Waiver of Rights.** No waiver by the Company of any obligation of the Member or restriction on the Member pursuant to the terms and conditions hereof shall be effective unless in writing and signed by an officer of the Company. Any such waiver granted by the Company shall be without prejudice to any of the Company's rights hereunder, will be subject to continuing review by the Company and may be effectively revoked upon written notice thereof to the Member upon the terms and conditions set forth therein, if applicable or otherwise. Neither party shall be deemed to have waived or impaired any of its rights hereunder, (including, without limitation, the right to demand exact compliance with every term, condition and provision herein, or to declare any breach thereof to be a default and to terminate this Agreement) by reason of any verbal agreement between the parties or by virtue of any custom, practice or actions of the parties at variance with the terms hereof, or by reason of any failure, refusal, or omission by either party in exercising any of its rights hereunder or in failing to insist on strict compliance herewith by the other party. No waiver, forbearance, delay, failure or omission by the Company in the exercise of any of its rights or powers with respect to any other member, shareholder, dealer, or any other person shall be deemed to constitute a waiver of any of the Company's rights hereunder, nor shall any acceptance of payments by the Company from the Member be deemed a waiver by the Company of any preceding breach by the Member of its obligations under this Agreement.
9. **Reservation of Company's Right To Approve Additional Membership Locations.** Nothing contained in this Agreement shall be deemed to grant the Member an exclusive territory or exclusive rights, or to limit, deny, or otherwise restrict the Company's right to enter into agreements for the licensing of its marks or for the acceptance of other members or dealers or for the authorization of others to own or operate retail or other outlets which offer products or services similar to those of the Member at any locations and within any proximity to the Member's member location as the Company, in the exercise of its sole and exclusive discretion, shall determine.
10. **Site Approval or Acceptance.** The Member hereby acknowledges and agrees that the Company's approval or acceptance of a site for the Member's store does not constitute an assurance, representation or warranty of any kind, express or implied, as to the suitability of the member location for such store or the successful operation or profitability of the store hereunder. The Company's approval or acceptance of any site, including the member location, indicates only that the Company believes that such site falls within acceptable minimum criteria established by the Company solely for the Company's own purposes and benefit at the time of the Company's approval or acceptance thereof. The parties acknowledge that application of criteria that have been effective with respect to other sites and premises may not be predictive of potential for the member location and that demographic and/or economic factors, such as competition from other similar businesses, included in or excluded from the Company's own criteria could change, thereby altering the potential thereof. The parties acknowledge that such factors are unpredictable and are beyond the Company's control, and the Member agrees that the Company shall not be responsible for the failure of any site approved or accepted by the Company to meet the Member's expectations as to revenue or operational criteria, or otherwise. The Member also represents and warrants that its acceptance of a membership for the operation of a retail store at the member location is based on its own independent investigation of the suitability of the site for such purpose.
11. **Further Representations of Member.** As an inducement to the Company to enter into this Agreement, the Member further represents and warrants as follows: a) that the Member has conducted an independent investigation of the business contemplated by this Agreement, and



recognizes that the nature of the business or its market area are subject to change over time, that the Member's investment involves business risks; b) that no representations have been made by the Company or by any of its officers, directors, employees or agents that are contrary to the terms contained in this Agreement, or contrary to any statements contained in any disclosure document heretofore delivered to the Member; and c) the Member has not received or relied upon any guarantee, whether express or implied, of the sales, revenues, profits or success of the business venture contemplated by this Agreement.

12. **Arbitration of Disputes.** Any dispute, controversy or claim arising out of or relating to: a) this Agreement or any other agreement between Company and the Member (and/or Member's owners, guarantors or affiliates); or b) the relationship between Company and Member (and/or Member's owners, guarantors or affiliates), shall be settled by arbitration administered by the American Arbitration Association in accordance with its then current commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The costs of arbitration will be borne equally by the parties. The parties agree that Chicago, Illinois shall be the location of all hearings held under this Article V, Section 12, and that such hearings shall be held before a single arbitrator, not a panel. The arbitrator has the right to award any relief it deems proper, including, without limitation, money damages (with interest on unpaid amounts from the due date), specific performance, injunctive relief, and attorneys fees and costs, provided that the arbitrator may not: (i) declare any trademark owned by the Company generic or otherwise invalid; or (ii) award any punitive or exemplary damages against either party (the parties hereby waiving to the fullest extent permitted by law, any claim or right to punitive or exemplary damages against the other). The parties agree that any proceeding will be conducted on an individual, not a class-wide basis, and any proceeding between Company and Member may not be consolidated with another proceeding between Company and any other entity or person. Any disputes concerning the enforceability or scope of this arbitration clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state arbitration law. The parties agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. The parties further agree that, in any arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates, and any claim which is not submitted or filed as required is forever barred. Notwithstanding anything in this Section to the contrary, the parties each have the right in a proper case to seek temporary restraining orders and temporary or permanent injunctive relief from a court of competent jurisdiction.

IN WITNESS WHEREOF, this Agreement has been executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the person(s) signing it for the Member, whose authority to sign shall be deemed to have been duly authorized by the Member.

\_\_\_\_\_  
Legal Business Name

\_\_\_\_\_  
Trading Name: D/B/A

\_\_\_\_\_  
Authorized Signature(s) and Title(s)

(If the Member is a corporation, limited liability company, or similar entity, the corporate name should be written hereon followed by the signature, name and title of an appropriate officer, manager or member. If the Member is a partnership, the partnership name should be written hereon followed by the signatures of all partners.)

ACCEPTED for ACE HARDWARE CORPORATION  
at Oak Brook, Illinois this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
(Signature and Title of Authorized Officer)

## **General Member Standards/ Ace Brand Standards/ Member Operational Requirements**

### **Ace Brand Standards**

1. Administer a customer-friendly return policy such as the return policy in the Ace Way of Retailing manual.
2. Display approved Ace exterior identification.
3. Display approved Ace interior signage that helps customers navigate the store and simplifies buying decisions.
4. Employ effective advertising and marketing strategies:
  - a. Participate in all Ace national advertising events and promotions each year;
  - b. Implement Ace Rewards (provided your technology is capable); and
  - c. Sell and accept the Ace Gift Card.
5. Operate a well-lit, safe and clean store including clean floors, counters, shelving and inventory.
6. Maintain the following minimum inventory:
  - a. An assortment of merchandise from the Company's basic hardware departments (Departments 1 through 5 and 7) with a minimum of \$50 per square foot; and
  - b. 50% of the Company's entire Category Management (Discovery) Programs, as the same may be amended by Ace from time to time.
7. Show the Ace affiliation, and refrain from showing any non-Ace Hardware wholesaler affiliation, in all electronic and print advertising and all other communications media that references this licensed location.
8. Employ knowledgeable and helpful store associates by:
  - a. Executing a retail training program that includes, at a minimum, new hire orientation and completion of the "Helpful Ready" curriculum, as may be updated by Ace from time to time, by greater than fifty percent of store associates;
  - b. Equipping store associates to be easily recognizable to customers and portray a professional image including wearing consistent and easily identifiable Ace brand apparel and visible name tags; and
  - c. Maintaining sufficient staffing levels by season and time of day to adequately service customers.
9. Employ a retail pricing strategy that is consistent with Ace Brand positioning and maintain a consumer value program such as "Get Credit for Value".
10. Mark all product prices clearly on the shelf or the product/package and ensure that the price on the shelf or product/package matches the price charged at the register.
11. Comply with all then-current Ace Identity Standards Guide conditions and prohibitions regarding the use of Ace's name, logo and trademarks in interior and exterior signage; advertising; web, mobile and social media sites; Ecommerce activities; products; stationery; vehicles; third party use and in such additional activities and display applications as may from time to time be covered by the Guide. Key conditions and prohibitions, among others, include the following:
  - a. Unless the retailer site re-directs all users on such site to acehardware.com for any and all online purchases, the retailer site (1) cannot contain the word Ace in its URL and (2) cannot display any Ace branded products.

12. Consistently execute the following features and processes to help ensure a positive customer experience (provided Member uses a point of sale system capable of executing the In-Store Pickup program (fulfill from store)):
  - a. List store on acehardware.com store locator and actively maintain a My Store page.
  - b. Accept acehardware.com ship-to-store orders (fulfill from RSC).
  - c. Participate in the acehardware.com In-Store Pickup program (fulfill from store).
  - d. Accept and process acehardware.com returns and credits in-store by executing acehardware.com return best practices.
  - e. Maintain accurate inventory and pricing for use on acehardware.com.
13. Refrain from stocking products for sale that may be detrimental to the Ace brand.
14. Refrain from offering in-home services under the Ace marks.
15. Timely pay all charges and assessments imposed by the Company from time to time, including, without limitation, the Ace Brand Assessment and Local Lift Max Assessment.
16. Maintain minimum store hours of operation from 8:00 a.m. to 7:00 p.m. (local time), Monday through Saturday, in order to help meet customer expectations. For stores located in rural communities where there are no competitors within five (5) miles, the store must be open a total of at least 60 hours, Monday through Saturday.

#### **General Member Standards**

1. Conform to all local, state and federal laws, rules and regulations applicable to the Member's business.
2. Furnish the Company with current fiscal year-end financial statements for the Member's business entity and any of its subsidiaries or affiliated companies within ninety (90) days after fiscal year-end and furnish, from time to time for the Company's review and upon the Company's written request, such information concerning the Member and its business operations as the Company shall deem necessary or desirable.
3. Refrain from listing or referring to the member location in the yellow pages or in any print, electronic, or other forms of advertising or in any other type communications, whether written or oral:
  - a. that falsely represent or suggest, directly or indirectly that the member location is authorized to operate under a licensed mark, logo or other commercial symbol owned by the Company when, in fact that is not the case; or
  - b. in which a reference is made to any affiliation with any other hardware program of the member location (whether or not authorized or true), or to any other business outlet unaffiliated with the Company, or to any non-Ace mark or logo, if the same shall also contain any depictions of (or any other references to) products or other items of property to which the Company's Marks, logos or commercial symbols are affixed;
4. Maintain the following minimum insurance:
  - a. Property insurance, including business interruption, against fire and extended coverage perils, vandalism and malicious mischief perils in amounts adequate to replace inventory, fixtures, equipment and leasehold improvements;
  - b. General liability insurance, including product liability against bodily injury, property damage and personal injury to the public for a \$1,000,000 combined single limit and \$2,000,000 in the aggregate arising out of the control, operation, use and occupancy of the premises, and storage and sale of merchandise;
  - c. Automotive liability insurance against bodily injury, property damage and personal injury to the public for a \$1,000,000 combined single limit to cover all vehicles used by the Member;
  - d. Workers' compensation insurance against worker's compensation, occupational disease and employer's liability with statutory limits; and
  - e. Umbrella liability insurance in the amount of \$1,000,000.

As to the coverage specified in 4(a) above, name the Company as loss payee; and as to the coverage specified in 4(b) and (c) above, name the Company as additional insured.

It is also strongly recommended Members maintain the following additional insurance:

- i. Employment Practices Liability Insurance with no less than \$250,000 in limits; and
- ii. Cyber or network security liability coverage with no less than a \$250,000 limit.

Member's insurance shall be written with a carrier with an A.M. Best Key Rating of at least an A- ; and shall provide the Company at least thirty (30) days' notice of cancellation; and

Member shall provide evidence of such insurance to the Company's Corporate Risk Management Department.

5. Submit all merchandise orders through the electronic ordering process now utilized by the Company or as hereafter changed or amended and subscribe to AceNet.
6. Refrain from selling any Ace branded products in any online forum whatsoever, whether directly through retailer's own web, mobile or social media site(s) and/or indirectly via acehardware.com or any online marketplace such as Amazon, eBay or Walmart Marketplace.
7. Individually Branded Retailers must comply with prohibitions on the use of the Ace name, logo and all other Ace Hardware Corporation trademarks as well Ace-related signage and identification (such as external and internal Ace signs, Ace shopping carts and bags, and vests with Ace logos).
8. Refrain from establishing any new participation of the Member's business at this licensed location in the program of any other major hardware wholesaler.
9. Make Ace the Member's primary source of supply for the Member's business by giving first and careful consideration to all merchandise lines and products offered for sale by Ace.
10. Promptly terminate any previously established participation of the Member's business at this licensed location in the program of any other major hardware wholesaler and remove all signage, décor and other materials associated with any such wholesaler.
11. Use point of sale systems with point to point encryption (transactional security). The Company reserves the right to charge Members who fail to comply with this requirement a non-compliance fee, as the Company deems necessary or desirable.
12. Honor all warranties or guarantees issued by the Company according to their terms, including, without limitation, The Ace Promise/Ace Satisfaction Guarantee.

#### **Member Operational Requirements (for the membership agreement version in effect from 8/93 through 12/03)**

The Ace Brand Standards (with the exception of Number 4) and the General Membership Standards together constitute the Member Operational Requirements.

March 2017

**ACE BRAND AGREEMENT**

This Agreement is made and entered into by and between ACE HARDWARE CORPORATION, a Delaware corporation, having its general offices at 2915 Jorie Boulevard, Oak Brook, Illinois 60523, hereinafter referred to as the "Company", and

---

an independent merchant, hereinafter referred to as the "Member", operating a retail business at

---

sometimes referred to as the "member location";

In consideration of the respective undertakings and covenants herein contained, the Company and the Member hereby agree as follows:

**ARTICLE I  
MEMBER RIGHTS**

The Company hereby grants to the Member, subject to the terms and conditions set forth herein:

1. **License.** A nonexclusive, nontransferable, nonassignable license to use, in a manner designated or approved by the Company, the Service Mark "ACE" and/or certain marks, presently "ACE Hardware" and such other marks as the Company may from time to time designate or approve in writing (hereinafter individually and collectively referred to as the "Marks") to identify and promote the retail business operated by the Member at the member location, and in connection therewith to display such ACE identification signs at such location as shall comply with the standards prescribed by the Company. Member agrees that its use of the Marks will be in strict compliance with the terms and conditions hereof and with all policies, instructions, guidelines and standards of the Company as the same are presently in effect, or as they may be modified from time to time hereafter in the Company's sole and exclusive discretion. If it becomes advisable at any time in Company's sole judgment for the Member to modify or discontinue use of any of the Marks or for the Member to use one or more additional or substitute trademarks or service marks or an additional or substitute type of trade dress, or both, then the Member agrees to immediately comply with Company's directions to modify or otherwise discontinue the use of such Marks, or to use one or more additional or substitute trademarks, service marks, logos or commercial symbols or additional or substitute trade dress, as the case may be, after notice thereof by Company. Company shall not have any obligation to reimburse the Member for any expenditures made by the Member to modify or discontinue the use of any of the Marks or to adopt additional marks or substitutes for any discontinued Marks, or trade dress, including, without limitation, any expenditures relating to advertising or promotional materials or to compensate the Member for any impairment of goodwill of the Member's store or other compensation that is related in any way to any discontinued Marks or the Company's designation of new Marks, logos, commercial symbols or additional or substitute trade dress. Further, the Company retains the sole and exclusive discretion to determine whether any of the Marks shall be or continue to be registered and what action, if any, shall be taken against any person in the event of any actual or alleged infringement thereof. The Member agrees that no right to sublicense the Marks is hereby granted or implied.
2. **Services, Products and Programs.** The right to purchase from the Company for resale at retail from the member location such merchandise, including private label merchandise, as the Company may, from time to time, in its sole discretion offer for sale to its members who operate under an Ace Brand Agreement. The Member also agrees not to manufacture or cause the manufacture of any merchandise that bears the Marks or any markings that are similar to the Marks, except as specifically permitted under a Company-sponsored program, if any, established for that purpose. The Member shall also have the right to subscribe to such services or programs, if any, in connection with the business operated at the member location as the Company may, from time to time, in its sole and exclusive discretion offer to those of its members who operate under an Ace Brand Agreement. The Member shall also have the right to purchase or subscribe for, in connection with the business

operated at the member location, such advertising circulars and materials, identification signs, and other promotional materials, and such other retail service materials, equipment, devices, programs and systems as the Company makes available from time to time to its members who operate under an Ace Brand Agreement, including such items, if any, as the Company may choose to prepare or distribute under private labels bearing the trademarks "ACE," "ACE Hardware" or other trademarks owned by the Company.

## **ARTICLE II DUTIES AND RESPONSIBILITIES OF THE MEMBER**

The Member agrees:

1. **Charges and Assessments.** To pay to the Company such then-current charges and assessments, if any, as the Company imposes from time to time upon its members who are parties to an Ace Brand Agreement. The Member acknowledges and agrees that such charges and assessments are subject to change from time to time by the Company's Board of Directors or pursuant to authorization that has been granted by the Company's Board of Directors.
2. **Restrictions on Corporate or Trade Name Use of "ACE".** To refrain from using the word "ACE" or the words "ACE Hardware" as part of the corporate name or the registered trade or commercial name or the internet domain name or user identification name of the Member, its shareholders, officers or executives, or of the Member's retail outlet covered by this Agreement unless such name also includes another word or words clearly distinguishing it from the corporate or trade name or names used by the Company or any of its subsidiaries or divisions or by any other retail entity licensed by the Company to use the Marks or any other trademarks, service marks, logos or commercial symbols owned by the Company to identify and promote its business. The Member agrees that it does not now and will not in the future assert any claims to any goodwill or ownership of any of the Company's trademarks, service marks or other intellectual property, including, but not limited to, the Marks licensed to the Member hereunder, and will not engage in any acts or conduct in derogation of the Company's ownership thereof, or in derogation of any licenses or other intellectual property rights that the Company may have granted to others.
3. **Compliance with Trademark Policy Statements and Guidelines.** To strictly comply with all policy statements and guidelines communicated from time to time to the Company's members by the Company with respect to the use of any trade name, trademark or service mark belonging to or registered by the Company (including, but not limited to the Marks licensed to the Member hereunder) and, without the Company's prior written consent, to (a) at no time use any such trade name, trademark or service mark in a manner or for a product or service not approved by the Company for such use, (b) at no time authorize, permit or condone the use of any of the foregoing items by any other person or firm, and (c) at no time adopt or use, or authorize, permit or condone the use by any other person or firm, of any name, word or mark which is similar to or likely to be confused with, the Marks or with any trade name, trademark or service mark belonging to or registered by the Company (it being understood and agreed that all variations or adaptations of any of the Marks, or any trademarks or service marks owned or registered by the Company shall be the exclusive property of the Company and that the Company shall have the exclusive right to register the same and to license the use thereof).
4. **Brand and Advertising Assessments.** To pay its applicable portion of such charges as the Company assesses its members in order to support, preserve, maintain or uphold the Company's brand and the Marks licensed hereunder and to fund the Company's national and regional advertising programs, or for other advertising promotions or events, including, but not limited to any assessments imposed by the Company under any advertising plan or program established by the Company for its members in a particular format or a particular marketing area.
5. **Company Rights of Approval.** To submit for the Company's advance written approval, upon the Company's written request therefor and prior to the release thereof, any advertising and promotional materials which have been developed by the Member itself or for the Member by a third party (other than the Company or an entity designated by the Company) that bear the Marks or illustrations of products bearing the Marks. In addition, any quotations or summaries of remarks attributed to the

Company or its officers, directors or employees shall at all times be subject to the Company's advance written approval prior to any use, dissemination or distribution thereof by Member. In any matter requiring the Company's written approval under this paragraph, if such approval has not been received by the Member within thirty (30) days after receipt of such material by the Company, then such material shall be considered disapproved, and the same shall not be used, disseminated or distributed by the Member. Once the Company's written approval has been obtained in a matter so requiring it, then further approval of the same material need not be obtained for future or repeat use. All publicly-released material prepared by the Member, or for the Member by a third party other than the Company shall, at all times, be consistent with the maintenance of the value of the Company's Marks and other intellectual property, and the value of the Company's excellent reputation. The provisions of this paragraph shall survive the termination of this Agreement.

6. **Ace Brand Standards.** To comply with all the provisions of the Ace Brand Standards of the Company now in force or as hereafter amended or adopted by the Company by the action of the Board of Directors or within the scope of authority conferred by the Board of Directors. Subject to the foregoing, the Company hereby unilaterally, without limitation, reserves the sole and exclusive right and discretion to amend, modify and change the Ace Brand Standards under any conditions and to any extent which the Company may deem necessary or desirable to meet competition, to protect its trademarks, service marks, trade names or logos, or to improve the quality of the products or services provided by the Company or the Member. Such amendments, modifications and changes may include, but are not limited to, the subjects and subject matter presently set forth in the Ace Brand Standards, or the image, appearance and decor of the Member's store, the types of merchandise, services and equipment to be acquired, utilized, or offered by the Member, and any approved manufacturers, distributors or suppliers thereof, or specifications therefor.
7. **Cooperation with Company.** To fully cooperate with Company in the Company's efforts to maintain and defend the Company's ownership and the validity of the Marks against infringement and claims of infringement. Member will promptly notify the Company of (i) any suspected infringement or unauthorized use of any Marks by any third party, or (ii) any allegations by any third party that Member's use of the Marks is improper. Member shall not initiate or defend any action concerning the Marks without the Company's prior written consent. At the request of Company, and without compensation to Member (aside from the reimbursement by the Company of any reasonable and necessary travel and lodging expenses that may be incurred at the Company's specific request), the Member shall promptly do such acts and execute, acknowledge, and deliver such papers that may be necessary or desirable, in the sole discretion of Company, to obtain, maintain, protect, and/or vest in Company the entire right, title, and interest in and to any of the Marks in all countries of the world; including rendering such assistance as the Company may request in any litigation, Patent and Trademark Office proceeding, or other proceeding. The provisions of this paragraph shall survive the termination of this Agreement.
8. **Company's Sole and Exclusive Ownership Rights.** Additionally, the Member acknowledges that (i) the Company is the sole owner of all right, title, and interest in and to the Marks, and (ii) any copyright and trademark right or any other rights which may be created in any article, label, design or other material bearing or including the Marks shall be the sole and exclusive property of the Company; and (iii) the Member has and will hereby acquire no rights in the Marks, and any copyrights, trademark rights, or other rights which may be created in connection with any use of the Marks, or any article, label, design, or material incorporating the Marks or a variation of the Marks in whole or in part, (other than the limited right to use the same as herein provided while this Agreement is in full force and effect) shall be the exclusive property of the Company; and (iv) at no time will the Member, either during the term of this Agreement or thereafter, claim any rights therein or register any word, device, or symbol confusingly similar to the Marks or any similar or related mark or any copyrights or other rights which may be created in any article, label, design, or other material bearing or including the Marks or any similar or related mark or trade name, except pursuant to this Agreement. All use of the Marks by the Member and all goodwill pertaining thereto shall inure to the benefit of the Company. The provisions of this paragraph shall survive the termination of this Agreement.

### ARTICLE III TERMINATION OF AGREEMENT

1. **Termination By Either Party Upon Advance Written Notice.** This Agreement may be terminated with or without cause at any time by either the Member or the Company by giving written notice of

such intention to terminate to the other party. As used herein, "cause" means a breach by either party of any material obligation hereunder. "Cause" shall also include but not be limited to the following: (i) any misrepresentations made by Member in connection with the obtaining of rights granted hereunder or (ii) the failure of the Member to meet all of its obligations hereunder including, but not limited to those imposed on the Member pursuant to the Ace Brand Standards established by the Company from time to time hereunder or (iii) the termination for any reason of the Member's membership in the Company or (iv) any conduct by the Member or its officers, partners, owners or executives that results in publicity to the trade or to the public that adversely reflects upon the Member, the Company or their respective business operations or the Marks or (v) any other cause for termination that is expressly permitted under law. Any such notice shall be given not less than thirty (30) days in advance of the termination date set forth in the notice, unless a shorter time is permitted or a longer time is prescribed under law. Where a shorter or a longer period of advance notice or particular types of other conduct that constitute "cause" or "good cause" are prescribed by a state statute, rule or regulation that is arguably applicable to the member location, then this Agreement shall be deemed to be reformed and amended to the extent necessary to avoid a violation of such statute, rule or regulation. The Company shall not, however, be precluded from contesting the validity, enforceability or application of any such statute, rule or regulation in any action, proceeding or dispute relating to this Agreement or to its rescission or termination.

2. **Advertising Former Relationship to Company.** Upon the termination of this Agreement, the Member agrees to make no reference to the Member's former relationship with the Company hereunder in the advertising or promotion of the Member's business at the member location or in the advertising or promotion of any other business whether or not such business owned in whole or in part by the Member. The provisions of this paragraph shall survive the termination of this Agreement.
  
3. **Use of "ACE" Identification to Cease upon Termination of Agreement.** Upon termination of this Agreement for any reason, to discontinue the use of any and all Marks, including but not limited to, the word "ACE," and the use of all trade names, trademarks, service marks, or logos belonging to or registered by the Company (including, but not limited to, those bearing or suggesting any reference, directly or indirectly, to the Member's former affiliation with the Company) and to remove, at the Member's sole expense, all identification, signs, decals, displays, or other materials used by the Member at the member location which contain any of the foregoing, (it being further understood that this also requires that the word "ACE" be eliminated if it has been used as a part of the Member's corporate name or trade name at such location). Further, if the Member continues, following such termination, to display at or have affixed to the member location any identification, signs, decals, displays or other materials bearing any Marks or other intellectual property of the Company, then the Member agrees to pay to the Company a fee in the amount of Ten Thousand Dollars (\$10,000.00) per month, payable on the first day of each and every month during which any such identification sign continues to be affixed to or displayed at the member location for one or more days. Such payments shall continue to accrue and be due and payable until the first day of the month following the month in which all such identification, signs have been permanently removed from the member location. Without prejudice to the Company's right to collect the fee hereinabove prescribed, and to pursue any other remedies, whether at law or in equity, the parties agree that any display of identification signage bearing any of the Company's trade names, trademarks, service marks, or logos by the Member following termination of membership is an infringement thereof, the continuation of which is likely to result in irreparable harm to the Company, and in such event, the Company is hereby granted the right, with or without process of law, to remove such signage and, in furtherance thereof, the Member hereby expressly grants the Company the right to enter upon and have free access to the member location without being deemed guilty of trespass or any other tort whatsoever for the purpose aforesaid. The Member further agrees that it will pay promptly, upon demand, any and all of the Company's costs and expenses, including reasonable attorneys' fees, incurred by the Company in exercising or enforcing any of the aforesaid rights and remedies. The provisions of this paragraph shall survive the termination of this Agreement.
  
4. **Termination of Listings.** The Member agrees that upon the termination of this Agreement for any reason whatsoever, the Member will promptly issue such instructions and execute and file such documents as may be necessary to revoke or terminate any listing, registration or service which the Member may have obtained under any designation that includes in whole or in part the words, "Ace," "Ace Hardware," the Marks or any other trademarks, service marks, logos or commercial symbols



owned by the Company or any variations thereof. For purposes hereof, listings, registrations and services include, but are not limited to the Member's corporate or trade names, assumed names or other registrations with governmental entities, domain name registrations, and any telephone service, telephone directory assistance listings and printed telephone directory listings. The Member hereby irrevocably appoints the Company as the Member's attorney-in-fact for the limited purpose of issuing such instructions and to executing and filing such documents as the Company may deem necessary or desirable to accomplish the foregoing in the Member's name and on its behalf in the event that the Member, for any reason, does not do so promptly upon the termination of this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.

#### **ARTICLE IV ADDITIONAL MODIFICATION OF TERMS**

1. **Reservation By The Company Of The Right To Modify.** The Member acknowledges and agrees that Article XV, Section 15.6 of the Company's By-laws provides that the By-laws, as amended from time to time, constitute a binding legal contract between the Company and its shareholders, and are legally binding on all shareholders and their successors, heirs, executors, administrators, assigns and personal representatives. The Member further acknowledges and agrees that this Agreement is modifiable by amendment of the Company's By-laws and otherwise by action of the Company's shareholders or its Board of Directors, in each case unilaterally, without limitation, and without the consent of the Member. The Member further acknowledges and agrees that the Company may unilaterally modify the trademark license granted hereunder as well as the Ace Brand Standards to which the Member is subject hereunder.
2. **Modifications To Comply With Amendments to Certificate of Incorporation and By-laws.** If any provision of any amendment to the Certificate of Incorporation of the Company or any provision of any amendment to the By-laws of the Company which is duly adopted subsequent to the Member's execution of this Agreement is in any way inconsistent with or in conflict with any provision of this Agreement, then the Agreement shall be deemed to have been modified effective as of the date specified in an advance written notice given by the Company to the Member in order to place the Agreement in conformity with such amendment. The Member's act of continuing to do business with the Company after the effective date of such modification shall be deemed to constitute the Member's consent to be bound by such modification.

#### **ARTICLE V MISCELLANEOUS**

1. **Effective Date; Application of Illinois Law; Partial Illegality Not To Void Rest of Agreement.** The signing of this Agreement by the Member constitutes an application only, and the Agreement shall not be effective unless and until it has been duly accepted and countersigned by the Company at its principal office in Illinois. All orders for merchandise, supplies and services placed by the Member pursuant to this Agreement shall be transmitted to the Company at said office, and the Member hereby consents and agrees that:
  - (a) all provisions of this Agreement shall be interpreted and construed in accordance with the laws of Illinois, except that such state's choice of law and conflicts of law rules shall not apply and the Illinois Franchise Disclosure Act or any successor statute and/or regulation shall not apply unless its jurisdictional requirements are met independently without reference to this paragraph; and
  - (b) if any provision of this Agreement shall be held to be illegal or void, the validity or the legality of the remaining portion hereof shall not be affected thereby.
2. **Successor and Assigns.** Neither this Agreement nor any interest of the Member herein shall be pledged, mortgaged, hypothecated, assigned, encumbered or transferred by the Member, except in strict accordance with the Company's By-laws, and a purchaser of or successor to of the business operated by the Member at the member location shall be entitled to operate such business as an

authorized branded member of the Company only if qualified and permitted under the Company's By-laws, and if such purchaser or successor has agreed to be bound to, and the Company has accepted in writing any applicable Company-approved forms of agreement for that purpose. The Company expressly reserves the right to assign this Agreement and all of its rights and privileges to any other person, firm or corporation, and this Agreement shall inure to the benefit of any such transferee or other legal successor to the interest of the Company herein.

3. **Status of Agreement With Respect to Other Documents.** This Agreement may only be offered and accepted with respect to persons who are parties to a currently effective Ace Hardware Membership Agreement (nonbranded). This Agreement is for the purpose of granting the Member certain additional rights and privileges and binding the Member to certain additional obligations beyond those that are contained in such Membership Agreement.
4. **Manner of Giving Notices.** All notices required or permitted to be given hereunder by one party to the other party shall be effective if personally delivered, sent by expedited delivery service or mailed to the other party by registered or certified mail at the address of such other party set forth herein or at such other address as such party shall have specified in writing, and shall be deemed to have been given on the date of such personal delivery or on the date of deposit in the U.S. mails, as the case may be.
5. **Independent Relationship.** The relationship between the Company and the Member established by this Agreement shall at all times and for all purposes be deemed to be one between separate and totally independent parties. Neither the Member nor any employee of the Member shall be deemed to be an employee of the Company. No legally recognized partnership, agency or similar relationship is hereby created in any respect. Notwithstanding any other provision of this Agreement, it is mutually understood and agreed that the Member will control and be solely responsible for the day-to-day operation of the member location, and any and all policies affecting the Member's soliciting, hiring, firing, disciplining, paying, scheduling and managing of the Member's employees, the financial management of the Member's business, and the Member's compliance with applicable governmental laws and regulations are to be established solely by the Member. However, the Member shall not thereby be relieved from satisfying any of its obligations hereunder, or under applicable laws or regulations. It is further understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them. The Member shall identify itself in all dealings as the independent owner of its business.
6. **Waiver of Rights.** No waiver by the Company of any obligation of the Member or restriction on the Member pursuant to the terms and conditions hereof shall be effective unless in writing and signed by an officer of the Company. Any such waiver granted by the Company shall be without prejudice to any of the Company's rights hereunder, will be subject to continuing review by the Company and may be effectively revoked upon written notice thereof to the Member upon the terms and conditions set forth therein, if applicable or otherwise. Neither party shall be deemed to have waived or impaired any of its rights hereunder, (including, without limitation, the right to demand exact compliance with every term, condition and provision herein, or to declare any breach thereof to be a default and to terminate this Agreement) by reason of any verbal agreement between the parties or by virtue of any custom, practice or actions of the parties at variance with the terms hereof, or by reason of any failure, refusal, or omission by either party in exercising any of its rights hereunder or in failing to insist on strict compliance herewith by the other party. No waiver, forbearance, delay, failure or omission by the Company in the exercise of any of its rights or powers with respect to any other member, shareholder, dealer, or any other person shall be deemed to constitute a waiver of any of the Company's rights hereunder, nor shall any acceptance of payments by the Company from the Member be deemed a waiver by the Company of any preceding breach by the Member of its obligations under this Agreement.
7. **Reservation of Company's Rights and Nonexclusivity.** Nothing contained in this Agreement shall be deemed to grant the Member an exclusive territory or exclusive rights, or to limit, deny, or otherwise restrict the Company's right to enter into agreements for the licensing of its Marks or for the acceptance of other members or dealers or for the authorization of others to own or operate retail or other outlets which offer products or services similar to those of the Member at any locations and within any

proximity to the member location as the Company, in the exercise of its sole and exclusive discretion, shall determine. The Company may license other entities, including but not limited to, firms, individuals, partnerships and corporations to use the Marks or to operate under licenses or other agreements in any part of the world, and Company reserves all rights pertaining to the Marks.

8. **Site Approval or Acceptance.** The Member hereby acknowledges and agrees that the Company's approval or acceptance of a site for branded Member's store does not constitute an assurance, representation or warranty of any kind, express or implied, as to the suitability of the member location for such store or the successful operation or profitability of the store hereunder. The Company's approval or acceptance of any site, including the member location, indicates only that the Company believes that such site falls within acceptable minimum criteria established by the Company solely for the Company's own purposes and benefit at the time of the Company's approval or acceptance thereof. The parties acknowledge that application of criteria that have been effective with respect to other sites and premises may not be predictive of potential for the member location and that demographic and/or economic factors, such as competition from other similar businesses, included in or excluded from the Company's own criteria could change, thereby altering the potential thereof. The parties acknowledge that such factors are unpredictable and are beyond the Company's control, and the Member agrees that the Company shall not be responsible for the failure of any site approved or accepted by the Company to meet the Member's expectations as to revenue or operational criteria, or otherwise. The Member also represents and warrants that its conclusion that it wishes to operate a branded retail store under this Ace Brand Agreement at the member location is based on its own independent investigation of the suitability of the site for such purpose.
  
9. **Further Representations of Member.** As an inducement to the Company to enter into this Agreement, the Member further represents and warrants as follows: a) that the Member has conducted an independent investigation of the business contemplated by this Agreement, and recognizes that the nature of the business or its market area are subject to change over time, that the Member's investment involves business risks; b) that no representations have been made by the Company or by any of its officers, directors, employees or agents that are contrary to the terms contained in this Agreement, or contrary to any statements contained in any disclosure document or offering circular heretofore delivered to the Member; and c) the Member has not received or relied upon any guarantee, whether express or implied, of the sales, revenues, profits or success of the business venture contemplated by this Agreement.
  
10. **Arbitration of Disputes.** Any dispute, controversy or claim arising out of or relating to: a) this Agreement or any other agreement between Company and the Member (and/or Member's owners, guarantors or affiliates); or b) the relationship between Company and Member (and/or Member's owners, guarantors or affiliates), shall be settled by arbitration administered by the American Arbitration Association in accordance with its then current commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The costs of arbitration will be borne equally by the parties. The parties agree that Chicago, Illinois shall be the location of all hearings held under this Article V, Section 12, and that such hearings shall be held before a single arbitrator, not a panel. The arbitrator has the right to award any relief it deems proper, including, without limitation, money damages (with interest on unpaid amounts from the due date), specific performance, injunctive relief, and attorneys fees and costs, provided that the arbitrator may not: (i) declare any trademark owned by the Company generic or otherwise invalid; or (ii) award any punitive or exemplary damages against either party (the parties hereby waiving to the fullest extent permitted by law, any claim or right to punitive or exemplary damages against the other), provided, however, that the fee provided for in Article III, Section 3 of this Agreement shall not be deemed to be punitive or exemplary damages. The parties agree that any proceeding will be conducted on an individual, not a class-wide basis, and any proceeding between Company and Member may not be consolidated with another proceeding between Company and any other entity or person. Any disputes concerning the enforceability or scope of this arbitration clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state arbitration law. The parties agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. The parties further agree that, in any arbitration proceeding, each must submit or file any claim which would constitute a compulsory

counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates, and any claim which is not submitted or filed as required is forever barred. Notwithstanding anything in this Section to the contrary, the parties each have the right in a proper case to seek temporary restraining orders and temporary or permanent injunctive relief from a court of competent jurisdiction.

IN WITNESS WHEREOF, this Agreement has been executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the person(s) signing it for the Member, whose authority to sign shall be deemed to have been duly authorized by the Member.

|                                      |
|--------------------------------------|
| Legal Business Name                  |
| Trading Name: D/B/A                  |
| Authorized Signature(s) and Title(s) |
|                                      |
|                                      |
|                                      |

(If the Member is a corporation, limited liability company, or similar entity, the corporate name should be written hereon followed by the signature, name and title of an appropriate officer, manager or member. If the Member is a partnership, the partnership name should be written hereon followed by the signatures of all partners.)

ACCEPTED for ACE HARDWARE CORPORATION  
 at Oak Brook, Illinois this \_\_\_\_\_ day  
 of \_\_\_\_\_, 20\_\_\_\_  
 By: \_\_\_\_\_  
 \_\_\_\_\_  
 (Signature and Title of Authorized Officer)

## **General Member Standards/ Ace Brand Standards/ Member Operational Requirements**

### **Ace Brand Standards**

1. Administer a customer-friendly return policy such as the return policy in the Ace Way of Retailing manual.
2. Display approved Ace exterior identification.
3. Display approved Ace interior signage that helps customers navigate the store and simplifies buying decisions.
4. Employ effective advertising and marketing strategies:
  - a. Participate in all Ace national advertising events and promotions each year;
  - b. Implement Ace Rewards (provided your technology is capable); and
  - c. Sell and accept the Ace Gift Card.
5. Operate a well-lit, safe and clean store including clean floors, counters, shelving and inventory.
6. Maintain the following minimum inventory:
  - a. An assortment of merchandise from the Company's basic hardware departments (Departments 1 through 5 and 7) with a minimum of \$50 per square foot; and
  - b. 50% of the Company's entire Category Management (Discovery) Programs, as the same may be amended by Ace from time to time.
7. Show the Ace affiliation, and refrain from showing any non-Ace Hardware wholesaler affiliation, in all electronic and print advertising and all other communications media that references this licensed location.
8. Employ knowledgeable and helpful store associates by:
  - a. Executing a retail training program that includes, at a minimum, new hire orientation and completion of the "Helpful Ready" curriculum, as may be updated by Ace from time to time, by greater than fifty percent of store associates;
  - b. Equipping store associates to be easily recognizable to customers and portray a professional image including wearing consistent and easily identifiable Ace brand apparel and visible name tags; and
  - c. Maintaining sufficient staffing levels by season and time of day to adequately service customers.
9. Employ a retail pricing strategy that is consistent with Ace Brand positioning and maintain a consumer value program such as "Get Credit for Value".
10. Mark all product prices clearly on the shelf or the product/package and ensure that the price on the shelf or product/package matches the price charged at the register.
11. Comply with all then-current Ace Identity Standards Guide conditions and prohibitions regarding the use of Ace's name, logo and trademarks in interior and exterior signage; advertising; web, mobile and social media sites; Ecommerce activities; products; stationery; vehicles; third party use and in such additional activities and display applications as may from time to time be covered by the Guide. Key conditions and prohibitions, among others, include the following:
  - a. Unless the retailer site re-directs all users on such site to acehardware.com for any and all online purchases, the retailer site (1) cannot contain the word Ace in its URL and (2) cannot display any Ace branded products.

12. Consistently execute the following features and processes to help ensure a positive customer experience (provided Member uses a point of sale system capable of executing the In-Store Pickup program (fulfill from store)):
  - a. List store on acehardware.com store locator and actively maintain a My Store page.
  - b. Accept acehardware.com ship-to-store orders (fulfill from RSC).
  - c. Participate in the acehardware.com In-Store Pickup program (fulfill from store).
  - d. Accept and process acehardware.com returns and credits in-store by executing acehardware.com return best practices.
  - e. Maintain accurate inventory and pricing for use on acehardware.com.
13. Refrain from stocking products for sale that may be detrimental to the Ace brand.
14. Refrain from offering in-home services under the Ace marks.
15. Timely pay all charges and assessments imposed by the Company from time to time, including, without limitation, the Ace Brand Assessment and Local Lift Max Assessment.
16. Maintain minimum store hours of operation from 8:00 a.m. to 7:00 p.m. (local time), Monday through Saturday, in order to help meet customer expectations. For stores located in rural communities where there are no competitors within five (5) miles, the store must be open a total of at least 60 hours, Monday through Saturday.

#### **General Member Standards**

1. Conform to all local, state and federal laws, rules and regulations applicable to the Member's business.
2. Furnish the Company with current fiscal year-end financial statements for the Member's business entity and any of its subsidiaries or affiliated companies within ninety (90) days after fiscal year-end and furnish, from time to time for the Company's review and upon the Company's written request, such information concerning the Member and its business operations as the Company shall deem necessary or desirable.
3. Refrain from listing or referring to the member location in the yellow pages or in any print, electronic, or other forms of advertising or in any other type communications, whether written or oral:
  - a. that falsely represent or suggest, directly or indirectly that the member location is authorized to operate under a licensed mark, logo or other commercial symbol owned by the Company when, in fact that is not the case; or
  - b. in which a reference is made to any affiliation with any other hardware program of the member location (whether or not authorized or true), or to any other business outlet unaffiliated with the Company, or to any non-Ace mark or logo, if the same shall also contain any depictions of (or any other references to) products or other items of property to which the Company's Marks, logos or commercial symbols are affixed;
4. Maintain the following minimum insurance:
  - a. Property insurance, including business interruption, against fire and extended coverage perils, vandalism and malicious mischief perils in amounts adequate to replace inventory, fixtures, equipment and leasehold improvements;
  - b. General liability insurance, including product liability against bodily injury, property damage and personal injury to the public for a \$1,000,000 combined single limit and \$2,000,000 in the aggregate arising out of the control, operation, use and occupancy of the premises, and storage and sale of merchandise;
  - c. Automotive liability insurance against bodily injury, property damage and personal injury to the public for a \$1,000,000 combined single limit to cover all vehicles used by the Member;
  - d. Workers' compensation insurance against worker's compensation, occupational disease and employer's liability with statutory limits; and
  - e. Umbrella liability insurance in the amount of \$1,000,000.

As to the coverage specified in 4(a) above, name the Company as loss payee; and as to the coverage specified in 4(b) and (c) above, name the Company as additional insured.

It is also strongly recommended Members maintain the following additional insurance:

- i. Employment Practices Liability Insurance with no less than \$250,000 in limits; and
- ii. Cyber or network security liability coverage with no less than a \$250,000 limit.

Member's insurance shall be written with a carrier with an A.M. Best Key Rating of at least an A- ; and shall provide the Company at least thirty (30) days' notice of cancellation; and

Member shall provide evidence of such insurance to the Company's Corporate Risk Management Department.

5. Submit all merchandise orders through the electronic ordering process now utilized by the Company or as hereafter changed or amended and subscribe to AceNet.
6. Refrain from selling any Ace branded products in any online forum whatsoever, whether directly through retailer's own web, mobile or social media site(s) and/or indirectly via acehardware.com or any online marketplace such as Amazon, eBay or Walmart Marketplace.
7. Individually Branded Retailers must comply with prohibitions on the use of the Ace name, logo and all other Ace Hardware Corporation trademarks as well Ace-related signage and identification (such as external and internal Ace signs, Ace shopping carts and bags, and vests with Ace logos).
8. Refrain from establishing any new participation of the Member's business at this licensed location in the program of any other major hardware wholesaler.
9. Make Ace the Member's primary source of supply for the Member's business by giving first and careful consideration to all merchandise lines and products offered for sale by Ace.
10. Promptly terminate any previously established participation of the Member's business at this licensed location in the program of any other major hardware wholesaler and remove all signage, décor and other materials associated with any such wholesaler.
11. Use point of sale systems with point to point encryption (transactional security). The Company reserves the right to charge Members who fail to comply with this requirement a non-compliance fee, as the Company deems necessary or desirable.
12. Honor all warranties or guarantees issued by the Company according to their terms, including, without limitation, The Ace Promise/Ace Satisfaction Guarantee.

#### **Member Operational Requirements (for the membership agreement version in effect from 8/93 through 12/03)**

The Ace Brand Standards (with the exception of Number 4) and the General Membership Standards together constitute the Member Operational Requirements.

**ACE HARDWARE CORPORATION  
SUBSCRIPTION FOR CAPITAL STOCK**

(To be used for shares subscribed for in conjunction with  
an application for membership by the undersigned to Ace Hardware Corporation)

The undersigned, being the owner of the retail or other business unit with respect to which an Application is being concurrently submitted to Ace Hardware Corporation (a Delaware Corporation) for a membership to purchase merchandise from said corporation hereby subscribes for and agrees to purchase the following shares of capital stock of said Ace Hardware Corporation at the prices set forth below:

|       |                                                                                                                                                                                                                                                                                                                                                              | Purchase Price |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| _____ | shares of Class "A" Voting Stock (par value \$1,000 per share) at a price of \$1,000.00 (1 share to be subscribed for if, and only if, the business applying for membership in Ace Hardware Corporation would be the first member in Ace Hardware Corporation owned or controlled by the undersigned)                                                        | \$ _____       |
| _____ | shares of Class "C" Non-Voting Stock (par value \$100 per share) at a price of \$100.00 per share (40 shares to be subscribed for if, and only if the business applying for membership in Ace Hardware Corporation would be the first member in Ace Hardware Corporation owned or controlled by the undersigned)                                             | \$ _____       |
| _____ | shares of Class "C" Non-Voting Stock (par value \$100 per share) at a price of \$100.00 per share (50 shares to be subscribed for if, and only if, the business applying for membership in Ace Hardware Corporation would be an additional member in Ace Hardware Corporation, over and above the first such member, owned or controlled by the undersigned) | \$ _____       |
|       | Total Purchase Price for all shares hereby subscribed for -                                                                                                                                                                                                                                                                                                  | \$ _____       |

The undersigned agrees to pay for all of the shares hereby subscribed for at the principal office of Ace Hardware Corporation located at 2915 Jorie Boulevard, Oak Brook, Illinois 60523. Written notice of a call for the payment of said purchase price is hereby waived. Payment in full for the shares hereby subscribed for shall be made at the time of acceptance of the undersigned's application for membership in Ace Hardware Corporation.

It is further understood that certificates for the shares of Class "C" Stock of Ace Hardware Corporation hereby subscribed for by the undersigned will be issued to the undersigned upon the completion of the payment of the full purchase price of all of the shares of Class "C" Stock so subscribed for.

If 1 share of Class "A" Voting Stock of Ace Hardware Corporation is included as part of the shares of stock hereby subscribed for, the undersigned shall further hereby be deemed to have consented and agreed to include in gross income of the undersigned for U.S. income tax purposes all patronage dividends distributed to the undersigned (including those distributed in the form of qualified written notices of allocation or other property, as defined in Section 1388 of the U.S. Internal Revenue Code, as amended) with respect to purchases of merchandise made by the undersigned from Ace Hardware Corporation for all member business outlets that are owned or controlled by the undersigned on or after the date on which this Subscription Agreement has been accepted by Ace Hardware Corporation. Such consent shall expire immediately upon the undersigned's becoming an owner of 1 share of Class "A" Voting Stock of Ace Hardware Corporation. Until such time, the undersigned reserves the right to revoke any consent hereby given by the undersigned at any time by written notice of revocation furnished to Ace Hardware Corporation, provided, however, that any such revocation shall be effective only with respect to purchases of merchandise made by the undersigned from said corporation after the close of the taxable year of Ace Hardware Corporation during which such revocation is so furnished. It is understood that no patronage dividends will be payable to the undersigned with respect to purchases of merchandise made by the undersigned during any period for which any such revocation is effective unless and until the undersigned becomes the owner of 1 share of Class "A" Voting Stock of Ace Hardware Corporation.



Sept 2017

If the undersigned is already the owner of 1 share of said Class "A" Voting Stock, or commencing as of the date when the undersigned becomes an owner of such a share, the undersigned instead shall be entitled to patronage dividends with respect to purchases of merchandise made by the undersigned from Ace Hardware Corporation in accordance with the provisions of Section 8.1 of Article VIII of the By-laws of said corporation which are applicable to "members" of said corporation. The undersigned shall be deemed, by being a member owning such a share of Class "A" Voting Stock, to have consented that the amount of any patronage dividends distributed to the undersigned (including those distributed in the form of qualified written notices of allocation or other property) with respect to purchases of merchandise made by the undersigned from Ace Hardware Corporation for all member business outlets owned or controlled by the undersigned will be included in the undersigned's gross income for U.S. income tax purposes. All patronage dividends distributed at any time to the undersigned will be included in the undersigned's gross income for the taxable year in which the same are received by the undersigned, with those received in the form of qualified written notices of allocation or other property being included at their stated dollar amounts.

The undersigned acknowledges receipt of a copy of the By-laws of Ace Hardware Corporation (including Article VIII thereof relative to "members" patronage dividends" which contains provisions deeming a member to have consented to include patronage dividends received in the form of written notices of allocation or other property in his gross income) and agrees that the shares hereby subscribed for shall, when issued, be held by the undersigned subject to all of the provisions of the restated Certificate of Incorporation and the By-laws of Ace Hardware Corporation and all amendments and supplements thereto.

**THE SHARES OF CAPITAL STOCK, WHEN ISSUED, SHALL BE HELD BY THE UNDERSIGNED SUBJECT TO ALL OF THE PROVISIONS OF THE RESTATED CERTIFICATE OF INCORPORATION AND BY-LAWS OF THE COMPANY AND ALL AMENDMENTS AND SUPPLEMENTS THERETO, INCLUDING THE PROVISIONS GOVERNING THE DETERMINATION AS TO WHETHER A RETAIL OR OTHER BUSINESS OUTLET IS OWNED OR CONTROLLED BY THE UNDERSIGNED.**

**TO SECURE THE PAYMENT OF ANY INDEBTEDNESS OWING TO THE COMPANY BY THE UNDERSIGNED AT ANY TIME, THE COMPANY SHALL RETAIN A FIRST LIEN UPON AND A RIGHT OF SET-OFF AGAINST ALL MONEYS PAID IN ON THE PURCHASE OF SAID SHARES AND UPON ALL SHARES OF CAPITAL STOCK OF THE COMPANY ISSUED TO THE UNDERSIGNED FOR ANY PURPOSE AT ANY TIME.**

**THE UNDERSIGNED'S INTEREST IN ANY OF THE SHARES BEING PURCHASED UNDER THIS AGREEMENT AND IN ANY PATRONAGE DIVIDENDS HEREAFTER ISSUED BY THE COMPANY TO THE UNDERSIGNED FOR THE RETAIL OR OTHER BUSINESS OUTLET LICENSED UNDER THE AGREEMENT OR FOR ANY OTHER MEMBER BUSINESS OUTLET LICENSED BY THE COMPANY WHICH IS OWNED OR CONTROLLED BY THE UNDERSIGNED EITHER IN THE FORM OF SHARES OF THE COMPANY'S CAPITAL STOCK OR IN THE FORM OF ANY DEBT INSTRUMENT OF THE COMPANY SHALL AT ALL TIMES BE DEEMED TO BE OFFSET BY THE AMOUNT OF THE CURRENT BALANCE OF ANY INDEBTEDNESS OWING BY THE UNDERSIGNED TO THE COMPANY WITH RESPECT TO ANY OF SAID OWNED OR CONTROLLED MEMBER BUSINESS OUTLETS.**

**AT THE COMPANY'S OPTION AND IN ACCORDANCE WITH THE BY-LAWS AND MEMBERSHIP AGREEMENT, IT SHALL HAVE THE RIGHT AT ANY TIME TO APPLY THE VALUE OF ANY PATRONAGE DIVIDENDS ISSUED BY IT TO THE UNDERSIGNED FOR ANY MEMBER BUSINESS OUTLET LICENSED BY THE COMPANY WHICH IS OWNED OR CONTROLLED BY THE UNDERSIGNED AS AN OFFSET AGAINST THE INDEBTEDNESS OWED TO THE COMPANY IN CONNECTION WITH TRANSACTIONS BETWEEN THE COMPANY AND THAT OUTLET OR ANY OTHER SUCH OWNED OR CONTROLLED MEMBER BUSINESS OUTLET, AND WHENEVER THE COMPANY, IN ITS SOLE JUDGMENT, DEEMS ITSELF TO BE INSECURE WITH RESPECT TO ANY SUCH INDEBTEDNESS, THE COMPANY MAY DEMAND THE ASSIGNMENT TO THE COMPANY BY THE UNDERSIGNED OF THE UNDERSIGNED'S INTEREST IN ANY SHARES OF THE CAPITAL STOCK OF THE COMPANY PURCHASED BY THE UNDERSIGNED AND IN ANY WRITTEN NOTICES OF ALLOCATION OR OTHER PROPERTY RECEIVED BY THE UNDERSIGNED.**

**NO SHARES OF CAPITAL STOCK OF THE COMPANY HELD BY THE UNDERSIGNED AT ANY TIME SHALL BE PLEDGED, SOLD, ASSIGNED OR TRANSFERRED WITHOUT THE PRIOR CONSENT OF THE BOARD OF DIRECTORS OF THE COMPANY, AND IN NO EVENT SHALL ANY SUCH TRANSFER OR ASSIGNMENT BE MADE TO ANY TRANSFEREE WHO IS NOT ELIGIBLE TO BE A HOLDER OF SUCH SHARES.**

Sept 2017

The undersigned understands and agrees that this Subscription for Capital Stock shall become effective only upon its acceptance by Ace Hardware Corporation at its principal office in Oak Brook, Illinois.

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Corporate, Partnership or Business Name

\_\_\_\_\_  
Trading Name: D/B/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signatures)

(The name of a corporate subscriber or partnership subscriber should be written above followed by the signature of an appropriate corporate officer or all partners of such subscriber.)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Address of Store or Outlet with Respect to Which the Shares Hereby Subscribed for Pertain.  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Address of Primary Store or Retail Outlet

ACCEPTED for Ace Hardware Corporation at Oak Brook,  
Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
\_\_\_\_\_

(Title of Officer)

**BY-LAWS OF  
ACE HARDWARE CORPORATION**

As Amended through May 23, 2019

**ARTICLE VIII  
MEMBERS' PATRONAGE DIVIDENDS**

Section 8.1 Patronage Dividends. With respect to each fiscal year of the Corporation, the Corporation shall distribute on a patronage basis to each Member, in a manner that takes into account the amount of patronage business done with respect to each Store owned by such Member, all the net savings and overcharges effected by or resulting from the patronage operations conducted and carried on by the Corporation during such fiscal year in connection with sales of merchandise, services and other business done by the Corporation with respect to each Store owned by such Member, which net savings and overcharges remain after payment of all operating and administrative expenses of the Corporation and all interest on its indebtedness and after the setting aside of such reasonable reserves for necessary purposes as the Board determines from time to time to be appropriate (such amount available for such distribution shall be determined in accordance with generally accepted accounting principles and is referred to as "Patronage Dividends"). The Corporation shall distribute Patronage Dividends for each fiscal year no later than eight and one-half (8½) months following the close of such fiscal year. In no event shall less than twenty percent (20%) of the total Patronage Dividends distributed with respect to each fiscal year to each Member be distributed in cash, except as provided in Section 8.5. Subject to the provisions of this Article VIII, the remaining Patronage Dividends shall be distributed in cash, Written Notices of Allocation (as defined in Section 1388 of the IRC) or other property in whatever proportions as shall be determined for each fiscal year by the Board. Notwithstanding the foregoing, any amounts withheld by the Corporation from the Patronage Dividends distributable to any Member, and paid to the United States government as taxes, tax withholding or the like with respect to such Member, shall be deemed to have been paid in cash to such Member as part of such Member's Patronage Dividends.

Section 8.2 Application of Patronage Dividends to Member Debt. Notwithstanding the provisions of Section 8.1, each Member authorizes the Corporation, in its sole discretion, to apply the Patronage Dividends for any fiscal year distributable to such Member under Section 8.1 which are in excess of the twenty percent (20%) portion of the amount of Patronage Dividends required to be distributed in cash, to the payment of any Member Debt of such Member and its Affiliates. The balance of any such Patronage Dividends not so applied shall then be distributed in the manner set forth in Section 8.1.

Section 8.3 Consent. Each Person who hereafter applies for and is accepted as a Member, and each Member of the Corporation on the effective date of these Bylaws that continues as a Member after such date, shall, by such act alone, be deemed to consent that the amount of any Patronage Dividends distributed to such Member in the form of Written Notices of Allocation (as described in Section 1388 of the IRC) and which are received by such Member from the Corporation, will be taken into account by such Member at their stated dollar amounts in the manner provided in Section 1385(a) of the IRC in the taxable year in which such Written Notices of Allocation are received by such Member. The term Written Notice of Allocation as used herein shall include where applicable, a letter of advice or statement to such Member which discloses the amount which the Corporation has elected to apply in accordance with Sections 8.2 or 8.5 against any Member Debt owed to the Corporation by such Member and its Affiliates.

Section 8.4 Written Notices of Allocation – Liens, Redemption and Set-Off. As collateral security for the unpaid balance of any Member Debt, each Person, upon becoming a Member, and each Person that is a Member on the effective date of these Bylaws, shall be deemed to have pledged or confirmed the pledge, as the case may be, to the Corporation, and granted or confirmed the grant, as the case may be, to the Corporation, a first security interest in and lien on, any Written Notice of Allocation that is distributable

to such Member and all proceeds thereof. In the event such Member or an Affiliate of such Member defaults under any Member Debt and the Corporation elects to accelerate thereon, such Member shall be in default under said security interest and the Corporation shall have all of the rights of a secured party under the UCC. Upon request by the Corporation, such Member shall, and to the extent permitted by applicable law, such Member hereby authorizes the Corporation, to execute and deliver to the Corporation such additional pledge agreements, financing statements and other documents as the Corporation shall determine from time to time to be necessary to further evidence, perfect or protect the Corporation's security interest in and lien on said Written Notice of Allocation and/or to secure payment of any Member Debt of such Member and its Affiliates. The Written Notices of Allocation shall be redeemable by the Corporation in cash at the discretion of the Board and/or in accordance with the Certificate of Incorporation and these By-laws. Each Member hereby grants the Corporation the right at all times, in the Corporation's sole discretion, to set off such Member's Written Notices of Allocation against the amount of any Member Debt owed to the Corporation by such Member and its Affiliates.

Section 8.5 Set-Off. Notwithstanding any of the foregoing provisions, the portion of any Patronage Dividends which would otherwise be paid in cash under any provision of this Article VIII to a Member shall first be applied by the Corporation, in its sole discretion, to the payment of any Member Debt owed to the Corporation by or on behalf of such Member and its Affiliates; provided, however, that an amount equal to twenty percent (20%) of the total Patronage Dividends distributable for the applicable fiscal year to any such Member shall nevertheless remain payable in cash, within eight and one-half (8½) months following the close of such year, to such Member, if such Member submits a timely written request for the payment of such cash amount.

Section 8.6 Allocation Units, Losses, Nonpatronage Business. Each Member shall, solely by commencing or continuing to do business with the Corporation, be deemed to have authorized and directed that, notwithstanding any other provision of this Article VIII, the Patronage Dividends payable pursuant to Section 8.1 shall be determined in a manner that takes into account the quantity or value of patronage business done by each Store owned by such Member with each separate division of the Corporation with respect to each category of sales, services or other business as shall be established on the books of the Corporation. For purposes of this Article VIII, all business of the Corporation with or for each Store owned by such Member shall be conducted on a patronage basis (and shall thus be "patronage business" or part of "patronage operations" as those terms are used in this Article VIII) unless the business is with a division or other operating unit of the Corporation which the Board has designated in advance to be nonpatronage, or the business otherwise involves sales of a particular kind or category which the Board has designated in advance as nonpatronage sales. Each such Member shall further be deemed to have authorized and directed that, in any taxable year of the Corporation during which a loss is incurred in connection with the operations of any such patronage division, other operating unit or in connection with any such patronage category of sales (each a "patronage pool"), (a) such loss shall be deducted first from the net earnings of the patronage pool that includes the Corporation's primary handled sales, to the extent of such net earnings, and any remaining such loss shall be deducted proportionately from the net earnings of the Corporation's other patronage pools and (b) the amount of Patronage Dividends which the Corporation would otherwise be obligated to distribute in connection with the operations of each such patronage pool shall be reduced accordingly.

Section 8.7 Adjustment for Material Loss or Overpayment of Patronage Dividends. In the event of any material loss or overpayment of patronage dividends, the Board may adopt a plan to allocate all or part of such loss to, or recover all or part of such overpayment from, the Members and/or former Members on such basis as the Board determines in the reasonable exercise of its business judgment to be fair and equitable. Any such plan may contain such terms and conditions as the Board may reasonably determine and shall be deemed to be a part of these By-laws.

Section 8.8     Adjustment for the Restatement of Income. In the event of any restatement of income resulting from the adoption of new generally accepted accounting pronouncements or a change in the application of any existing generally accepted accounting principle, the Board may adopt a plan to: (a) allocate all or part of such adjustment to, (b) recover all or part of such overpayment from, or (c) distribute any underpayment to, the applicable Members and/or former Members on such basis as the Board determines in the reasonable exercise of its business judgment to be fair and equitable. Any such plan may contain such terms and conditions as the Board may reasonably determine and shall be deemed to be a part of these By-laws. In the event the Board determines the income or loss resulting from the restatement of income does not warrant the adoption of a specific plan to allocate or recover such adjustment, it shall be included in the patronage distributions for the year of the change.

**ACE HARDWARE CORPORATION (THE “CORPORATION”)  
AMENDED AND RESTATED PATRONAGE DISTRIBUTION PLAN –  
FISCAL 2013 AND SUBSEQUENT YEARS**

1. This Plan applies to patronage distributions on purchases made during fiscal 2013 and subsequent years, until a new or revised patronage distribution plan is adopted by the Board of Directors.
2. Patronage distributions will continue to be calculated and determined on a store by store basis.
3. With respect to each store owned or controlled by each eligible and qualifying retailer, such retailer shall receive 40% of such patronage distribution in cash.
4. For any store for which an equity restoration variance allocation account under the Corporation’s Equity Restoration Plan adopted in December 2007 (“Equity Restoration Plan”) remains as of the fiscal year end, the entire non-cash portion of any such patronage distribution shall be applied to reduce such equity restoration variance allocation account balance until such balance is reduced to zero.
5. For any store for which no such equity restoration variance allocation account exists, or for which the balance has been reduced to zero, patronage shall be distributed as follows:
  - A. The portion of the total annual distribution allocated to any such retailer for each store owned or controlled by such retailer in excess of the amount to be distributed to such retailer for such store in cash shall be distributed each year in the form of shares of the Corporation’s Class C Non-voting Common Stock, par value \$100 per share (“Class C Stock”), valued at the par value thereof, until the total par value of all shares of all classes of capital stock of the Corporation held by such retailer with respect to such store equals or exceeds the greater of:
    - i) \$25,000; or
    - ii) a sum equal to the total of the following categories of purchases made by such retailer for such store during the most recent fiscal year:
      - (a) 20% of the total volume of:
        - (1) all sales of merchandise from the Corporation’s Retail Support Centers (warehouses), including without limitation warehouse, bulletin and Store Traffic Opportunity (S.T.O.P.) sales, plus

(2) all sales of products manufactured by the Corporation or one of its subsidiaries; plus

(3) all private label liquid paint products;

plus

(b) 4% of the total volume of:

(1) all sales of merchandise shipped directly from the vendor to the retailer without any physical “handling” by the Corporation (i.e., drop ship sales), plus

(2) all Less Than Truckload Plus (LTL+) sales and all sales on which patronage distributions are, in effect, paid “up front” (but excluding S.T.O.P. sales);

provided, however, that no fractional shares of Class C Stock shall be issued to any retailer and that any amount which would have otherwise been distributable as a fractional share of such stock shall instead be distributed to such retailer in cash.

B. The portion of the total patronage distribution allocated each year to any such retailer for each store owned or controlled by such retailer which exceeds the sum of (i) the amount to be distributed to such retailer for such store in cash pursuant to Paragraph 3 above and (ii) any amount to be distributed in the form of shares of Class C Stock pursuant to Paragraph 5A above shall be distributed to such retailer in the form of a non-negotiable patronage refund certificate having such a maturity date and bearing interest at such an annual rate as shall be determined by the Board of Directors prior to the issuance thereof.

6. All such patronage distributions shall be made as soon as reasonably practicable but in no event later than nine and one-half months following the close of the Corporation’s fiscal year to which such distribution relates (e.g., patronage distributions on fiscal 2013 purchases shall be distributed not later than nine and one-half months after the final day of the Corporation’s 2013 fiscal year).

RESERVED



**ACE BANKCARD PROGRAM AGREEMENT**

By participating in the Bankcard Program ("Program") of Ace Hardware Corporation ("Ace"), the undersigned Ace retailer ("Retailer") agrees to the following terms and conditions (the "Agreement"):

1. Retailer will participate in the Program for the processing of its VISA, MasterCard, Discover, and American Express credit card transactions ("Transactions") at the Retailer's Ace affiliated retail store, and will comply with all Program rules and requirements in effect from time to time, including, without limitation, the display of promotional materials supplied to Retailer to inform Retailer's customers that Retailer honors Program credit cards. Ace will notify Retailer of any changes to the Program, which notice may be provided via ACENET. Retailer must acquire and maintain, at its sole expense, the equipment necessary to process Transactions.
2. Retailer must also comply with the terms and conditions contained in Appendix 1, attached hereto and made a part hereof, which terms and conditions are required by Ace's credit card processor ("Appendix 1"). In the event of a conflict between the terms and conditions of this Agreement and Appendix 1, those of Appendix 1 govern.
3. Retailer must: (a) comply with the then-current terms, conditions and procedures set forth in the Card Organization Rules (as defined in Appendix 1) and any other credit card association, processor or network involved in processing Transactions (together with the Card Organization Rules, the "Rules"), as each may be amended from time to time; (b) provide Ace's third party credit card processors prompt access to Retailer's facilities and records for inspection and copying of Retailer's books and records regarding Transactions, and be responsible for the quality and accuracy of all information provided to Ace's credit card processors; and (c) cooperate with Ace's credit card processors to establish Retailer identification and verify compliance with the Rules. In addition, Retailer will review the Card Organization Rules from time to time for changes, and is responsible for staying up to date with all applicable changes to the Card Organization Rules. Card Organization Rules are available on web sites maintained by the Card Organization, *i.e.*, <http://www.mastercardmerchant.com>, <http://www.discover.com>, and <http://americanexpress.com>, and [http://www.usa.visa.com/merchants/operations/op\\_regulations.html](http://www.usa.visa.com/merchants/operations/op_regulations.html).
4. Upon notice to Retailer, Ace or its representatives may conduct remote electronic scans of Retailer's card acceptance and processing systems to confirm compliance with PCI DSS (as defined in Appendix 1) and Card Organization Rules. Retailer must cooperate with Ace and its credit card processors to facilitate such scans.
5. Retailer must receive authorization for all Transactions regardless of dollar value and must settle all Transactions on a daily basis. Retailer agrees that Transaction settlement funds will be applied by Ace first to amounts due and owing to Ace, and that such applications will be posted to Retailer's Ace billing statement. Retailer must not submit authorization requests for Transactions (a) between (i) Retailer and cardholders who are officers, employees or financially involved with Retailer other than for genuine purchases, leases or rentals of goods or services from Retailer or other payments to Retailer in the ordinary course of business, or (ii) cardholders and third parties, or (b) for (i) a new Card type until Ace and its credit card processors have contracted regarding same or (ii) a Card type Ace desires to discontinue later than the effective date of Ace's notice to its credit card processors.
6. Transactions will be subject to a discount fee, which may be changed from time to time and which may vary by credit card issuer. Retailer must pay the discount fees, annual Program participation fee, equipment maintenance fee and other Program charges, which may be changed from time to time.

7. Retailer's account will be charged for all Chargebacks applied to Ace by its credit card processors with respect to Transactions by Retailer under the Program.

8. Retailer must retain the original sales draft for each Transaction for three (3) years, and provide Ace and Ace's credit card processors with a legible and unaltered copy of any sales draft upon request. Failure to provide a copy of the sales draft within ten (10) days of Ace's request will result in a Chargeback. Retailer must comply with all cardholder data security and storage requirements, and maintain fraud and Chargebacks below the thresholds set forth in the Rules.

9. Retailer must keep confidential and not disclose any confidential information of Ace and/or its credit card processors and safeguard such confidential information using a reasonable degree of care, but not less than that degree of care used by it in safeguarding its own similar information or material. Upon request or upon termination of this Agreement, Retailer will return to Ace or destroy all of Ace's and/or its credit card processors' Confidential Information in Retailer's possession or control.

10. Ace may amend this Agreement as required by any Rules or otherwise by Ace's credit card processors upon twenty (20) days prior written notice. To comply with the Rules or for security reasons, Ace may require that certain amendments become effective upon shorter notice.

11. Retailer may terminate this Agreement upon written notice to Ace effective on the termination date set forth in the notice. Ace may terminate this Agreement upon thirty (30) days prior written notice to Retailer. Notwithstanding the foregoing, Ace may terminate this Agreement immediately if Retailer is in breach of this Agreement or is or has been engaged in fraudulent activity or violation of Applicable Law or any provision permitting or requiring termination under the Rules, or if Ace terminates the Program or its relationship with its credit card processors. This Agreement shall terminate automatically upon the termination of Retailer's membership or other Retailer agreement with Ace. Notwithstanding the termination of this Agreement, Retailer remains liable for any Chargebacks for Transactions processed prior to such termination.

12. ACE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SOFTWARE, HARDWARE, NETWORK FACILITIES AND SERVICES PROVIDED TO OR USED BY RETAILER IN CONNECTION WITH THE PROGRAM. IN NO EVENT SHALL ACE BE LIABLE TO RETAILER OR ANY OTHER PERSON FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE PROGRAM OR FOR LOSS OF PROFITS OR GOODWILL.

13. Retailer may not assign, transfer, sell or exchange this Agreement or the financial obligations thereof without the prior written approval of Ace.

14. This Agreement supersedes all prior written and verbal agreements between Retailer and Ace regarding Retailer's participation in the Ace Bankcard Program, including, without limitation, any prior agreement between Retailer and Ace related to credit card processing. This Agreement may not be modified or waived in whole or part, except in writing and signed by an officer or duly authorized representative of both parties. Notwithstanding the foregoing to the contrary, the terms of this Agreement do not limit, reduce, terminate, amend, or modify any obligations Retailer has under any other agreement between Retailer and Ace or any of Ace's subsidiaries, including, without limitation, the Ace Hardware Membership Agreement (Non-branded) or the Ace Brand Agreement. In the event of any conflict between this Agreement and either the Ace Hardware Membership Agreement (Non-branded) or the Ace Brand Agreement, such other agreement shall prevail.

Retailer has caused this Agreement to be executed by its duly authorized officer.

Retailer's Legal Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Store Number: \_\_\_\_\_

Date: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

**\*\*Once completed, please fax to (630) 928-9064 or email to [ARBankcard@acehardware.com](mailto:ARBankcard@acehardware.com)\*\***

## Appendix 1

This Appendix 1 is attached to the Retailer Agreement between Retailer and Ace. Retailer acknowledges that Ace is required, pursuant to its agreement with Servicers (as defined below), to include, in substance, all of the provisions in this Appendix 1 in the Retailer Agreement between Ace and Retailer. Except as otherwise defined below, capitalized terms used in this Appendix 1 have the meanings set forth in this Retailer Agreement, to which this Appendix 1 is attached.

### 1. Definitions.

- a) **"Applicable Law"** means all federal, state and local statutes, ordinances, laws, regulations and executive, administrative and judicial orders applicable to this Agreement, the transactions or other matters contemplated under this Retailer Agreement (including, the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury), and all amendments thereto.
- b) **"Card"** means either (a) a valid device bearing the Mark of Visa, MasterCard, Discover Network, or other approved Card Organization and authorizing the Cardholder to buy goods or services on credit, or (b) a device with a Card Organization Mark that is tied to a Cardholder's bank account or a prepaid account and which is processed with or without the use of a personal identification number.
- c) **"Cardholder"** means a Person whose name is embossed on the Card and any authorized user of such Card.
- d) **"Cardholder Data"**, with respect to any Card processed under this Retailer Agreement, means "Cardholder data" as that term is defined by the Payment Card Industry Data Security Standards, and which, as of the date of this Retailer Agreement, includes the full magnetic stripe or the Primary Account Number, plus any of the following: Cardholder name, expiration date, or security ID code.
- e) **"Card Organization"** means any entity formed to administer and promote credit or debit cards, including Visa U.S.A., Inc. ("Visa"), MasterCard International Incorporated ("MasterCard") and DFS Services LLC ("Discover"), and any applicable debit networks.
- f) **"Card Organization Rules"** means the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including, those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBT, the Quest Operating Rules and with respect to PIN Debit Cards, the rules, regulations, policies and procedures of the applicable debit network).
- g) **"Chargeback"** means a Card transaction (or disputed portion thereof) that is returned to Servicers by the Card issuer, the liability of which is the Retailer's responsibility.
- h) **"Mark"** means a word, name, design, logos, brands, service marks, trademarks, trade names, tag lines, symbol, or other proprietary designations, or any combination thereof, that a Card Organization or a Servicer, as applicable, adopts to identify its goods or services.
- i) **"Merchant Provider"** means any Person engaged by a Retailer to provide services to Retailer that involve or relate to (i) access to Cardholder Data, transaction data or information related to either Cardholder Data or transaction data or (ii) PIN encryption, including without limitation, Encryption Service Organizations (ESOs), such as, for purposes of example only, a point of sale gateway provider.
- j) **"Servicers"** shall mean the Card Organization member and card acquirer/processor with whom Ace has entered into an agreement to provide payment processing services for the benefit of Retailer.
- k) **"Person"** means a third party individual or entity, other than Retailer, Ace or Servicers.

### 2. Processing Services.

- a) Services shall only be provided to Retailer's outlets located within the 50 United States and the District of Columbia.

- b) All retrieval requests, Cardholder disputes, and Chargebacks shall be handled between Retailer and Ace.
- c) No refunds, credits, exchanges, or adjustments relating to a Card transaction shall be submitted by Retailer to Servicers and instead shall be handled by Retailer and Ace.
- d) Retailer shall not seek authorization for or submit a transaction of a Card type (e.g., Visa, Mastercard, etc.) other than as approved by Ace.
- e) Retailer shall be responsible for the accuracy and completeness of all data in connection with transactions submitted under this Retailer Agreement.
- f) Retailer shall disclose its return/refund policy to Cardholders in accordance with the Card Organization Rules. Unless otherwise permitted under Applicable Law and the Card Organization Rules, if a Cardholder returns goods or cancels services purchased from Retailer with a Card, or Retailer allows any other price adjustment after a sale has been completed and a refund or adjustment is due to a Cardholder, Retailer will not return cash to the Cardholder but will instead prepare a credit draft and process each such refund or adjustment, as specified in the Card Organization Rules, giving the Cardholder a copy of the completed credit draft.
- g) Retailer shall (i) be responsible for auditing, balancing, verifying and reconciling any out-of-balance condition within Retailer's systems, and for notifying Ace of any errors in the foregoing after receipt of the applicable report from Ace; (ii) notify Ace of all incorrect reports or output within five (5) Business Days after receipt of such reports or output; and (iii) balance its transactions to Servicers systems for each Business Day that it is open, within five (5) Business Days of the original transaction. If Retailer determines that transactions have been processed in error, Retailer will initiate the appropriate transaction for adjustment to correct the transaction in question.
- h) Retailer represents and warrants with the submission of each transaction that:
  - (i) each Card transaction is genuine and arises from a bona fide transaction, permissible under the Card Organization Rules and Applicable Law, by the Cardholder directly with Retailer;
  - (ii) each Card transaction represents a valid obligation for the amount shown on the sales draft, preauthorized order, or credit draft, and does not involve the use of a Card for any other purpose;
  - (iii) each Card transaction represents an obligation of the related Cardholder for the amount of the Card transaction;
  - (iv) the amount charged for each Card transaction is not subject to any dispute, set off or counterclaim;
  - (v) each Card transaction amount is only for respective merchandise or services (including taxes, but without any surcharge except as permitted under Card Organization Rules) sold, leased or rented or other payments to Retailer and, except for any delayed delivery or advance deposit Card transactions expressly authorized by Ace, that merchandise or service was actually delivered to or performed for the Cardholder entering into that Card transaction simultaneously upon Retailer accepting and submitting that Card transaction for processing;
  - (vi) with respect to each Card transaction, Retailer has no knowledge or notice of any fact, circumstance or defense indicating that such Card transaction is fraudulent or unauthorized or that the Cardholder's obligations hereunder are invalid, uncollectable, or unenforceable;
  - (vii) each Card transaction is made in accordance with the terms of this Retailer Agreement and Applicable Law;
  - (viii) each sales draft is free of any alteration not authorized by the related Cardholder; and
  - (ix) no more than one Card transaction per sale, or one Card transaction per shipment of goods for which Retailer has agreed to partial shipments, has been completed.
- i) Retailer shall retain legible copies or images of sales drafts, credit drafts and any other transaction records in accordance with the terms of the Card Organization Rules.

### 3. Information Regarding Retailers.

- a) Retailer shall promptly provide to Ace or Servicers, upon request, information reasonably requested regarding Retailer or its business, including but not limited to: the current address of each of its retail stores, all “doing business as” (DBA) names used by Retailer, a complete description of goods sold and services provided to Cardholders, the identity of its Merchant Providers, and the names and domiciles of Retailer’s principals.
  - b) Retailer must promptly notify Ace of any change to the information it has provided to Ace, including: (i) any new lines or types of business; (ii) change in ownership; (iii) the opening, closing or liquidation of business or any location; (iv) voluntary or involuntary party to a bankruptcy case; (v) change in legal name or structure, and/or (vi) entry into a loan or other agreement with a Person that seeks to affect this Agreement. Ace retains the right to terminate this Retailer Agreement if Retailer fails to notify Ace of any change to the information in the Retailer profile.
  - c) Retailer shall require that its Merchant Providers comply with (i) the Card Organization Rules, including, without limitation, those regarding registration, periodic reporting, and data security standards, and (ii) all Applicable Law.
  - d) Retailer shall promptly notify Ace of any changes or modifications of its transaction systems including modifications to accommodate changes in Card Organization Rules or Applicable Law, and allow Ace and its designees a reasonable amount of time to conduct certification testing of such systems to verify that it meets Servicers’, their affiliates’, and the Card Organizations’ then-current applicable requirements.
4. Card Organization Rules and Marks.
- a) During the term of this Retailer Agreement, Retailer shall comply with all Applicable Law and all Card Organization Rules applicable to Retailer and Card acceptance as may be amended by the Card Organizations from time to time.
  - b) The Card Organizations have the right to enforce the Card Organization Rules and to prohibit Retailer from engaging in any conduct a Card Organization deems could injure or create a risk of injury to the Card Organization, including injury to reputation, or that could adversely affect the integrity of the interchange system and/or the Card Organization’s confidential information. Retailer will not take any action that could interfere with or prevent the exercise of this right by the Card Organizations.
  - c) Retailer acknowledges and agrees that the Card Organizations are the sole and exclusive owners of their Marks and Retailer shall not contest the ownership of such Marks for any reason. Card Organizations may at any time, immediately and without advance notice, prohibit Retailer from using any of their respective Marks for any reason. Retailer shall at all times comply with the Card Organization Rules regarding the use of the Card Organization-owned Marks. Retailer shall not assign to any Person, the rights to use the Marks of the Card Organizations or the Marks of Servicers.
5. Data Security Requirements.
- a) *Payment Card Industry Data Security Standards (PCI DSS).* Visa, MasterCard, Discover, American Express and JCB aligned data security requirements to create a global standard for the protection of Cardholder Data. The resulting Payment Card Industry Data Security Standards (“PCI DSS”) defines the requirements with which all entities that store, process, or transmit payment card data must comply. PCI DSS is the name used to identify those common data security requirements. The Cardholder Information Security Program (“CISP”) is Visa’s data security program, the Site Data Protection (“SDP”) program is MasterCard’s data security program and Discover Information Security and Compliance (“DISC”) is Discover’s data security program, and the Data Security Operating Policy (“DSOP”) is American Express’ data security program, each based on the PCI DSS and industry aligned validation requirements. PCI DSS compliance validation is focused on Merchant Systems where Cardholder Data is processed, stored, or transmitted, including:

- All external connections into Retailer's network (i.e., employee remote access, third party access for processing, and maintenance);
- All connections to and from the authorization and settlement environment (i.e., connections for employee access or for devices such as firewalls, and routers); and
- Any data repository outside of the authorization and settlement environment.

The Card Organizations, Ace or Servicers may impose fines or penalties, or restrict Retailer from accepting Cards if it is determined that Retailer is not compliant with the applicable data security requirements, and Ace may pass through such fines or penalties imposed by the Card Organizations, Ace or Servicers on Ace as a result of Retailer's failure to comply with the applicable data security requirements. Ace or Servicers may suspend services to Retailer, indefinitely, for any actual or suspected data security compromise. In addition, Ace may terminate this Retailer Agreement for any actual or suspected data security compromise. Retailer agrees that Retailer will not request any authorizations, submit any sales drafts or credit drafts until Retailer has read and understood the PCI DSS, CISP, SDP, DISC and DSOP for which Retailer acknowledges Ace has provided Retailer sufficient information to obtain, and Retailer will be deemed to have done so upon Servicers' receipt of Retailer's request or submission of any authorizations, sales drafts or credit drafts.

Retailer must comply with the data security requirements described in this Section, including, without limitation, PCI DSS, CISP, SDP, DISC and DSOP, and any additional Card Organization requirements applicable to payment applications and PIN transactions.

Detailed information about PCI DSS can be found at the PCI DSS Council's website:

[www.pcisecuritystandards.org](http://www.pcisecuritystandards.org).

Detailed information about Visa's CISP program can be found at Visa's CISP website:

[www.visa.com/cisp](http://www.visa.com/cisp).

Detailed information about MasterCard's SDP program can be found at the MasterCard SDP website: [www.mastercard.com/sdp](http://www.mastercard.com/sdp).

Detailed information about Discover's DISC program can be found at Discover's DISC website: <http://www.discovernetwork.com/fraudsecurity/disc.html>.

Detailed information about American Express' DSOP program can be found at American Express' DSOP website: [www.americanexpress.com/datasecurity](http://www.americanexpress.com/datasecurity).

b) Immediate Notice Required. In the event that any Cardholder Data or transaction data is known or suspected of having been accessed or retrieved by any unauthorized Person ("Data Compromise Event"), Retailer must contact Ace immediately and in no event more than 24 hours after becoming aware of such activity. Retailer must not alter or destroy any related records and must maintain complete and accurate documentation regarding any modifications made to the records.

c) Merchant Providers. The data security standards set forth in this Section also apply to Merchant Providers. If Retailer uses any Merchant Provider other than Epicor Software Corporation, Retailer must provide to Ace in writing (a) the Merchant Provider's legal name, (b) contact information, and (c) intended function. Retailer acknowledges and agrees that Retailer will not use, or provide Cardholder Data access to, any Merchant Provider until such Merchant Provider has received Servicers' approval and, if required, confirmation of that Merchant Provider's registration with applicable Card Organizations. Retailer must require that its Merchant Providers comply with: (i) Servicers' registration process applicable to Merchant Providers; (ii) the periodic and other reporting required by a Card Organization; and (iii) all applicable Card Organization Rules, including without limitation, those requiring security of Cardholder Data. Retailer may allow Merchant Providers access to Cardholder Data only for purposes authorized under and in conformance with the Card Organization Rules. Retailer is responsible to Ace for all costs and expenses associated with Servicers' review, approval, certification, registration (and recertification and/or annual registration renewal as may be required) of any Merchant Providers.

6. Card and Cardholder Information.

- a) Retailer will not use, store, disclose, sell or disseminate any Cardholder Data obtained in connection with a Card transaction except in accordance with the relevant Cardholder's consent as obtained by Retailer, the Card Organization Rules and Applicable Law (e.g., for purposes of authorizing, completing and settling Card transactions and resolving any Chargebacks, retrieval requests or similar issues involving Card transactions). The foregoing will not apply in the instance of a court or governmental request, subpoena or order.
- b) Retailer shall use proper controls for and limit access to, and render unreadable prior to discarding, all records containing Cardholder account numbers and Card imprints. Retailer may not retain or store magnetic stripe data or card validation codes after a transaction has been authorized. If Retailer stores any electronically captured signature of a Cardholder, Retailer may not reproduce such signature except upon Ace's specific request.
- c) Retailer acknowledges that it will not obtain ownership rights in the transaction data derived from Servicers processing Card transactions (i.e., which includes all information regarding the transaction that is not Cardholder Data).

7. Examinations, Audits and Corrective Action.

- a) Audit Rights. Ace and its respective designees will have the right, during the term of this Retailer Agreement and for one (1) year thereafter, upon reasonable advance written notice and during normal business hours, to conduct a review of (and make copies of, to the extent necessary) the books, records, operations and Merchant Equipment of Retailer and its Merchant Providers, as may be permitted by the agreement between Retailer and its Merchant Provider, to determine or to verify Retailer's and its Merchant Providers compliance with Retailer's obligations under this Retailer Agreement. Retailer agrees that Ace and its respective designees may obtain relevant information from any applicable telecommunications provider utilized by Retailer, as necessary to investigate any allegation of fraud, suspected fraud or other actual or alleged wrongful act by Retailer in connection with the services. To the extent Retailer's agreement with a Merchant Provider does not permit Ace and its designees the access provided in this subsection, Retailer shall cooperate with Ace and its designees to work with such Merchant Provider to obtain such access.
- b) Regulatory Agencies and Card Organizations. Retailer will provide reasonable access to Merchant Systems and Retailer's facilities and records and those of its Merchant Providers, as may be permitted by the agreement between Retailer and its Merchant Providers, during normal business hours, for examination purposes to any regulatory agency with jurisdiction over Servicers, any Card Organization and any of their designees, upon Ace or its designees prior written request. The results, including any written reports of such examinations and audits, must be made available to the entity requesting it and Ace, who will share the results with Servicers. All reasonable expenses related to such examinations and audits will be paid by Retailer.
- c) Remediation. Retailer must promptly take corrective action acceptable to Ace, Servicers, the regulatory agency and the Card Organizations, as applicable, to rectify (i) any failure to comply with this Retailer Agreement or any problem identified in any report, examination or audit that could reasonably be expected to have an adverse impact on Ace, Servicers, Card issuers, Card Organizations or Cardholders and (ii) any control deficiencies identified in such report.

8. Representations and Warranties. Retailer represents, warrants and covenants as follows:

- a) Retailer is validly existing, in good standing and authorized to enter into this Retailer Agreement;
- b) All information provided to Ace in connection with this Retailer Agreement or Ace's provision of services to Retailer is true and correct;
- c) Retailer is not doing business under a name or style not previously disclosed to Ace;



- d) Retailer has not changed the nature of its business, Card acceptance practices, delivery methods, return policies, or types of products or services sold requiring a different Merchant Category Code as those codes are defined in the Card Organization Rules, in a way not previously disclosed to Ace;
- e) Retailer will use the services provided by Ace only for its own proper business purposes and will not resell, directly or indirectly, any part of such services to any Person;
- f) Retailer has not filed a bankruptcy petition not previously disclosed to Ace;
- g) Retailer has not and will not submit or facilitate the submission of Card transactions for processing on behalf of any party other than itself;
- h) Retailer will not attempt to transfer its financial liability for each Card transaction by requiring or incenting any Cardholder to waive his or her dispute rights;
- i) To the extent Retailer interacts with the Cardholder, Retailer will prominently and unequivocally inform the Cardholder of the identity of the Retailer at all points of interaction so that the Cardholder readily can distinguish the Retailer from any other party, such as a supplier of products or services to Retailer, including Ace;
- j) Retailer must ensure that the Cardholder understands who is responsible for the Card transaction, including delivery of the products (whether physical or digital) or provision of the services, and for customer service and dispute resolution; and
- k) Retailer shall, and shall require that its Merchant Providers, at all times cooperate with Ace and Servicers and provide such parties with all necessary information (to the extent reasonably obtainable by Retailer) and assistance required or requested by them to (i) provide their respective services; (ii) monitor transaction activity, Chargebacks, and other processing data relating to Retailer; (iii) facilitate prompt remediation of any breach of this Retailer Agreement by Retailer relating to the services; (iv) maintain compliance with the Card Organization Rules and Applicable Law; and (v) promptly remediate any violation thereof.

9. Assignment, Amendment, and Termination.

- a) Retailer shall not assign, sell, or exchange, this Retailer Agreement without the prior written consent of Ace.
- b) Ace may terminate this Retailer Agreement and/or suspend services provided to Retailer under this Retailer Agreement, immediately without notice if any of the following events shall occur (each an “**Event of Default**”):
  - (i) material violation by Retailer of the terms of this Retailer Agreement;
  - (ii) Retailer is placed on the Specially Designated Nationals list maintained by the U.S. Office of Foreign Assets Control;
  - (iii) Retailer is in material violation of Applicable Law or Card Organization Rules (other than a Data Compromise Event) and has not cured the violation, or taken all necessary steps to stop the violation if it is ongoing, within thirty (30) days following Servicers’ notice to Ace of such violation;
  - (iv) Irregular Card sales by Retailer, excessive Chargebacks, noncompliance with any applicable data security standards, as determined by Ace, any Card Organization, Servicers, or an actual or suspected data security breach, or any other circumstances which, in the discretion of Ace or Servicers, may increase the risk exposure of such parties or otherwise present a direct or indirect financial, security, or reputational risk to such parties; or
  - (v) Fraudulent activity by Retailer, or a violation by Retailer of any Applicable Law, or other actions specified by the Card Organizations giving rise to terminate a Retailer, including, but not limited to, a Retailer’s conduct that is deemed to be in violation of the applicable Card Organization Rules or designed to circumvent or obscure compliance with Card Organization Rules or this Retailer Agreement as determined by Ace, Servicers, or the applicable Card Organization.
- c) This Retailer Agreement will automatically and immediately terminate with respect to a particular Card Organization if Servicers are de-registered by such Card Organization, Servicer that is a Card Organization member ceases to be a member of such Card

Organization, or if Servicers fail to have a valid license to use such Card Organization's Marks. In addition, Retailer agrees that Ace or Servicers may suspend services if continued provision of services under this Retailer Agreement would cause Ace or Servicers to be in material violation of Applicable Law or Card Organization Rules.

- d) Neither the expiration nor termination of this Retailer Agreement shall terminate the obligations and rights of the parties pursuant to provisions of this Retailer Agreement which by their terms are intended to survive or be perpetual or irrevocable. Such provisions shall survive the expiration or termination of this Retailer Agreement.
- e) The Card Organizations often maintain lists of merchants who have had their merchant agreements or Card acceptance rights terminated for cause. If this Retailer Agreement is terminated for cause, Retailer acknowledges that Ace may be required to report Retailer's business name and the names and other information regarding its principals to the Card Organizations or to Servicers for inclusion on such list(s). Retailer expressly agrees and consents to such reporting if it is terminated as a result of the occurrence of an Event of Default or for any reason specified as cause by a Card Organization. Furthermore, Retailer agrees to waive and hold Ace and Servicers harmless from and against any and all claims which Retailer may have as a result of such reporting.

10. Servicers.

- a) Retailer acknowledges and agrees that its relationship in connection with this Retailer Agreement is with Ace and not Servicers. Retailer shall seek no recourse against either Servicer, and Servicers shall have no obligation or liability whatsoever to Retailer under or in connection with this Retailer Agreement or services performed hereunder, including without limitation for any damages (direct, indirect or otherwise) arising out of this Retailer Agreement.
- b) Retailer agrees to indemnify and hold Ace and Servicers harmless from and against all losses, liabilities, damages and expenses arising out of or resulting from: (a) any breach of any warranty, covenant or agreement or any misrepresentation by Retailer under this Retailer Agreement; (b) Retailer's or its employees' or agents' acts, omissions, negligence or willful misconduct, in connection with Card transactions or otherwise arising from Retailer's provision of goods and services to Cardholders; (c) Retailer's use of the services or Retailer's failure to supply accurate information regarding the services provided hereunder; (d) Cardholder disputes and other Cardholder customer service issues relating to transactions submitted on behalf of Retailer; or (e) arising out of any third party indemnifications Ace or Servicers are obligated to make as a result of Retailer's actions (including indemnification of any Card Organization or Card issuer).
- c) RETAILER AND ACE AGREE THAT SERVICERS ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS SECTION 10 AND MAY ENFORCE THESE TERMS AGAINST RETAILER AS IF THEY WERE PARTIES TO THIS RETAILER AGREEMENT. Except as expressly stated herein, nothing in this Retailer Agreement is intended to confer upon any Person, any rights or remedies, and the parties do not intend for any Persons to be third-party beneficiaries of this Retailer Agreement.



# ACE REWARDS RETAILER PARTICIPATION AGREEMENT

## TO BE COMPLETED BY RETAILER

Store # \_\_\_\_\_ Requested Start Date \_\_\_\_\_

Store Contact \_\_\_\_\_ Phone \_\_\_\_\_

Store Email Address \_\_\_\_\_

Main/Parent/HQ Store \_\_\_\_\_  
**Full Legal Name of Store's Corporation/LLC, etc.**

Store Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of Store Owner \_\_\_\_\_

## TO BE COMPLETED BY ACE HARDWARE

Region/District Manager Signature \_\_\_\_\_ Date \_\_\_\_\_

Region/District Manager Name \_\_\_\_\_

### Check one of the below:

☐

**New/Branching Out/Change of Ownership Stores** should return the below forms to:  
*Ace Rewards Retailer Agreement:* Your assigned Market Development Manager (MDM)

*Data Collection Program Agreement to:* Your assigned Market Development Manager (MDM) and to IT Production Services at SAPIdocservices@acehardware.com or 630.928.9636

☐

**Existing Stores** should return the below forms to:  
*Ace Rewards Retailer Agreement & Data Collection Program Agreement to:* acerewards@acehardware.com or fax to 630.928.9781

**\*\*Please note the Data Collection Program Agreement is a complete and separate form that must be provided as well when joining the Ace Rewards program, to obtain this form please visit ACENET > Manage My Store Ace Rewards > Program Overview > Becoming an Ace Rewards Store > Ready to Begin? > Data Collection Program Agreement.**

## **1. The Ace Rewards Program**

This Retailer Participation Agreement (“**Agreement**”) governs the voluntary participation of the retailer identified above (“**you**” or the “**Store**”) in Ace Hardware Corporation’s (“**Ace**”) ACE REWARDS customer reward program (“**Program**”). The Program is designed to encourage more frequent and more profitable purchases from consumers at Ace stores by, among other things, offering customers certain discounts on specific items, awarding consumers points for qualifying purchases and sending consumers rewards for accumulating points (as determined by Ace). Each time a consumer makes a qualifying purchase at a participating store and presents their ACE REWARDS identification card (“**Card**”) or phone number, the Card will be electronically scanned (or their ID number looked up in the Ace Rewards Database (as defined below) and the consumer will accumulate points based on a schedule determined by Ace. Qualifying purchases will be determined by Ace. All point levels and rewards will be determined and awarded solely by Ace. Following each period in which a consumer has accumulated a certain minimum number of points (as determined by Ace), Ace will send that consumer a monetary reward offer, which the consumer may use at any participating Ace store. The content of the communications from Ace and the terms of any offers (including rewards) included in the communication will be determined solely by Ace. By participating in the Program, you hereby agree to honor all rewards presented at the Store by members. However, you do have the right, on a case by case basis, to adopt or not adopt Ace Rewards discounts on qualifying purchases identified by Ace, which may be communicated to you electronically through price file/hotsheet or other similar updates to your point-of-sale system (“**POS System**”). If you adopt any one or more Ace Rewards discount promotions, you agree to offer such discounts to all Ace Rewards customers. Ace reserves the right to send other communications to members and otherwise use their names, addresses, email addresses and other contact and demographic information for marketing or research purposes.

## **2. Accessing Ace Rewards Member Data; Program Terms & Conditions.**

By participating in the Program, Ace will provide you with functionality to electronically transfer consumer data, transaction data, redemption data and other related information (collectively, “**Consumer Data**”) to and from your POS System and the Ace Rewards Database (“**Ace Rewards Functionality**”). Ace hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Ace Rewards Functionality solely to participate in the Program, and other marketing promotions as permitted by Ace, subject to your agreement to the following terms and conditions:

- A. You agree that any information or Customer Data provided by you to Ace shall be legally obtained by you, which may include, without limitation, obtaining the consent of customers to collect, use and disclose such information and Customer Data in connection with the Program and other Ace promotions.
- B. You agree you will only use the Ace Rewards Functionality to enroll a customer in the Program or to search for a member at the point-of-sale. You agree to comply with all applicable privacy and data protection laws, rules, and regulations in connection with your collection, use and disclosure of Consumer Data and your participation in the Program.
- C. You will not disassemble, deconstruct, decompile, or otherwise reverse engineer the Ace Rewards Database or the Ace Rewards Functionality.
- D. You will not, under any circumstances, use the Ace Functionality or any information obtained by, from or through the Ace Rewards Database to build your own customer database for resale, for access by a third party or for any other use not pre-approved by Ace, including without limitation, to create any customer list, email list or phone list to be used independently from the Program.
- E. You agree to honor the Card when it is presented at the Store for purchases made at the Store by consumers and to look up member information at the point of sale. You also agree to honor rewards when redeemed by consumers, regardless of the issuing Ace store. You agree to honor all Ace Rewards discounts you adopt.
- F. You agree you will not take any action that would allow or assist consumers to earn Ace Rewards points beyond what is determined by the Ace.
- G. You agree to incorporate the Program into you in-store operations, including signage and customer service, including, without limitation, displaying all Ace marks in the manner prescribed by Ace.
- H. You agree to distribute to members all earned Ace Rewards points based on qualifying purchases made.
- I. You acknowledge and agree that the success of the Program will be determined based primarily on your execution of the Program at retail as described in the Ace Rewards Start-Up Packet and the Retail Execution Guide.
- J. You agree to stock all product subject to an Ace Rewards discount you adopt at your Store, and you agree to enforce any

restrictions on such discount offers, such as, but not limited to, limits on the quantities of product a consumer may purchase.

- K. All quantities of products subject to an Ace Rewards discount must be purchased through Ace, and all of your Store's stocked products from vendors funding such discounts must be purchased through Ace.
- L. You acknowledge that the Program may evolve over time and that new requirements may be necessary for its continued operation. Accordingly, you agree to abide by all updated and/or new requirements for participation in the Program, as deemed necessary by Ace, which may be communicated to you by posting such updates and/or new requirements on Ace Net (or such other internet based intranet system).

### **3. *Consumer Data; Data Collection Program Agreement***

On a nightly basis, you agree to transmit to Ace, via the Ace Rewards Functionality, all Consumer Data, for both Program and non-Program customers, and you agree to program your POS System and any applicable third party programs, to interpret Ace Rewards discount price files/hotsheets or other similar electronically provided updates. To ensure the success of receiving all Consumer Data on a timely and consistent basis, you must: (i) maintain a business-class DSL / internet connection dedicated for your POS System; (ii) transmit Customer Data to Ace pursuant to the Data Collection Program Agreement, the terms of which are incorporated herein by this reference, and (iii) follow any specific instructions of your POS System provider and the provider of any applicable third party programs, to enable the Program to operate with your POS System and such third party programs, if any.

### **4. *Program Term and Termination***

The initial term of this Agreement shall begin upon approval by Ace and shall end on the last day of the immediately following December. Following the initial term, this Agreement shall be automatically renewed for successive one year renewal terms on a calendar year basis. Either you or Ace may terminate this Agreement at any time by providing the other with ninety (90) days advance written notice of termination. In addition, Ace may terminate this Agreement immediately upon delivery of written notice to you in the event of a breach of any provision herein, or in the event that Ace, in its sole and absolute discretion, discontinues the Program or its affiliation with any provider of POS Systems. This Agreement will also terminate automatically if your Ace membership is terminated for any reason. In addition, for a period of six (6) months after the Agreement termination date, you agree to honor any rewards presented to you by consumers. Upon termination of this Agreement Ace may reassign Ace Rewards members previously assigned to your Store to another participating Ace retailer. Ace may, in its sole discretion, send a letter directly to such members to advise them that their Program accounts have been assigned to another participating Ace retailer.

### **5. *Program Fees***

You agree to pay to Ace the then current initial Program participation fee, monthly maintenance fee, and other Program fees and expenses as may be imposed by Ace or your POS System provider from time to time, which shall be billed to your Store's Ace billing statement in accordance with Ace's billing policies.

### **6. *Data Ownership***

All data pertaining to consumers (including, without limitation, names, addresses, email addresses, phone numbers, transaction data, redemption data and related information) joining or participating in any Ace sponsored database marketing program, including the Program, will be added to a centralized database and will be owned solely by Ace ("**Ace Rewards Database**"). All data submitted by you in connection with the Program shall be the sole property of Ace; provided, however, Ace hereby grants you a license to use such data as it is provided to you by Ace solely for the purposes permitted by Ace.

### **7. *Compliance with Laws; Indemnification***

You agree to comply with all applicable laws, rules and regulations in connection with your participation in the Program. This Agreement shall be governed by and construed under the laws of the state of Illinois. You acknowledge and agree that you, and not Ace, shall be responsible for any claims, liabilities or losses that may arise out of your participation in the Program or your breach of this Agreement at any time and for any reason. Accordingly, you agree to indemnify, defend and hold Ace harmless from and against any and all such claims, liabilities or losses.

### **8. *Branch Stores***

The stores listed on Exhibit A, if any, are commonly-owned branch stores of the parent store enrolling above. All stores utilize common retail computer systems and are implementing the Program at the same time.

**EXHIBIT A**

**BRANCH STORES**

**Store #**

**Store Name**

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

ACE INCENTIVES, INC. GIFT CARD PROGRAM PARTICIPATION AGREEMENT

COVER SHEET

**RETAILER INFORMATION** (To be completed by an authorized officer or owner):

1. FULL LEGAL NAME OF BUSINESS\*:

\*For multi-store chains, a separate agreement is required for each legal entity, if more than one.

2. ADDRESS:

3. RETAILER PARTICIPATING LOCATIONS: Please list all stores that will participate in the Ace Hardware Gift Card Program:

**Store Numbers**

This Gift Card Program Participation Agreement ("**Agreement**") consists of this Cover Sheet and the Attached General Terms and Conditions. This Agreement is made and entered into by and between Ace Incentives, Inc. ("**Company**"), an Illinois corporation, and the undersigned Ace Hardware retailer ("**Retailer**"), which owns and operates the Retailer Participating Locations identified above. For convenience, Company and Retailer are referred to herein individually as a "**Party**", or collectively as the "**Parties**".

**BY SIGNING BELOW, YOU ARE INDICATING THAT (i) YOU HAVE FULL POWER AND AUTHORITY TO SIGN FOR AND BIND RETAILER, (ii) YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, AND RETAILER HEREBY AGREES TO BE BOUND BY THIS AGREEMENT.**

**Accepted and Agreed to by RETAILER:**

\_\_\_\_\_  
**Authorized Signature (must be Officer or Owner)**

**Name (printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_ (the "**Effective Date**")

## GENERAL TERMS AND CONDITIONS

### 1. Company's Responsibilities.

**1.1. Card Program.** Company intends to operate a new closed loop stored value program (the "**Program**") pursuant to which Company will issue Ace-branded physical or virtual (electronic) stored value cards (collectively, "**Cards**"), which may be offered for sale and redeemed at participating Ace Hardware retailers and other locations. Subject to Retailer's compliance with this Agreement, Company will make available to Retailer the Program, including issuing Cards, authorizing and processing Card transactions, accounting, reporting, funds settlement, and physical Card inventory. Company expects to launch the Program on or about August 31, 2019 (the "**Program Start Date**"), but may change the Program Start Date in its sole discretion.

**1.2. Program Procedures.** Company will establish the processes, policies, and procedures by which Company issues Cards and enables use of Cards at participating locations, including those relating to the sale, activation, use, redemption, refund, return, and replacement of Cards, merchandise returns or refunds, expiration dates and service fees (if any), resolving disputes with cardholders, and the terms and conditions and related disclosures governing cardholders' use of Cards, (collectively, "**Program Procedures**"). Company may modify the Program Procedures from time to time in Company's sole discretion.

**1.3. Card Fulfillment.** Company shall use reasonable efforts to (i) maintain an inventory of physical Card stock and (ii) fulfill Retailer's orders for physical Card stock upon acceptance by Company.

**1.4. Support.** Company shall maintain a toll-free telephone number or online portal for Retailer balance inquiries and other Program support.

### 2. Retailer's Responsibilities.

**2.1. Card Authorization Equipment.** Retailer will provide and maintain, at Retailer's expense, all point of sale ("**POS**") devices, telecommunications facilities, interfaces, and software (the "**Card Authorization Equipment**") required to electronically transmit physical and virtual Card transaction data from Retailer's location(s) to Banc of America Merchant Services, LLC or such other Card processing vendor(s) as Company may designate from time to time ("**Processor**"). POS devices must be certified to meet Processor's specifications. Retailer shall (i) perform any development, programming, or other modifications to the Card Authorization Equipment (including associated software) that is necessary for Retailer to access Processor's system and (ii) ensure that any future changes to the Card Authorization Equipment remain compatible with Processor's specifications and resolve any technical issues. Except as otherwise permitted by the Program Procedures, Retailer will use the Card Authorization Equipment to access Processor's system and obtain authorization ("**Authorization**") of all Card transactions, including activations, loads and reloads, and redemptions.

**2.2. Enhancements.** From time to time Processor may make available certain developments, enhancements, improvements, and modifications, (collectively, "**Enhancements**"), including those required by Processor for the Program to remain compliant with law or the terms of Processor's agreement with Company, including data security and confidentiality obligations ("**Mandatory Enhancements**"). If Retailer elects to utilize an Enhancement, Retailer shall make any necessary modifications to the Card Authorization Equipment, including upgrading the Card Authorization Equipment to the most recent version of Processor's specifications. Notwithstanding any provision of this Agreement to the contrary, Retailer must modify the Card Authorization Equipment as necessary to implement a Mandatory Enhancement within the time frame established by Processor or cease using the Card Authorization Equipment to access Processor's system until such Mandatory Enhancement has been implemented.

**2.3. Card Sales, Activation, and Loadings.** Retailer agrees to offer Cards for sale at the Retailer Participating Locations identified on the Agreement Cover Sheet. Retailer will use reasonable efforts to maintain an inventory of Cards adequate to meet anticipated demand. Retailer will purchase all Card inventory from Company. Retailer shall not activate any Card until purchased by a customer. Retailer shall not load any Card for a value in excess of the face value of the Card, if any. In no event will Retailer (i) load (or reload) any Card with a balance that exceeds \$2,000 at any time, (ii) load (or reload) any Card for more than \$2,000 in the aggregate during any calendar day, or (iii) sell Cards worth more than \$10,000 to any person during any day. Retailer shall implement policies and procedures reasonably adapted to prevent a person from purchasing Cards with funds that exceed \$10,000 during any day. Company may establish lower thresholds for Card sales and loading in the Program Procedures, in which event Retailer shall comply with such lower thresholds.

**2.4. Card Redemption.** Subject to the terms of this Agreement and the Program Procedures, Retailer agrees to accept Program Cards, including physical and virtual Cards (regardless of whether purchased at or distributed by an Ace Hardware retailer, third-party "gift card mall," on Company's website, bulk order B2B purchaser, or other Program location authorized by Company), for purchases at all Retailer Participating Locations. Retailer shall not honor any Card unless the Retailer has obtained Authorization for the transaction. Retailer shall contact Company immediately, and not honor a Card, if Retailer suspects fraudulent activity, including presentation of an altered, revoked, or counterfeit Card. Retailer will obtain payment from cardholder for any shortfall between the purchase price and the authorized redemption amount.

**2.5. Fees.** Retailer shall not charge any transaction, maintenance or other fee or surcharge to Card purchasers or cardholders in connection with a Card unless expressly required or authorized by the Program Procedures.

**2.6. Settlement.** Company, through Processor, will provide certain settlement services through ACH debits and credits to the designated accounts of Retailer and Company for the net value of amounts owed to or to be collected from each Party for Card transactions and other transfers contemplated by this Agreement. By way of example and not limitation, the Retailer Account(s) (as defined below) will be debited for the value of authorized Card activations at Retailer Participating Locations and credited for the value of authorized Card redemptions at Retailer Participating Locations. Company will make available to Retailer an online tool for reviewing settlement transactions reports. Retailer shall promptly review such reports and compare them to Retailer's records to identify any discrepancies or errors. If any discrepancies or errors are identified, Retailer shall notify Company of same within thirty (30) days of the availability of the applicable report.

**2.7. Retailer Account and ACH Authorization.** Retailer shall establish and maintain a designated deposit account(s) at a depository institution ("**Retailer Account**") for the settlement of Card transactions and any fees and charges described in this Agreement or the Program Procedures. Retailer shall maintain a sufficient balance in the Retailer Account to cover Retailer's settlement obligations and any applicable bank charges as they become due. Prior to participating in the Program, Retailer must complete and execute an ACH credit and debit authorization ("**ACH Authorization**") in the form required by Company and provide such other information as may be requested by Company or Processor. Retailer will keep its Retailer Account information and other requested information current and updated at all times. Company, Processor, their Affiliates, and services providers will have no liability for ACH debits and credits made pursuant to this Agreement, the Program Procedures, or the ACH Authorization form on file with Company. The ACH Authorization shall remain in effect unless and until revoked by Retailer in accordance with the terms of the ACH Authorization. If the Retailer Account is terminated or Retailer desires to change the designated account, Retailer agrees to immediately notify company and complete a new ACH Authorization form.



## GENERAL TERMS AND CONDITIONS

Retailer shall be liable for any fines levied against Company, Processor or their Affiliates or service providers for any violation of the rules and regulations of the National Automated Clearing House Association (the “NACHA Rules”) by Retailer. For purposes of this Agreement, “Affiliate” means, with respect to either Party, a legal entity which directly or indirectly owns, controls, is owned by, controlled by, or is under common ownership or control with a Party.

**2.8. Compliance.** Retailer shall strictly comply with (i) Company’s then-current Program Procedures; (ii) all federal, state and local laws, rules and regulations and any official interpretation thereof relating to the Cards, the Program, the Parties, or the subject matter of this Agreement (“Applicable Law”); and (iii) the then-current NACHA Rules.

**2.9. Errors.** Retailer shall be solely responsible and liable for the acts and omissions of Retailer and its employees, including any clerical or keying errors.

**2.10. Cardholder Disputes.** Retailer shall refer any cardholder questions or disputes regarding Cards, Card balances or the Card Program to Company’s toll-free customer care telephone number. Retailer shall be solely responsible and liable for any customer or cardholder disputes related to merchandise or services purchased using a Card.

**2.11. Training.** Retailer shall ensure that its in-store employees are trained and knowledgeable regarding the Card Program and the sale, redemption and use of Cards.

**3. Charges.** Retailer shall pay Company the following amounts:

**3.1. Card Inventory.** Physical Cards ordered by Retailer from the Ace warehouse will be billed at the then-current prices displayed on ACENET. Card inventory charges will appear on Retailer’s monthly statement, and shall be paid by Retailer in the same manner as other inventory ordered by Retailer.

**3.2. Fees.** Company currently does not assess transaction fees in connection with the Program; provided, that Company, in its sole discretion, may elect to charge Retailer transaction fees or such other fees and charges as may be established from time to time in the Program Procedures.

### 4. Confidentiality.

**4.1. Use of Confidential Information.** Retailer will not disclose Confidential Information (as defined below) to any third party and will use Confidential Information only to exercise Retailer’s rights and to perform Retailer’s obligations hereunder, provided that Retailer may disclose Confidential Information (i) as required by Applicable Law; (ii) to Retailer’s auditors and lawyers (internal and external) and regulators having jurisdiction over Retailer (and to the extent requested by such regulators); and (iii) to third parties, including suppliers and POS vendors, if any, to the extent necessary to enable Retailer’s performance of its obligations or exercise of its rights under this Agreement, provided that such third parties are under obligation to treat such Confidential Information with at least the same degree of care as required of Retailer. Retailer will safeguard Confidential Information using a reasonable degree of care, but not less than that degree of care used by it in safeguarding its own similar information or material. Any unauthorized use or disclosure of Confidential Information by any entity to whom Retailer disclosed Confidential Information as permitted under this Agreement, shall be deemed an unauthorized use or disclosure by Retailer.

**4.2. Exclusions.** The obligations of confidentiality and restrictions on use in this Section 4 will not apply to any Confidential Information that: (i) was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of Retailer; (ii) was received from a third party free of any obligation of confidence of the Retailer to the third party and which third party, to Retailer’s knowledge, was not under an obligation to keep the information confidential; (iii) was already in Retailer’s possession prior to receipt from Company or Processor; (iv) is subsequently and independently

developed by Retailer without use of or reference to the Confidential Information; or (v) Company agrees in writing may be disclosed.

**4.3. Legal Compulsion.** If Retailer is required to disclose Confidential Information pursuant to Applicable Law, subpoena, court order or other legal process, Retailer agrees to give Company reasonable advance notice (unless prohibited by law) so that Company may contest the disclosure or seek a protective order. In the absence of a protective order, Retailer (a) will disclose only such part of the Confidential Information as Retailer is advised by its counsel is legally required to be disclosed, and (b) will use reasonable efforts to obtain other reliable assurance that confidential treatment will be accorded to such Confidential Information.

**4.4. Breach.** Retailer acknowledges that breach of the restrictions on use or disclosure of the Confidential Information would result in immediate and irreparable harm to Company and money damages would be inadequate to compensate for that harm. In such event, Company will be entitled to seek equitable relief, in addition to all other available remedies, to redress any breach.

**4.5. Rights in Confidential Information.** Except as specifically provided for herein, (i) this Agreement does not confer any right, license, interest or title in, to or under the Confidential Information to Retailer, and (ii) no license to Confidential Information is granted to Retailer, by estoppel or otherwise, under any patent, trademark, copyright, trade secret or other intellectual property or proprietary rights of Company or Processor. Title to the Confidential Information will remain solely with the Company or Processor, as applicable.

**4.6. Destruction.** Upon Company’s request, Retailer will use reasonable efforts to collect and surrender (or confirm the destruction or non-recoverable data erasure of computerized data) all Confidential Information, except as may be required to be kept in accordance with Applicable Law.

**4.7. Definition.** For purposes of this Agreement, “Confidential Information” means any information obtained by Retailer regarding Company, its service providers, or their Affiliates that is designated confidential or proprietary or that Retailer knows or reasonably should know to be confidential or proprietary. Confidential Information will also include strategic business information and capabilities; financial information; pricing related to products and services; and information or specifications related to systems, processes, products, or services. Without limiting the generality of the foregoing, Retailer acknowledges and agrees that any Processor specifications and Enhancements, including Mandatory Enhancements, provided to Retailer are and shall remain the Confidential Information and property of Processor.

### 5. Term and Termination.

**5.1. Term.** The term of this Agreement shall commence upon execution by both Parties. This Agreement shall remain in effect until terminated as permitted herein.

**5.2. Termination for Cause.** Either Party has the right to terminate this Agreement (i) immediately upon notice (i) in the event that the other Party materially breaches this Agreement, and such breach remains uncured thirty (30) days following receipt of notice thereof; or (ii) immediately without notice (a) in the event the other Party suffers the appointment of a receivership of its assets, goes into bankruptcy, liquidation, or receivership, voluntarily or involuntarily, or otherwise takes advantage of any insolvency laws, (b) upon any involuntary sale, transfer, or other disposition of substantially all of the assets of the other Party, or (c) if the other Party ceases to conduct business operations generally (except for permitted assignments pursuant to Section 9.1 of this Agreement). In addition, Company may terminate this Agreement immediately upon notice to Retailer if Retailer fails to implement a Mandatory Enhancement within the time frame required by Processor.

## GENERAL TERMS AND CONDITIONS

**5.3. Change in Retailer Status.** This Agreement shall terminate automatically without notice if at any time the membership agreement between Retailer and Ace Hardware Corporation expires or is terminated or Retailer ceases to be an Ace Hardware retailer.

**5.4. Termination for Convenience.** Either Party may terminate this Agreement without cause upon thirty (30) days' notice to the other Party.

**5.5. Program Cancellation.** Company, in its sole discretion, may cancel the Program at any time for any reason. If Company cancels the Program, this Agreement shall terminate automatically upon the effective date of cancellation.

**5.6. Suspension and Revocation.** In addition to the rights of Company to terminate this Agreement as set forth herein, Company may immediately suspend Retailer's participation in the Program and Processor may immediately suspend the provision of Processor's services in connection with Retailer if (i) Retailer experiences a security incident in connection with the Program, including unauthorized access to any systems, equipment, Confidential Information, personal data, or personally identifiable information (a "Retailer Security Incident"), (ii) Retailer experiences irregular Card processing activities, including reasonable suspicion of fraud, (iii) Retailer materially violates this Agreement, the Program Procedures or Applicable Law, (iv) Retailer is placed on the lists of prohibited persons and prohibited countries maintained by the Office of Foreign Assets Control of the US Department of the Treasury, or (v) continued participation by Retailer in the Program would cause Company or Processor to be in material violation of law or otherwise give rise to material risk to Company or Processor. If, after reasonable investigation, Company or Processor determines that permanent revocation Retailer's participation in the Program is warranted, Company may terminate this Agreement effective immediately upon notice to Retailer.

**5.7. Effect of Termination.** Upon the effective date of suspension or termination, Retailer shall cease all activity with respect to the Program, including the sale, activation, loading, reloading, and redemption of Cards, and any marketing related to or referencing the Program.

**5.8. Survival.** The following provisions shall survive termination of this Agreement: Sections 2.7 and Article 3 (with respect to any amounts accruing prior to termination), Section 2.10, Article 4, Section 5.7, Section 5.8, Article 6, Article 7, Article 8 and Article 9.

### **6. Disclaimer of Warranties; Limitation of Liability.**

**6.1. Disclaimer of Warranties.** THE PROGRAM AND ANY SERVICES AND/OR PRODUCTS PROVIDED TO RETAILER IN CONNECTION WITH THE PROGRAM ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ALL WARRANTIES, OBLIGATIONS, AND LIABILITIES, WHETHER EXPRESS, IMPLIED, OR ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE PROGRAM AND ANY SERVICES AND/OR PRODUCTS PROVIDED TO RETAILER IN CONNECTION WITH THE PROGRAM, INCLUDING ANY: (i) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (ii) IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; AND/OR (iii) IMPLIED WARRANTY OF NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE PROGRAM WILL MEET RETAILER'S REQUIREMENTS OR THAT THE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE.

**6.2. Exclusion.** IN NO EVENT WILL COMPANY BE LIABLE TO RETAILER UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **7. Indemnification.**

**7.1. Indemnity.** Retailer shall defend, indemnify and hold Company, its Affiliates, and each of their employees, directors, officers, agents, and representatives (the "Indemnified Parties") harmless from and against any Claims brought against the Indemnified Parties, and all related Losses arising from (i) Retailer's breach of any provision of this Agreement; (ii) any act or omission of Retailer in connection with this Agreement or the Program; (iii) Retailer's fraud, negligence, or willful misconduct; (iv) Retailer's violation of Applicable Law; (v) a Retailer Security Incident; and (vi) the sale of any merchandise (other than physical Cards) or services by Retailer to a cardholder or any other person or any representation made in connection with such sale. For purposes of this Agreement, "Claim" means any third party claim, demand, suit, action, cause of action, or proceeding of any form, kind or nature (including contract claims and negligence and other tort claims) and "Losses" means any liability, obligation, loss, damage, judgment, settlement, cost, and expense of any kind or nature (including reasonable attorneys' fees, expert witness fees and collection costs), regardless of whether suit is brought, and any assessment, fee, or fine imposed by any regulatory body.

**7.2. Procedure.** Retailer shall obtain the written consent of Company, which Company will not unreasonably withhold, prior to (i) choosing counsel to defend the Claim and (ii) settling or otherwise disposing of a Claim. Company will cooperate with Retailer, at Retailer's expense, in the defense and settlement of the Claim, as Retailer may reasonably request. Company shall have the right to participate in the defense thereof with counsel of its choosing at its own expense. If Retailer is not adequately and promptly defending the Claim, or if there is a conflict of interest between Retailer and Company, Company shall, after reasonable notice and opportunity for Retailer to cure such condition, have the right to assume the defense with counsel of its own choosing at the expense of Retailer.

### **8. Dispute Resolution.**

**8.1. Arbitration.** The Parties agree that any and all disputes or Claims that have arisen or may arise between them in connection with the Program or this Agreement shall be resolved exclusively through confidential, final, and binding arbitration; provided that either Party may file suit in court seeking to enjoin infringement, misappropriation or misuse of its intellectual property rights. RETAILER IS GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures applicable to commercial disputes, as modified by this Agreement. The arbitration shall be held in DuPage County, Illinois or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, either Party may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on the other Party, subject to the arbitrator's discretion to require an in-person hearing if the circumstances warrant. Attendance at an in-person hearing may be made by telephone, unless the arbitrator requires otherwise. The arbitrator will decide the substance of all Claims in accordance with the laws of the State of Illinois, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator's award shall be confidential, final, and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules.

**8.2. Prohibition of Class Actions.** A Party may bring Claims against the other Party only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both Parties agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual Party seeking relief and only to the extent necessary to

## GENERAL TERMS AND CONDITIONS

provide relief necessitated by that Party's individual Claim(s). Retailer acknowledges that RETAILER IS GIVING UP THE RIGHT TO COMMENCE OR PARTICIPATE IN CLASS AND REPRESENTATIVE ACTIONS.

**8.3. Time Limitation.** Retailer may not assert any Claim against Company under this Agreement or in connection with the Program that was or reasonably should have been discovered by Retailer more than one year prior to the filing of a suit or the commencement of arbitration proceedings alleging such Claim.

### 9. Miscellaneous.

**9.1. Assignment.** Retailer shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Company, which Company may grant, withhold or condition in its sole discretion. Company expressly reserves the right to assign this Agreement and all of its rights, privileges, and obligations to any other person or entity and this Agreement shall inure to the benefit of any such transferee or other legal successor to the interest of the Company herein. Any assignment in violation of this provision shall be void.

**9.2. Status of Other Agreements.** The Ace Retailer Acceptance Agreement (“Acceptance Agreement”) between Ace Hardware Corporation and Retailer, if any, shall not apply to the Program, including any Card transactions or settlement services related to the Program. For clarity, the Acceptance Agreement shall continue to govern transactions made under the Ace Hardware gift card program in effect at the time the Acceptance Agreement was executed (the “Prior Program”), including the settlement of Prior Program transactions even if such settlement occurs after the Program Start Date. Except as expressly provided herein, nothing in this Agreement is intended to limit, reduce, terminate, amend, or modify any obligations Retailer may have pursuant to any other agreement between Retailer and Ace Hardware Corporation or any Company Affiliate.

**9.3. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois, regardless of any conflict of law rules. For any Claim not subject to arbitration, the Parties hereby submit to the exclusive jurisdiction of the federal and state courts located in the State of Illinois.

**9.4. Relationship of Parties.** The relationship between Company and Retailer established by this Agreement shall at all time and for all purposes be deemed to be one between separate and totally independent parties. No legally recognized partnership, joint venture, agency, or similar relationship is hereby created in any respect.

**9.5. Notice.** Except as otherwise provided herein, all notices which either Party is required or may desire to give the other Party hereunder shall be sufficiently given if delivered in person, by registered or certified mail (return receipt requested), postage prepaid, or by prepaid overnight courier, addressed to the receiving party as follows: if to Retailer, to the then-current address of record for Retailer as maintained in Company's (or Company's Affiliates) files and if to Company to Ace Incentives, Inc., Attention: General Counsel, Marketing Operations Manager, 2200 Kensington Court, Oak Brook, IL 60523, or to such other address as shall be furnished in writing and in the manner set forth above by either Party; provided, that a copy of any notice to Company, which shall not alone constitute notice but which must be delivered in order to constitute notice, shall be delivered to: Ace Incentives, Inc., Attention: General Counsel, 2200 Kensington Court, Oak Brook, IL 60523. Notwithstanding the foregoing, Company may provide notice to retailers participating in the Program, including Retailer, by posting the notice on ACENET.

**9.6. Complete Agreement; Modification.** This Agreement is the complete and exclusive understanding of the Parties with respect to its subject matter. This Agreement may be modified only in a writing signed by the Parties hereto.

**9.7. Severability.** If any term or provision of this Agreement shall be found to be void or contrary to law, such term shall, to the extent necessary to bring this Agreement within the requirements of law, be severed from this Agreement, and shall not invalidate any other provision, or part thereof, and it shall be replaced by a provision that comes closest to such severed provision, or part thereof, in language and intent.

**9.8. Waiver.** Any failure on the part of either Party to insist upon the performance of this Agreement or any part thereof shall not constitute a waiver of any right under this Agreement.

**9.9. Interpretation.** Each definition in this Agreement includes the singular and plural. The word “including” means “including, but not limited to”. The headings and captions of this Agreement are included merely for convenience of reference. They are not to be considered part of, or to be used in interpreting, this Agreement and in no way limit or affect any of the contents of this Agreement or its provisions.

## ACH CREDIT AND DEBIT AUTHORIZATION

The undersigned accountholder hereby authorizes ACE INCENTIVES, INC. ("Company") and agents acting on Company's behalf, including, but not limited to, Banc of America Merchant Services, LLC, to initiate and affect debit and credit Automated Clearing House ("ACH") transactions (and/or corrections to previous transactions) to the account indicated below for payment of amounts owed to/by the Company in connection with Company's gift card program (as further described in the Gift Card Program Participation Agreement between Company and the undersigned) for the stores identified on Schedule 1 to this Authorization. In the event that any debit to the account is returned for any reason, the undersigned hereby authorizes Company and its agents to initiate a debit to the account for the original debit amount plus any returned item fees. Settlement of funds (other than corrections) will occur weekly unless otherwise notified by Company. The undersigned acknowledges and agrees that Company and its agents may, but are not obligated to, initiate test transactions to determine the accuracy of the information provided below.

Checking Account ☐

Savings Account ☐

Financial Institution \_\_\_\_\_

Routing / ABA # \_\_\_\_\_

Account # \_\_\_\_\_

Account Name \_\_\_\_\_

This Authorization is to remain in full force and effect until the Company has received written notification from us of its termination in such time and in such manner as to afford Company a reasonable opportunity to act on it, or until Company has sent us ten (10) days written notice of Company's termination of this Authorization. Any written notification of termination to Company must be sent by email to: [GiftCardL2@acehardware.com](mailto:GiftCardL2@acehardware.com) or such other address as Company may indicate from time to time.

\_\_\_\_\_  
Business Legal Name

\_\_\_\_\_  
DBA (if any)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Confirmation E-mail Address

\_\_\_\_\_  
**Signature of Authorized Signatory**

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **SCHEDULE 1 TO ACH CREDIT AND DEBIT AUTHORIZATION**

**INSTRUCTIONS: Include all stores that will use the bank account identified on the first page of the Authorization form. If stores will use a different bank account or are owned by a different legal entity, a separate authorization form must be completed.**

**STORE NUMBERS**

## DATA COLLECTION PROGRAM AGREEMENT

By execution of this Data Collection Program Agreement (the “Agreement”), Ace Hardware Corporation (“Ace”), with offices located at 2915 Jorie Blvd., Oak Brook, Illinois 60523 and the undersigned Ace member-dealer (“Retailer”, and together with Ace, the “Parties”) agree as follows:

### 1. Definitions

- 1.1 **“Ace’s Personal Information”** means all Personal Information Processed in order to provide the Services.
- 1.2 **“Applicable US Data Protection Laws”** means, collectively and as amended, any applicable U.S. federal, state or local statute, law, or regulation applicable to a Party’s Processing of Personal Information including, but not limited to, the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act (“CCPA”), the Virginia Consumer Data Protection Act (“VCDPA”), the Colorado Privacy Act (“CPA”), the Connecticut Personal Data Privacy and Online Monitoring Act (“CPDPA”), the Utah Consumer Privacy Act (“UCPA”), and the Nevada Privacy Law (“NPL”).
- 1.3 **“Personal Information”** means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked with, directly or indirectly, a consumer or, under the CCPA, household. For the avoidance of doubt, Personal Information includes, but is not limited to, name, contact information (e.g., email, phone number and address), location data, online information, unique personal identifiers, IP addresses, search and browsing history and any other “personally identifiable information”, “personal data” or “sensitive personal information” as defined by Applicable US Data Protection Laws.
- 1.4 **“Process” or “Processing”** means any operation or set of operations that are performed on Personal Information or on sets of Personal Information, regardless of whether by automated means.
- 1.5 The terms **“Consumer”**, **“Contractor”**, **“Sell”**, **“Service Provider”**, and **“Share”** shall have the same meaning as in the Applicable US Data Protection Laws and, in each case, their cognate terms shall be construed accordingly.
2. **Data.** Ace agrees to collect from Retailer, and Retailer agrees to share with Ace, data related to Retailer’s retail store operations, including, but not limited to, point of sale data, inventory management data, and customer data .
3. **Services.** Ace collects this Data for purposes of advertising, analytics, compliance, operations, and merchandising, which Ace may use in its sole discretion including, but not limited to, the business of Ace, its retailers, its subsidiaries including franchisees. For the purposes of this Agreement, Retailer’s retail store operations shall include Retailer’s main store and any branch store location(s).
4. **Data Collection.**
  - 4.1 Retailer agrees that Ace may collect Data as needed.

- 4.2 The frequency and timing of Data collection is subject to change at any time by Ace without notice at its discretion.
- 4.3 A third-party agent may be used to collect and store Data from Retailer.
- 4.4 Retailer agrees to maintain, at Retailer's expense, a reliable telephone line, VPN connection or other data transmission means to facilitate the electronic transmission of Data.

**5. Processing of Personal Information.**

- 5.1 The Parties shall comply with all obligations applicable to the Parties under Applicable US Data Protection Laws in connection with its provision of Services under the Agreement and shall provide the same level of privacy and security protection as is required by Applicable US Data Protection Laws.
  - 5.2 To the extent that Ace discloses, Shares, or otherwise makes available Personal Information for the Services, Ace does so for the limited and specified purposes listed in a corresponding agreement and the applicable statements of work and order forms.
  - 5.3 The Parties shall follow appropriate cryptography standards with respect to Ace's Personal Information, including but not limited to key management and encryption of data in transit and data at rest.
  - 5.4 The Parties shall only Process Personal Information for the purpose of providing the Services. The Parties shall not retain, use, or disclose Personal Information for any purpose (including, but not limited to, any commercial purpose) other than to perform the Services. If requested by a Party, the other Party agrees it will not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate Personal Information related to a particular individual, household or device to any third party for monetary or other valuable consideration.
6. **Details of the Processing.** The subject matter, nature and purpose of the Processing is to enable Ace to provide the Services as described herein.

**7. Cooperation; Consumer Requests; Data Protection Assessments; Security**

- 7.1 Retailer shall promptly notify Ace if Retailer determines that it can no longer meet its obligations under Applicable US Data Protection Laws.
- 7.2 Upon the reasonable request of Ace, Retailer shall make available to Ace all information in Retailer's possession necessary to demonstrate the Retailer's compliance with the obligations under Applicable US Data Protection Laws.
- 7.3 Ace may take reasonable and appropriate steps to ensure that Retailer uses Personal Information transferred to Retailer in a manner consistent with Ace's obligations under Applicable US Data Protection Laws. Ace may, upon reasonable notice to Retailer, take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Information.
- 7.4 Retailer shall provide reasonable assistance to Ace in ensuring compliance with Ace's obligation to carry out data protection assessments, taking into account the nature of the Processing and the information available to Retailer.

- 7.5 Retailer shall notify Ace if Retailer receives a request from an individual or authorized agent relating to the individual's Personal Information that is Ace's Personal Information (a "Consumer Rights Request"). Retailer shall notify Ace and respond to Ace regarding the Consumer Rights Request within five (5) business days of receipt of the Consumer Rights Request and shall provide all details to Ace relating to any such Consumer Rights Request. At Ace's direction, Retailer shall cooperate and assist Ace by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Ace's obligations to respond to requests from Consumers exercising their rights under law or contract.
- 7.6 Retailer shall implement appropriate organizational and technical measures to protect the security of Personal Information and systems from unavailability, unauthorized Processing, access, destruction, use, modification, disclosure, or, any security incident or data breach as defined under applicable law ("Security Incident").
8. **Secure Return or Deletion.** At Ace's direction at any time, and in any event upon termination of the Retailer's membership with Ace, Ace will require Retailer to securely delete or return all of Ace's Personal Information.
9. **General.** Retailer represents and warrants that it complies, and at all times shall comply, with applicable laws, including Applicable US Data Protection Laws and any other laws related to data protection, privacy and security, as it relates to the Services.
10. **Termination.** Either Party may terminate this Agreement upon thirty (30) days advance written notice to the other Party. This Agreement will automatically terminate, without advance notice, upon the termination of the Retailer's Membership Agreement with Ace.
11. **Disclaimer.** NEITHER PARTY, NOR ANY THIRD PARTY SERVICE PROVIDER OR CONTRACTOR OF ACE, WILL BE LIABLE TO THE OTHER PARTY FOR ANY DIRECT, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE PERFORMANCE OF ITS OBLIGATIONS ARISING FROM OR UNDER THIS AGREEMENT.
12. **Amendment.** This Agreement may be amended by Ace upon ten (10) days prior written notice to Retailer. This Agreement supersedes any prior written agreements between the parties relating to the Data Collection Program.
13. **Compliance with Laws.** Each party shall comply with all statutes, laws and regulations applicable to the Processing of Personal Information hereunder.
14. **Certification.** By executing this Agreement, Retailer and Ace each certify it understands the restrictions on the Processing of Personal Information as set forth in this Agreement.

IN WITNESS WHEREOF, Ace and Retailer have executed this Agreement on the dates set forth below. (Insert **Full Legal Name** of Store's corporation/LLC, etc.)

**RETAILER LEGAL NAME**

Signature\_\_\_\_\_ Title\_\_\_\_\_



Printed\_\_\_\_\_

Date\_\_\_\_\_

Ace Store# \_\_\_\_\_

Epicor Store? \_\_\_\_\_

Main/Host Store # \_\_\_\_\_

Other System? \_\_\_\_\_

Epicor Customer # (if applicable) \_\_\_\_\_

**ACE HARDWARE LEGAL NAME**

Signature\_\_\_\_\_

Title\_\_\_\_\_

Printed\_\_\_\_\_

Date\_\_\_\_\_



# Ace Retailer Merchandise Service Agreement

The **Ace Retail Project Manager (PM)** reviews in full all pages with the Owner/Retailer, who then signs and dates the Agreement. Both pages of this signed document are to be received in the Corporate Office after the Retail Project Manager confirms the start date. This agreement is required to schedule Fixture and/or Décor and/or Merchandising Set-up services. Without a signed agreement on file resources for the project cannot be scheduled

|                             |                                   |                   |                                   |
|-----------------------------|-----------------------------------|-------------------|-----------------------------------|
| Store#:                     | <input type="text"/>              | Date:             | <input type="text"/>              |
| Store Name:                 | <input type="text" value="#N/A"/> | Project Type:     | <input type="text"/>              |
| Store Address:              | <input type="text" value="#N/A"/> | Division/DPM:     | <input type="text" value="#N/A"/> |
| Store Contact Name:         | <input type="text"/>              | Project Manager:  | <input type="text"/>              |
| Store Contact Phone #       | <input type="text"/>              | District Manager: | <input type="text" value="#N/A"/> |
| Store Contact Email Address | <input type="text"/>              | Regional Manager: | <input type="text" value="#N/A"/> |

## PROJECT TIME FRAME & PLAN DETAILS

|                                                                                                                                            |                                              |                                                      |                      |
|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|------------------------------------------------------|----------------------|
| Est. Start Date:                                                                                                                           | <input type="text"/>                         | Est. Completion Date:                                | <input type="text"/> |
| Store Days:                                                                                                                                | <input type="text"/>                         | Sales Area to be fixtured and Merchandised:          | <input type="text"/> |
| <small>*Working days store available for groups</small>                                                                                    |                                              | # of F/T Employees Provided by Store:                | <input type="text"/> |
| Store Hours:                                                                                                                               | <input type="text"/> to <input type="text"/> |                                                      |                      |
| <small>*Working hours available for groups</small>                                                                                         |                                              |                                                      |                      |
| Total Building Sq. Ft.                                                                                                                     | <input type="text"/>                         | Total Non POG skus to be merchandised into sections: | <input type="text"/> |
| \$ inventory Per Sq.Ft.                                                                                                                    | <input type="text"/>                         |                                                      |                      |
| Building Irregularities: <input type="text"/><br><small>Multi Level, Receiving Docks, Store Access, Difficult Floors, Low Ceilings</small> |                                              |                                                      |                      |
| Enter Special Request, constrictions or specific information not addressed:<br><input type="text"/>                                        |                                              |                                                      |                      |

## MERCHANDISING - SERVICES TO BE PERFORMED ('X' ALL THAT APPLY)

|                                                                                                                                                                                                                             |                                                       |                                                                          |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------------------------|--|
| <input type="checkbox"/> Merchandising Services                                                                                                                                                                             |                                                       |                                                                          |  |
| <input type="text"/> 4' sections POG                                                                                                                                                                                        | <input type="text"/> 4' sections Freehand             | <input type="text" value="0"/> Total 4ft' Sections                       |  |
| <input type="text"/> Endcaps                                                                                                                                                                                                | <input type="text"/> Clip Strips                      |                                                                          |  |
| <input type="text"/> Sliders POG                                                                                                                                                                                            | <input type="text"/> Sliders Freehand                 | <input type="text" value="0"/> Total Sliders                             |  |
| <input type="checkbox"/> If <b>REMODEL</b> project, select: <input type="text"/> Indicate all departments in Partial Remodel: <input type="text"/>                                                                          |                                                       |                                                                          |  |
| <input type="checkbox"/> Store will have an exterior Garden Center. Approximate number of 4ft sections to be merchandised <input type="text"/>                                                                              |                                                       |                                                                          |  |
| <input type="checkbox"/> Merchandising of Bulk Lay Down Area required. Approximate sq.ft. <input type="text"/>                                                                                                              |                                                       |                                                                          |  |
| <input type="checkbox"/> Ben Moore Chip Rack Installation Required: <input type="text"/>                                                                                                                                    |                                                       |                                                                          |  |
| <input type="checkbox"/> Assembly services required by Merchandising Service Organization                                                                                                                                   |                                                       |                                                                          |  |
| Cornerstone Format Size <input type="text"/>                                                                                                                                                                                |                                                       |                                                                          |  |
| <input type="text" value="#N/A"/> # of Weber Grills                                                                                                                                                                         | <input type="text" value="#N/A"/> # of Traeger        | <input type="text" value="#N/A"/> # of Pressure Washers                  |  |
| <input type="text" value="#N/A"/> # of Big Green Egg                                                                                                                                                                        | <input type="text" value="#N/A"/> # of Mowers         | <input type="text" value="#N/A"/> Other Display Installations not listed |  |
| Additional information (Bulk/Assembly):<br><input type="text"/>                                                                                                                                                             |                                                       |                                                                          |  |
| <input type="checkbox"/> Merchandising services <b>NOT</b> performed by Service Provider and/or Merchandiser for the following areas as these sections will be set by the <b>Vendor Direct Representative or Retailer</b> . |                                                       |                                                                          |  |
| <input type="text"/> 4ft sections of fasteners                                                                                                                                                                              | <input type="text"/> 4ft sections garden/power tools  |                                                                          |  |
| <input type="text"/> 4ft sections of paint                                                                                                                                                                                  | <input type="text"/> 4ft sections items not addressed | <input type="text"/>                                                     |  |
| Enter description of items not addressed above                                                                                                                                                                              |                                                       |                                                                          |  |
| Total of <input type="text" value="0"/> 4' sections <b>NOT</b> set by Merchandiser and/or Service Provider (This section total is not included in Merchandising Section count.)                                             |                                                       |                                                                          |  |

**Visual Merchandising (Labor ONLY)**

Completion date listed on this agreement is an estimate based on the proposed scope of work and is not necessarily meant to be the project end date

- ☐ Scope Visual Merchandise Package - cost to be contingent upon scope of work, project to have specific section count.
- ☐ Time Visual Merchandise Package - cost to be contingent upon time in project, number of weeks / days, overall cost can fluctuate based on objective of retailer
- ☐ Additional information (Merchandising):

**FIXTURE & DÉCOR INSTALLATION - SERVICES TO BE PERFORMED ('X' ALL THAT APPLY)**

- ☒ Cornerstone (Yes/No) ☒ Is the ceiling height 12' ft or higher ☐ If Yes, how many feet
- ☐ Installation of ☒ 4' sections of New Fixtures ☒ 4' sections of Pre-Owned Fixtures  Total 4' Sections
- Sliders  Endcaps
- ☐ Existing Fixtures  # fixtures being relocated  Additional information (Relocation/ Installation):

- ☐ Seismic Anchoring ☒ ☒ Total of base Brackets  to be anchored. (This includes labor and materials)
- Anchors are to be supplied by retailer unless otherwise specified.*

- ☐ Specialty Fixtures ☒ Multi Function Sections ☒ Lumber Cantilever Uprights
- ☒ Wide Span Sections ☒ Pallet Racking

- ☐ Relocation / installation of counters
- ☐ Paint Counter(s) ☐ Check Out Counter(s) ☐ Service Counter(s)
- ☐ Screen Table ☐ Glass Cutter (Screen table & glass cutter included in Full Service Package)

- ☐ Interior Signage, Décor install (Does not include installing flooring or electrical wiring) Scissor lift required for ceilings over 12 ft, to be provided by retailer. Retailer can request scissor lift to be provided by the service group for an additional fee. See equipment rental below. (Installation of complete décor package included in full service package)

**Cornerstone Décor**

- ☒ # of Barn Boxes ☒ # of Brand Canopies  # of Window Graphics
- ☒ # of Overhead Dept Signs ☒ # of Platforms  Pergola Installation (Y/N)

- ☐ Specialty Flooring for brand shops being installed? If Yes enter sq. ft'
- ☐ MSO Installation ☐ Retailer installation

- ☐ Additional information (Fixture & Decor):

**EQUIPMENT RENTAL - SERVICES TO BE PERFORMED ('X' ALL THAT APPLY)**

- ☐ Forklift Rental  week(s) ☐ Scissor Lift Rental  week(s) ☐ Rental of  Manual Pallet jacks for
- ☐ Gondola Train Rental  week(s). (\*Not supplied by Merchandising Vendor. Billed direct through Gondola Train and coordinated by the PM.)
- ☐ Dumpster required ☐ Storage Container required
- ☐ Additional Information (Equipment Rental):

**STORE PLANS INCLUDED WITH SET UP AGREEMENT ('X' ALL THAT APPLY)**

- ☐ As Built ☐ Fixture Plan ☐ Merchandise Plan ☐ Decor Plan

**\*\*As Built required for all Renovations**

**STORE PRICING LEVEL ('X' ALL THAT APPLY)**

- ☐ Ace Retail ☐ Level 1 ☐ Level 2
- Enter Additional Information for store pricing 

LOCATION CODING LABOR - SERVICES TO BE PERFORMED ('X' ALL THAT APPLY)

☐ Location coding services requested - Total of 4ft Sections

Enter Additional Information for **location coding** 

CONVERSION/REMODEL BIN TAGGING - SERVICES TO BE PERFORMED ('X' ALL THAT APPLY)

☐ All existing price labels to be replaced with NEW Ace price labels

Number of 4ft sections to replace all labels

DISPOSITION OF MERCHANDISE - SERVICES TO BE PERFORMED ('X' ALL THAT APPLY)

☐ Prior to the start of the Project Phase, the Retailer will determine which Discovery SKUs already on-hand in the store will go forward in newly set POGs and clearly identify them for the Merchandise Services Team. If the store is converting to Ace, "DSVRY" should already be listed in the lower right hand corner of the bin tag that Ace installed and that is sufficient. If not, the Retailer should clearly identify each SKU going forward in new POGs using options like:

☐ Green Dot all Discovery Sku's and Local Top Sellers intended to move to new POG's. Or...

☐ Place closeout bin tags on all SKUs that do not move to new POGs. SKUs without closeout bin-tags are then assumed to move to new POGs. Or...

☐ Instruct Store Associates to pull all SKUs that do not move to new POGs prior to starting the Project leaving SKUs that do. Or...

☐ Instruct Store Associates to pull all SKUs that are intended to move to new POGs and provide that product to the MSO Team

☐ The Retailer understands that any bin tag not denoted as "DSVRY" or otherwise identified to move into a new POG is to be considered closeout/liquidation product which will not be worked into new POGs.

☐ Merchandise Services will Accurately Separate SKUs that have been identified to move to New POGs from Closeout SKUs that will be liquidated. SKUs that move to new POGs will be placed in a provided container (Cardboard Box or RSC Tote) and moved to the new location. SKUs to be liquidated will be placed in a provided container along with the current bin tag and moved to a pre-determined back room area.

☐ Merchandise Services will bag items (along with the item's current bin tag) removed from existing POGs/fixtures sorted by SKU. This sorted, bagged product will be placed in provided container (Cardboard Box or RSC Tote). Merchandising Services will identify the outside of each container as "Move to New POG" or as "Closeout SKUs" along with the Department Name listed on the outside of the container.

☐ In order to ensure SKU Disposition Accuracy during the Project Phase, the Merchandise Services Lead (or designate) will review the separated containers of Discovery/Top Selling go-forward SKUs and non-go forward SKUs with the Retailer (or designate) on a daily basis. Adjustments will be made as necessary.

RETAILER RESPONSIBILITIES

☐ Retailer must dispose of all existing inventory of Product replaced by Ace Discovery Assortment Product. Remaining unsold closeout product will not be worked into newly set POGs. Large amounts of remaining unsold closeout product can delay the reset timeline and result in additional charges.

☐ The ability for the Merchandise Services Team to remain on Timeline is dependent on efficiencies. Retailer must ensure store is clean and orderly, no obstacles that impede moving totes and opti-packs of new Product into and out of store.

☐ Retailer may be responsible to move fixtures, check-out areas, electrical, install flooring or other tasks as part of the store reset. Retailer must ensure completion of these tasks does not impede the Merchandise Services Team's ability to stay on Timeline. See Narrative Below:

☐ Retailer or a designate will be available daily to meet with Merchandise Services Team Lead. Collaborate over completed and unfinished reset areas, timelines, quality of work and additional subjects.

☐ Retailer will be notified of additional Labor Costs "Change Orders" as they are identified.

☐ Floor Plans are reviewed and have Final Approval prior to start of Project. Changes to Approved Floor Plans during actual reset can result in additional Labor Charges to the Retailer

Retailer's Signature / Date (Retailer Responsibility Agreement)

AGREEMENT

Conditions and Expectations

Retailer's Initials

Fixture Plan

Retailer's Initials

Not Included

Retailer's Initials

All permits, including but not limited to hazmat, health department, building and fire are to be completed and approved prior to store services being rendered. Interruption of work while store setup is in progress due to incomplete or unapproved permits will require the retailer to be responsible for all costs incurred by Ace Hardware Corporation and affected business partners such as hotel, plane, rental car and all other travel-related costs associated with the rescheduling of the project. Hazmat requirements must be obtained well in advance of the start of the project. Failure to do so may result in delays and associated charges as listed above. Retailers cancelling a setup and/or merchandiser less than seven (7) days prior to the project start date are subject to the additional charges listed above.

Price is based on current Fixture, Merchandising and Décor plans. Any changes made to these plans prior to or during installation may result in additional charges or expenses to be incurred by the retailer. Please ensure that your staff is aware of the cost associated with changes after the agreement has been signed.

Any electrical wiring for canopy light fixtures, multi-function lighting or lighting fixtures for standard canopy. All electrical must be completed by a professional electrician (no electrical work will be completed by Set-up crew or Ace personnel).Wood vinyl flooring installation in the paint department or any other areas in the store, no electrical wiring of lights or pc hookups. Store must provide / use electrician for electrical hookup needs throughout the store.

PROJECT TOTAL

\*\* Check ONE for Installment Terms \*note exceptions \*

☐ 1 Installment - New Investor/First Branch Store

☐ 26 Equal Installments - if 26 installments selected

\$0.00

☐ Store Improvement Loan Initiated - 1 Installment

\*Does not qualify for installments, unless the Project Total is greater than the SIL

\*SIL projects do not qualify for installments

\*New Store or 1st Branch store do not qualify for installments

Loan. Only balance of what is not covered by SIL will be billed in installments.



????

Alternate Date/Bundle -- retailers discretion

\$0.00

\*Cost Reduction Initiative Savings\*

**Retailer's Signature / Date** *(Individual Services Quote Approval)*



# ACE RETAILER STORE PLANNING AGREEMENT

Revised 11.13.24

This service provides a professional detailed design for your new or existing store to meet Ace best practices. Using both AUTO-CAD and JDA Floor Planning software, all plans are designed and drawn by analyzing total space available and creating a functional floor layout that optimizes and maximizes floor space and utilizes the recommended fixtures, counters, and planograms. Initials are required to begin store planning work next to the desired services below and the revisions and payment lines; your signature indicates that you understand the terms and conditions listed on this agreement.

| INITIAL | SERVICE DESCRIPTIONS       | INCLUDES/DETAILS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | COST PER PLAN                |
|---------|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
|         | FULL-SERVICE PACKAGE       | <ul style="list-style-type: none"><li>Measuring services by our 3<sup>rd</sup> Party Vendor</li><li>Complete Fixture Plan &amp; Merchandise Plan per Ace Category Management &amp; Retail Development Best Practices (\$8,000 value)</li><li>Interior Store Décor Plan (\$1,250 value)</li><li>Interior LED Lighting Plan (\$1,000 value)</li><li>Store Location Code Plan (\$1,250 value)</li><li>Electrical/Data Plan (\$1000 value)</li><li>Gross Profit Dollar/Data Sales Analysis</li></ul> | \$7,000<br><b>BEST VALUE</b> |
|         | BUILDING ADDITION PLAN     | Includes a fixture plan and merchandising plan for a building addition. Store must have an existing CAD drawing on file completed no less than 3 years prior to date of signing. Does not include remerchandising of the existing CAD drawing for the original portion of the building.                                                                                                                                                                                                          | \$2,000                      |
|         | MERCHANDISE PLAN ONLY      | Utilize the existing fixture plan and re-merchandise only.                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$4,250                      |
|         | FIXTURE PLAN ONLY          | Plan containing fixtures only. Must have CAD file in house that is no less than 3 years prior to date of signing.                                                                                                                                                                                                                                                                                                                                                                                | \$3,250                      |
|         | DEPARTMENT PLAN ONLY       | Fixture and merchandise planned for a single department. Store must have an existing CAD drawing on file completed no less than 3 years prior to date of signing. Price is listed per department. Each department should be identified in details section below.                                                                                                                                                                                                                                 | \$1,250<br>per department    |
|         | GONDOLA OUTLINE (AS BUILT) | Measurement and identification of existing fixtures by 3rd Party vendor during initial measurement of building. Will differentiate between fixture vendors where multiple fixture types are present.                                                                                                                                                                                                                                                                                             | \$0.07<br>per retail sq foot |
|         | SHELF COUNT                | 3rd party vendor will document all shelf counts and sizes within each section. .                                                                                                                                                                                                                                                                                                                                                                                                                 | \$0.05<br>per retail sq foot |

STORE \_\_\_\_\_ PARENT STORE # \_\_\_\_\_ CHAIN \_\_\_\_\_ OLD STORE # (IF COO) \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
RETAILER NAME \_\_\_\_\_ RETAILER EMAIL \_\_\_\_\_ RETAILER PHONE \_\_\_\_\_  
APPROX RETAIL SQ. FT \_\_\_\_\_ DESIRED START MONTH \_\_\_\_\_ DATE BUILDING READY TO SURVEY \_\_\_\_\_  
RETAILER SIGNATURE \_\_\_\_\_ DATE SIGNED \_\_\_\_\_  
RETAILER OR PM NOTES FOR PLANNER OR SURVEYOR \_\_\_\_\_  
PROJECT MANAGER NAME \_\_\_\_\_ PROJECT TYPE \_\_\_\_\_ PROJECTING ELEVATE FORMAT? \_\_\_\_\_  
STIHL PROJECTED ON PLAN \_\_\_\_\_ BIG GREEN EGG PROJECTED ON PLAN \_\_\_\_\_ FIXTURES NEEDED \_\_\_\_\_  
STORE PLANNER \_\_\_\_\_ DEPARTMENTS IMPACTED (PARTIALS) \_\_\_\_\_  
NOTES \_\_\_\_\_ PROJECT # \_\_\_\_\_

**Revisions:** Each plan includes 3 major revisions (ex: major fixture changes, moving of multiple departments after preliminary merchandise plan has been created, etc.). Further revisions may result in additional charges of \$750 per revision for store planning work and will be communicated prior to the continuance of additional planning work

RETAILER'S INITIALS \_\_\_\_\_

**Payment:** Retailers will be billed upon completion of the on-site survey for the full fee, including any retailer charges from survey (gondola outlines/shelf counts). If no survey is needed, payment will begin after Kick-Off Call completes with Store Planning. Existing stores will be billed in 26 equal payments. New stores will be billed in one payment Invoice will reflect charges from STORE PLAN). Any additional charges from 3<sup>rd</sup> Party Vendor shall be passed onto Retailers and billed to Retailer upon completion of services.

RETAILER'S INITIALS \_\_\_\_\_

**PRS PROJECT SERVICES.** Please initial below. Your District Manager & PRS Consultant will work with you to schedule. Billing is independent of Store Planning and will be in 26 equal installments.

**REMODEL ENGAGEMENT** Focus on ensuring inventory accuracy. Obsolete inventory ("NOP") is identified and closed out. Location codes are loaded upon execution.  
RETAILER'S INITIALS \_\_\_\_\_ (\$1200)

**LOCATION CODE LOAD (ONLY)** New location codes are uploaded at the time of project execution. (\$750)  
RETAILER'S INITIALS \_\_\_\_\_

ACE HARDWARE CORPORATION ("ACE") MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND PLANS PREPARED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES THAT SUCH PLANS COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES, REGULATIONS OR CODES, AND RETAILER EXPRESSLY ASSUMES RESPONSIBILITY FOR COMPLIANCE WITH SUCH LAWS, RULES, REGULATIONS, AND CODES, INCLUDING BUT NOT LIMITED TO FEDERAL AND STATE AMERICANS WITH DISABILITIES ACT (ADA) REGULATIONS AND GUIDELINES. ACE'S LIABILITY TO RETAILER FOR SUCH SERVICES AND PLANS SHALL BE LIMITED TO THE TOTAL AMOUNT PAID TO ACE FOR SUCH SERVICES AND PLANS.

**STORE DEVELOPMENT AGREEMENT**  
**(TIER 1-3 Multi-Unit Capital Stock Financing Program)**

**THIS STORE DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between ACE HARDWARE CORPORATION, a Delaware corporation ("Ace"), and \_\_\_\_\_, a \_\_\_\_\_ organized in the state of \_\_\_\_\_ ("Retailer").

**Recitals**

- A. Retailer directly or indirectly owns and operates a total of \_\_\_\_\_ (\_\_\_\_\_) Ace-affiliated (i.e., Ace branded or individually branded) retail hardware stores (each, an "Existing Ace Store") in \_\_\_\_\_.
- B. Retailer is or shall become the borrower, and Ace is or shall become the lender, under a Multi-Unit Capital Stock Financing Program Loan Agreement and agreements related thereto (collectively, "Loan Documents") and executed concurrently herewith or subsequent to this Agreement and delivered by Retailer to Ace pursuant to Ace's Multi-Unit Capital Stock Financing Program ("Program").
- C. As a condition to Ace making any loan to Retailer under the Program, Ace requires that Retailer execute and deliver this Agreement to Ace.

**THEREFORE**, for and in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereby agree as follows:

1. **Requirement to Open Additional Ace Stores**; Ace Higher Ground Commitment

(a) Subject to all terms and conditions stated herein and in the Loan Documents, Retailer shall open, in the United States, two (2) ("Required Quota") Ace-affiliated retail hardware stores (each, an "Additional Ace Store") within the sixty (60)-month period that commences on the Effective Date (such sixty-month period defined herein as the "Mandated Period"), and thereafter own and operate each such Additional Ace Store.

(b) Subject to Ace's written consent, Retailer may designate an affiliated entity that is controlled by, or under common control with, Retailer (each a "Retailer's Designee") to open and thereafter own and operate each Additional Ace Store, provided, however, that Retailer's Designee(s) shall be, or become, a borrower under the Loan Documents for the Program and also a borrower, co-borrower or guarantor, as the case may be, under any and all loan documents for any other then-outstanding loan agreements with Ace under which Retailer is a borrower, co-borrower or guarantor.

(c) Retailer shall execute and commit to Ace's Higher Ground Visionary Commitment.

2. **Development Fee**.

(a) The fee ("Development Fee") is Five Thousand Dollars (\$5,000) for **each** Additional Ace Store.



(b) Concurrently with Retailer's execution and delivery of this Agreement, Retailer has paid Ten Thousand Dollars (\$10,000) to Ace in full payment of the total Development Fee for the Required Quota of Additional Ace Stores (i.e., \$5,000 for each Additional Ace Store).

(c) The Development Fee is non-refundable.

(d) Each time Retailer or Retailer's Designee applies to open an Additional Ace Store within the Mandated Period, Ace will deduct Five Thousand Dollars (\$5,000) from the amount of Ace's then-current membership application fee otherwise payable to Ace. Ace and Retailer acknowledge that as of the date hereof, Ace's per-store membership application fee is \$5,000 and, thus, unless and until Ace increases said fee, the Development Fee shall fully offset Ace's membership application fee for each Additional Ace Store.

### 3. **Application Process: Conversion Stores Included.**

(a) For each Additional Ace Store that Retailer is required hereunder to open, Retailer shall execute and deliver to Ace all membership, brand, stock subscription and other agreements and instruments, and shall submit all pro forma and other financial and other information as Ace shall require, consistent with Ace's then-standard protocols for new store applications. Ace shall not be obligated to approve any Additional Ace Store if

(i) the proposed Additional Ace store does not satisfy Ace's then-applicable financial, site and other criteria for new Ace-branded stores or (ii) Retailer or any of Retailer's affiliates is past due or otherwise not in full compliance with all of its obligations under each of its various agreements with Ace and its affiliates, including but not limited all representations, warranties and covenants applicable to Retailer or Retailer's affiliates pursuant to the Loan Documents . In addition, in connection with each Membership Application submitted for any Additional Ace Store, Ace reserves the right to review the financial and/or operational performance of any Existing Ace Store and/or Additional Ace Store already owned and operated by Retailer and its affiliates and to decline to approve any Additional Ace Store if the performance of the reviewed store(s) is not satisfactory to Ace in Ace's sole discretion. Ace's refusal to approve any membership application for an Additional Ace Store shall not relieve Retailer of its obligation to establish in accordance with this Agreement and, thereafter to own and operate, the Required Quota of Additional Ace Stores.

(b) If Retailer or an affiliate shall purchase and convert any existing retail hardware store to Ace membership as an Ace-affiliated store, such store so converted shall be deemed an Additional Ace Store (i.e., it **shall** be counted toward satisfaction of the Required Quota of Additional Ace Stores that Retailer is obligated hereunder to open during the Mandated Period).

### 4. **Events of Default: Ace's Remedies.**

4.1. **Events of Default.** Any of the following constitutes an Event of Default hereunder:

(a) Retailer fails to open the Required Quota of Additional Ace Stores prior to the expiration of the Mandated Period.

(b) At any time a balance exists under the Loan Documents for any Additional Ace Store, such Additional Ace Store's Ace membership is terminated (for any reason) or such Additional Ace Store is closed (unless it is relocated with Ace's

consent).

(c) Retailer breaches or otherwise fails to fully comply fully with the non-compete covenant contained in Section 6 herein.

#### 4.2. **Ace's Remedies.**

(a) If an Event of Default occurs under Section 4.1(a) above, Ace shall be entitled to exercise any or all of the following remedies:

i. enforcement of the non-compete provision in Section 6; **and/or**  
ii. treat such Event of Default as a default under the Loan Documents, provided, however, that notwithstanding the foregoing remedies, Ace shall not terminate the membership of any Existing Store or Additional Ace Store solely as result of any failure by Retailer to open in accordance with this Agreement, and thereafter own and operate, the Required Quota of Additional Ace Stores.

(b) If an Event of Default occurs under Sections 4.1(b) or (c) above, Ace shall, in addition to the rights and remedies specified in Section 4.2(a) above, be entitled to immediately accelerate Retailer's obligation to pay all then outstanding principal and interest due under the Loan Documents, whether or not such amounts would, in the absence of such Event of Default hereunder, then be due and payable.

5. **Assignment.** This Agreement is fully assignable by Ace and shall inure to the benefit of any assignee or other legal successor to the interest of Ace. This Agreement and the rights granted to Retailer hereunder are personal to Retailer and neither this Agreement, nor any of the rights granted to Retailer hereunder, may be voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, assigned or otherwise transferred or encumbered by Retailer. Retailer's Designee(s) is (are) not and shall not be deemed a third-party beneficiary of this Agreement.

#### 6. **Retailer's Covenant Not to Compete.**

(a) During the pendency of this Agreement, and for one year thereafter, except as otherwise approved in writing by Ace (which approval Ace may grant, withhold or condition in Ace's sole discretion) Retailer shall not, and shall cause Retailer's affiliates to not, directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or entity, own, maintain, engage in or have any interest in any non-Ace- affiliated business located in the United States which sells hardware, housewares, paint, and/or lawn and garden furniture and the like.

(b) Retailer expressly agrees that the existence of any claim it may have against Ace, whether or not arising from this Agreement or any other agreement between Ace and Retailer, or otherwise, shall not constitute a defense to Ace's enforcement of the covenant contained in Section 6(a).

(c) Retailer acknowledges that any failure to comply with the requirements of this Section 6 will cause Ace irreparable injury for which no adequate remedy at law may be available, and, notwithstanding the arbitration provision contained in Section 9 below, Retailer hereby accordingly consents to the issuance of an injunction prohibiting any conduct by Retailer in violation of the terms of this Section 6. Ace may also avail itself of any other legal or equitable rights and remedies which it may have under this Agreement or otherwise.

7. **Waiver of Provisions.** Failure of either party to insist, in one or more instances, on performance by the other in strict accordance with the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any right granted hereunder or of the future performance of any such other term or condition of this Agreement, unless such waiver is in a writing signed by or on behalf of both parties.
8. **Notices.** Any notice or other communication required or permitted hereunder shall be deemed sufficiently given if personally delivered, mailed or sent by overnight courier to the address specified on **Exhibit A**. Any party may change its mailing address by giving notice to the other party in the manner herein provided.
9. **Governing Law; Dispute Resolution.** This Agreement is executed and delivered in, and shall be governed, construed and enforced in accordance with the laws of, the State of Illinois, without regard to its conflicts of law rules. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
10. **Entire Agreement.** This Agreement (including the preamble and recitals set forth above and all exhibits attached hereto, each of the foregoing of which by this reference is hereby incorporated herein) contains the sole and entire agreement between the parties hereto with respect to the matters contained herein and supersedes all prior or contemporaneous discussions and agreements between the parties, either oral or written, and any such prior or contemporaneous agreements shall, from and after the date hereof, be null and void.
11. **Modification and Amendment.** This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.
12. **Ace Consents and Approvals.** With respect to every instance in this Agreement which references Ace's consent or approval, Retailer expressly acknowledges and agrees that Ace may grant, withhold or condition such consent or approval as Ace in its sole discretion shall determine.

**IN WITNESS WHEREOF**, each of the undersigned by its respective duly authorized representatives has executed this Agreement as of the date first above written.

ACE HARDWARE CORPORATION

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

RETAILER: \_\_\_\_\_

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Parent Store No: \_\_\_\_\_

**EXHIBIT A**  
**TO STORE DEVELOPMENT AGREEMENT**

1. Addresses for notices:

**If to Ace Hardware Corporation:**

Vice President, Retail Operations  
2915 Jorie Blvd  
Oak Brook, Illinois 60523-2100  
(630) 990-6600

With a copy to:

General Counsel, Law Department  
2915 Jorie Blvd  
Oak Brook, IL 60523-2100  
(630) 990-6600

**If to Retailer:**

---

---

---

---

Phone: \_\_\_\_\_

## MULTI-UNIT CAPITAL STOCK FINANCING PROGRAM

### LOAN AGREEMENT (TIER 1-3)

This MULTI-UNIT CAPITAL STOCK FINANCING PROGRAM LOAN AGREEMENT (as amended, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of \_\_\_\_\_, 20\_\_\_\_ by and among *Insert full name of Borrower’s legal entity, a Insert state of incorporation/organization and type of entity i.e., corporation, limited liability company* (the “**Borrower**”) and ACE HARDWARE CORPORATION, a Delaware corporation (the “**Lender**”).

The Borrower has or will enter into a certain Store Development Agreement or Area Development Agreement with Lender (the “**Development Agreement**”) pursuant to which the Borrower has committed to Lender to acquire, develop and open not less than two (2) new Ace affiliated retail hardware stores during a period of five (5) years.

The Borrower has requested that the Lender make available to it a term loan in connection with each such Ace affiliated retail hardware store to be developed and/or acquired by the Borrower, and the Lender is willing to do so on the terms and conditions set forth herein.

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

#### ARTICLE 1 DEFINITIONS AND ACCOUNTING TERMS

1.1 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

“**Acceleration Event of Default**” has the meaning specified in Section 7.2(b).

“**Affiliate**” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified.

“**Base Rate**” means, for any day, a fluctuating rate per annum equal to the rate of interest in effect for such day as the "prime rate" as publicly reported from time to time in the Wall Street Journal, Midwest Edition, under the section entitled "Money Rates" as the average per annum rate of interest charged on commercial loans posted by at least 75% of the nation's thirty (30) largest banks; provided that the Base Rate shall initially be set on the date of the funding of the relevant Loan and shall thereafter change quarterly effective as of the first day of each calendar-year quarter occurring thereafter (each an “**Interest Reset Date**”) (and such rate, subject to the imposition of a default rate of interest, shall remain unchanged until the next Interest Reset Date to occur at which time it will reset per the publication in the Wall Street Journal as indicated above); provided further that if the Wall Street Journal is not published on an Interest Reset Date, the rate applicable from and after such Interest Reset Date until the next Interest Reset Date shall be the rate most recently publicly reported in the Wall Street Journal.

**“Borrower”** means, collectively, and jointly and severally, each Person identified as the Borrower in the preamble to this Agreement, together with each other Person that becomes a Borrower pursuant to Section 5.14 or otherwise.

**“Business Day”** means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the State of Illinois.

**“Change of Control”** means an event or series of events by which the Principal Shareholders shall cease to have at least the minimum ownership percentage with respect to the equity securities of the Borrower entitled to vote for members of the board of directors or equivalent governing body of the Borrower on a fully-diluted basis. As used herein, “minimum ownership percentage” means the greater of (i) 90% of the ownership percentage which the Principal Shareholders, as of the date hereof, have of the equity securities of the Borrower entitled to vote for members of the board of directors or equivalent governing body of the Borrower and (ii) 50.1%.

**“Closing Date”** means, for each Loan, the first date that all the conditions precedent to such Loan in Section 3.1 or Section 3.2, as applicable, are satisfied or waived by the Lender.

**“Debtor Relief Laws”** means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

**“Default”** means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

**“Development Agreement”** has the meaning specified in the Recitals.

**“ERISA”** means the Employee Retirement Income Security Act of 1974.

**“Event of Default”** has the meaning specified in Section 7.1.

**“Financial Statements”** means the *insert type of financial statement (i.e., unaudited, audited, reviewed, compiled) included with application* consolidated balance sheet of the Borrower for the relevant fiscal year, and the related consolidated statements of income or operations, shareholders’ equity and cash flows for the relevant fiscal year, including the notes thereto. As used herein, “relevant fiscal year” means (i) if the date hereof is after March 31 of the current year or if financial information for the most recently ended fiscal year of the Borrower is available, the most recently fiscal year of the Borrower, otherwise (ii) the fiscal year of the Borrower immediately preceding the most recently ended fiscal year of the Borrower.

**“GAAP”** means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting

Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

**“Good Credit Standing”** means that no amount due and owing by the Borrower to Lender has not been paid in full when due and that the Borrower is not otherwise in breach or default in any monetary obligations owing to Lender.

**“Guarantors”** means, collectively, each Person that becomes a guarantor of the Obligations (or any part thereof) pursuant to Section 5.14 or otherwise.

**“Guaranty”** means any guaranty made by a Guarantor in favor of the Lender.

**“Indebtedness”** means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP: (a) all obligations of such Person (i) under capital leases, (ii) for borrowed money and (iii) evidenced by bonds, debentures, notes, loan agreements or other similar instruments; (b) all direct or contingent obligations of such Person arising under letters of credit, bankers’ acceptances, bank guaranties, surety bonds and similar instruments; (c) net obligations of such Person under any swap contract or other hedging transaction; (d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business); (e) indebtedness secured by a Lien on property owned or being purchased by such Person, whether or not such indebtedness shall have been assumed by such Person or is limited in recourse; (f) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any equity interest in such Person or any other Person; and (g) all guarantees of such Person in respect of any of the foregoing. For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is non-recourse to such Person.

**“Indemnitees”** has the meaning specified in Section 8.4(b).

**“Investment”** means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of capital stock or other securities of another Person, (b) a loan or advance to, guarantee or assumption of debt of, or purchase or other acquisition of any other debt participation or debt interest in, another Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor guarantees Indebtedness of such other Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit.

**“Lien”** means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or

other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

**“Loan”** means each term loan made by the Lender to the Borrower hereunder as evidenced by a Note and **“Loans”** means all such Loans collectively.

**“Loan Amount”** means, with respect to each Loan, an amount equal to the lesser of (a) \$300,000.00 or (b) the aggregate cash investment made by Borrower toward the acquisition and development of the Relevant Store Location with respect to which the Loan is to be made and evidenced by documentation satisfactory to Lender.

**“Loan Documents”** means this Agreement, the Notes, any Guaranty, any Security Agreement and any other instruments, agreements or other documents executed and delivered to Lender in connection with the Loans.

**“Loan Parties”** means, collectively, the Borrower and each Guarantor.

**“Material Adverse Effect”** means (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent) or condition (financial or otherwise) of the Borrower; (b) a material impairment of the ability of any Loan Party to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document to which it is a party.

**“Maturity Date”** means, for each Loan, the date ten (10) years after the Closing Date of such Loan.

**“Note”** means each promissory note made by the Borrower in favor of the Lender to evidence a Loan and **“Notes”** means all such Notes collectively.

**“Obligations”** means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to the Loans of the Borrower to which the Lender or its Affiliate is a party, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

**“Organization Documents”** means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws; (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable governmental authority in the jurisdiction of its formation or organization.



**“Payment Date”** means, for each Loan, April 30 of each calendar year until the applicable Maturity Date or such date the Loan is sooner paid in full; provided, that if any such date is not a Business Day, then the Payment Date in respect of such date shall be the next succeeding Business Day.

**“Permitted Liens”** has the meaning set forth in Section 6.1.

**“Person”** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

**“Principal Shareholders”** means each Person, other than a Borrower, which is or becomes both (i) a stockholder of the Lender or an owner, directly or indirectly, of majority-voting control of a stockholder of the Lender, and (ii) an owner, directly or indirectly, of more than 50%, on a fully diluted basis, of the outstanding equity securities of a Borrower (including for such calculations any stock ownership of the spouses and children of such Person and trusts established for the benefit of the foregoing).

**“Relevant Store Location”** means each additional Ace affiliated retail hardware store which Borrower acquires and/or develops in accordance with the Development Agreement (which shall not, prior to date of this Agreement, have been owned or operated by the Borrower or its Affiliates (including, without limitation, the Principal Shareholders)) and with respect to which a Loan is made under this Agreement and **“Relevant Store Locations”** means all such Relevant Store Locations collectively.

**“Restricted Payment”** means any dividend or other distribution (whether in cash, securities or other property) with respect to any capital stock or other equity interest of the Borrower, any payment (whether in cash, securities or other property) on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such equity interest, or any other payment on account of any return of capital to the Borrower’s stockholders, partners or members (or the equivalent Person thereof).

**“Retail Standards Compliant”** means that the Borrower is in compliance with: (i) the General Member Standards under and as defined in the Borrower’s membership agreement with the Lender, as the same may be amended, modified or supplemented from time to time; and (ii) if the Borrower is a party to an Ace Brand Agreement with the Lender, the Borrower is in compliance with the Ace Brand Standards under and as defined in such agreement, as the same may be amended, supplemented or otherwise modified from time to time.

**“RSC Purchases”** means warehouse, stop and bulletin purchases with respect to the Relevant Store Locations.

**“Security Agreement”** means any security agreement made by a Borrower in favor of the Lender.

**“Significant Shareholder”** means each Person, other than a Principal Shareholder or a Borrower, that is or becomes the holder of 10% or more of the equity interests (whether directly or indirectly) of a Borrower.

“**Subsidiary**” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person.

1.2 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words “herein,” “hereof” and “hereunder,” and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including;” the words “to” and “until” each mean “to but excluding;” and the word “through” means “to and including.”

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.3 Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in

a manner consistent with that used in preparing the Financial Statements, except as otherwise specifically prescribed herein.

## ARTICLE 2 THE LOAN; MECHANICS

### 2.1 Loans.

(a) Upon satisfaction of the conditions precedent set forth in Section 3.1 hereof, and subject to the representations, warranties, covenants and conditions contained in this Agreement and the other Loan Documents, the Lender agrees to make, on the applicable Closing Date, an initial Loan in the applicable Loan Amount to the Borrower with respect to the initial Relevant Store Location.

(b) Upon satisfaction of the conditions precedent set forth in Section 3.2 hereof, and subject to the representations, warranties, covenants and conditions contained in this Agreement and the other Loan Documents, the Lender agrees to make, on the applicable Closing Date, an additional Loan in the applicable Loan Amount to the Borrower with respect to each additional Relevant Store Location opened by Borrower pursuant to and in accordance with the Development Agreement. Notwithstanding the foregoing, Lender will have no obligation to make any additional Loans or advances after the termination or expiration of the five (5) year term of the Development Agreement.

(c) The Lender may, in its sole and absolute discretion, make any Loan to the Borrower in the form of one or more advances for credit against statements for good and services provided by the Lender to the Borrower with respect to the Relevant Store Location with respect to which the Loan is made, as and when such statements are generated by the Lender.

2.2 Prepayments. The Borrower may, at any time or from time to time voluntarily prepay the Loans in whole or in part without premium or penalty; provided that any prepayment shall be in a principal amount of \$5,000.00 or a whole multiple of \$5,000.00 in excess thereof or, if less, the entire principal amount thereof then outstanding. Any prepayment of the Loans shall be accompanied by all accrued interest on the amount prepaid, together with any other amount then due under the Loan Documents with respect to any Loan. Any prepayment in respect of a Loan shall be applied to the remaining scheduled principal installments in respect of the Loan in inverse order of maturity (i.e, first applied to amounts due on the Maturity Date until reduced to zero).

### 2.3 Repayment of Loans. Each Loan shall be repaid as follows:

(a) Commencing with the first Payment Date occurring after the applicable Closing Date, the Borrower shall make amortizing principal repayments of the Loan on the basis of a level payment amortization schedule (i.e., each level payment will consist in part of interest and in part of principal) determined by the Lender based on a term of 10 years

and on the interest chargeable from time to time in respect of the Loan as provided in Section 2.4 below.

(b) The Lender shall notify the Borrower of the initial amount of the level payment referred to in clause (a) above prior to the Payment Date referred to in clause (a) above and the Lender shall notify the Borrower from time to time of any changes in the amount of the level payment (and any corresponding changes in the amortization schedule with respect to the principal amount of the Loan) resulting from changes in the interest rate chargeable under Section 2.4 or from changes in the Base Rate (it being understood that a failure or delay by the Lender to notify the Borrower of changes in the level amount due and payable with respect to a Payment Date or successive Payment Dates shall not affect the principal or interest actually owed or owing in respect of the Loan.)

(c) The first nine (9) annual amortizing installments of principal and interest on each Loan will be due and payable as follows:

(i) If Borrower is eligible to make all or any portion of such payment by application of non-cash patronage dividends in accordance with Section 2.7(b), then Borrower shall be deemed to elect to make such payment, by application of available non-cash patronage dividends to the maximum extent it may do so in accordance with Section 2.7(b) and Lender will be authorized to effectuate the making of such payment on the applicable Payment Date. Notwithstanding the foregoing, Borrower may elect to have the payment billed and paid in the manner set forth in subsection (ii) below, if it notifies Lender in writing at least thirty (30) days prior to the Payment Date of its intent to make payment in cash.

(ii) To the extent all or any portion of such payment may not or will not be paid by application of non-cash patronage dividends pursuant to subsection (i), Lender will bill the amount of such payment on the bi-weekly billing statement submitted by Lender to Borrower for merchandise and services purchased by Borrower from Lender during the period including the applicable Payment Date, and such payment shall be due and payable on the due date then applicable to the billing statement on which such payment is billed and shall be paid to the Lender in the manner applicable to such billing statement, or in such other manner as may be agreed by Lender in writing. Any payment billed on a bi-weekly billing statement and not paid when due will incur late payment service charges as set forth in such bi-weekly billing statement, in addition to interest accruing under this Agreement.

(d) On the Maturity Date of each Loan, the Borrower shall pay to the Lender the entire outstanding principal balance of such Loan, together with all accrued and unpaid interest thereon and any and all other Obligations hereunder with respect to such Loan, without any notice or demand from Lender whatsoever. To the extent Borrower is eligible to make such payment by application of non-cash patronage dividends in accordance with Section 2.7(b), then Borrower shall be deemed to elect to make such payment, by application of available non-cash patronage dividends to the maximum extent it may do so

in accordance with Section 2.7(b) and Lender will be authorized to effectuate the making of such payment on the Maturity Date. Notwithstanding the foregoing, Borrower may elect to pay such payment in cash if it notifies Lender in writing at least thirty (30) days prior to the Maturity Date of its intent to make payment in cash. To the extent not paid by application of non-cash patronage dividends, payment of the principal and interest of each Loan and any and all other Obligations with respect to such Loan on the Maturity Date shall be paid by the Borrower in immediately available funds not later than 1:00 p.m. Chicago time on the Maturity Date.

#### 2.4 Interest.

(a) Subject to the provisions of subsection (b) below, each Loan shall bear interest on the outstanding principal amount thereof from the Closing Date at a rate of interest equal to the Base Rate plus One Percent (1.0%) per annum.

(b) While any Event of Default exists, the Borrower shall pay interest on the principal amount of all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Base Rate plus Six Percent (6.0%) per annum, to the fullest extent permitted by applicable law.

(c) Accrued and unpaid interest on any past due amounts shall be due and payable upon demand.

(d) Interest on each Loan shall be due and payable on each applicable Payment Date occurring after the Closing Date of the Loan as part of the level payments referred to under Section 2.3 above and on the Maturity Date of the Loan. Interest on each Loan shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.5 Computation of Interest. All computations of interest shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed.

2.6 Evidence of Debt. Each Loan shall be evidenced by an account or record maintained by the Lender in the ordinary course of business. The account or record maintained by the Lender shall be conclusive absent manifest error of the amount of the Loan to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations.

#### 2.7 Payments.

(a) All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff.

(b) At Borrower's option, Borrower may make any payments of principal or interest of each Loan by application of non-cash patronage dividends held by any Borrower attributable to any of its Ace affiliated retail hardware stores; provided that: (i) after giving

effect to such application of such non-cash patronage dividends, Borrower will hold, in the aggregate, an amount of non-cash patronage dividends not less than \$5,000.00 for each of its Ace affiliated retail hardware stores; and (ii) after giving effect to such application of such non-cash patronage dividends, Borrower will be in all respects in compliance with the Development Agreement and no Event of Default will exist under this Agreement. In addition, Borrower may not make any prepayment of any Loan, in whole or in part, by application of non-cash patronage dividends unless and until such time as Borrower has repaid and discharged in full any and all existing loans from Lender to any Borrower which are so-called Capital Stock Loans or Equity Match Loans.

(c) Borrower agrees and acknowledges that there is no assurance that non-cash patronage dividends will be issued or available to Borrower to make any or all required payments of any Loan. Borrower further agrees and acknowledges that Lender may, in its sole discretion, apply any cash and non-cash patronage dividends otherwise payable to Borrower to any other obligation or indebtedness owed by Borrower or Borrower's Affiliates to Lender. Except where payment is made by application of non-cash patronage dividends in accordance with this Section 2.7, Borrower is obligated to make all payments required under this Agreement and the other Loan Documents when due, in full and in cash.

### ARTICLE 3 CONDITIONS PRECEDENT TO LOAN

3.1 Conditions to Initial Loan. The obligation of Lender to make the initial Loan is subject to the satisfaction of the following conditions:

(a) Lender's receipt of the following, each properly executed by an officer of the signing Loan Party, each dated the Closing Date of the initial Loan (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance satisfactory to Lender:

- (i) the Development Agreement;
- (ii) three (3) executed counterparts of this Agreement by each Person required to be a Borrower under Section 5.14;
- (iii) a Note for the initial Loan executed by each Person required to be a Borrower under Section 5.14;
- (iv) three (3) executed Security Agreements by each Person required to be a Borrower under Section 5.14;
- (v) original stock certificates representing all Class C capital stock of Ace Hardware Corporation owned by each Borrower and each Guarantor, together with assignments separate from certificate duly executed in blank therefor;
- (vi) three (3) executed Guarantees by each Person required to be a Guarantor under Section 5.14;

(vii) a landlord waiver or other collateral access agreement, in form and substance satisfactory to Lender, for each location at which collateral in which Lender is granted a security interest under a Security Agreement is located;

(viii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of officers of each Loan Party as the Lender may require;

(ix) such documents and certifications as Lender may require to evidence that each Loan Party is duly organized or formed, and that the Borrower is validly existing, in good standing and qualified to engage in business in its state of organization;

(x) such UCC, judgment, tax and other lien searches as Lender may require to evidence that the collateral in which Lender is granted a security interest is free and clear from all Liens other than Permitted Liens;

(xi) a certificate of an officer of each Loan Party stating that no consents, licenses or approvals are required for the execution, delivery and performance of the Loan Documents; and

(xii) for loans greater than either \$200,000.00 or greater than the aggregate cash investment made by Borrower towards the acquisition and development of the Relevant Store Location, a Right of First Refusal Agreement with Lender executed by the Borrower.

(b) Lender shall have received such documentation as Lender may require to evidence the amount of the aggregate cash investment made by Borrower toward the acquisition and development of the applicable Relevant Store Location;

(c) Borrower shall have paid to Lender a commitment fee in an amount equal to one percent (1%) of the Loan Amount of the Loan;

(d) If required by Lender, Borrower shall have a binding commitment letter from Borrower's senior lender(s) to provide a mortgage loan and/or an operating line of credit with respect to the applicable Relevant Store Location, in amounts and in form and substance acceptable to Lender;

(e) Lender shall have approved the Ace affiliation of the applicable Relevant Store Location;

(f) Any existing loans from Lender to the Borrower which is a so-called Capital Stock Loan or Equity Match Loan shall have been modified to provide for repayment of such loan by application of non-cash patronage dividends held by any Borrower with respect to any of their Ace affiliated retail hardware stores;

(g) The representations and warranties of the Borrower in Article 4 below are true and correct in all respects as of the Closing Date as if made on such date; and

(h) No Default or Event of Default shall exist as of the Closing Date.

3.2 Conditions to each Additional Loan. The obligation of Lender to make any Loan after the initial Loan is subject to the satisfaction of the following conditions:

(a) Lender's receipt of the following, each properly executed by an officer of the signing Loan Party, each dated the Closing Date of the Loan (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance satisfactory to Lender:

(i) a Note for the Loan executed by each Person required to be a Borrower under Section 5.14 in favor of Lender;

(ii) such reaffirmations of guaranties, security agreements, pledges or other agreements or certificates of the Borrower or Guarantors as the Lender may require;

(iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of officers of each Loan Party as the Lender may require;

(iv) such documents and certifications as Lender may require to evidence that each Loan Party is duly organized or formed, and that the Borrower is validly existing, in good standing and qualified to engage in business in its state of organization;

(v) such UCC, judgment, tax and other lien searches as Lender may require to evidence that the collateral in which Lender is granted a security interest is free and clear from all Liens other than Permitted Liens; and

(vi) a certificate of an officer of each Loan Party stating that no consents, licenses or approvals are required for the execution, delivery and performance of the Loan Documents;

(b) Lender shall have received such documentation as Lender may require to evidence the amount of the aggregate cash investment made by Borrower toward the acquisition and development of the applicable Relevant Store Location;

(c) Borrower shall have paid to Lender a commitment fee in an amount equal to one percent (1%) of the Loan Amount of the Loan;

(d) If required by Lender, Borrower shall have a binding commitment letter from Borrower's senior lender(s) to provide a mortgage loan and/or an operating line of



credit with respect to the applicable Relevant Store Location, in amounts and in form and substance acceptable to Lender;

(e) Lender shall have approved the Ace affiliation of the applicable Relevant Store Location;

(f) The representations and warranties of the Borrower in Article 4 below are true and correct in all respects as of the Closing Date as if made on such date; and

(g) No Default or Event of Default shall exist as of the Closing Date.

#### ARTICLE 4 REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender that:

4.1 Standing with Lender. The Borrower is a retailer affiliated with Lender in good standing (including, without limitation, being Retail Standards Compliant with respect to all of its Ace affiliated retail hardware stores and in Good Credit Standing).

4.2 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is party, have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (i) any agreement or other contractual obligation to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (ii) any order, injunction, writ or decree of any governmental authority or any arbitral award to which such Person or its property is subject; or (c) violate any law or governmental regulation applicable to such Person or its property.

4.3 Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any governmental authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document.

4.4 Binding Effect. This Agreement has been, and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms.

4.5 Financial Statements; No Material Adverse Effect.

(a) The Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; (ii) fairly present the financial condition of the Borrower as of the date

thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (iii) show all material indebtedness and other liabilities, direct or contingent, of the Borrower and its Subsidiaries as of the date thereof, including liabilities for taxes, material commitments and Indebtedness.

(b) Since the date of the Financial Statements through and including the Closing Date, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

4.6 Absence of Defaults under Material Agreements. Borrower is not in breach or default, and no condition exists which with the giving of notice or passing of time would result in a breach or default, under any (a) instrument or agreement evidencing indebtedness for borrowed money, (b) lease or sublease of real property, (c) insurance policy or other insurance contract.

4.7 Taxes. Borrower has timely filed all tax returns and reports required by law to have been filed by it. Such returns are in all material respects true, correct and complete. Borrower has paid all taxes, governmental charges and assessments required to be paid by it when due and payable.

4.8 Litigation. There are no actions, suits, proceedings, claims or disputes pending or threatened or contemplated, at law, in equity, in arbitration or before any governmental authority, by or against the Borrower or any of its Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or any of the transactions contemplated hereby, or (b) either individually or in the aggregate, if determined adversely, could reasonably be expected to have a Material Adverse Effect.

4.9 Ownership of Property; Liens. The Borrower has good title to, or valid leasehold interests in, all real and personal property necessary or used in the ordinary conduct of its business, subject to no Liens other than Permitted Liens.

4.10 Subsidiaries; Equity Interests. Except as set forth on Schedule 4.10, the Borrower has no Subsidiaries. Except as set forth on Schedule 4.10, the Borrower has no equity investments in any other corporation or other Person. All of the outstanding equity interests in the Borrower have been validly issued and are fully paid and nonassessable.

4.11 Compliance with Laws. The Borrower is in compliance in all material respects with the requirements of all laws and governmental regulations and all orders, writs, injunctions and decrees applicable to it or to its properties.

4.12 Disclosure. No report, financial statement, certificate or other information furnished (whether in writing or orally) by or on behalf of any Loan Party to the Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case, as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any

material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

## ARTICLE 5 AFFIRMATIVE COVENANTS

So long as any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, the Borrower shall:

5.1 Financial Statements. Deliver to the Lender, in form and detail satisfactory to the Lender:

(a) as soon as available, but in any event within ninety (90) days after the end of each fiscal year of the Borrower, a consolidated balance sheet of the Borrower with respect to each Relevant Store Location as at the end of such fiscal year, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, which shall at Lender's request be either unaudited, audited, reviewed, or compiled and, when requested by Lender, be accompanied by a report and opinion of an independent certified public accountant, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit to which Lender objects<sup>1</sup> (together with, if the Borrower has more than one retail location, a consolidated balance sheet and consolidated statements of income and operations for the Borrower on the same basis as the financial statements provided with respect to the Relevant Store Location); and

(b) as soon as available, but in any event within thirty (30) days after the end of each calendar month, an unconsolidated balance sheet of the Borrower with respect to each Relevant Store Location as at the end of such month, and the related unconsolidated statements of income or operations, shareholders' equity and cash flows with respect to the Relevant Store Location for such month and for the portion of the Borrower's fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding month of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail.

As to any information contained in materials furnished pursuant to Section 5.2(c), the Borrower shall not be separately required to furnish such information under clause (a) or (b) above, but the foregoing shall not be in derogation of the obligation of the Borrower to furnish the information and materials described in clauses (a) and (b) above at the times specified therein.

---

<sup>1</sup> Audited financial statements will only be required to the extent that the Lender's total exposure to Borrower under patronage loan programs is \$1.0MM or more aggregate principal amounts. If total exposure is more than \$500K and less than \$1.0MM then the statements must be reviewed by a CPA. If the total exposure is \$500K or less then the statements must be compiled by a CPA.

5.2 Certificates; Other Information. Deliver to the Lender, in form and detail satisfactory to the Lender:

(a) within 45 days after the end of each calendar quarter, a certificate attesting to Borrower's compliance with its covenants under this Agreement and the absence of any Defaults hereunder, together with a computation in such detail as Lender may require, showing compliance by the Borrower with the financial covenants set forth in Section 6.8, and certified as accurate by an officer of the Borrower;

(b) promptly after the receipt thereof by any Loan Party, copies of any notices or written communications received from any holder of debt securities of any Loan Party or any Subsidiary thereof regarding any existing or alleged default or event of default under the terms of any indenture, loan or credit or similar agreement;

(c) in the event there has been a sale, transfer or other disposition of any retail location owned by the Borrower (collectively, "**Company Location**") during a fiscal quarter, concurrently with the financial statements delivered pursuant to Section 5.1(b) above, notification of such sale; and

(d) promptly, such additional information regarding the business, financial or corporate affairs of the Borrower, or compliance with the terms of the Loan Documents, as the Lender may from time to time reasonably request.

5.3 Notices. Promptly notify the Lender (a) of the occurrence of any Default, (b) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect; and (c) of any material change in accounting policies or financial reporting practices by the Borrower. Each notice pursuant to this Section shall be accompanied by a statement of an officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto. Each notice pursuant to Section 5.3(a) shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached.

5.4 Payment of Obligations. Pay and discharge as the same shall become due and payable, all its obligations and liabilities, including, without limitation all liabilities to lenders, landlords and insurance carriers.

5.5 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the laws of the jurisdiction of its organization; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation of which could reasonably be expected to have a Material Adverse Effect.

5.6 Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted; and (b) make all necessary repairs thereto and renewals

and replacements thereof except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

5.7 Compliance with Law. Comply in all material respects with the requirements of all laws and governmental regulations and all orders, writs, injunctions and decrees applicable to it or to its business or property.

5.8 Taxes. Timely file all tax returns and reports required by law to be filed by it, cause all such tax returns and reports to be in all material respects true, correct and complete and pay all taxes, governmental charges and assessments required to be paid by it when due and payable.

5.9 Books and Records. Maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of the Borrower.

5.10 Inspection Rights. Permit representatives and independent contractors of the Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, as often as may be desired by the Lender.

5.11 Use of Proceeds. Use the proceeds of each Loan for the purchase of goods and services from Lender or for costs and expenses in connection with the acquisition, development and opening of the applicable Relevant Store Location.

5.12 Member Status; Store Location Existence.

(a) Maintain the Borrower's status as a retailer affiliated with Lender; and

(b) Continue to own and operate each Relevant Store Location and each other Ace affiliated retail hardware store owned and operated by Borrower during the term of this Agreement as an Ace affiliated retail hardware store (unless the Relevant Store Location is relocated in accordance with any applicable rules, restrictions, policies and procedures of Lender and such relocated store continues to be owned and operated by Borrower).

5.13 Ace ACH Electronic Payment Program. To at all times cause each Relevant Store Location to be enrolled in and use the Ace ACH electronic payment program, as from time to time in effect.

5.14 Additional Borrowers and Guarantors.

(a) Cause each Person which either:

(i) both (A) owns, directly or indirectly, more than 50%, on a fully diluted basis, of the outstanding equity securities of the Borrower and (B) owns or operates an Ace affiliated retail hardware store; or

(ii) both (A) is a Subsidiary or Affiliate of the Borrower and (B) owns or operates a Relevant Store Location;

to (x) become a Borrower by executing and delivering to the Lender a counterpart of this Agreement and each Note, a Security Agreement and/or such other document(s) as the Lender shall deem appropriate for such purpose, and (y) deliver to the Lender original certificates representing such Person's Class C capital stock of Ace Hardware Corporation, if any, and such other documents or opinions as requested by the Lender;

(b) Notify the Lender at the time that any Person becomes a Person meeting the description set forth in Section 5.14(a) above, and promptly thereafter (and in any event within thirty (30) days), cause such Person to (i) become a Borrower by executing and delivering to the Lender a counterpart of this Agreement and each Note, a Security Agreement and/or such other document(s) as the Lender shall deem appropriate for such purpose, and (ii) deliver to the Lender original certificates representing such Person's Class C capital stock of Ace Hardware Corporation, if any, and such other documents or opinions as requested by the Lender;

(c) Cause each Principal Shareholder and each Significant Shareholder and each such Person's spouse to (i) become a Guarantor by executing and delivering to the Lender a Guaranty or such other document as the Lender shall deem appropriate for such purpose, and (ii) deliver to the Lender original certificates representing such Person's Class C capital stock of Ace Hardware Corporation, if any, together with such other documents and opinions as requested by the Lender;

(d) Notify the Lender at the time that any Person becomes a Principal Shareholder or Significant Shareholder, and promptly thereafter (and in any event within thirty (30) days), cause such Person and such Person's spouse to (i) become a Guarantor by executing and delivering to the Lender a counterpart of the Guaranty or such other document as the Lender shall deem appropriate for such purpose, and (ii) deliver to the Lender original certificates representing such Person's Class C capital stock of Ace Hardware Corporation, if any, together with such other documents and opinions as requested by the Lender;

(e) Cause each Person which is an Affiliate of the Borrower to (i) become a Guarantor by executing and delivering to the Lender a Guaranty or such other document as the Lender shall deem appropriate for such purpose, and (ii) deliver to the Lender original certificates representing such Person's Class C capital stock of Ace Hardware Corporation, if any, together with such other documents and opinions as requested by the Lender; and

(f) Notify the Lender at the time that any Person becomes an Affiliate of the Borrower, and promptly thereafter (and in any event within thirty (30) days), cause such Person to (i) become a Guarantor by executing and delivering to the Lender a counterpart of the Guaranty or such other document as the Lender shall deem appropriate for such

purpose, and (ii) deliver to the Lender original certificates representing such Person's Class C capital stock of Ace Hardware Corporation, if any, together with such other documents and opinions as requested by the Lender.

## ARTICLE 6 NEGATIVE COVENANTS

So long as any portion of any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, the Borrower shall not, directly or indirectly:

6.1 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following (collectively, "**Permitted Liens**"):

- (a) Liens of Lender pursuant to any Loan Document;
- (b) mortgage Liens in respect of real property existing on the date hereof and disclosed in writing to the Lender;
- (c) Liens for taxes not yet due or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;
- (d) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than thirty (30) days or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person;
- (e) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA;
- (f) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;
- (g) easements, rights-of-way, restrictions and other similar encumbrances affecting real property which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person; and
- (h) Liens for one or more operating lines of credit.

6.2 Investments; Subsidiaries. (a) Make any Investments of the type described in clauses (a) and (c) of the definition of Investments (including without limitation the formation or

acquisition, by merger or otherwise, of any Subsidiary) or (b) if any Default has occurred and is continuing, make any other type of Investments.

6.3 Fundamental Changes. Merge, dissolve, liquidate, consolidate with or into another Person, or dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person.

6.4 Dispositions. Make any sale, transfer, license, lease or other disposition (including any sale and leaseback transaction) of any asset or enter into any agreement to make any of the foregoing, except (a) dispositions of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business; (b) dispositions of inventory in the ordinary course of business; or (c) dispositions of equipment or real property (other than any Relevant Store Location) to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such disposition are applied to the purchase price of such replacement property within 365 days following the date of such disposition; provided, however, that any disposition pursuant to clauses (b) or (c) shall be for not less than net book value.

6.5 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that so long as no Default shall have occurred and be continuing at the time of any action described below or would result therefrom:

(a) the Borrower may declare and make dividend payments or other distributions payable solely in the common stock or other common equity interests of such Person;

(b) the Borrower may purchase, redeem or otherwise acquire equity interests issued by it with the proceeds received from the substantially concurrent issue of new shares of its common stock or other common equity interests; and

(c) if Borrower is a subchapter s corporation, limited liability company, or partnership, make quarterly distributions to each of its shareholders, partners or members in an amount not greater than the quarterly estimated income tax payments required to be made by each such Person based upon the income of such Person accruing due to the operations of the Borrower and the resulting federal tax liability of such Person.

6.6 Change in Nature of Business. Engage in any material line of business substantially different from those lines of business conducted by the Borrower on the date hereof or any business substantially related or incidental thereto.

6.7 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Borrower, whether or not in the ordinary course of business, other than transactions which are on fair and reasonable terms substantially as favorable to the Borrower as would be obtainable by the Borrower at the time in a comparable arm's length transaction with a Person other than an Affiliate.



## 6.8 Financial Covenants.

(a) Permit the aggregate amount of RSC Purchases by the Borrower with respect to any Relevant Store Location to be less than \$35 per retail square foot for each calendar year (or part-year) from and after the Closing Date.

(b) Permit the aggregate amount of purchases by the Borrower from the Lender with respect to any Relevant Store Location to be less than \$50 per retail square foot for each calendar year (or part-year) from and after the Closing Date.

(c) Purchase, in the aggregate, less than 80% of all inventory purchased for departments 1, 2, 3, 4, 5 and 7 with respect to any Relevant Store Location from Lender for each calendar year (or part-year) from and after the Closing Date.

6.9 Cash Investment. Permit to be withdrawn Borrower's initial cash investment made by Borrower toward the acquisition and development of any Relevant Store Location.

## ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES

7.1 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Loan Party fails to pay (i) when and as required to be paid herein or in any Note, any amount of principal of any Loan or (ii) subject to the provisions of Section 2.4(c), within three (3) days after the same becomes due, any interest on any Loan or any fee due hereunder or any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. The Borrower fails to perform or observe any term, covenant or agreement contained in (i) Sections 5.14 (Additional Borrowers and Guarantors) or (ii) 6.9 (Cash Investment); or

(c) Member Status; Relevant Store Locations Existence. The Borrower fails to perform or observe any term, covenant or agreement contained in Section 5.12; or

(d) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in subsection (a), (b) or (c) above) contained in this Agreement or any other Loan Document on its part to be performed or observed and such failure continues for thirty (30) days; or

(e) Representations and Warranties. (i) Any representation or warranty of the Borrower contained in Article 4 shall be incorrect or misleading when made or deemed made, or (ii) any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party, in any other Loan Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(f) Cross-Default. (i) Borrower shall be in breach or default under the Development Agreement, (ii) any Loan Party or any of their Subsidiaries shall be in default of any other Indebtedness owing to the Lender, (iii) any Loan Party or any of its Subsidiaries shall be in default (or shall have been in default at any time) with respect to more than 6 of the 26 most recent bi-weekly statements issued by the Lender and/or its Affiliates or (iv) any Loan Party or any of its Subsidiaries shall be in default of any other Indebtedness owing to any other Person and any enforcement proceeding or foreclosure action is commenced; or

(g) Insolvency Proceedings, Etc. Any Loan Party or any of its Subsidiaries institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for thirty (30) calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for thirty (30) calendar days, or an order for relief is entered in any such proceeding; or

(h) Inability to Pay Debts; Attachment. (i) The Borrower becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within thirty (30) days after its issue or levy; or

(i) Judgments. There is entered against the Borrower a final judgment or order for the payment of money in excess of \$10,000 (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage), and (i) enforcement proceedings are commenced by any creditor upon such judgment or order, or (ii) there is a period of ten (10) consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(j) Invalidity of Loan Documents. Any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect; or any Loan Party or any other Person (acting on behalf of a Loan Party) contests in any manner the validity or enforceability of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any Loan Document; or

(k) Change of Control. There occurs any Change of Control.

## 7.2 Remedies Upon Event of Default.

(a) If any Event of Default occurs and is continuing, the Lender shall be entitled (but not required) to terminate the obligation of the Lender to make any and all Loans and shall thereafter receive interest on the principal amount of all outstanding Obligations at the rate specified under Section 2.4(b) hereunder.

(b) In addition, if any Event of Default described in Sections 7.1(a), (b), (c), (f)(iv), (g), (h)(ii), (i)(i), (j) or (k) (an “**Acceleration Event of Default**”) occurs and is continuing, the Lender shall additionally be entitled (but not required) to declare the unpaid principal amount of the Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower and to exercise all rights and remedies available under the Loan Documents or at law; provided, however, that to the extent an Acceleration Event of Default under any of Sections 7.1(a), (b)(ii) or (c) relates to less than all of the Loans or Relevant Store Locations, then only those Loans to which the Acceleration Event of Default relates, or made for Relevant Store Locations to which the Event of Defaults relates, will be subject to acceleration under this Section 7.2(b).

(c) Notwithstanding the foregoing, upon the occurrence of either an Event of Default under Section 7.1(c) or an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the termination of the obligation of the Lender to make the Loans under Section 7.2(a) and the acceleration of the Loan(s) and interest and other amounts due hereunder under Section 7.2(b) shall be automatic, in each case without further act of the Lender.

**7.3 Application of Funds.** After the exercise of remedies provided for in Section 7.2 (or after the Loans have automatically become immediately due and payable) any amounts received (or deemed received in the case of any setoff exercised by the Lender as provided herein, including in Section 2.7 hereof) on account of the Obligations shall be applied by the Lender in the following order:

(a) First, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lender (including fees, charges and disbursements of counsel to the Lender);

(b) Second, to payment of that portion of the Obligations constituting accrued and unpaid fees and interest on the Loans, and other Obligations;

(c) Third, to payment of that portion of the Obligations constituting unpaid principal of the Loans; and

(d) Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by applicable law or governmental regulation.

## ARTICLE 8 MISCELLANEOUS

8.1 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Lender and the Borrower or the applicable Loan Party, as the case may be, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

### 8.2 Notices; Effectiveness; Electronic Communication.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 8.2. Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient).

(b) Change of Address, Etc. The Borrower and the Lender may change their respective address, telecopier or telephone number for notices and other communications hereunder by notice to the other party hereto.

8.3 No Waiver; Cumulative Remedies. No failure or delay by the Lender in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

### 8.4 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrower shall pay on demand (i) all reasonable out-of-pocket expenses incurred by the Lender (including the reasonable fees, charges and disbursements of counsel for the Lender), in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all out-of-pocket expenses incurred by the Lender (including the fees, charges and disbursements of any counsel for the Lender), in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan

Documents, including its rights under this Section, or (B) in connection with the Loans made, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

(b) Indemnification by the Borrower. The Borrower shall indemnify on demand the Lender and each of the Lender's Affiliates and the partners, directors, officers, employees, agents and advisors of the Lender and the Lender's Affiliates (each such Person being called an "**Indemnatee**") against, and hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnatee), incurred by any Indemnatee or asserted against any Indemnatee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated hereby or thereby, or, the administration of this Agreement and the other Loan Documents, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or release of hazardous materials on or from any property owned or operated by the Borrower, or any environmental liability related in any way to the Borrower, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnatee is a party thereto, in all cases, whether or not caused by or arising, in whole or in part, out of the comparative, contributory or sole negligence of the Indemnatee; provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnatee.

(c) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Borrower shall not assert, and hereby waives, any claim against any Indemnatee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the Loan or the use of the proceeds thereof.

8.5 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender.

8.6 Right of Setoff. If an Event of Default shall have occurred and be continuing, the Lender, and each of Lender's Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all obligations at any time owing by the Lender, or any such Affiliate of the Lender, to or for the credit or the account of

the Borrower or any other Loan Party against any and all of the Obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to the Lender, irrespective of whether or not the Lender shall have made any demand under this Agreement or any other Loan Document and although such Obligations of the Borrower or such Loan Party may be contingent or unmatured. The rights of the Lender and Lender's Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that the Lender or the Lender's Affiliates may have.

8.7 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable law (the "**Maximum Rate**"). If the Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

8.8 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 3.1, this Agreement shall become effective when it shall have been executed by the Borrower and the Lender.

8.9 Survival of Representations and Warranties. All representations and warranties made by any Loan Party hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Lender, regardless of any investigation made by the Lender or on Lender's behalf and notwithstanding that the Lender may have had notice or knowledge of any Default at the time of the making of the Loan, and shall continue in full force and effect for as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or as Lender has any continuing obligation to fund additional Loans hereunder.

8.10 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a

provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.11 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

(b) ARBITRATION. THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO BINDING ARBITRATION FOR ANY MATTER OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT. THE ARBITRATION SHALL BE CONDUCTED BY A SOLE ARBITRATOR AND BE GOVERNED BY THE UNITED STATES ARBITRATION ACT. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY ANY COURT HAVING JURISDICTION THEREOF. THE PLACE OF THE ARBITRATION SHALL BE CHICAGO, ILLINOIS.

(c) WAIVER OF VENUE. THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY U.S. FEDERAL OR ILLINOIS STATE COURT IN CHICAGO, ILLINOIS. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 8.2. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

8.12 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE

THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

8.13 Joint and Several Liability.

(a) Notwithstanding anything to the contrary contained herein, all Obligations of Borrower hereunder shall be joint and several obligations of each Person identified as the Borrower in this Agreement, together with each other Person that becomes a Borrower pursuant to Section 5.14 or otherwise.

(b) Notwithstanding any provisions of this Agreement to the contrary, it is intended that the joint and several nature of the Obligations of Borrower and the liens and security interests granted by Borrower to secure the Obligations, not constitute a “Fraudulent Conveyance” (as defined below). Consequently, Lender and Borrower agree that if the Obligations of a Borrower, or any liens or security interests granted by such Borrower securing the Obligations would, but for the application of this sentence, constitute a Fraudulent Conveyance, the Obligations of such Borrower and the liens and security interests securing such Obligations shall be valid and enforceable only to the maximum extent that would not cause such Obligations or such lien or security interest to constitute a Fraudulent Conveyance, and the Obligations of such Borrower and this Agreement shall automatically be deemed to have been amended accordingly. For purposes hereof, “**Fraudulent Conveyance**” means a fraudulent conveyance under Section 548 of Chapter 11 of the Bankruptcy Code or a fraudulent conveyance or fraudulent transfer under the applicable provisions of any fraudulent conveyance or fraudulent transfer law or similar law of any state, nation or other governmental unit, as in effect from time to time.

(c) Each Borrower assumes responsibility for keeping itself informed of the financial condition of each of the other Borrowers, if any, and any and all endorsers and/or guarantors of any instrument or document evidencing all or any part of such other Borrower’s Obligations and of all other circumstances bearing upon the risk of nonpayment by such other Borrower of their Obligations and each Borrower agrees that Lender shall not have any duty to advise such Borrower of information known to Lender regarding such condition or any such circumstances or to undertake any investigation not a part of its regular business routine. If Lender, in its sole discretion, undertakes at any time or from time to time to provide any such information to a Borrower, Lender shall not be under any obligation to update any such information or to provide any such information to such Borrower on any subsequent occasion.

(d) Lender is hereby authorized, without notice or demand and without affecting the liability of a Borrower hereunder, at any time and from time to time, to do the following: (i) renew, extend, accelerate or otherwise change the time for payment of, or other terms relating to another Borrower’s Obligations or otherwise modify, amend or change the terms of any promissory note or other agreement, document or instrument now



or hereafter executed by a Borrower and delivered to Lender; (ii) accept partial payments on a Borrower's Obligations; (iii) take and hold security or collateral for the payment of another Borrower's Obligations hereunder or for the payment of any guaranties of another Borrower's Obligations or other liabilities of another Borrower and exchange, enforce, waive and release any such security or collateral; (iv) apply such security or collateral and direct the order or manner of sale thereof as Lender, in its sole discretion, may determine; and (v) settle, release, compromise, collect or otherwise liquidate a Borrower's Obligations and any security or collateral therefor in any manner, without affecting or impairing the obligations of the other Borrowers.

(e) Each Borrower hereby agrees that, except as hereinafter provided, its obligations hereunder are unconditional, irrespective of any of the following: (i) the absence of any attempt to collect a Borrower's Obligations from any Borrower or any guarantor or other action to enforce the same; (ii) the waiver or consent by Lender with respect to any provision of any instrument evidencing Borrower's Obligations, or any part thereof, or any other agreement heretofore, now or hereafter executed by a Borrower and delivered to Lender; (iii) failure by Lender to take any steps to perfect and maintain its security interest in, or to preserve its rights to, any security or collateral for Borrower's Obligations; (iv) the institution of any proceeding under the Bankruptcy Code, or any similar proceeding, by or against a Borrower or Lender's election in any such proceeding of the application of Section 1111(b)(2) of the Bankruptcy Code; (v) any borrowing or grant of a security interest by any Borrower as debtor-in-possession, under Section 364 of the Bankruptcy Code; (vi) the disallowance, under Section 502 of the Bankruptcy Code, of all or any portion of any claim by Lender for repayment of any of Borrower's Obligations; or (vii) any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor.

(f) No payment made by or for the account of a Borrower including, without limitations, a payment made by that Borrower on behalf of another Borrower's Obligations or a payment made by any other person under any guaranty, will entitle that Borrower, by subrogation or otherwise, to any payment from any such other Borrower or from or out of any such other Borrower's property and that Borrower shall not exercise any right or remedy against any such other Borrower or any property of any such other Borrower by reason of any performance of any such Borrower of its joint and several obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**ACE HARDWARE CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Insert Legal Name of Borrower*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **SCHEDULE 8.02**

### **NOTICES**

If to the Lender:

Ace Hardware Corporation  
2915 Jorie Blvd  
Oak Brook, Illinois 60523-2100  
Attention: Director of Credit  
Telephone: (630) 990-7250  
Telecopier: (630) 571-5516

With a copy to:

Ace Hardware Corporation  
2915 Jorie Blvd  
Oak Brook, Illinois 60523-2100  
Attention: General Counsel  
Telephone: (630) 990-6600  
Telecopier: (630) 990-6856

If to the Borrower:

|  |
|--|
|  |
|  |
|  |
|  |

## MULTI-UNIT CAPITAL STOCK FINANCING PROGRAM

### LOAN AGREEMENT (TIER 1-3)

This MULTI-UNIT CAPITAL STOCK FINANCING PROGRAM LOAN AGREEMENT (as amended, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of \_\_\_\_\_, 20\_\_\_\_ by and among *[Insert full name of Borrower’s legal entity, a Insert state of incorporation/organization and type of entity i.e., corporation, limited liability company]* and *[Insert full name of Co-Borrower’s legal entity, a Insert state of incorporation/organization and type of entity i.e., corporation, limited liability company]* (collectively, the “**Borrower**”) and ACE HARDWARE CORPORATION, a Delaware corporation (the “**Lender**”).

The Borrower has or will enter into a certain Store Development Agreement or Area Development Agreement with Lender (the “**Development Agreement**”) pursuant to which the Borrower has committed to Lender to acquire, develop and open not less than two (2) new Ace affiliated retail hardware stores during a period of five (5) years.

The Borrower has requested that the Lender make available to it a term loan in connection with each such Ace affiliated retail hardware store to be developed and/or acquired by the Borrower, and the Lender is willing to do so on the terms and conditions set forth herein.

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

#### ARTICLE 1 DEFINITIONS AND ACCOUNTING TERMS

1.1 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

“**Acceleration Event of Default**” has the meaning specified in Section 7.2(b).

“**Affiliate**” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified.

“**Base Rate**” means, for any day, a fluctuating rate per annum equal to the rate of interest in effect for such day as the "prime rate" as publicly reported from time to time in the Wall Street Journal, Midwest Edition, under the section entitled "Money Rates" as the average per annum rate of interest charged on commercial loans posted by at least 75% of the nation's thirty (30) largest banks; provided that the Base Rate shall initially be set on the date of the funding of the relevant Loan and shall thereafter change quarterly effective as of the first day of each calendar-year quarter occurring thereafter (each an “**Interest Reset Date**”) (and such rate, subject to the imposition of a default rate of interest, shall remain unchanged until the next Interest Reset Date to occur at which time it will reset per the publication in the Wall Street Journal as indicated above); provided further that if the Wall Street Journal is not published on an Interest Reset Date, the rate applicable from

and after such Interest Reset Date until the next Interest Reset Date shall be the rate most recently publicly reported in the Wall Street Journal.

“**Borrower**” means, collectively, and jointly and severally, each Person identified as the Borrower in the preamble to this Agreement, together with each other Person that becomes a Borrower pursuant to Section 5.14 or otherwise.

“**Business Day**” means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the State of Illinois.

“**Change of Control**” means an event or series of events by which the Principal Shareholders shall cease to have at least the minimum ownership percentage with respect to the equity securities of the Borrower entitled to vote for members of the board of directors or equivalent governing body of the Borrower on a fully-diluted basis. As used herein, “minimum ownership percentage” means the greater of (i) 90% of the ownership percentage which the Principal Shareholders, as of the date hereof, have of the equity securities of the Borrower entitled to vote for members of the board of directors or equivalent governing body of the Borrower and (ii) 50.1%.

“**Closing Date**” means, for each Loan, the first date that all the conditions precedent to such Loan in Section 3.1 or Section 3.2, as applicable, are satisfied or waived by the Lender.

“**Debtor Relief Laws**” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“**Default**” means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“**Development Agreement**” has the meaning specified in the Recitals.

“**ERISA**” means the Employee Retirement Income Security Act of 1974.

“**Event of Default**” has the meaning specified in Section 7.1.

“**Financial Statements**” means the *[insert type of financial statement (i.e., unaudited, audited, reviewed, compiled) included with application]* consolidated balance sheet of the Borrower for the relevant fiscal year, and the related consolidated statements of income or operations, shareholders’ equity and cash flows for the relevant fiscal year, including the notes thereto. As used herein, “relevant fiscal year” means (i) if the date hereof is after March 31 of the current year or if financial information for the most recently ended fiscal year of the Borrower is available, the most recently fiscal year of the Borrower, otherwise (ii) the fiscal year of the Borrower immediately preceding the most recently ended fiscal year of the Borrower.

**“GAAP”** means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

**“Good Credit Standing”** means that no amount due and owing by the Borrower to Lender has not been paid in full when due and that the Borrower is not otherwise in breach or default in any monetary obligations owing to Lender.

**“Guarantors”** means, collectively, each Person that becomes a guarantor of the Obligations (or any part thereof) pursuant to Section 5.14 or otherwise.

**“Guaranty”** means any guaranty made by a Guarantor in favor of the Lender.

**“Indebtedness”** means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP: (a) all obligations of such Person (i) under capital leases, (ii) for borrowed money and (iii) evidenced by bonds, debentures, notes, loan agreements or other similar instruments; (b) all direct or contingent obligations of such Person arising under letters of credit, bankers’ acceptances, bank guaranties, surety bonds and similar instruments; (c) net obligations of such Person under any swap contract or other hedging transaction; (d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business); (e) indebtedness secured by a Lien on property owned or being purchased by such Person, whether or not such indebtedness shall have been assumed by such Person or is limited in recourse; (f) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any equity interest in such Person or any other Person; and (g) all guarantees of such Person in respect of any of the foregoing. For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is non-recourse to such Person.

**“Indemnitees”** has the meaning specified in Section 8.4(b).

**“Investment”** means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of capital stock or other securities of another Person, (b) a loan or advance to, guarantee or assumption of debt of, or purchase or other acquisition of any other debt participation or debt interest in, another Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor guarantees Indebtedness of such other Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit.

**“Lien”** means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or

preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

**“Loan”** means each term loan made by the Lender to the Borrower hereunder as evidenced by a Note and **“Loans”** means all such Loans collectively.

**“Loan Amount”** means, with respect to each Loan, an amount equal to the lesser of (a) \$300,000.00 or (b) the aggregate cash investment made by Borrower toward the acquisition and development of the Relevant Store Location with respect to which the Loan is to be made and evidenced by documentation satisfactory to Lender.

**“Loan Documents”** means this Agreement, the Notes, any Guaranty, any Security Agreement and any other instruments, agreements or other documents executed and delivered to Lender in connection with the Loans.

**“Loan Parties”** means, collectively, the Borrower and each Guarantor.

**“Material Adverse Effect”** means (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent) or condition (financial or otherwise) of the Borrower; (b) a material impairment of the ability of any Loan Party to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document to which it is a party.

**“Maturity Date”** means, for each Loan, the date ten (10) years after the Closing Date of such Loan.

**“Note”** means each promissory note made by the Borrower in favor of the Lender to evidence a Loan and **“Notes”** means all such Notes collectively.

**“Obligations”** means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to the Loans of the Borrower to which the Lender or its Affiliate is a party, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

**“Organization Documents”** means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws; (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument,

filing or notice with respect thereto filed in connection with its formation or organization with the applicable governmental authority in the jurisdiction of its formation or organization.

**“Payment Date”** means, for each Loan, April 30 of each calendar year until the applicable Maturity Date or such date the Loan is sooner paid in full; provided, that if any such date is not a Business Day, then the Payment Date in respect of such date shall be the next succeeding Business Day.

**“Permitted Liens”** has the meaning set forth in Section 6.1.

**“Person”** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

**“Principal Shareholders”** means each Person, other than a Borrower, which is or becomes both (i) a stockholder of the Lender or an owner, directly or indirectly, of majority-voting control of a stockholder of the Lender, and (ii) an owner, directly or indirectly, of more than 50%, on a fully diluted basis, of the outstanding equity securities of a Borrower (including for such calculations any stock ownership of the spouses and children of such Person and trusts established for the benefit of the foregoing).

**“Relevant Store Location”** means each additional Ace affiliated retail hardware store which Borrower acquires and/or develops in accordance with the Development Agreement (which shall not, prior to date of this Agreement, have been owned or operated by the Borrower or its Affiliates (including, without limitation, the Principal Shareholders)) and with respect to which a Loan is made under this Agreement and **“Relevant Store Locations”** means all such Relevant Store Locations collectively.

**“Restricted Payment”** means any dividend or other distribution (whether in cash, securities or other property) with respect to any capital stock or other equity interest of the Borrower, any payment (whether in cash, securities or other property) on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such equity interest, or any other payment on account of any return of capital to the Borrower’s stockholders, partners or members (or the equivalent Person thereof).

**“Retail Standards Compliant”** means that the Borrower is in compliance with: (i) the General Member Standards under and as defined in the Borrower’s membership agreement with the Lender, as the same may be amended, modified or supplemented from time to time; and (ii) if the Borrower is a party to an Ace Brand Agreement with the Lender, the Borrower is in compliance with the Ace Brand Standards under and as defined in such agreement, as the same may be amended, supplemented or otherwise modified from time to time.

**“RSC Purchases”** means warehouse, stop and bulletin purchases with respect to the Relevant Store Locations.

**“Security Agreement”** means any security agreement made by a Borrower in favor of the Lender.



**“Significant Shareholder”** means each Person, other than a Principal Shareholder or a Borrower, that is or becomes the holder of 10% or more of the equity interests (whether directly or indirectly) of a Borrower.

**“Subsidiary”** of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person.

1.2 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words “herein,” “hereof” and “hereunder,” and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including;” the words “to” and “until” each mean “to but excluding;” and the word “through” means “to and including.”

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.3 Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Financial Statements, except as otherwise specifically prescribed herein.

## ARTICLE 2 THE LOAN; MECHANICS

### 2.1 Loans.

(a) Upon satisfaction of the conditions precedent set forth in Section 3.1 hereof, and subject to the representations, warranties, covenants and conditions contained in this Agreement and the other Loan Documents, the Lender agrees to make, on the applicable Closing Date, an initial Loan in the applicable Loan Amount to the Borrower with respect to the initial Relevant Store Location.

(b) Upon satisfaction of the conditions precedent set forth in Section 3.2 hereof, and subject to the representations, warranties, covenants and conditions contained in this Agreement and the other Loan Documents, the Lender agrees to make, on the applicable Closing Date, an additional Loan in the applicable Loan Amount to the Borrower with respect to each additional Relevant Store Location opened by Borrower pursuant to and in accordance with the Development Agreement. Notwithstanding the foregoing, Lender will have no obligation to make any additional Loans or advances after the termination or expiration of the five (5) year term of the Development Agreement.

(c) The Lender may, in its sole and absolute discretion, make any Loan to the Borrower in the form of one or more advances for credit against statements for good and services provided by the Lender to the Borrower with respect to the Relevant Store Location with respect to which the Loan is made, as and when such statements are generated by the Lender.

2.2 Prepayments. The Borrower may, at any time or from time to time voluntarily prepay the Loans in whole or in part without premium or penalty; provided that any prepayment shall be in a principal amount of \$5,000.00 or a whole multiple of \$5,000.00 in excess thereof or, if less, the entire principal amount thereof then outstanding. Any prepayment of the Loans shall be accompanied by all accrued interest on the amount prepaid, together with any other amount then due under the Loan Documents with respect to any Loan. Any prepayment in respect of a Loan shall be applied to the remaining scheduled principal installments in respect of the Loan in inverse order of maturity (i.e, first applied to amounts due on the Maturity Date until reduced to zero).

2.3 Repayment of Loans. Each Loan shall be repaid as follows:

(a) Commencing with the first Payment Date occurring after the applicable Closing Date, the Borrower shall make amortizing principal repayments of the Loan on the basis of a level payment amortization schedule (i.e., each level payment will consist in part of interest and in part of principal) determined by the Lender based on a term of 10 years and on the interest chargeable from time to time in respect of the Loan as provided in Section 2.4 below.

(b) The Lender shall notify the Borrower of the initial amount of the level payment referred to in clause (a) above prior to the Payment Date referred to in clause (a) above and the Lender shall notify the Borrower from time to time of any changes in the amount of the level payment (and any corresponding changes in the amortization schedule with respect to the principal amount of the Loan) resulting from changes in the interest rate chargeable under Section 2.4 or from changes in the Base Rate (it being understood that a failure or delay by the Lender to notify the Borrower of changes in the level amount due and payable with respect to a Payment Date or successive Payment Dates shall not affect the principal or interest actually owed or owing in respect of the Loan.)

(c) The first nine (9) annual amortizing installments of principal and interest on each Loan will be due and payable as follows:

(i) If Borrower is eligible to make all or any portion of such payment by application of non-cash patronage dividends in accordance with Section 2.7(b), then Borrower shall be deemed to elect to make such payment, by application of available non-cash patronage dividends to the maximum extent it may do so in accordance with Section 2.7(b) and Lender will be authorized to effectuate the making of such payment on the applicable Payment Date. Notwithstanding the foregoing, Borrower may elect to have the payment billed and paid in the manner set forth in subsection (ii) below, if it notifies Lender in writing at least thirty (30) days prior to the Payment Date of its intent to make payment in cash.

(ii) To the extent all or any portion of such payment may not or will not be paid by application of non-cash patronage dividends pursuant to subsection (i), Lender will bill the amount of such payment on the bi-weekly billing statement submitted by Lender to Borrower for merchandise and services purchased by Borrower from Lender during the period including the applicable Payment Date, and such payment shall be due and payable on the due date then applicable to the billing statement on which such payment is billed and shall be paid to the Lender in the manner applicable to such billing statement, or in such other manner as may be agreed by Lender in writing. Any payment billed on a bi-weekly billing statement and not paid when due will incur late payment service charges as set forth in such bi-weekly billing statement, in addition to interest accruing under this Agreement.

(d) On the Maturity Date of each Loan, the Borrower shall pay to the Lender the entire outstanding principal balance of such Loan, together with all accrued and unpaid interest thereon and any and all other Obligations hereunder with respect to such Loan,

without any notice or demand from Lender whatsoever. To the extent Borrower is eligible to make such payment by application of non-cash patronage dividends in accordance with Section 2.7(b), then Borrower shall be deemed to elect to make such payment, by application of available non-cash patronage dividends to the maximum extent it may do so in accordance with Section 2.7(b) and Lender will be authorized to effectuate the making of such payment on the Maturity Date. Notwithstanding the foregoing, Borrower may elect to pay such payment in cash if it notifies Lender in writing at least thirty (30) days prior to the Maturity Date of its intent to make payment in cash. To the extent not paid by application of non-cash patronage dividends, payment of the principal and interest of each Loan and any and all other Obligations with respect to such Loan on the Maturity Date shall be paid by the Borrower in immediately available funds not later than 1:00 p.m. Chicago time on the Maturity Date.

#### 2.4 Interest.

(a) Subject to the provisions of subsection (b) below, each Loan shall bear interest on the outstanding principal amount thereof from the Closing Date at a rate of interest equal to the Base Rate plus One Percent (1.0%) per annum.

(b) While any Event of Default exists, the Borrower shall pay interest on the principal amount of all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Base Rate plus Six Percent (6.0%) per annum, to the fullest extent permitted by applicable law.

(c) Accrued and unpaid interest on any past due amounts shall be due and payable upon demand.

(d) Interest on each Loan shall be due and payable on each applicable Payment Date occurring after the Closing Date of the Loan as part of the level payments referred to under Section 2.3 above and on the Maturity Date of the Loan. Interest on each Loan shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.5 Computation of Interest. All computations of interest shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed.

2.6 Evidence of Debt. Each Loan shall be evidenced by an account or record maintained by the Lender in the ordinary course of business. The account or record maintained by the Lender shall be conclusive absent manifest error of the amount of the Loan to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations.

#### 2.7 Payments.

(a) All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff.

(b) At Borrower's option, Borrower may make any payments of principal or interest of each Loan by application of non-cash patronage dividends held by any Borrower attributable to any of its Ace affiliated retail hardware stores; provided that: (i) after giving effect to such application of such non-cash patronage dividends, Borrower will hold, in the aggregate, an amount of non-cash patronage dividends not less than \$5,000.00 for each of its Ace affiliated retail hardware stores; and (ii) after giving effect to such application of such non-cash patronage dividends, Borrower will be in all respects in compliance with the Development Agreement and no Event of Default will exist under this Agreement. In addition, Borrower may not make any prepayment of any Loan, in whole or in part, by application of non-cash patronage dividends unless and until such time as Borrower has repaid and discharged in full any and all existing loans from Lender to any Borrower which are so-called Capital Stock Loans or Equity Match Loans.

(c) Borrower agrees and acknowledges that there is no assurance that non-cash patronage dividends will be issued or available to Borrower to make any or all required payments of any Loan. Borrower further agrees and acknowledges that Lender may, in its sole discretion, apply any cash and non-cash patronage dividends otherwise payable to Borrower to any other obligation or indebtedness owed by Borrower or Borrower's Affiliates to Lender. Except where payment is made by application of non-cash patronage dividends in accordance with this Section 2.7, Borrower is obligated to make all payments required under this Agreement and the other Loan Documents when due, in full and in cash.

### ARTICLE 3 CONDITIONS PRECEDENT TO LOAN

3.1 Conditions to Initial Loan. The obligation of Lender to make the initial Loan is subject to the satisfaction of the following conditions:

(a) Lender's receipt of the following, each properly executed by an officer of the signing Loan Party, each dated the Closing Date of the initial Loan (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance satisfactory to Lender:

- (i) the Development Agreement;
- (ii) three (3) executed counterparts of this Agreement by each Person required to be a Borrower under Section 5.14;
- (iii) a Note for the initial Loan executed by each Person required to be a Borrower under Section 5.14;
- (iv) three (3) executed Security Agreements by each Person required to be a Borrower under Section 5.14;
- (v) original stock certificates representing all Class C capital stock of Ace Hardware Corporation owned by each Borrower and each Guarantor, together with assignments separate from certificate duly executed in blank therefor;

(vi) three (3) executed Guarantees by each Person required to be a Guarantor under Section 5.14;

(vii) a landlord waiver or other collateral access agreement, in form and substance satisfactory to Lender, for each location at which collateral in which Lender is granted a security interest under a Security Agreement is located;

(viii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of officers of each Loan Party as the Lender may require;

(ix) such documents and certifications as Lender may require to evidence that each Loan Party is duly organized or formed, and that the Borrower is validly existing, in good standing and qualified to engage in business in its state of organization;

(x) such UCC, judgment, tax and other lien searches as Lender may require to evidence that the collateral in which Lender is granted a security interest is free and clear from all Liens other than Permitted Liens;

(xi) a certificate of an officer of each Loan Party stating that no consents, licenses or approvals are required for the execution, delivery and performance of the Loan Documents; and

(xii) for loans greater than either \$200,000.00 or greater than the aggregate cash investment made by Borrower towards the acquisition and development of the Relevant Store Location, a Right of First Refusal Agreement with Lender executed by the Borrower.

(b) Lender shall have received such documentation as Lender may require to evidence the amount of the aggregate cash investment made by Borrower toward the acquisition and development of the applicable Relevant Store Location;

(c) Borrower shall have paid to Lender a commitment fee in an amount equal to one percent (1%) of the Loan Amount of the Loan;

(d) If required by Lender, Borrower shall have a binding commitment letter from Borrower's senior lender(s) to provide a mortgage loan and/or an operating line of credit with respect to the applicable Relevant Store Location, in amounts and in form and substance acceptable to Lender;

(e) Lender shall have approved the Ace affiliation of the applicable Relevant Store Location;

(f) Any existing loans from Lender to the Borrower which is a so-called Capital Stock Loan or Equity Match Loan shall have been modified to provide for repayment of

such loan by application of non-cash patronage dividends held by any Borrower with respect to any of their Ace affiliated retail hardware stores;

(g) The representations and warranties of the Borrower in Article 4 below are true and correct in all respects as of the Closing Date as if made on such date; and

(h) No Default or Event of Default shall exist as of the Closing Date.

3.2 Conditions to each Additional Loan. The obligation of Lender to make any Loan after the initial Loan is subject to the satisfaction of the following conditions:

(a) Lender's receipt of the following, each properly executed by an officer of the signing Loan Party, each dated the Closing Date of the Loan (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance satisfactory to Lender:

(i) a Note for the Loan executed by each Person required to be a Borrower under Section 5.14 in favor of Lender;

(ii) such reaffirmations of guaranties, security agreements, pledges or other agreements or certificates of the Borrower or Guarantors as the Lender may require;

(iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of officers of each Loan Party as the Lender may require;

(iv) such documents and certifications as Lender may require to evidence that each Loan Party is duly organized or formed, and that the Borrower is validly existing, in good standing and qualified to engage in business in its state of organization;

(v) such UCC, judgment, tax and other lien searches as Lender may require to evidence that the collateral in which Lender is granted a security interest is free and clear from all Liens other than Permitted Liens; and

(vi) a certificate of an officer of each Loan Party stating that no consents, licenses or approvals are required for the execution, delivery and performance of the Loan Documents;

(b) Lender shall have received such documentation as Lender may require to evidence the amount of the aggregate cash investment made by Borrower toward the acquisition and development of the applicable Relevant Store Location;

(c) Borrower shall have paid to Lender a commitment fee in an amount equal to one percent (1%) of the Loan Amount of the Loan;

(d) If required by Lender, Borrower shall have a binding commitment letter from Borrower's senior lender(s) to provide a mortgage loan and/or an operating line of credit with respect to the applicable Relevant Store Location, in amounts and in form and substance acceptable to Lender;

(e) Lender shall have approved the Ace affiliation of the applicable Relevant Store Location;

(f) The representations and warranties of the Borrower in Article 4 below are true and correct in all respects as of the Closing Date as if made on such date; and

(g) No Default or Event of Default shall exist as of the Closing Date.

#### ARTICLE 4 REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender that:

4.1 Standing with Lender. The Borrower is a retailer affiliated with Lender in good standing (including, without limitation, being Retail Standards Compliant with respect to all of its Ace affiliated retail hardware stores and in Good Credit Standing).

4.2 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is party, have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (i) any agreement or other contractual obligation to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (ii) any order, injunction, writ or decree of any governmental authority or any arbitral award to which such Person or its property is subject; or (c) violate any law or governmental regulation applicable to such Person or its property.

4.3 Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any governmental authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document.

4.4 Binding Effect. This Agreement has been, and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms.

4.5 Financial Statements; No Material Adverse Effect.



(a) The Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; (ii) fairly present the financial condition of the Borrower as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (iii) show all material indebtedness and other liabilities, direct or contingent, of the Borrower and its Subsidiaries as of the date thereof, including liabilities for taxes, material commitments and Indebtedness.

(b) Since the date of the Financial Statements through and including the Closing Date, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

4.6 Absence of Defaults under Material Agreements. Borrower is not in breach or default, and no condition exists which with the giving of notice or passing of time would result in a breach or default, under any (a) instrument or agreement evidencing indebtedness for borrowed money, (b) lease or sublease of real property, (c) insurance policy or other insurance contract.

4.7 Taxes. Borrower has timely filed all tax returns and reports required by law to have been filed by it. Such returns are in all material respects true, correct and complete. Borrower has paid all taxes, governmental charges and assessments required to be paid by it when due and payable.

4.8 Litigation. There are no actions, suits, proceedings, claims or disputes pending or threatened or contemplated, at law, in equity, in arbitration or before any governmental authority, by or against the Borrower or any of its Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or any of the transactions contemplated hereby, or (b) either individually or in the aggregate, if determined adversely, could reasonably be expected to have a Material Adverse Effect.

4.9 Ownership of Property; Liens. The Borrower has good title to, or valid leasehold interests in, all real and personal property necessary or used in the ordinary conduct of its business, subject to no Liens other than Permitted Liens.

4.10 Subsidiaries; Equity Interests. Except as set forth on Schedule 4.10, the Borrower has no Subsidiaries. Except as set forth on Schedule 4.10, the Borrower has no equity investments in any other corporation or other Person. All of the outstanding equity interests in the Borrower have been validly issued and are fully paid and nonassessable.

4.11 Compliance with Laws. The Borrower is in compliance in all material respects with the requirements of all laws and governmental regulations and all orders, writs, injunctions and decrees applicable to it or to its properties.

4.12 Disclosure. No report, financial statement, certificate or other information furnished (whether in writing or orally) by or on behalf of any Loan Party to the Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or

delivered hereunder or under any other Loan Document (in each case, as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

## ARTICLE 5 AFFIRMATIVE COVENANTS

So long as any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, the Borrower shall:

5.1 Financial Statements. Deliver to the Lender, in form and detail satisfactory to the Lender:

(a) as soon as available, but in any event within ninety (90) days after the end of each fiscal year of the Borrower, a consolidated balance sheet of the Borrower with respect to each Relevant Store Location as at the end of such fiscal year, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, which shall at Lender's request be either unaudited, audited, reviewed, or compiled and, when requested by Lender, be accompanied by a report and opinion of an independent certified public accountant, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit to which Lender objects<sup>1</sup> (together with, if the Borrower has more than one retail location, a consolidated balance sheet and consolidated statements of income and operations for the Borrower on the same basis as the financial statements provided with respect to the Relevant Store Location); and

(b) as soon as available, but in any event within thirty (30) days after the end of each calendar month, an unconsolidated balance sheet of the Borrower with respect to each Relevant Store Location as at the end of such month, and the related unconsolidated statements of income or operations, shareholders' equity and cash flows with respect to the Relevant Store Location for such month and for the portion of the Borrower's fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding month of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail.

As to any information contained in materials furnished pursuant to Section 5.2(c), the Borrower shall not be separately required to furnish such information under clause (a) or (b)

---

<sup>1</sup> Audited financial statements will only be required to the extent that the Lender's total exposure to Borrower under patronage loan programs is \$1.0MM or more aggregate principal amounts. If total exposure is more than \$500K and less than \$1.0MM then the statements must be reviewed by a CPA. If the total exposure is \$500K or less then the statements must be compiled by a CPA.

above, but the foregoing shall not be in derogation of the obligation of the Borrower to furnish the information and materials described in clauses (a) and (b) above at the times specified therein.

5.2 Certificates; Other Information. Deliver to the Lender, in form and detail satisfactory to the Lender:

(a) within 45 days after the end of each calendar quarter, a certificate attesting to Borrower's compliance with its covenants under this Agreement and the absence of any Defaults hereunder, together with a computation in such detail as Lender may require, showing compliance by the Borrower with the financial covenants set forth in Section 6.8, and certified as accurate by an officer of the Borrower;

(b) promptly after the receipt thereof by any Loan Party, copies of any notices or written communications received from any holder of debt securities of any Loan Party or any Subsidiary thereof regarding any existing or alleged default or event of default under the terms of any indenture, loan or credit or similar agreement;

(c) in the event there has been a sale, transfer or other disposition of any retail location owned by the Borrower (collectively, "**Company Location**") during a fiscal quarter, concurrently with the financial statements delivered pursuant to Section 5.1(b) above, notification of such sale; and

(d) promptly, such additional information regarding the business, financial or corporate affairs of the Borrower, or compliance with the terms of the Loan Documents, as the Lender may from time to time reasonably request.

5.3 Notices. Promptly notify the Lender (a) of the occurrence of any Default, (b) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect; and (c) of any material change in accounting policies or financial reporting practices by the Borrower. Each notice pursuant to this Section shall be accompanied by a statement of an officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto. Each notice pursuant to Section 5.3(a) shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached.

5.4 Payment of Obligations. Pay and discharge as the same shall become due and payable, all its obligations and liabilities, including, without limitation all liabilities to lenders, landlords and insurance carriers.

5.5 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the laws of the jurisdiction of its organization; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation of which could reasonably be expected to have a Material Adverse Effect.

5.6 Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted; and (b) make all necessary repairs thereto and renewals and replacements thereof except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

5.7 Compliance with Law. Comply in all material respects with the requirements of all laws and governmental regulations and all orders, writs, injunctions and decrees applicable to it or to its business or property.

5.8 Taxes. Timely file all tax returns and reports required by law to be filed by it, cause all such tax returns and reports to be in all material respects true, correct and complete and pay all taxes, governmental charges and assessments required to be paid by it when due and payable.

5.9 Books and Records. Maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of the Borrower.

5.10 Inspection Rights. Permit representatives and independent contractors of the Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, as often as may be desired by the Lender.

5.11 Use of Proceeds. Use the proceeds of each Loan for the purchase of goods and services from Lender or for costs and expenses in connection with the acquisition, development and opening of the applicable Relevant Store Location.

5.12 Member Status; Store Location Existence.

(a) Maintain the Borrower's status as a retailer affiliated with Lender; and

(b) Continue to own and operate each Relevant Store Location and each other Ace affiliated retail hardware store owned and operated by Borrower during the term of this Agreement as an Ace affiliated retail hardware store (unless the Relevant Store Location is relocated in accordance with any applicable rules, restrictions, policies and procedures of Lender and such relocated store continues to be owned and operated by Borrower).

5.13 Ace ACH Electronic Payment Program. To at all times cause each Relevant Store Location to be enrolled in and use the Ace ACH electronic payment program, as from time to time in effect.

5.14 Additional Borrowers and Guarantors.

(a) Cause each Person which either:

(i) both (A) owns, directly or indirectly, more than 50%, on a fully diluted basis, of the outstanding equity securities of the Borrower and (B) owns or operates an Ace affiliated retail hardware store; or

(ii) both (A) is a Subsidiary or Affiliate of the Borrower and (B) owns or operates a Relevant Store Location;

to (x) become a Borrower by executing and delivering to the Lender a counterpart of this Agreement and each Note, a Security Agreement and/or such other document(s) as the Lender shall deem appropriate for such purpose, and (y) deliver to the Lender original certificates representing such Person's Class C capital stock of Ace Hardware Corporation, if any, and such other documents or opinions as requested by the Lender;

(b) Notify the Lender at the time that any Person becomes a Person meeting the description set forth in Section 5.14(a) above, and promptly thereafter (and in any event within thirty (30) days), cause such Person to (i) become a Borrower by executing and delivering to the Lender a counterpart of this Agreement and each Note, a Security Agreement and/or such other document(s) as the Lender shall deem appropriate for such purpose, and (ii) deliver to the Lender original certificates representing such Person's Class C capital stock of Ace Hardware Corporation, if any, and such other documents or opinions as requested by the Lender;

(c) Cause each Principal Shareholder and each Significant Shareholder and each such Person's spouse to (i) become a Guarantor by executing and delivering to the Lender a Guaranty or such other document as the Lender shall deem appropriate for such purpose, and (ii) deliver to the Lender original certificates representing such Person's Class C capital stock of Ace Hardware Corporation, if any, together with such other documents and opinions as requested by the Lender;

(d) Notify the Lender at the time that any Person becomes a Principal Shareholder or Significant Shareholder, and promptly thereafter (and in any event within thirty (30) days), cause such Person and such Person's spouse to (i) become a Guarantor by executing and delivering to the Lender a counterpart of the Guaranty or such other document as the Lender shall deem appropriate for such purpose, and (ii) deliver to the Lender original certificates representing such Person's Class C capital stock of Ace Hardware Corporation, if any, together with such other documents and opinions as requested by the Lender;

(e) Cause each Person which is an Affiliate of the Borrower to (i) become a Guarantor by executing and delivering to the Lender a Guaranty or such other document as the Lender shall deem appropriate for such purpose, and (ii) deliver to the Lender original certificates representing such Person's Class C capital stock of Ace Hardware Corporation, if any, together with such other documents and opinions as requested by the Lender; and

(f) Notify the Lender at the time that any Person becomes an Affiliate of the Borrower, and promptly thereafter (and in any event within thirty (30) days), cause such Person to (i) become a Guarantor by executing and delivering to the Lender a counterpart of the Guaranty or such other document as the Lender shall deem appropriate for such purpose, and (ii) deliver to the Lender original certificates representing such Person's Class C capital stock of Ace Hardware Corporation, if any, together with such other documents and opinions as requested by the Lender.

## ARTICLE 6 NEGATIVE COVENANTS

So long as any portion of any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, the Borrower shall not, directly or indirectly:

6.1 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following (collectively, "**Permitted Liens**"):

- (a) Liens of Lender pursuant to any Loan Document;
- (b) mortgage Liens in respect of real property existing on the date hereof and disclosed in writing to the Lender;
- (c) Liens for taxes not yet due or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;
- (d) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than thirty (30) days or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person;
- (e) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA;
- (f) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;
- (g) easements, rights-of-way, restrictions and other similar encumbrances affecting real property which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person; and
- (h) Liens for one or more operating lines of credit.

6.2 Investments; Subsidiaries. (a) Make any Investments of the type described in clauses (a) and (c) of the definition of Investments (including without limitation the formation or acquisition, by merger or otherwise, of any Subsidiary) or (b) if any Default has occurred and is continuing, make any other type of Investments.

6.3 Fundamental Changes. Merge, dissolve, liquidate, consolidate with or into another Person, or dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person.

6.4 Dispositions. Make any sale, transfer, license, lease or other disposition (including any sale and leaseback transaction) of any asset or enter into any agreement to make any of the foregoing, except (a) dispositions of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business; (b) dispositions of inventory in the ordinary course of business; or (c) dispositions of equipment or real property (other than any Relevant Store Location) to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such disposition are applied to the purchase price of such replacement property within 365 days following the date of such disposition; provided, however, that any disposition pursuant to clauses (b) or (c) shall be for not less than net book value.

6.5 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that so long as no Default shall have occurred and be continuing at the time of any action described below or would result therefrom:

(a) the Borrower may declare and make dividend payments or other distributions payable solely in the common stock or other common equity interests of such Person;

(b) the Borrower may purchase, redeem or otherwise acquire equity interests issued by it with the proceeds received from the substantially concurrent issue of new shares of its common stock or other common equity interests; and

(c) if Borrower is a subchapter s corporation, limited liability company, or partnership, make quarterly distributions to each of its shareholders, partners or members in an amount not greater than the quarterly estimated income tax payments required to be made by each such Person based upon the income of such Person accruing due to the operations of the Borrower and the resulting federal tax liability of such Person.

6.6 Change in Nature of Business. Engage in any material line of business substantially different from those lines of business conducted by the Borrower on the date hereof or any business substantially related or incidental thereto.

6.7 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Borrower, whether or not in the ordinary course of business, other than transactions which are on fair and reasonable terms substantially as favorable to the Borrower as would be

obtainable by the Borrower at the time in a comparable arm's length transaction with a Person other than an Affiliate.

6.8 Financial Covenants.

(a) Permit the aggregate amount of RSC Purchases by the Borrower with respect to any Relevant Store Location to be less than \$35 per retail square foot for each calendar year (or part-year) from and after the Closing Date.

(b) Permit the aggregate amount of purchases by the Borrower from the Lender with respect to any Relevant Store Location to be less than \$50 per retail square foot for each calendar year (or part-year) from and after the Closing Date.

(c) Purchase, in the aggregate, less than 80% of all inventory purchased for departments 1, 2, 3, 4, 5 and 7 with respect to any Relevant Store Location from Lender for each calendar year (or part-year) from and after the Closing Date.

6.9 Cash Investment. Permit to be withdrawn Borrower's initial cash investment made by Borrower toward the acquisition and development of any Relevant Store Location.

ARTICLE 7  
EVENTS OF DEFAULT AND REMEDIES

7.1 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Loan Party fails to pay (i) when and as required to be paid herein or in any Note, any amount of principal of any Loan or (ii) subject to the provisions of Section 2.4(c), within three (3) days after the same becomes due, any interest on any Loan or any fee due hereunder or any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. The Borrower fails to perform or observe any term, covenant or agreement contained in (i) Sections 5.14 (Additional Borrowers and Guarantors) or (ii) 6.9 (Cash Investment); or

(c) Member Status; Relevant Store Locations Existence. The Borrower fails to perform or observe any term, covenant or agreement contained in Section 5.12; or

(d) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in subsection (a), (b) or (c) above) contained in this Agreement or any other Loan Document on its part to be performed or observed and such failure continues for thirty (30) days; or

(e) Representations and Warranties. (i) Any representation or warranty of the Borrower contained in Article 4 shall be incorrect or misleading when made or deemed made, or (ii) any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party, in any other Loan Document,



or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(f) Cross-Default. (i) Borrower shall be in breach or default under the Development Agreement, (ii) any Loan Party or any of their Subsidiaries shall be in default of any other Indebtedness owing to the Lender, (iii) any Loan Party or any of its Subsidiaries shall be in default (or shall have been in default at any time) with respect to more than 6 of the 26 most recent bi-weekly statements issued by the Lender and/or its Affiliates or (iv) any Loan Party or any of its Subsidiaries shall be in default of any other Indebtedness owing to any other Person and any enforcement proceeding or foreclosure action is commenced; or

(g) Insolvency Proceedings, Etc. Any Loan Party or any of its Subsidiaries institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for thirty (30) calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for thirty (30) calendar days, or an order for relief is entered in any such proceeding; or

(h) Inability to Pay Debts; Attachment. (i) The Borrower becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within thirty (30) days after its issue or levy; or

(i) Judgments. There is entered against the Borrower a final judgment or order for the payment of money in excess of \$10,000 (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage), and (i) enforcement proceedings are commenced by any creditor upon such judgment or order, or (ii) there is a period of ten (10) consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(j) Invalidity of Loan Documents. Any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect; or any Loan Party or any other Person (acting on behalf of a Loan Party) contests in any manner the validity or enforceability of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any Loan Document; or

(k) Change of Control. There occurs any Change of Control.

## 7.2 Remedies Upon Event of Default.

(a) If any Event of Default occurs and is continuing, the Lender shall be entitled (but not required) to terminate the obligation of the Lender to make any and all Loans and shall thereafter receive interest on the principal amount of all outstanding Obligations at the rate specified under Section 2.4(b) hereunder.

(b) In addition, if any Event of Default described in Sections 7.1(a), (b), (c), (f)(iv), (g), (h)(ii), (i)(i), (j) or (k) (an “**Acceleration Event of Default**”) occurs and is continuing, the Lender shall additionally be entitled (but not required) to declare the unpaid principal amount of the Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower and to exercise all rights and remedies available under the Loan Documents or at law; provided, however, that to the extent an Acceleration Event of Default under any of Sections 7.1(a), (b)(ii) or (c) relates to less than all of the Loans or Relevant Store Locations, then only those Loans to which the Acceleration Event of Default relates, or made for Relevant Store Locations to which the Event of Defaults relates, will be subject to acceleration under this Section 7.2(b).

(c) Notwithstanding the foregoing, upon the occurrence of either an Event of Default under Section 7.1(c) or an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the termination of the obligation of the Lender to make the Loans under Section 7.2(a) and the acceleration of the Loan(s) and interest and other amounts due hereunder under Section 7.2(b) shall be automatic, in each case without further act of the Lender.

7.3 Application of Funds. After the exercise of remedies provided for in Section 7.2 (or after the Loans have automatically become immediately due and payable) any amounts received (or deemed received in the case of any setoff exercised by the Lender as provided herein, including in Section 2.7 hereof) on account of the Obligations shall be applied by the Lender in the following order:

(a) First, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lender (including fees, charges and disbursements of counsel to the Lender);

(b) Second, to payment of that portion of the Obligations constituting accrued and unpaid fees and interest on the Loans, and other Obligations;

(c) Third, to payment of that portion of the Obligations constituting unpaid principal of the Loans; and

(d) Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by applicable law or governmental regulation.

## ARTICLE 8 MISCELLANEOUS

8.1 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Lender and the Borrower or the applicable Loan Party, as the case may be, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

### 8.2 Notices; Effectiveness; Electronic Communication.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 8.2. Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient).

(b) Change of Address, Etc. The Borrower and the Lender may change their respective address, telecopier or telephone number for notices and other communications hereunder by notice to the other party hereto.

8.3 No Waiver; Cumulative Remedies. No failure or delay by the Lender in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

### 8.4 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrower shall pay on demand (i) all reasonable out-of-pocket expenses incurred by the Lender (including the reasonable fees, charges and disbursements of counsel for the Lender), in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all out-of-pocket expenses incurred by the Lender (including the fees, charges and disbursements of any counsel for the Lender), in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan

Documents, including its rights under this Section, or (B) in connection with the Loans made, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

(b) Indemnification by the Borrower. The Borrower shall indemnify on demand the Lender and each of the Lender's Affiliates and the partners, directors, officers, employees, agents and advisors of the Lender and the Lender's Affiliates (each such Person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated hereby or thereby, or, the administration of this Agreement and the other Loan Documents, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or release of hazardous materials on or from any property owned or operated by the Borrower, or any environmental liability related in any way to the Borrower, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto, in all cases, whether or not caused by or arising, in whole or in part, out of the comparative, contributory or sole negligence of the Indemnitee; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the Loan or the use of the proceeds thereof.

8.5 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender.

8.6 Right of Setoff. If an Event of Default shall have occurred and be continuing, the Lender, and each of Lender's Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all obligations at any time owing by the Lender, or any such Affiliate of the Lender, to or for the credit or the account of

the Borrower or any other Loan Party against any and all of the Obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to the Lender, irrespective of whether or not the Lender shall have made any demand under this Agreement or any other Loan Document and although such Obligations of the Borrower or such Loan Party may be contingent or unmatured. The rights of the Lender and Lender's Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that the Lender or the Lender's Affiliates may have.

8.7 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable law (the "**Maximum Rate**"). If the Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

8.8 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 3.1, this Agreement shall become effective when it shall have been executed by the Borrower and the Lender.

8.9 Survival of Representations and Warranties. All representations and warranties made by any Loan Party hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Lender, regardless of any investigation made by the Lender or on Lender's behalf and notwithstanding that the Lender may have had notice or knowledge of any Default at the time of the making of the Loan, and shall continue in full force and effect for as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or as Lender has any continuing obligation to fund additional Loans hereunder.

8.10 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a

provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.11 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

(b) ARBITRATION. THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO BINDING ARBITRATION FOR ANY MATTER OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT. THE ARBITRATION SHALL BE CONDUCTED BY A SOLE ARBITRATOR AND BE GOVERNED BY THE UNITED STATES ARBITRATION ACT. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY ANY COURT HAVING JURISDICTION THEREOF. THE PLACE OF THE ARBITRATION SHALL BE CHICAGO, ILLINOIS.

(c) WAIVER OF VENUE. THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY U.S. FEDERAL OR ILLINOIS STATE COURT IN CHICAGO, ILLINOIS. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 8.2. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

8.12 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE

THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

8.13 Joint and Several Liability.

(a) Notwithstanding anything to the contrary contained herein, all Obligations of Borrower hereunder shall be joint and several obligations of each Person identified as the Borrower in this Agreement, together with each other Person that becomes a Borrower pursuant to Section 5.14 or otherwise.

(b) Notwithstanding any provisions of this Agreement to the contrary, it is intended that the joint and several nature of the Obligations of Borrower and the liens and security interests granted by Borrower to secure the Obligations, not constitute a “Fraudulent Conveyance” (as defined below). Consequently, Lender and Borrower agree that if the Obligations of a Borrower, or any liens or security interests granted by such Borrower securing the Obligations would, but for the application of this sentence, constitute a Fraudulent Conveyance, the Obligations of such Borrower and the liens and security interests securing such Obligations shall be valid and enforceable only to the maximum extent that would not cause such Obligations or such lien or security interest to constitute a Fraudulent Conveyance, and the Obligations of such Borrower and this Agreement shall automatically be deemed to have been amended accordingly. For purposes hereof, “**Fraudulent Conveyance**” means a fraudulent conveyance under Section 548 of Chapter 11 of the Bankruptcy Code or a fraudulent conveyance or fraudulent transfer under the applicable provisions of any fraudulent conveyance or fraudulent transfer law or similar law of any state, nation or other governmental unit, as in effect from time to time.

(c) Each Borrower assumes responsibility for keeping itself informed of the financial condition of each of the other Borrowers, if any, and any and all endorsers and/or guarantors of any instrument or document evidencing all or any part of such other Borrower’s Obligations and of all other circumstances bearing upon the risk of nonpayment by such other Borrower of their Obligations and each Borrower agrees that Lender shall not have any duty to advise such Borrower of information known to Lender regarding such condition or any such circumstances or to undertake any investigation not a part of its regular business routine. If Lender, in its sole discretion, undertakes at any time or from time to time to provide any such information to a Borrower, Lender shall not be under any obligation to update any such information or to provide any such information to such Borrower on any subsequent occasion.

(d) Lender is hereby authorized, without notice or demand and without affecting the liability of a Borrower hereunder, at any time and from time to time, to do the following: (i) renew, extend, accelerate or otherwise change the time for payment of, or other terms relating to another Borrower’s Obligations or otherwise modify, amend or change the terms of any promissory note or other agreement, document or instrument now

or hereafter executed by a Borrower and delivered to Lender; (ii) accept partial payments on a Borrower's Obligations; (iii) take and hold security or collateral for the payment of another Borrower's Obligations hereunder or for the payment of any guaranties of another Borrower's Obligations or other liabilities of another Borrower and exchange, enforce, waive and release any such security or collateral; (iv) apply such security or collateral and direct the order or manner of sale thereof as Lender, in its sole discretion, may determine; and (v) settle, release, compromise, collect or otherwise liquidate a Borrower's Obligations and any security or collateral therefor in any manner, without affecting or impairing the obligations of the other Borrowers.

(e) Each Borrower hereby agrees that, except as hereinafter provided, its obligations hereunder are unconditional, irrespective of any of the following: (i) the absence of any attempt to collect a Borrower's Obligations from any Borrower or any guarantor or other action to enforce the same; (ii) the waiver or consent by Lender with respect to any provision of any instrument evidencing Borrower's Obligations, or any part thereof, or any other agreement heretofore, now or hereafter executed by a Borrower and delivered to Lender; (iii) failure by Lender to take any steps to perfect and maintain its security interest in, or to preserve its rights to, any security or collateral for Borrower's Obligations; (iv) the institution of any proceeding under the Bankruptcy Code, or any similar proceeding, by or against a Borrower or Lender's election in any such proceeding of the application of Section 1111(b)(2) of the Bankruptcy Code; (v) any borrowing or grant of a security interest by any Borrower as debtor-in-possession, under Section 364 of the Bankruptcy Code; (vi) the disallowance, under Section 502 of the Bankruptcy Code, of all or any portion of any claim by Lender for repayment of any of Borrower's Obligations; or (vii) any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor.

(f) No payment made by or for the account of a Borrower including, without limitations, a payment made by that Borrower on behalf of another Borrower's Obligations or a payment made by any other person under any guaranty, will entitle that Borrower, by subrogation or otherwise, to any payment from any such other Borrower or from or out of any such other Borrower's property and that Borrower shall not exercise any right or remedy against any such other Borrower or any property of any such other Borrower by reason of any performance of any such Borrower of its joint and several obligations hereunder.

**[Signature Page Follows]**



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**ACE HARDWARE CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Insert Legal Name of Borrower*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Insert Legal Name of Co- Borrower*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **SCHEDULE 8.02**

### **NOTICES**

If to the Lender:

Ace Hardware Corporation  
2915 Jorie Blvd  
Oak Brook, Illinois 60523-2100  
Attention: Director of Credit  
Telephone: (630) 990-7250  
Telecopier: (630) 571-5516

With a copy to:

Ace Hardware Corporation  
2915 Jorie Blvd  
Oak Brook, Illinois 60523-2100  
Attention: General Counsel  
Telephone: (630) 990-6600  
Telecopier: (630) 990-6856

If to the Borrower:

|  |
|--|
|  |
|  |
|  |
|  |

**STORE DEVELOPMENT AGREEMENT**  
**(Tier 4 Multi-Unit Capital Stock**  
**Financing Program)**

**THIS STORE DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between ACE HARDWARE CORPORATION, a Delaware corporation ("Ace"), and \_\_\_\_\_, a \_\_\_\_\_ organized in the state of \_\_\_\_\_ ("Retailer").

**Recitals**

- A. Retailer directly or indirectly owns and operates a total of \_\_\_\_\_ (\_\_\_\_\_) Ace-affiliated (i.e., Ace branded or individually branded) retail hardware stores (each, an "Existing Ace Store") in \_\_\_\_\_.
- B. Retailer is or shall become the borrower, and Ace is or shall become the lender, under a Multi-Unit Capital Stock Financing Program Loan Agreement (Tier 4) and agreements related thereto (collectively, "Loan Documents") and executed concurrently herewith or subsequent to this Agreement and delivered by Retailer to Ace pursuant to Ace's Tier 4 Multi-Unit Capital Stock Financing Program ("Program").
- C. As a condition to Ace making any loan to Retailer under the Program, Ace requires that Retailer execute and deliver this Agreement to Ace. .

**THEREFORE**, for and in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereby agree as follows:

1. **Requirement to Open Additional Ace Stores: Ace Higher Ground Commitment.**

(a) Subject to all terms and conditions stated herein and in the Loan Documents, Retailer shall open, in the United States, three (3) ("Required Quota") Ace-affiliated retail hardware stores (each, an "Additional Ace Store") within the sixty (60)-month period that commences on the Effective Date (such sixty-month period defined herein as the "Mandated Period"), and thereafter own and operate each such Additional Ace Store.

(b) Subject to Ace's written consent, Retailer may designate an affiliated entity that is controlled by, or under common control with, Retailer (each a "Retailer's Designee") to open and thereafter own and operate each Additional Ace Store, provided, however, that Retailer's Designee(s) shall be, or become, a borrower under the Loan Documents for the Program and also a borrower, co-borrower or guarantor, as the case may be, under any and all loan documents for any other then-outstanding loan agreements with Ace under which Retailer is a borrower, co-borrower or guarantor.

(c) Retailer shall execute and commit to Ace's Higher Ground Visionary Commitment.

2. **Program Participation Fee.**

(a) The Program participation fee ("Program Participation Fee") is Ten Thousand Dollars (\$10,000.00).

(b) Prior to or concurrently with Retailer's execution and delivery of this Agreement, Retailer has paid Ten Thousand Dollars (\$10,000.00) to Ace in full payment of the Program Participation Fee.

(c) The Program Participation Fee shall be refunded solely in the event of and upon Retailer's opening of the third Additional Ace Store to the public in accordance with the terms of this Agreement within the Mandated Period; otherwise the Program Participation Fee is non-refundable.

3. **Development Fee.**

(a) The development fee ("Development Fee") is Five Thousand Dollars (\$5,000) for **each** Additional Ace Store.

(b) Prior to or concurrently with Retailer's execution and delivery of this Agreement, Retailer has paid Fifteen Thousand Dollars (\$15,000.00) to Ace in full payment of the total Development Fee for the Required Quota of Additional Ace Stores (i.e., \$5,000 for each Additional Ace Store).

(c) The Development Fee is non-refundable.

(d) Each time Retailer or Retailer's Designee applies to open an Additional Ace Store within the Mandated Period, Ace will deduct Five Thousand Dollars (\$5,000) from the amount of Ace's then-current membership application fee otherwise payable to Ace. Ace and Retailer acknowledge that as of the date hereof, Ace's per-store membership application fee is \$5,000 and, thus, unless and until Ace increases said fee, the Development Fee shall fully offset Ace's membership application fee for each Additional Ace Store.

4. **Application Process: Conversion Stores Included.**

(a) For each Additional Ace Store that Retailer is required hereunder to open, Retailer shall execute and deliver to Ace all membership, brand, stock subscription and other agreements and instruments, and shall submit all pro forma and other financial and other information as Ace shall require, consistent with Ace's then-standard protocols for new store applications. Ace shall not be obligated to approve any Additional Ace Store if (i) the proposed Additional Ace store does not satisfy Ace's then-applicable financial, site and other criteria for new Ace-branded stores or (ii) Retailer or any of Retailer's affiliates is past due or otherwise not in full compliance with all of its obligations under each of its various agreements with Ace and its affiliates, including but not limited all representations, warranties and covenants applicable to Retailer or Retailer's affiliates pursuant to the Loan Documents . In addition, in connection with each Membership Application submitted for any Additional Ace Store, Ace reserves the right to review the financial and/or operational performance of any Existing Ace Store and/or Additional Ace Store already owned and operated by Retailer and its affiliates and to decline to approve any Additional Ace Store if the performance of the reviewed store(s) is not satisfactory to Ace in Ace's sole discretion. Ace's refusal to approve any membership application for an Additional Ace

Store shall not relieve Retailer of its obligation to establish in accordance with this Agreement and, thereafter to own and operate, the Required Quota of Additional Ace Stores.

(b) If Retailer or an affiliate shall purchase and convert any existing retail hardware store to Ace membership as an Ace-affiliated store, such store so converted shall be deemed an Additional Ace Store (i.e., it **shall** be counted toward satisfaction of the Required Quota of Additional Ace Stores that Retailer is obligated hereunder to open during the Mandated Period).

## 5. **Events of Default: Ace's Remedies.**

5.1 **Events of Default.** Any of the following constitutes an Event of Default hereunder:

(a) Retailer fails to open the Required Quota of Additional Ace Stores prior to the expiration of the Mandated Period.

(b) At any time a balance exists under the Loan Documents for any Additional Ace Store, such Additional Ace Store's Ace membership is terminated (for any reason) or such Additional Ace Store is closed (unless it is relocated with Ace's consent).

(c) Retailer breaches or otherwise fails to fully comply fully with the non-compete covenant contained in Section 7 herein.

### 5.2 **Ace's Remedies.**

(a) If an Event of Default occurs under Section 5.1(a) above, Ace shall be entitled to exercise any or all of the following remedies:

i. enforcement of the non-compete provision in Section 7; **and/or**  
ii. treat such Event of Default as a default under the Loan Documents, provided, however, that notwithstanding the foregoing remedies, Ace shall not terminate the membership of any Existing Store or Additional Ace Store solely as result of any failure by Retailer to open in accordance with this Agreement, and thereafter own and operate, the Required Quota of Additional Ace Stores.

(b) If an Event of Default occurs under Sections 5.1(b) or (c) above, Ace shall, in addition to the rights and remedies specified in Section 5.2(a) above, be entitled to immediately accelerate Retailer's obligation to pay all then outstanding principal and interest due under the Loan Documents, whether or not such amounts would, in the absence of such Event of Default hereunder, then be due and payable.

6. **Assignment.** This Agreement is fully assignable by Ace and shall inure to the benefit of any assignee or other legal successor to the interest of Ace. This Agreement and the rights granted to Retailer hereunder are personal to Retailer and neither this Agreement, nor any of the rights granted to Retailer hereunder, may be voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, assigned or otherwise transferred or encumbered by Retailer. Retailer's Designee(s) is (are) not and shall not be deemed a third-party beneficiary of this Agreement.

## 7. **Retailer's Covenant Not to Compete.**

(a) During the pendency of this Agreement, and for one year thereafter, except as otherwise approved in writing by Ace (which approval Ace may grant, withhold or condition in Ace's sole discretion) Retailer shall not, and shall cause Retailer's affiliates to not, directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or entity, own, maintain, engage in or have any interest in any non-Ace- affiliated business located in the United States which sells hardware, housewares, paint, and/or lawn and garden furniture and the like.

(b) Retailer expressly agrees that the existence of any claim it may have against Ace, whether or not arising from this Agreement or any other agreement between Ace and Retailer, or otherwise, shall not constitute a defense to Ace's enforcement of the covenant contained in Section 7(a).

(c) Retailer acknowledges that any failure to comply with the requirements of this Section 7 will cause Ace irreparable injury for which no adequate remedy at law may be available, and, notwithstanding the arbitration provision contained in Section 10 below, Retailer hereby accordingly consents to the issuance of an injunction prohibiting any conduct by Retailer in violation of the terms of this Section 7. Ace may also avail itself of any other legal or equitable rights and remedies which it may have under this Agreement or otherwise.

8. **Waiver of Provisions.** Failure of either party to insist, in one or more instances, on performance by the other in strict accordance with the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any right granted hereunder or of the future performance of any such other term or condition of this Agreement, unless such waiver is in a writing signed by or on behalf of both parties.

9. **Notices.** Any notice or other communication required or permitted hereunder shall be deemed sufficiently given if personally delivered, mailed or sent by overnight courier to the address specified on **Exhibit A**. Any party may change its mailing address by giving notice to the other party in the manner herein provided.

10. **Governing Law: Dispute Resolution.** This Agreement is executed and delivered in, and shall be governed, construed and enforced in accordance with the laws of, the State of Illinois, without regard to its conflicts of law rules. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11. **Entire Agreement.** This Agreement (including the preamble and recitals set forth above and all exhibits attached hereto, each of the foregoing of which by this reference is hereby incorporated herein) contains the sole and entire agreement between the parties hereto with respect to the matters contained herein and supersedes all prior or contemporaneous discussions and agreements between the parties, either oral or written, and any such prior or contemporaneous agreements shall, from and after the date hereof, be null and void.

12. **Modification and Amendment.** This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

13. **Ace Consents and Approvals.** With respect to every instance in this Agreement

which references Ace's consent or approval, Retailer expressly acknowledges and agrees that Ace may grant, withhold or condition such consent or approval as Ace in its sole discretion shall determine.

**IN WITNESS WHEREOF**, each of the undersigned by its respective duly authorized representatives has executed this Agreement as of the date first above written.

**ACE HARDWARE CORPORATION**

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

**RETAILER:**\_\_\_\_\_

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Parent Store No:\_\_\_\_\_



**EXHIBIT A  
TO STORE DEVELOPMENT AGREEMENT**

1. Addresses for notices:

**If to Ace Hardware Corporation:**

Vice President, Retail Operations  
2915 Jorie Blvd  
Oak Brook, Illinois 60523-2100  
(630) 990-6600

With a copy to:

General Counsel, Law Department  
2915 Jorie Blvd  
Oak Brook, IL 60523-2100  
(630) 990-6600

**If to Retailer:**

---

---

---

---

Phone: \_\_\_\_\_

## MULTI-UNIT CAPITAL STOCK FINANCING PROGRAM

### LOAN AGREEMENT (TIER 4)

This MULTI-UNIT CAPITAL STOCK FINANCING PROGRAM LOAN AGREEMENT (as amended, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of \_\_\_\_\_, 20\_\_\_\_ by and among *Insert full name of Borrower’s legal entity, a Insert state of incorporation/organization and type of entity i.e., corporation, limited liability company* (the “**Borrower**”) and ACE HARDWARE CORPORATION, a Delaware corporation (the “**Lender**”).

The Borrower has or will enter into a certain Store Development Agreement (Tier 4 Multi-Unit Capital Stock Financing Program) with Lender (the “**Development Agreement**”) pursuant to which the Borrower has committed to Lender to acquire, develop and open not less than three (3) new Ace affiliated retail hardware stores during a period of five (5) years.

The Borrower has requested that the Lender make available to it a term loan in connection with each such Ace affiliated retail hardware store to be developed and/or acquired by the Borrower, and the Lender is willing to do so on the terms and conditions set forth herein.

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

#### ARTICLE 1 DEFINITIONS AND ACCOUNTING TERMS

1.1 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

“**Acceleration Event of Default**” has the meaning specified in Section 7.2(b).

“**Affiliate**” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified.

“**Base Rate**” means, for any day, a fluctuating rate per annum equal to the rate of interest in effect for such day as the "prime rate" as publicly reported from time to time in the Wall Street Journal, Midwest Edition, under the section entitled "Money Rates" as the average per annum rate of interest charged on commercial loans posted by at least 75% of the nation's thirty (30) largest banks; provided that the Base Rate shall initially be set on the date of the funding of the relevant Loan and shall thereafter change quarterly effective as of the first day of each calendar-year quarter occurring thereafter (each an “**Interest Reset Date**”) (and such rate, subject to the imposition of a default rate of interest, shall remain unchanged until the next Interest Reset Date to occur at which time it will reset per the publication in the Wall Street Journal as indicated above); provided further that if the Wall Street Journal is not published on an Interest Reset Date, the rate applicable from and after such Interest Reset Date until the next Interest Reset Date shall be the rate most recently publicly reported in the Wall Street Journal.

**“Borrower”** means, collectively, and jointly and severally, each Person identified as the Borrower in the preamble to this Agreement, together with each other Person that becomes a Borrower pursuant to Section 5.14 or otherwise.

**“Business Day”** means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the State of Illinois.

**“Change of Control”** means an event or series of events by which the Principal Shareholders shall cease to have at least the minimum ownership percentage with respect to the equity securities of the Borrower entitled to vote for members of the board of directors or equivalent governing body of the Borrower on a fully-diluted basis. As used herein, “minimum ownership percentage” means the greater of (i) 90% of the ownership percentage which the Principal Shareholders, as of the date hereof, have of the equity securities of the Borrower entitled to vote for members of the board of directors or equivalent governing body of the Borrower and (ii) 50.1%.

**“Closing Date”** means, for each Loan, the first date that all the conditions precedent to such Loan in Section 3.1 or Section 3.2, as applicable, are satisfied or waived by the Lender.

**“Debtor Relief Laws”** means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

**“Default”** means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

**“Development Agreement”** has the meaning specified in the Recitals.

**“ERISA”** means the Employee Retirement Income Security Act of 1974.

**“Event of Default”** has the meaning specified in Section 7.1.

**“Financial Statements”** means the *insert type of financial statement (i.e., unaudited, audited, reviewed, compiled) included with application* consolidated balance sheet of the Borrower for the relevant fiscal year, and the related consolidated statements of income or operations, shareholders’ equity and cash flows for the relevant fiscal year, including the notes thereto. As used herein, “relevant fiscal year” means (i) if the date hereof is after March 31 of the current year or if financial information for the most recently ended fiscal year of the Borrower is available, the most recently fiscal year of the Borrower, otherwise (ii) the fiscal year of the Borrower immediately preceding the most recently ended fiscal year of the Borrower.

**“GAAP”** means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting

Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

**“Good Credit Standing”** means that no amount due and owing by the Borrower to Lender has not been paid in full when due and that the Borrower is not otherwise in breach or default in any monetary obligations owing to Lender.

**“Guarantors”** means, collectively, each Person that becomes a guarantor of the Obligations (or any part thereof) pursuant to Section 5.14 or otherwise.

**“Guaranty”** means any guaranty made by a Guarantor in favor of the Lender.

**“Indebtedness”** means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP: (a) all obligations of such Person (i) under capital leases, (ii) for borrowed money and (iii) evidenced by bonds, debentures, notes, loan agreements or other similar instruments; (b) all direct or contingent obligations of such Person arising under letters of credit, bankers’ acceptances, bank guaranties, surety bonds and similar instruments; (c) net obligations of such Person under any swap contract or other hedging transaction; (d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business); (e) indebtedness secured by a Lien on property owned or being purchased by such Person, whether or not such indebtedness shall have been assumed by such Person or is limited in recourse; (f) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any equity interest in such Person or any other Person; and (g) all guarantees of such Person in respect of any of the foregoing. For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is non-recourse to such Person.

**“Indemnitees”** has the meaning specified in Section 8.4(b).

**“Investment”** means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of capital stock or other securities of another Person, (b) a loan or advance to, guarantee or assumption of debt of, or purchase or other acquisition of any other debt participation or debt interest in, another Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor guarantees Indebtedness of such other Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit.

**“Lien”** means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or

other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

**“Loan”** means each term loan made by the Lender to the Borrower hereunder as evidenced by a Note and **“Loans”** means all such Loans collectively.

**“Loan Amount”** means, with respect to each Loan, an amount equal to the lesser of (a) \$400,000.00 or (b) the aggregate cash investment made by Borrower toward the acquisition and development of the Relevant Store Location with respect to which the Loan is to be made and evidenced by documentation satisfactory to Lender.

**“Loan Documents”** means this Agreement, the Notes, any Guaranty, any Security Agreement and any other instruments, agreements or other documents executed and delivered to Lender in connection with the Loans.

**“Loan Parties”** means, collectively, the Borrower and each Guarantor.

**“Material Adverse Effect”** means (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent) or condition (financial or otherwise) of the Borrower; (b) a material impairment of the ability of any Loan Party to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document to which it is a party.

**“Maturity Date”** means, for each Loan, the date ten (10) years after the Closing Date of such Loan.

**“Note”** means each promissory note made by the Borrower in favor of the Lender to evidence a Loan and **“Notes”** means all such Notes collectively.

**“Obligations”** means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to the Loans of the Borrower to which the Lender or its Affiliate is a party, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

**“Organization Documents”** means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws; (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable governmental authority in the jurisdiction of its formation or organization.

**“Payment Date”** means, for each Loan, April 30 of each calendar year until the applicable Maturity Date or such date the Loan is sooner paid in full; provided, that if any such date is not a Business Day, then the Payment Date in respect of such date shall be the next succeeding Business Day.

**“Permitted Liens”** has the meaning set forth in Section 6.1.

**“Person”** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

**“Principal Shareholders”** means each Person, other than a Borrower, which is or becomes both (i) a stockholder of the Lender or an owner, directly or indirectly, of majority-voting control of a stockholder of the Lender, and (ii) an owner, directly or indirectly, of more than 50%, on a fully diluted basis, of the outstanding equity securities of a Borrower (including for such calculations any stock ownership of the spouses and children of such Person and trusts established for the benefit of the foregoing).

**“Relevant Store Location”** means each additional Ace affiliated retail hardware store which Borrower acquires and/or develops in accordance with the Development Agreement (which shall not, prior to date of this Agreement, have been owned or operated by the Borrower or its Affiliates (including, without limitation, the Principal Shareholders)) and with respect to which a Loan is made under this Agreement and **“Relevant Store Locations”** means all such Relevant Store Locations collectively.

**“Restricted Payment”** means any dividend or other distribution (whether in cash, securities or other property) with respect to any capital stock or other equity interest of the Borrower, any payment (whether in cash, securities or other property) on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such equity interest, or any other payment on account of any return of capital to the Borrower’s stockholders, partners or members (or the equivalent Person thereof).

**“Retail Standards Compliant”** means that the Borrower is in compliance with: (i) the General Member Standards under and as defined in the Borrower’s membership agreement with the Lender, as the same may be amended, modified or supplemented from time to time; and (ii) if the Borrower is a party to an Ace Brand Agreement with the Lender, the Borrower is in compliance with the Ace Brand Standards under and as defined in such agreement, as the same may be amended, supplemented or otherwise modified from time to time.

**“RSC Purchases”** means warehouse, stop and bulletin purchases with respect to the Relevant Store Locations.

**“Security Agreement”** means any security agreement made by a Borrower in favor of the Lender.

**“Significant Shareholder”** means each Person, other than a Principal Shareholder or a Borrower, that is or becomes the holder of 10% or more of the equity interests (whether directly or indirectly) of a Borrower.

“**Subsidiary**” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person.

1.2 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words “herein,” “hereof” and “hereunder,” and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including;” the words “to” and “until” each mean “to but excluding;” and the word “through” means “to and including.”

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.3 Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in

a manner consistent with that used in preparing the Financial Statements, except as otherwise specifically prescribed herein.

## ARTICLE 2 THE LOAN; MECHANICS

### 2.1 Loans.

(a) Upon satisfaction of the conditions precedent set forth in Section 3.1 hereof, and subject to the representations, warranties, covenants and conditions contained in this Agreement and the other Loan Documents, the Lender agrees to make, on the applicable Closing Date, an initial Loan in the applicable Loan Amount to the Borrower with respect to the initial Relevant Store Location.

(b) Upon satisfaction of the conditions precedent set forth in Section 3.2 hereof, and subject to the representations, warranties, covenants and conditions contained in this Agreement and the other Loan Documents, the Lender agrees to make, on the applicable Closing Date, an additional Loan in the applicable Loan Amount to the Borrower with respect to each additional Relevant Store Location opened by Borrower pursuant to and in accordance with the Development Agreement. Notwithstanding the foregoing, Lender will have no obligation to make any additional Loans or advances after the termination or expiration of the five (5) year term of the Development Agreement.

(c) The Lender may, in its sole and absolute discretion, make any Loan to the Borrower in the form of one or more advances for credit against statements for good and services provided by the Lender to the Borrower with respect to the Relevant Store Location with respect to which the Loan is made, as and when such statements are generated by the Lender.

2.2 Prepayments. The Borrower may, at any time or from time to time voluntarily prepay the Loans in whole or in part without premium or penalty; provided that any prepayment shall be in a principal amount of \$5,000.00 or a whole multiple of \$5,000.00 in excess thereof or, if less, the entire principal amount thereof then outstanding. Any prepayment of the Loans shall be accompanied by all accrued interest on the amount prepaid, together with any other amount then due under the Loan Documents with respect to any Loan. Any prepayment in respect of a Loan shall be applied to the remaining scheduled principal installments in respect of the Loan in inverse order of maturity (i.e., first applied to amounts due on the Maturity Date until reduced to zero).

### 2.3 Repayment of Loans. Each Loan shall be repaid as follows:

(a) Commencing with the first Payment Date occurring after the applicable Closing Date, the Borrower shall make amortizing principal repayments of the Loan on the basis of a level payment amortization schedule (i.e., each level payment will consist in part of interest and in part of principal) determined by the Lender based on a term of 10 years



and on the interest chargeable from time to time in respect of the Loan as provided in Section 2.4 below.

(b) The Lender shall notify the Borrower of the initial amount of the level payment referred to in clause (a) above prior to the Payment Date referred to in clause (a) above and the Lender shall notify the Borrower from time to time of any changes in the amount of the level payment (and any corresponding changes in the amortization schedule with respect to the principal amount of the Loan) resulting from changes in the interest rate chargeable under Section 2.4 or from changes in the Base Rate (it being understood that a failure or delay by the Lender to notify the Borrower of changes in the level amount due and payable with respect to a Payment Date or successive Payment Dates shall not affect the principal or interest actually owed or owing in respect of the Loan.)

(c) The first nine (9) annual amortizing installments of principal and interest on each Loan will be due and payable as follows:

(i) If Borrower is eligible to make all or any portion of such payment by application of non-cash patronage dividends in accordance with Section 2.7(b), then Borrower shall be deemed to elect to make such payment, by application of available non-cash patronage dividends to the maximum extent it may do so in accordance with Section 2.7(b) and Lender will be authorized to effectuate the making of such payment on the applicable Payment Date. Notwithstanding the foregoing, Borrower may elect to have the payment billed and paid in the manner set forth in subsection (ii) below, if it notifies Lender in writing at least thirty (30) days prior to the Payment Date of its intent to make payment in cash.

(ii) To the extent all or any portion of such payment may not or will not be paid by application of non-cash patronage dividends pursuant to subsection (i), Lender will bill the amount of such payment on the bi-weekly billing statement submitted by Lender to Borrower for merchandise and services purchased by Borrower from Lender during the period including the applicable Payment Date, and such payment shall be due and payable on the due date then applicable to the billing statement on which such payment is billed and shall be paid to the Lender in the manner applicable to such billing statement, or in such other manner as may be agreed by Lender in writing. Any payment billed on a bi-weekly billing statement and not paid when due will incur late payment service charges as set forth in such bi-weekly billing statement, in addition to interest accruing under this Agreement.

(d) On the Maturity Date of each Loan, the Borrower shall pay to the Lender the entire outstanding principal balance of such Loan, together with all accrued and unpaid interest thereon and any and all other Obligations hereunder with respect to such Loan, without any notice or demand from Lender whatsoever. To the extent Borrower is eligible to make such payment by application of non-cash patronage dividends in accordance with Section 2.7(b), then Borrower shall be deemed to elect to make such payment, by application of available non-cash patronage dividends to the maximum extent it may do so

in accordance with Section 2.7(b) and Lender will be authorized to effectuate the making of such payment on the Maturity Date. Notwithstanding the foregoing, Borrower may elect to pay such payment in cash if it notifies Lender in writing at least thirty (30) days prior to the Maturity Date of its intent to make payment in cash. To the extent not paid by application of non-cash patronage dividends, payment of the principal and interest of each Loan and any and all other Obligations with respect to such Loan on the Maturity Date shall be paid by the Borrower in immediately available funds not later than 1:00 p.m. Chicago time on the Maturity Date.

#### 2.4 Interest.

(a) Subject to the provisions of subsection (b) below, each Loan shall bear interest on the outstanding principal amount thereof from the Closing Date at a rate of interest equal to the Base Rate plus One Percent (1.0%) per annum.

(b) While any Event of Default exists, the Borrower shall pay interest on the principal amount of all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Base Rate plus Six Percent (6.0%) per annum, to the fullest extent permitted by applicable law.

(c) Accrued and unpaid interest on any past due amounts shall be due and payable upon demand.

(d) Interest on each Loan shall be due and payable on each applicable Payment Date occurring after the Closing Date of the Loan as part of the level payments referred to under Section 2.3 above and on the Maturity Date of the Loan. Interest on each Loan shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.5 Computation of Interest. All computations of interest shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed.

2.6 Evidence of Debt. Each Loan shall be evidenced by an account or record maintained by the Lender in the ordinary course of business. The account or record maintained by the Lender shall be conclusive absent manifest error of the amount of the Loan to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations.

#### 2.7 Payments.

(a) All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff.

(b) At Borrower's option, Borrower may make any payments of principal or interest of each Loan by application of non-cash patronage dividends held by any Borrower attributable to any of its Ace affiliated retail hardware stores; provided that: (i) after giving

effect to such application of such non-cash patronage dividends, Borrower will hold, in the aggregate, an amount of non-cash patronage dividends not less than \$10,000.00 for each of its Ace affiliated retail hardware stores; and (ii) after giving effect to such application of such non-cash patronage dividends, Borrower will be in all respects in compliance with the Development Agreement and no Event of Default will exist under this Agreement. In addition, Borrower may not make any prepayment of any Loan, in whole or in part, by application of non-cash patronage dividends unless and until such time as Borrower has repaid and discharged in full any and all existing loans from Lender to any Borrower which are so-called Capital Stock Loans or Equity Match Loans.

(c) Borrower agrees and acknowledges that there is no assurance that non-cash patronage dividends will be issued or available to Borrower to make any or all required payments of any Loan. Borrower further agrees and acknowledges that Lender may, in its sole discretion, apply any cash and non-cash patronage dividends otherwise payable to Borrower to any other obligation or indebtedness owed by Borrower or Borrower's Affiliates to Lender. Except where payment is made by application of non-cash patronage dividends in accordance with this Section 2.7, Borrower is obligated to make all payments required under this Agreement and the other Loan Documents when due, in full and in cash.

### ARTICLE 3 CONDITIONS PRECEDENT TO LOAN

3.1 Conditions to Initial Loan. The obligation of Lender to make the initial Loan is subject to the satisfaction of the following conditions:

(a) Lender's receipt of the following, each properly executed by an officer of the signing Loan Party, each dated the Closing Date of the initial Loan (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance satisfactory to Lender:

- (i) the Development Agreement;
- (ii) three (3) executed counterparts of this Agreement by each Person required to be a Borrower under Section 5.14;
- (iii) a Note for the initial Loan executed by each Person required to be a Borrower under Section 5.14;
- (iv) three (3) executed Security Agreements by each Person required to be a Borrower under Section 5.14;
- (v) original stock certificates representing all Class C capital stock of Ace Hardware Corporation owned by each Borrower and each Guarantor, together with assignments separate from certificate duly executed in blank therefor;
- (vi) three (3) executed Guarantees by each Person required to be a Guarantor under Section 5.14;

(vii) a landlord waiver or other collateral access agreement, in form and substance satisfactory to Lender, for each location at which collateral in which Lender is granted a security interest under a Security Agreement is located;

(viii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of officers of each Loan Party as the Lender may require;

(ix) such documents and certifications as Lender may require to evidence that each Loan Party is duly organized or formed, and that the Borrower is validly existing, in good standing and qualified to engage in business in its state of organization;

(x) such UCC, judgment, tax and other lien searches as Lender may require to evidence that the collateral in which Lender is granted a security interest is free and clear from all Liens other than Permitted Liens;

(xi) a certificate of an officer of each Loan Party stating that no consents, licenses or approvals are required for the execution, delivery and performance of the Loan Documents; and

(xii) a Right of First Refusal Agreement with Lender executed by the Borrower.

(b) Lender shall have received such documentation as Lender may require to evidence the amount of the aggregate cash investment made by Borrower toward the acquisition and development of the applicable Relevant Store Location;

(c) Borrower shall have paid to Lender a commitment fee in an amount equal to one percent (1%) of the Loan Amount of the Loan;

(d) If required by Lender, Borrower shall have a binding commitment letter from Borrower's senior lender(s) to provide a mortgage loan and/or an operating line of credit with respect to the applicable Relevant Store Location, in amounts and in form and substance acceptable to Lender;

(e) Lender shall have approved the Ace affiliation of the applicable Relevant Store Location;

(f) Any existing loans from Lender to the Borrower which is a so-called Capital Stock Loan or Equity Match Loan shall have been modified to provide for repayment of such loan by application of non-cash patronage dividends held by any Borrower with respect to any of their Ace affiliated retail hardware stores;

(g) The representations and warranties of the Borrower in Article 4 below are true and correct in all respects as of the Closing Date as if made on such date; and

(h) No Default or Event of Default shall exist as of the Closing Date.

3.2 Conditions to each Additional Loan. The obligation of Lender to make any Loan after the initial Loan is subject to the satisfaction of the following conditions:

(a) Lender's receipt of the following, each properly executed by an officer of the signing Loan Party, each dated the Closing Date of the Loan (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance satisfactory to Lender:

(i) a Note for the Loan executed by each Person required to be a Borrower under Section 5.14 in favor of Lender;

(ii) such reaffirmations of guaranties, security agreements, pledges or other agreements or certificates of the Borrower or Guarantors as the Lender may require;

(iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of officers of each Loan Party as the Lender may require;

(iv) such documents and certifications as Lender may require to evidence that each Loan Party is duly organized or formed, and that the Borrower is validly existing, in good standing and qualified to engage in business in its state of organization;

(v) such UCC, judgment, tax and other lien searches as Lender may require to evidence that the collateral in which Lender is granted a security interest is free and clear from all Liens other than Permitted Liens; and

(vi) a certificate of an officer of each Loan Party stating that no consents, licenses or approvals are required for the execution, delivery and performance of the Loan Documents;

(b) Lender shall have received such documentation as Lender may require to evidence the amount of the aggregate cash investment made by Borrower toward the acquisition and development of the applicable Relevant Store Location;

(c) Borrower shall have paid to Lender a commitment fee in an amount equal to one percent (1%) of the Loan Amount of the Loan;

(d) If required by Lender, Borrower shall have a binding commitment letter from Borrower's senior lender(s) to provide a mortgage loan and/or an operating line of credit with respect to the applicable Relevant Store Location, in amounts and in form and substance acceptable to Lender;

(e) Lender shall have approved the Ace affiliation of the applicable Relevant Store Location;

(f) The representations and warranties of the Borrower in Article 4 below are true and correct in all respects as of the Closing Date as if made on such date; and

(g) No Default or Event of Default shall exist as of the Closing Date.

#### ARTICLE 4 REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender that:

4.1 Standing with Lender. The Borrower is a retailer affiliated with Lender in good standing (including, without limitation, being Retail Standards Compliant with respect to all of its Ace affiliated retail hardware stores and in Good Credit Standing).

4.2 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is party, have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (i) any agreement or other contractual obligation to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (ii) any order, injunction, writ or decree of any governmental authority or any arbitral award to which such Person or its property is subject; or (c) violate any law or governmental regulation applicable to such Person or its property.

4.3 Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any governmental authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document.

4.4 Binding Effect. This Agreement has been, and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms.

4.5 Financial Statements; No Material Adverse Effect.

(a) The Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; (ii) fairly present the financial condition of the Borrower as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (iii) show all material indebtedness and other liabilities, direct

or contingent, of the Borrower and its Subsidiaries as of the date thereof, including liabilities for taxes, material commitments and Indebtedness.

(b) Since the date of the Financial Statements through and including the Closing Date, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

4.6 Absence of Defaults under Material Agreements. Borrower is not in breach or default, and no condition exists which with the giving of notice or passing of time would result in a breach or default, under any (a) instrument or agreement evidencing indebtedness for borrowed money, (b) lease or sublease of real property, (c) insurance policy or other insurance contract.

4.7 Taxes. Borrower has timely filed all tax returns and reports required by law to have been filed by it. Such returns are in all material respects true, correct and complete. Borrower has paid all taxes, governmental charges and assessments required to be paid by it when due and payable.

4.8 Litigation. There are no actions, suits, proceedings, claims or disputes pending or threatened or contemplated, at law, in equity, in arbitration or before any governmental authority, by or against the Borrower or any of its Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or any of the transactions contemplated hereby, or (b) either individually or in the aggregate, if determined adversely, could reasonably be expected to have a Material Adverse Effect.

4.9 Ownership of Property; Liens. The Borrower has good title to, or valid leasehold interests in, all real and personal property necessary or used in the ordinary conduct of its business, subject to no Liens other than Permitted Liens.

4.10 Subsidiaries; Equity Interests. Except as set forth on Schedule 4.10, the Borrower has no Subsidiaries. Except as set forth on Schedule 4.10, the Borrower has no equity investments in any other corporation or other Person. All of the outstanding equity interests in the Borrower have been validly issued and are fully paid and nonassessable.

4.11 Compliance with Laws. The Borrower is in compliance in all material respects with the requirements of all laws and governmental regulations and all orders, writs, injunctions and decrees applicable to it or to its properties.

4.12 Disclosure. No report, financial statement, certificate or other information furnished (whether in writing or orally) by or on behalf of any Loan Party to the Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case, as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

ARTICLE 5  
AFFIRMATIVE COVENANTS

So long as any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, the Borrower shall:

5.1 Financial Statements. Deliver to the Lender, in form and detail satisfactory to the Lender:

(a) as soon as available, but in any event within ninety (90) days after the end of each fiscal year of the Borrower, a consolidated balance sheet of the Borrower with respect to each Relevant Store Location as at the end of such fiscal year, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, which shall at Lender's request be either unaudited, audited, reviewed, or compiled and, when requested by Lender, be accompanied by a report and opinion of an independent certified public accountant, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit to which Lender objects<sup>1</sup> (together with, if the Borrower has more than one retail location, a consolidated balance sheet and consolidated statements of income and operations for the Borrower on the same basis as the financial statements provided with respect to the Relevant Store Location); and

(b) as soon as available, but in any event within thirty (30) days after the end of each calendar month, an unconsolidated balance sheet of the Borrower with respect to each Relevant Store Location as at the end of such month, and the related unconsolidated statements of income or operations, shareholders' equity and cash flows with respect to the Relevant Store Location for such month and for the portion of the Borrower's fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding month of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail.

As to any information contained in materials furnished pursuant to Section 5.2(c), the Borrower shall not be separately required to furnish such information under clause (a) or (b) above, but the foregoing shall not be in derogation of the obligation of the Borrower to furnish the information and materials described in clauses (a) and (b) above at the times specified therein.

5.2 Certificates; Other Information. Deliver to the Lender, in form and detail satisfactory to the Lender:

---

<sup>1</sup> Audited financial statements will only be required to the extent that the Lender's total exposure to Borrower under patronage loan programs is \$1.0MM or more aggregate principal amounts. If total exposure is more than \$500K and less than \$1.0MM then the statements must be reviewed by a CPA. If the total exposure is \$500K or less then the statements must be compiled by a CPA.



(a) within 45 days after the end of each calendar quarter, a certificate attesting to Borrower's compliance with its covenants under this Agreement and the absence of any Defaults hereunder, together with a computation in such detail as Lender may require, showing compliance by the Borrower with the financial covenants set forth in Section 6.8, and certified as accurate by an officer of the Borrower;

(b) promptly after the receipt thereof by any Loan Party, copies of any notices or written communications received from any holder of debt securities of any Loan Party or any Subsidiary thereof regarding any existing or alleged default or event of default under the terms of any indenture, loan or credit or similar agreement;

(c) in the event there has been a sale, transfer or other disposition of any retail location owned by the Borrower (collectively, "**Company Location**") during a fiscal quarter, concurrently with the financial statements delivered pursuant to Section 5.1(b) above, notification of such sale; and

(d) promptly, such additional information regarding the business, financial or corporate affairs of the Borrower, or compliance with the terms of the Loan Documents, as the Lender may from time to time reasonably request.

5.3 Notices. Promptly notify the Lender (a) of the occurrence of any Default, (b) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect; and (c) of any material change in accounting policies or financial reporting practices by the Borrower. Each notice pursuant to this Section shall be accompanied by a statement of an officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto. Each notice pursuant to Section 5.3(a) shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached.

5.4 Payment of Obligations. Pay and discharge as the same shall become due and payable, all its obligations and liabilities, including, without limitation all liabilities to lenders, landlords and insurance carriers.

5.5 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the laws of the jurisdiction of its organization; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation of which could reasonably be expected to have a Material Adverse Effect.

5.6 Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted; and (b) make all necessary repairs thereto and renewals and replacements thereof except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

5.7 Compliance with Law. Comply in all material respects with the requirements of all laws and governmental regulations and all orders, writs, injunctions and decrees applicable to it or to its business or property.

5.8 Taxes. Timely file all tax returns and reports required by law to be filed by it, cause all such tax returns and reports to be in all material respects true, correct and complete and pay all taxes, governmental charges and assessments required to be paid by it when due and payable.

5.9 Books and Records. Maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of the Borrower.

5.10 Inspection Rights. Permit representatives and independent contractors of the Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, as often as may be desired by the Lender.

5.11 Use of Proceeds. Use the proceeds of each Loan for the purchase of goods and services from Lender or for costs and expenses in connection with the acquisition, development and opening of the applicable Relevant Store Location.

5.12 Member Status; Store Location Existence.

(a) Maintain the Borrower's status as a retailer affiliated with Lender; and

(b) Continue to own and operate each Relevant Store Location and each other Ace affiliated retail hardware store owned and operated by Borrower during the term of this Agreement as an Ace affiliated retail hardware store (unless the Relevant Store Location is relocated in accordance with any applicable rules, restrictions, policies and procedures of Lender and such relocated store continues to be owned and operated by Borrower).

5.13 Ace ACH Electronic Payment Program. To at all times cause each Relevant Store Location to be enrolled in and use the Ace ACH electronic payment program, as from time to time in effect.

5.14 Additional Borrowers and Guarantors.

(a) Cause each Person which either:

(i) both (A) owns, directly or indirectly, more than 50%, on a fully diluted basis, of the outstanding equity securities of the Borrower and (B) owns or operates an Ace affiliated retail hardware store; or

(ii) both (A) is a Subsidiary or Affiliate of the Borrower and (B) owns or operates a Relevant Store Location;

to (x) become a Borrower by executing and delivering to the Lender a counterpart of this Agreement and each Note, a Security Agreement and/or such other document(s) as the Lender shall deem appropriate for such purpose, and (y) deliver to the Lender original certificates representing such Person's Class C capital stock of Ace Hardware Corporation, if any, and such other documents or opinions as requested by the Lender;

(b) Notify the Lender at the time that any Person becomes a Person meeting the description set forth in Section 5.14(a) above, and promptly thereafter (and in any event within thirty (30) days), cause such Person to (i) become a Borrower by executing and delivering to the Lender a counterpart of this Agreement and each Note, a Security Agreement and/or such other document(s) as the Lender shall deem appropriate for such purpose, and (ii) deliver to the Lender original certificates representing such Person's Class C capital stock of Ace Hardware Corporation, if any, and such other documents or opinions as requested by the Lender;

(c) Cause each Principal Shareholder and each Significant Shareholder and each such Person's spouse to (i) become a Guarantor by executing and delivering to the Lender a Guaranty or such other document as the Lender shall deem appropriate for such purpose, and (ii) deliver to the Lender original certificates representing such Person's Class C capital stock of Ace Hardware Corporation, if any, together with such other documents and opinions as requested by the Lender;

(d) Notify the Lender at the time that any Person becomes a Principal Shareholder or Significant Shareholder, and promptly thereafter (and in any event within thirty (30) days), cause such Person and such Person's spouse to (i) become a Guarantor by executing and delivering to the Lender a counterpart of the Guaranty or such other document as the Lender shall deem appropriate for such purpose, and (ii) deliver to the Lender original certificates representing such Person's Class C capital stock of Ace Hardware Corporation, if any, together with such other documents and opinions as requested by the Lender;

(e) Cause each Person which is an Affiliate of the Borrower to (i) become a Guarantor by executing and delivering to the Lender a Guaranty or such other document as the Lender shall deem appropriate for such purpose, and (ii) deliver to the Lender original certificates representing such Person's Class C capital stock of Ace Hardware Corporation, if any, together with such other documents and opinions as requested by the Lender; and

(f) Notify the Lender at the time that any Person becomes an Affiliate of the Borrower, and promptly thereafter (and in any event within thirty (30) days), cause such Person to (i) become a Guarantor by executing and delivering to the Lender a counterpart of the Guaranty or such other document as the Lender shall deem appropriate for such purpose, and (ii) deliver to the Lender original certificates representing such Person's Class C capital stock of Ace Hardware Corporation, if any, together with such other documents and opinions as requested by the Lender.

ARTICLE 6  
NEGATIVE COVENANTS

So long as any portion of any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, the Borrower shall not, directly or indirectly:

6.1 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following (collectively, “**Permitted Liens**”):

- (a) Liens of Lender pursuant to any Loan Document;
- (b) mortgage Liens in respect of real property existing on the date hereof and disclosed in writing to the Lender;
- (c) Liens for taxes not yet due or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;
- (d) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s or other like Liens arising in the ordinary course of business which are not overdue for a period of more than thirty (30) days or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person;
- (e) pledges or deposits in the ordinary course of business in connection with workers’ compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA;
- (f) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;
- (g) easements, rights-of-way, restrictions and other similar encumbrances affecting real property which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person; and
- (h) Liens for one or more operating lines of credit.

6.2 Investments; Subsidiaries. (a) Make any Investments of the type described in clauses (a) and (c) of the definition of Investments (including without limitation the formation or acquisition, by merger or otherwise, of any Subsidiary) or (b) if any Default has occurred and is continuing, make any other type of Investments.

6.3 Fundamental Changes. Merge, dissolve, liquidate, consolidate with or into another Person, or dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person.

6.4 Dispositions. Make any sale, transfer, license, lease or other disposition (including any sale and leaseback transaction) of any asset or enter into any agreement to make any of the foregoing, except (a) dispositions of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business; (b) dispositions of inventory in the ordinary course of business; or (c) dispositions of equipment or real property (other than any Relevant Store Location) to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such disposition are applied to the purchase price of such replacement property within 365 days following the date of such disposition; provided, however, that any disposition pursuant to clauses (b) or (c) shall be for not less than net book value.

6.5 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that so long as no Default shall have occurred and be continuing at the time of any action described below or would result therefrom:

(a) the Borrower may declare and make dividend payments or other distributions payable solely in the common stock or other common equity interests of such Person;

(b) the Borrower may purchase, redeem or otherwise acquire equity interests issued by it with the proceeds received from the substantially concurrent issue of new shares of its common stock or other common equity interests; and

(c) if Borrower is a subchapter s corporation, limited liability company, or partnership, make quarterly distributions to each of its shareholders, partners or members in an amount not greater than the quarterly estimated income tax payments required to be made by each such Person based upon the income of such Person accruing due to the operations of the Borrower and the resulting federal tax liability of such Person.

6.6 Change in Nature of Business. Engage in any material line of business substantially different from those lines of business conducted by the Borrower on the date hereof or any business substantially related or incidental thereto.

6.7 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Borrower, whether or not in the ordinary course of business, other than transactions which are on fair and reasonable terms substantially as favorable to the Borrower as would be obtainable by the Borrower at the time in a comparable arm's length transaction with a Person other than an Affiliate.

6.8 Financial Covenants.

(a) Permit the aggregate amount of RSC Purchases by the Borrower with respect to any Relevant Store Location to be less than \$35 per retail square foot for each calendar year (or part-year) from and after the Closing Date.

(b) Permit the aggregate amount of purchases by the Borrower from the Lender with respect to any Relevant Store Location to be less than \$50 per retail square foot for each calendar year (or part-year) from and after the Closing Date.

(c) Purchase, in the aggregate, less than 80% of all inventory purchased for departments 1, 2, 3, 4, 5 and 7 with respect to any Relevant Store Location from Lender for each calendar year (or part-year) from and after the Closing Date.

6.9 Cash Investment. Permit to be withdrawn Borrower's initial cash investment made by Borrower toward the acquisition and development of any Relevant Store Location.

## ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES

7.1 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Loan Party fails to pay (i) when and as required to be paid herein or in any Note, any amount of principal of any Loan or (ii) subject to the provisions of Section 2.4(c), within three (3) days after the same becomes due, any interest on any Loan or any fee due hereunder or any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. The Borrower fails to perform or observe any term, covenant or agreement contained in (i) Sections 5.14 (Additional Borrowers and Guarantors) or (ii) 6.9 (Cash Investment); or

(c) Member Status; Relevant Store Locations Existence. The Borrower fails to perform or observe any term, covenant or agreement contained in Section 5.12; or

(d) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in subsection (a), (b) or (c) above) contained in this Agreement or any other Loan Document on its part to be performed or observed and such failure continues for thirty (30) days; or

(e) Representations and Warranties. (i) Any representation or warranty of the Borrower contained in Article 4 shall be incorrect or misleading when made or deemed made, or (ii) any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party, in any other Loan Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(f) Cross-Default. (i) Borrower shall be in breach or default under the Development Agreement, (ii) any Loan Party or any of their Subsidiaries shall be in default

of any other Indebtedness owing to the Lender, (iii) any Loan Party or any of its Subsidiaries shall be in default (or shall have been in default at any time) with respect to more than 6 of the 26 most recent bi-weekly statements issued by the Lender and/or its Affiliates or (iv) any Loan Party or any of its Subsidiaries shall be in default of any other Indebtedness owing to any other Person and any enforcement proceeding or foreclosure action is commenced; or

(g) Insolvency Proceedings, Etc. Any Loan Party or any of its Subsidiaries institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for thirty (30) calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for thirty (30) calendar days, or an order for relief is entered in any such proceeding; or

(h) Inability to Pay Debts; Attachment. (i) The Borrower becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within thirty (30) days after its issue or levy; or

(i) Judgments. There is entered against the Borrower a final judgment or order for the payment of money in excess of \$10,000 (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage), and (i) enforcement proceedings are commenced by any creditor upon such judgment or order, or (ii) there is a period of ten (10) consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(j) Invalidity of Loan Documents. Any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect; or any Loan Party or any other Person (acting on behalf of a Loan Party) contests in any manner the validity or enforceability of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any Loan Document; or

(k) Change of Control. There occurs any Change of Control.

## 7.2 Remedies Upon Event of Default.

(a) If any Event of Default occurs and is continuing, the Lender shall be entitled (but not required) to terminate the obligation of the Lender to make any and all Loans and

shall thereafter receive interest on the principal amount of all outstanding Obligations at the rate specified under Section 2.4(b) hereunder.

(b) In addition, if any Event of Default described in Sections 7.1(a), (b), (c), (f)(iv), (g), (h)(ii), (i)(i), (j) or (k) (an “**Acceleration Event of Default**”) occurs and is continuing, the Lender shall additionally be entitled (but not required) to declare the unpaid principal amount of the Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower and to exercise all rights and remedies available under the Loan Documents or at law; provided, however, that to the extent an Acceleration Event of Default under any of Sections 7.1(a), (b)(ii) or (c) relates to less than all of the Loans or Relevant Store Locations, then only those Loans to which the Acceleration Event of Default relates, or made for Relevant Store Locations to which the Event of Defaults relates, will be subject to acceleration under this Section 7.2(b).

(c) Notwithstanding the foregoing, upon the occurrence of either an Event of Default under Section 7.1(c) or an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the termination of the obligation of the Lender to make the Loans under Section 7.2(a) and the acceleration of the Loan(s) and interest and other amounts due hereunder under Section 7.2(b) shall be automatic, in each case without further act of the Lender.

**7.3 Application of Funds.** After the exercise of remedies provided for in Section 7.2 (or after the Loans have automatically become immediately due and payable) any amounts received (or deemed received in the case of any setoff exercised by the Lender as provided herein, including in Section 2.7 hereof) on account of the Obligations shall be applied by the Lender in the following order:

(a) First, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lender (including fees, charges and disbursements of counsel to the Lender);

(b) Second, to payment of that portion of the Obligations constituting accrued and unpaid fees and interest on the Loans, and other Obligations;

(c) Third, to payment of that portion of the Obligations constituting unpaid principal of the Loans; and

(d) Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by applicable law or governmental regulation.



## ARTICLE 8 MISCELLANEOUS

8.1 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Lender and the Borrower or the applicable Loan Party, as the case may be, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

### 8.2 Notices; Effectiveness; Electronic Communication.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 8.2. Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient).

(b) Change of Address, Etc. The Borrower and the Lender may change their respective address, telecopier or telephone number for notices and other communications hereunder by notice to the other party hereto.

8.3 No Waiver; Cumulative Remedies. No failure or delay by the Lender in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

### 8.4 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrower shall pay on demand (i) all reasonable out-of-pocket expenses incurred by the Lender (including the reasonable fees, charges and disbursements of counsel for the Lender), in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all out-of-pocket expenses incurred by the Lender (including the fees, charges and disbursements of any counsel for the Lender), in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan

Documents, including its rights under this Section, or (B) in connection with the Loans made, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

(b) Indemnification by the Borrower. The Borrower shall indemnify on demand the Lender and each of the Lender's Affiliates and the partners, directors, officers, employees, agents and advisors of the Lender and the Lender's Affiliates (each such Person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated hereby or thereby, or, the administration of this Agreement and the other Loan Documents, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or release of hazardous materials on or from any property owned or operated by the Borrower, or any environmental liability related in any way to the Borrower, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto, in all cases, whether or not caused by or arising, in whole or in part, out of the comparative, contributory or sole negligence of the Indemnitee; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the Loan or the use of the proceeds thereof.

8.5 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender.

8.6 Right of Setoff. If an Event of Default shall have occurred and be continuing, the Lender, and each of Lender's Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all obligations at any time owing by the Lender, or any such Affiliate of the Lender, to or for the credit or the account of

the Borrower or any other Loan Party against any and all of the Obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to the Lender, irrespective of whether or not the Lender shall have made any demand under this Agreement or any other Loan Document and although such Obligations of the Borrower or such Loan Party may be contingent or unmatured. The rights of the Lender and Lender's Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that the Lender or the Lender's Affiliates may have.

8.7 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable law (the "**Maximum Rate**"). If the Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

8.8 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 3.1, this Agreement shall become effective when it shall have been executed by the Borrower and the Lender.

8.9 Survival of Representations and Warranties. All representations and warranties made by any Loan Party hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Lender, regardless of any investigation made by the Lender or on Lender's behalf and notwithstanding that the Lender may have had notice or knowledge of any Default at the time of the making of the Loan, and shall continue in full force and effect for as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or as Lender has any continuing obligation to fund additional Loans hereunder.

8.10 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a

provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.11 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

(b) ARBITRATION. THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO BINDING ARBITRATION FOR ANY MATTER OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT. THE ARBITRATION SHALL BE CONDUCTED BY A SOLE ARBITRATOR AND BE GOVERNED BY THE UNITED STATES ARBITRATION ACT. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY ANY COURT HAVING JURISDICTION THEREOF. THE PLACE OF THE ARBITRATION SHALL BE CHICAGO, ILLINOIS.

(c) WAIVER OF VENUE. THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY U.S. FEDERAL OR ILLINOIS STATE COURT IN CHICAGO, ILLINOIS. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 8.2. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

8.12 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE

THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

8.13 Joint and Several Liability.

(a) Notwithstanding anything to the contrary contained herein, all Obligations of Borrower hereunder shall be joint and several obligations of each Person identified as the Borrower in this Agreement, together with each other Person that becomes a Borrower pursuant to Section 5.14 or otherwise.

(b) Notwithstanding any provisions of this Agreement to the contrary, it is intended that the joint and several nature of the Obligations of Borrower and the liens and security interests granted by Borrower to secure the Obligations, not constitute a “Fraudulent Conveyance” (as defined below). Consequently, Lender and Borrower agree that if the Obligations of a Borrower, or any liens or security interests granted by such Borrower securing the Obligations would, but for the application of this sentence, constitute a Fraudulent Conveyance, the Obligations of such Borrower and the liens and security interests securing such Obligations shall be valid and enforceable only to the maximum extent that would not cause such Obligations or such lien or security interest to constitute a Fraudulent Conveyance, and the Obligations of such Borrower and this Agreement shall automatically be deemed to have been amended accordingly. For purposes hereof, “**Fraudulent Conveyance**” means a fraudulent conveyance under Section 548 of Chapter 11 of the Bankruptcy Code or a fraudulent conveyance or fraudulent transfer under the applicable provisions of any fraudulent conveyance or fraudulent transfer law or similar law of any state, nation or other governmental unit, as in effect from time to time.

(c) Each Borrower assumes responsibility for keeping itself informed of the financial condition of each of the other Borrowers, if any, and any and all endorsers and/or guarantors of any instrument or document evidencing all or any part of such other Borrower’s Obligations and of all other circumstances bearing upon the risk of nonpayment by such other Borrower of their Obligations and each Borrower agrees that Lender shall not have any duty to advise such Borrower of information known to Lender regarding such condition or any such circumstances or to undertake any investigation not a part of its regular business routine. If Lender, in its sole discretion, undertakes at any time or from time to time to provide any such information to a Borrower, Lender shall not be under any obligation to update any such information or to provide any such information to such Borrower on any subsequent occasion.

(d) Lender is hereby authorized, without notice or demand and without affecting the liability of a Borrower hereunder, at any time and from time to time, to do the following: (i) renew, extend, accelerate or otherwise change the time for payment of, or other terms relating to another Borrower’s Obligations or otherwise modify, amend or change the terms of any promissory note or other agreement, document or instrument now

or hereafter executed by a Borrower and delivered to Lender; (ii) accept partial payments on a Borrower's Obligations; (iii) take and hold security or collateral for the payment of another Borrower's Obligations hereunder or for the payment of any guaranties of another Borrower's Obligations or other liabilities of another Borrower and exchange, enforce, waive and release any such security or collateral; (iv) apply such security or collateral and direct the order or manner of sale thereof as Lender, in its sole discretion, may determine; and (v) settle, release, compromise, collect or otherwise liquidate a Borrower's Obligations and any security or collateral therefor in any manner, without affecting or impairing the obligations of the other Borrowers.

(e) Each Borrower hereby agrees that, except as hereinafter provided, its obligations hereunder are unconditional, irrespective of any of the following: (i) the absence of any attempt to collect a Borrower's Obligations from any Borrower or any guarantor or other action to enforce the same; (ii) the waiver or consent by Lender with respect to any provision of any instrument evidencing Borrower's Obligations, or any part thereof, or any other agreement heretofore, now or hereafter executed by a Borrower and delivered to Lender; (iii) failure by Lender to take any steps to perfect and maintain its security interest in, or to preserve its rights to, any security or collateral for Borrower's Obligations; (iv) the institution of any proceeding under the Bankruptcy Code, or any similar proceeding, by or against a Borrower or Lender's election in any such proceeding of the application of Section 1111(b)(2) of the Bankruptcy Code; (v) any borrowing or grant of a security interest by any Borrower as debtor-in-possession, under Section 364 of the Bankruptcy Code; (vi) the disallowance, under Section 502 of the Bankruptcy Code, of all or any portion of any claim by Lender for repayment of any of Borrower's Obligations; or (vii) any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor.

(f) No payment made by or for the account of a Borrower including, without limitations, a payment made by that Borrower on behalf of another Borrower's Obligations or a payment made by any other person under any guaranty, will entitle that Borrower, by subrogation or otherwise, to any payment from any such other Borrower or from or out of any such other Borrower's property and that Borrower shall not exercise any right or remedy against any such other Borrower or any property of any such other Borrower by reason of any performance of any such Borrower of its joint and several obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**ACE HARDWARE CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Insert Legal Name of Borrower*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **SCHEDULE 8.02**

### **NOTICES**

If to the Lender:

Ace Hardware Corporation  
2915 Jorie Blvd  
Oak Brook, Illinois 60523-2100  
Attention: Director of Credit  
Telephone: (630) 990-7250  
Telecopier: (630) 571-5516

With a copy to:

Ace Hardware Corporation  
2915 Jorie Blvd  
Oak Brook, Illinois 60523-2100  
Attention: General Counsel  
Telephone: (630) 990-6600  
Telecopier: (630) 990-6856

If to the Borrower:

|  |
|--|
|  |
|  |
|  |
|  |



## MULTI-UNIT CAPITAL STOCK FINANCING PROGRAM

### LOAN AGREEMENT (TIER 4)

This MULTI-UNIT CAPITAL STOCK FINANCING PROGRAM LOAN AGREEMENT (as amended, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of \_\_\_\_\_, 20\_\_\_\_ by and among *[Insert full name of Borrower’s legal entity, a Insert state of incorporation/organization and type of entity i.e., corporation, limited liability company]* and *[Insert full name of Co-Borrower’s legal entity, a Insert state of incorporation/organization and type of entity i.e., corporation, limited liability company]* (collectively, the “**Borrower**”) and ACE HARDWARE CORPORATION, a Delaware corporation (the “**Lender**”).

The Borrower has or will enter into a certain Store Development Agreement (Tier 4 Multi-Unit Capital Stock Financing Program) with Lender (the “**Development Agreement**”) pursuant to which the Borrower has committed to Lender to acquire, develop and open not less than three (3) new Ace affiliated retail hardware stores during a period of five (5) years.

The Borrower has requested that the Lender make available to it a term loan in connection with each such Ace affiliated retail hardware store to be developed and/or acquired by the Borrower, and the Lender is willing to do so on the terms and conditions set forth herein.

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

#### ARTICLE 1 DEFINITIONS AND ACCOUNTING TERMS

1.1 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

“**Acceleration Event of Default**” has the meaning specified in Section 7.2(b).

“**Affiliate**” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified.

“**Base Rate**” means, for any day, a fluctuating rate per annum equal to the rate of interest in effect for such day as the "prime rate" as publicly reported from time to time in the Wall Street Journal, Midwest Edition, under the section entitled "Money Rates" as the average per annum rate of interest charged on commercial loans posted by at least 75% of the nation's thirty (30) largest banks; provided that the Base Rate shall initially be set on the date of the funding of the relevant Loan and shall thereafter change quarterly effective as of the first day of each calendar-year quarter occurring thereafter (each an “**Interest Reset Date**”) (and such rate, subject to the imposition of a default rate of interest, shall remain unchanged until the next Interest Reset Date to occur at which time it will reset per the publication in the Wall Street Journal as indicated above); provided further that if the Wall Street Journal is not published on an Interest Reset Date, the rate applicable from

and after such Interest Reset Date until the next Interest Reset Date shall be the rate most recently publicly reported in the Wall Street Journal.

“**Borrower**” means, collectively, and jointly and severally, each Person identified as the Borrower in the preamble to this Agreement, together with each other Person that becomes a Borrower pursuant to Section 5.14 or otherwise.

“**Business Day**” means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the State of Illinois.

“**Change of Control**” means an event or series of events by which the Principal Shareholders shall cease to have at least the minimum ownership percentage with respect to the equity securities of the Borrower entitled to vote for members of the board of directors or equivalent governing body of the Borrower on a fully-diluted basis. As used herein, “minimum ownership percentage” means the greater of (i) 90% of the ownership percentage which the Principal Shareholders, as of the date hereof, have of the equity securities of the Borrower entitled to vote for members of the board of directors or equivalent governing body of the Borrower and (ii) 50.1%.

“**Closing Date**” means, for each Loan, the first date that all the conditions precedent to such Loan in Section 3.1 or Section 3.2, as applicable, are satisfied or waived by the Lender.

“**Debtor Relief Laws**” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“**Default**” means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“**Development Agreement**” has the meaning specified in the Recitals.

“**ERISA**” means the Employee Retirement Income Security Act of 1974.

“**Event of Default**” has the meaning specified in Section 7.1.

“**Financial Statements**” means the *[insert type of financial statement (i.e., unaudited, audited, reviewed, compiled) included with application]* consolidated balance sheet of the Borrower for the relevant fiscal year, and the related consolidated statements of income or operations, shareholders’ equity and cash flows for the relevant fiscal year, including the notes thereto. As used herein, “relevant fiscal year” means (i) if the date hereof is after March 31 of the current year or if financial information for the most recently ended fiscal year of the Borrower is available, the most recently fiscal year of the Borrower, otherwise (ii) the fiscal year of the Borrower immediately preceding the most recently ended fiscal year of the Borrower.

**“GAAP”** means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

**“Good Credit Standing”** means that no amount due and owing by the Borrower to Lender has not been paid in full when due and that the Borrower is not otherwise in breach or default in any monetary obligations owing to Lender.

**“Guarantors”** means, collectively, each Person that becomes a guarantor of the Obligations (or any part thereof) pursuant to Section 5.14 or otherwise.

**“Guaranty”** means any guaranty made by a Guarantor in favor of the Lender.

**“Indebtedness”** means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP: (a) all obligations of such Person (i) under capital leases, (ii) for borrowed money and (iii) evidenced by bonds, debentures, notes, loan agreements or other similar instruments; (b) all direct or contingent obligations of such Person arising under letters of credit, bankers’ acceptances, bank guaranties, surety bonds and similar instruments; (c) net obligations of such Person under any swap contract or other hedging transaction; (d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business); (e) indebtedness secured by a Lien on property owned or being purchased by such Person, whether or not such indebtedness shall have been assumed by such Person or is limited in recourse; (f) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any equity interest in such Person or any other Person; and (g) all guarantees of such Person in respect of any of the foregoing. For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is non-recourse to such Person.

**“Indemnitees”** has the meaning specified in Section 8.4(b).

**“Investment”** means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of capital stock or other securities of another Person, (b) a loan or advance to, guarantee or assumption of debt of, or purchase or other acquisition of any other debt participation or debt interest in, another Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor guarantees Indebtedness of such other Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit.

**“Lien”** means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or

preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

**“Loan”** means each term loan made by the Lender to the Borrower hereunder as evidenced by a Note and **“Loans”** means all such Loans collectively.

**“Loan Amount”** means, with respect to each Loan, an amount equal to the lesser of (a) \$400,000.00 or (b) the aggregate cash investment made by Borrower toward the acquisition and development of the Relevant Store Location with respect to which the Loan is to be made and evidenced by documentation satisfactory to Lender.

**“Loan Documents”** means this Agreement, the Notes, any Guaranty, any Security Agreement and any other instruments, agreements or other documents executed and delivered to Lender in connection with the Loans.

**“Loan Parties”** means, collectively, the Borrower and each Guarantor.

**“Material Adverse Effect”** means (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent) or condition (financial or otherwise) of the Borrower; (b) a material impairment of the ability of any Loan Party to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document to which it is a party.

**“Maturity Date”** means, for each Loan, the date ten (10) years after the Closing Date of such Loan.

**“Note”** means each promissory note made by the Borrower in favor of the Lender to evidence a Loan and **“Notes”** means all such Notes collectively.

**“Obligations”** means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to the Loans of the Borrower to which the Lender or its Affiliate is a party, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

**“Organization Documents”** means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws; (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument,

filing or notice with respect thereto filed in connection with its formation or organization with the applicable governmental authority in the jurisdiction of its formation or organization.

**“Payment Date”** means, for each Loan, April 30 of each calendar year until the applicable Maturity Date or such date the Loan is sooner paid in full; provided, that if any such date is not a Business Day, then the Payment Date in respect of such date shall be the next succeeding Business Day.

**“Permitted Liens”** has the meaning set forth in Section 6.1.

**“Person”** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

**“Principal Shareholders”** means each Person, other than a Borrower, which is or becomes both (i) a stockholder of the Lender or an owner, directly or indirectly, of majority-voting control of a stockholder of the Lender, and (ii) an owner, directly or indirectly, of more than 50%, on a fully diluted basis, of the outstanding equity securities of a Borrower (including for such calculations any stock ownership of the spouses and children of such Person and trusts established for the benefit of the foregoing).

**“Relevant Store Location”** means each additional Ace affiliated retail hardware store which Borrower acquires and/or develops in accordance with the Development Agreement (which shall not, prior to date of this Agreement, have been owned or operated by the Borrower or its Affiliates (including, without limitation, the Principal Shareholders)) and with respect to which a Loan is made under this Agreement and **“Relevant Store Locations”** means all such Relevant Store Locations collectively.

**“Restricted Payment”** means any dividend or other distribution (whether in cash, securities or other property) with respect to any capital stock or other equity interest of the Borrower, any payment (whether in cash, securities or other property) on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such equity interest, or any other payment on account of any return of capital to the Borrower’s stockholders, partners or members (or the equivalent Person thereof).

**“Retail Standards Compliant”** means that the Borrower is in compliance with: (i) the General Member Standards under and as defined in the Borrower’s membership agreement with the Lender, as the same may be amended, modified or supplemented from time to time; and (ii) if the Borrower is a party to an Ace Brand Agreement with the Lender, the Borrower is in compliance with the Ace Brand Standards under and as defined in such agreement, as the same may be amended, supplemented or otherwise modified from time to time.

**“RSC Purchases”** means warehouse, stop and bulletin purchases with respect to the Relevant Store Locations.

**“Security Agreement”** means any security agreement made by a Borrower in favor of the Lender.

**“Significant Shareholder”** means each Person, other than a Principal Shareholder or a Borrower, that is or becomes the holder of 10% or more of the equity interests (whether directly or indirectly) of a Borrower.

**“Subsidiary”** of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person.

1.2 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words “herein,” “hereof” and “hereunder,” and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including;” the words “to” and “until” each mean “to but excluding;” and the word “through” means “to and including.”

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.3 Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Financial Statements, except as otherwise specifically prescribed herein.

## ARTICLE 2 THE LOAN; MECHANICS

### 2.1 Loans.

(a) Upon satisfaction of the conditions precedent set forth in Section 3.1 hereof, and subject to the representations, warranties, covenants and conditions contained in this Agreement and the other Loan Documents, the Lender agrees to make, on the applicable Closing Date, an initial Loan in the applicable Loan Amount to the Borrower with respect to the initial Relevant Store Location.

(b) Upon satisfaction of the conditions precedent set forth in Section 3.2 hereof, and subject to the representations, warranties, covenants and conditions contained in this Agreement and the other Loan Documents, the Lender agrees to make, on the applicable Closing Date, an additional Loan in the applicable Loan Amount to the Borrower with respect to each additional Relevant Store Location opened by Borrower pursuant to and in accordance with the Development Agreement. Notwithstanding the foregoing, Lender will have no obligation to make any additional Loans or advances after the termination or expiration of the five (5) year term of the Development Agreement.

(c) The Lender may, in its sole and absolute discretion, make any Loan to the Borrower in the form of one or more advances for credit against statements for good and services provided by the Lender to the Borrower with respect to the Relevant Store Location with respect to which the Loan is made, as and when such statements are generated by the Lender.

2.2 Prepayments. The Borrower may, at any time or from time to time voluntarily prepay the Loans in whole or in part without premium or penalty; provided that any prepayment shall be in a principal amount of \$5,000.00 or a whole multiple of \$5,000.00 in excess thereof or, if less, the entire principal amount thereof then outstanding. Any prepayment of the Loans shall be accompanied by all accrued interest on the amount prepaid, together with any other amount then due under the Loan Documents with respect to any Loan. Any prepayment in respect of a Loan shall be applied to the remaining scheduled principal installments in respect of the Loan in inverse order of maturity (i.e, first applied to amounts due on the Maturity Date until reduced to zero).

2.3 Repayment of Loans. Each Loan shall be repaid as follows:

(a) Commencing with the first Payment Date occurring after the applicable Closing Date, the Borrower shall make amortizing principal repayments of the Loan on the basis of a level payment amortization schedule (i.e., each level payment will consist in part of interest and in part of principal) determined by the Lender based on a term of 10 years and on the interest chargeable from time to time in respect of the Loan as provided in Section 2.4 below.

(b) The Lender shall notify the Borrower of the initial amount of the level payment referred to in clause (a) above prior to the Payment Date referred to in clause (a) above and the Lender shall notify the Borrower from time to time of any changes in the amount of the level payment (and any corresponding changes in the amortization schedule with respect to the principal amount of the Loan) resulting from changes in the interest rate chargeable under Section 2.4 or from changes in the Base Rate (it being understood that a failure or delay by the Lender to notify the Borrower of changes in the level amount due and payable with respect to a Payment Date or successive Payment Dates shall not affect the principal or interest actually owed or owing in respect of the Loan.)

(c) The first nine (9) annual amortizing installments of principal and interest on each Loan will be due and payable as follows:

(i) If Borrower is eligible to make all or any portion of such payment by application of non-cash patronage dividends in accordance with Section 2.7(b), then Borrower shall be deemed to elect to make such payment, by application of available non-cash patronage dividends to the maximum extent it may do so in accordance with Section 2.7(b) and Lender will be authorized to effectuate the making of such payment on the applicable Payment Date. Notwithstanding the foregoing, Borrower may elect to have the payment billed and paid in the manner set forth in subsection (ii) below, if it notifies Lender in writing at least thirty (30) days prior to the Payment Date of its intent to make payment in cash.

(ii) To the extent all or any portion of such payment may not or will not be paid by application of non-cash patronage dividends pursuant to subsection (i), Lender will bill the amount of such payment on the bi-weekly billing statement submitted by Lender to Borrower for merchandise and services purchased by Borrower from Lender during the period including the applicable Payment Date, and such payment shall be due and payable on the due date then applicable to the billing statement on which such payment is billed and shall be paid to the Lender in the manner applicable to such billing statement, or in such other manner as may be agreed by Lender in writing. Any payment billed on a bi-weekly billing statement and not paid when due will incur late payment service charges as set forth in such bi-weekly billing statement, in addition to interest accruing under this Agreement.

(d) On the Maturity Date of each Loan, the Borrower shall pay to the Lender the entire outstanding principal balance of such Loan, together with all accrued and unpaid interest thereon and any and all other Obligations hereunder with respect to such Loan,



without any notice or demand from Lender whatsoever. To the extent Borrower is eligible to make such payment by application of non-cash patronage dividends in accordance with Section 2.7(b), then Borrower shall be deemed to elect to make such payment, by application of available non-cash patronage dividends to the maximum extent it may do so in accordance with Section 2.7(b) and Lender will be authorized to effectuate the making of such payment on the Maturity Date. Notwithstanding the foregoing, Borrower may elect to pay such payment in cash if it notifies Lender in writing at least thirty (30) days prior to the Maturity Date of its intent to make payment in cash. To the extent not paid by application of non-cash patronage dividends, payment of the principal and interest of each Loan and any and all other Obligations with respect to such Loan on the Maturity Date shall be paid by the Borrower in immediately available funds not later than 1:00 p.m. Chicago time on the Maturity Date.

#### 2.4 Interest.

(a) Subject to the provisions of subsection (b) below, each Loan shall bear interest on the outstanding principal amount thereof from the Closing Date at a rate of interest equal to the Base Rate plus One Percent (1.0%) per annum.

(b) While any Event of Default exists, the Borrower shall pay interest on the principal amount of all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Base Rate plus Six Percent (6.0%) per annum, to the fullest extent permitted by applicable law.

(c) Accrued and unpaid interest on any past due amounts shall be due and payable upon demand.

(d) Interest on each Loan shall be due and payable on each applicable Payment Date occurring after the Closing Date of the Loan as part of the level payments referred to under Section 2.3 above and on the Maturity Date of the Loan. Interest on each Loan shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.5 Computation of Interest. All computations of interest shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed.

2.6 Evidence of Debt. Each Loan shall be evidenced by an account or record maintained by the Lender in the ordinary course of business. The account or record maintained by the Lender shall be conclusive absent manifest error of the amount of the Loan to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations.

#### 2.7 Payments.

(a) All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff.

(b) At Borrower's option, Borrower may make any payments of principal or interest of each Loan by application of non-cash patronage dividends held by any Borrower attributable to any of its Ace affiliated retail hardware stores; provided that: (i) after giving effect to such application of such non-cash patronage dividends, Borrower will hold, in the aggregate, an amount of non-cash patronage dividends not less than \$10,000.00 for each of its Ace affiliated retail hardware stores; and (ii) after giving effect to such application of such non-cash patronage dividends, Borrower will be in all respects in compliance with the Development Agreement and no Event of Default will exist under this Agreement. In addition, Borrower may not make any prepayment of any Loan, in whole or in part, by application of non-cash patronage dividends unless and until such time as Borrower has repaid and discharged in full any and all existing loans from Lender to any Borrower which are so-called Capital Stock Loans or Equity Match Loans.

(c) Borrower agrees and acknowledges that there is no assurance that non-cash patronage dividends will be issued or available to Borrower to make any or all required payments of any Loan. Borrower further agrees and acknowledges that Lender may, in its sole discretion, apply any cash and non-cash patronage dividends otherwise payable to Borrower to any other obligation or indebtedness owed by Borrower or Borrower's Affiliates to Lender. Except where payment is made by application of non-cash patronage dividends in accordance with this Section 2.7, Borrower is obligated to make all payments required under this Agreement and the other Loan Documents when due, in full and in cash.

### ARTICLE 3 CONDITIONS PRECEDENT TO LOAN

3.1 Conditions to Initial Loan. The obligation of Lender to make the initial Loan is subject to the satisfaction of the following conditions:

(a) Lender's receipt of the following, each properly executed by an officer of the signing Loan Party, each dated the Closing Date of the initial Loan (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance satisfactory to Lender:

- (i) the Development Agreement;
- (ii) three (3) executed counterparts of this Agreement by each Person required to be a Borrower under Section 5.14;
- (iii) a Note for the initial Loan executed by each Person required to be a Borrower under Section 5.14;
- (iv) three (3) executed Security Agreements by each Person required to be a Borrower under Section 5.14;
- (v) original stock certificates representing all Class C capital stock of Ace Hardware Corporation owned by each Borrower and each Guarantor, together with assignments separate from certificate duly executed in blank therefor;

(vi) three (3) executed Guarantees by each Person required to be a Guarantor under Section 5.14;

(vii) a landlord waiver or other collateral access agreement, in form and substance satisfactory to Lender, for each location at which collateral in which Lender is granted a security interest under a Security Agreement is located;

(viii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of officers of each Loan Party as the Lender may require;

(ix) such documents and certifications as Lender may require to evidence that each Loan Party is duly organized or formed, and that the Borrower is validly existing, in good standing and qualified to engage in business in its state of organization;

(x) such UCC, judgment, tax and other lien searches as Lender may require to evidence that the collateral in which Lender is granted a security interest is free and clear from all Liens other than Permitted Liens;

(xi) a certificate of an officer of each Loan Party stating that no consents, licenses or approvals are required for the execution, delivery and performance of the Loan Documents; and

(xii) a Right of First Refusal Agreement with Lender executed by the Borrower.

(b) Lender shall have received such documentation as Lender may require to evidence the amount of the aggregate cash investment made by Borrower toward the acquisition and development of the applicable Relevant Store Location;

(c) Borrower shall have paid to Lender a commitment fee in an amount equal to one percent (1%) of the Loan Amount of the Loan;

(d) If required by Lender, Borrower shall have a binding commitment letter from Borrower's senior lender(s) to provide a mortgage loan and/or an operating line of credit with respect to the applicable Relevant Store Location, in amounts and in form and substance acceptable to Lender;

(e) Lender shall have approved the Ace affiliation of the applicable Relevant Store Location;

(f) Any existing loans from Lender to the Borrower which is a so-called Capital Stock Loan or Equity Match Loan shall have been modified to provide for repayment of such loan by application of non-cash patronage dividends held by any Borrower with respect to any of their Ace affiliated retail hardware stores;

(g) The representations and warranties of the Borrower in Article 4 below are true and correct in all respects as of the Closing Date as if made on such date; and

(h) No Default or Event of Default shall exist as of the Closing Date.

3.2 Conditions to each Additional Loan. The obligation of Lender to make any Loan after the initial Loan is subject to the satisfaction of the following conditions:

(a) Lender's receipt of the following, each properly executed by an officer of the signing Loan Party, each dated the Closing Date of the Loan (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance satisfactory to Lender:

(i) a Note for the Loan executed by each Person required to be a Borrower under Section 5.14 in favor of Lender;

(ii) such reaffirmations of guaranties, security agreements, pledges or other agreements or certificates of the Borrower or Guarantors as the Lender may require;

(iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of officers of each Loan Party as the Lender may require;

(iv) such documents and certifications as Lender may require to evidence that each Loan Party is duly organized or formed, and that the Borrower is validly existing, in good standing and qualified to engage in business in its state of organization;

(v) such UCC, judgment, tax and other lien searches as Lender may require to evidence that the collateral in which Lender is granted a security interest is free and clear from all Liens other than Permitted Liens; and

(vi) a certificate of an officer of each Loan Party stating that no consents, licenses or approvals are required for the execution, delivery and performance of the Loan Documents;

(b) Lender shall have received such documentation as Lender may require to evidence the amount of the aggregate cash investment made by Borrower toward the acquisition and development of the applicable Relevant Store Location;

(c) Borrower shall have paid to Lender a commitment fee in an amount equal to one percent (1%) of the Loan Amount of the Loan;

(d) If required by Lender, Borrower shall have a binding commitment letter from Borrower's senior lender(s) to provide a mortgage loan and/or an operating line of

credit with respect to the applicable Relevant Store Location, in amounts and in form and substance acceptable to Lender;

(e) Lender shall have approved the Ace affiliation of the applicable Relevant Store Location;

(f) The representations and warranties of the Borrower in Article 4 below are true and correct in all respects as of the Closing Date as if made on such date; and

(g) No Default or Event of Default shall exist as of the Closing Date.

#### ARTICLE 4 REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender that:

4.1 Standing with Lender. The Borrower is a retailer affiliated with Lender in good standing (including, without limitation, being Retail Standards Compliant with respect to all of its Ace affiliated retail hardware stores and in Good Credit Standing).

4.2 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is party, have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (i) any agreement or other contractual obligation to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (ii) any order, injunction, writ or decree of any governmental authority or any arbitral award to which such Person or its property is subject; or (c) violate any law or governmental regulation applicable to such Person or its property.

4.3 Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any governmental authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document.

4.4 Binding Effect. This Agreement has been, and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms.

4.5 Financial Statements; No Material Adverse Effect.

(a) The Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; (ii) fairly present the financial condition of the Borrower as of the date

thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (iii) show all material indebtedness and other liabilities, direct or contingent, of the Borrower and its Subsidiaries as of the date thereof, including liabilities for taxes, material commitments and Indebtedness.

(b) Since the date of the Financial Statements through and including the Closing Date, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

4.6 Absence of Defaults under Material Agreements. Borrower is not in breach or default, and no condition exists which with the giving of notice or passing of time would result in a breach or default, under any (a) instrument or agreement evidencing indebtedness for borrowed money, (b) lease or sublease of real property, (c) insurance policy or other insurance contract.

4.7 Taxes. Borrower has timely filed all tax returns and reports required by law to have been filed by it. Such returns are in all material respects true, correct and complete. Borrower has paid all taxes, governmental charges and assessments required to be paid by it when due and payable.

4.8 Litigation. There are no actions, suits, proceedings, claims or disputes pending or threatened or contemplated, at law, in equity, in arbitration or before any governmental authority, by or against the Borrower or any of its Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or any of the transactions contemplated hereby, or (b) either individually or in the aggregate, if determined adversely, could reasonably be expected to have a Material Adverse Effect.

4.9 Ownership of Property; Liens. The Borrower has good title to, or valid leasehold interests in, all real and personal property necessary or used in the ordinary conduct of its business, subject to no Liens other than Permitted Liens.

4.10 Subsidiaries; Equity Interests. Except as set forth on Schedule 4.10, the Borrower has no Subsidiaries. Except as set forth on Schedule 4.10, the Borrower has no equity investments in any other corporation or other Person. All of the outstanding equity interests in the Borrower have been validly issued and are fully paid and nonassessable.

4.11 Compliance with Laws. The Borrower is in compliance in all material respects with the requirements of all laws and governmental regulations and all orders, writs, injunctions and decrees applicable to it or to its properties.

4.12 Disclosure. No report, financial statement, certificate or other information furnished (whether in writing or orally) by or on behalf of any Loan Party to the Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case, as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any

material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

## ARTICLE 5 AFFIRMATIVE COVENANTS

So long as any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, the Borrower shall:

5.1 Financial Statements. Deliver to the Lender, in form and detail satisfactory to the Lender:

(a) as soon as available, but in any event within ninety (90) days after the end of each fiscal year of the Borrower, a consolidated balance sheet of the Borrower with respect to each Relevant Store Location as at the end of such fiscal year, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, which shall at Lender's request be either unaudited, audited, reviewed, or compiled and, when requested by Lender, be accompanied by a report and opinion of an independent certified public accountant, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit to which Lender objects<sup>1</sup> (together with, if the Borrower has more than one retail location, a consolidated balance sheet and consolidated statements of income and operations for the Borrower on the same basis as the financial statements provided with respect to the Relevant Store Location); and

(b) as soon as available, but in any event within thirty (30) days after the end of each calendar month, an unconsolidated balance sheet of the Borrower with respect to each Relevant Store Location as at the end of such month, and the related unconsolidated statements of income or operations, shareholders' equity and cash flows with respect to the Relevant Store Location for such month and for the portion of the Borrower's fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding month of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail.

As to any information contained in materials furnished pursuant to Section 5.2(c), the Borrower shall not be separately required to furnish such information under clause (a) or (b) above, but the foregoing shall not be in derogation of the obligation of the Borrower to furnish the information and materials described in clauses (a) and (b) above at the times specified therein.

---

<sup>1</sup> Audited financial statements will only be required to the extent that the Lender's total exposure to Borrower under patronage loan programs is \$1.0MM or more aggregate principal amounts. If total exposure is more than \$500K and less than \$1.0MM then the statements must be reviewed by a CPA. If the total exposure is \$500K or less then the statements must be compiled by a CPA.

5.2 Certificates; Other Information. Deliver to the Lender, in form and detail satisfactory to the Lender:

(a) within 45 days after the end of each calendar quarter, a certificate attesting to Borrower's compliance with its covenants under this Agreement and the absence of any Defaults hereunder, together with a computation in such detail as Lender may require, showing compliance by the Borrower with the financial covenants set forth in Section 6.8, and certified as accurate by an officer of the Borrower;

(b) promptly after the receipt thereof by any Loan Party, copies of any notices or written communications received from any holder of debt securities of any Loan Party or any Subsidiary thereof regarding any existing or alleged default or event of default under the terms of any indenture, loan or credit or similar agreement;

(c) in the event there has been a sale, transfer or other disposition of any retail location owned by the Borrower (collectively, "**Company Location**") during a fiscal quarter, concurrently with the financial statements delivered pursuant to Section 5.1(b) above, notification of such sale; and

(d) promptly, such additional information regarding the business, financial or corporate affairs of the Borrower, or compliance with the terms of the Loan Documents, as the Lender may from time to time reasonably request.

5.3 Notices. Promptly notify the Lender (a) of the occurrence of any Default, (b) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect; and (c) of any material change in accounting policies or financial reporting practices by the Borrower. Each notice pursuant to this Section shall be accompanied by a statement of an officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto. Each notice pursuant to Section 5.3(a) shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached.

5.4 Payment of Obligations. Pay and discharge as the same shall become due and payable, all its obligations and liabilities, including, without limitation all liabilities to lenders, landlords and insurance carriers.

5.5 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the laws of the jurisdiction of its organization; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation of which could reasonably be expected to have a Material Adverse Effect.

5.6 Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted; and (b) make all necessary repairs thereto and renewals



and replacements thereof except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

5.7 Compliance with Law. Comply in all material respects with the requirements of all laws and governmental regulations and all orders, writs, injunctions and decrees applicable to it or to its business or property.

5.8 Taxes. Timely file all tax returns and reports required by law to be filed by it, cause all such tax returns and reports to be in all material respects true, correct and complete and pay all taxes, governmental charges and assessments required to be paid by it when due and payable.

5.9 Books and Records. Maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of the Borrower.

5.10 Inspection Rights. Permit representatives and independent contractors of the Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, as often as may be desired by the Lender.

5.11 Use of Proceeds. Use the proceeds of each Loan for the purchase of goods and services from Lender or for costs and expenses in connection with the acquisition, development and opening of the applicable Relevant Store Location.

5.12 Member Status; Store Location Existence.

(a) Maintain the Borrower's status as a retailer affiliated with Lender; and

(b) Continue to own and operate each Relevant Store Location and each other Ace affiliated retail hardware store owned and operated by Borrower during the term of this Agreement as an Ace affiliated retail hardware store (unless the Relevant Store Location is relocated in accordance with any applicable rules, restrictions, policies and procedures of Lender and such relocated store continues to be owned and operated by Borrower).

5.13 Ace ACH Electronic Payment Program. To at all times cause each Relevant Store Location to be enrolled in and use the Ace ACH electronic payment program, as from time to time in effect.

5.14 Additional Borrowers and Guarantors.

(a) Cause each Person which either:

(i) both (A) owns, directly or indirectly, more than 50%, on a fully diluted basis, of the outstanding equity securities of the Borrower and (B) owns or operates an Ace affiliated retail hardware store; or

(ii) both (A) is a Subsidiary or Affiliate of the Borrower and (B) owns or operates a Relevant Store Location;

to (x) become a Borrower by executing and delivering to the Lender a counterpart of this Agreement and each Note, a Security Agreement and/or such other document(s) as the Lender shall deem appropriate for such purpose, and (y) deliver to the Lender original certificates representing such Person's Class C capital stock of Ace Hardware Corporation, if any, and such other documents or opinions as requested by the Lender;

(b) Notify the Lender at the time that any Person becomes a Person meeting the description set forth in Section 5.14(a) above, and promptly thereafter (and in any event within thirty (30) days), cause such Person to (i) become a Borrower by executing and delivering to the Lender a counterpart of this Agreement and each Note, a Security Agreement and/or such other document(s) as the Lender shall deem appropriate for such purpose, and (ii) deliver to the Lender original certificates representing such Person's Class C capital stock of Ace Hardware Corporation, if any, and such other documents or opinions as requested by the Lender;

(c) Cause each Principal Shareholder and each Significant Shareholder and each such Person's spouse to (i) become a Guarantor by executing and delivering to the Lender a Guaranty or such other document as the Lender shall deem appropriate for such purpose, and (ii) deliver to the Lender original certificates representing such Person's Class C capital stock of Ace Hardware Corporation, if any, together with such other documents and opinions as requested by the Lender;

(d) Notify the Lender at the time that any Person becomes a Principal Shareholder or Significant Shareholder, and promptly thereafter (and in any event within thirty (30) days), cause such Person and such Person's spouse to (i) become a Guarantor by executing and delivering to the Lender a counterpart of the Guaranty or such other document as the Lender shall deem appropriate for such purpose, and (ii) deliver to the Lender original certificates representing such Person's Class C capital stock of Ace Hardware Corporation, if any, together with such other documents and opinions as requested by the Lender;

(e) Cause each Person which is an Affiliate of the Borrower to (i) become a Guarantor by executing and delivering to the Lender a Guaranty or such other document as the Lender shall deem appropriate for such purpose, and (ii) deliver to the Lender original certificates representing such Person's Class C capital stock of Ace Hardware Corporation, if any, together with such other documents and opinions as requested by the Lender; and

(f) Notify the Lender at the time that any Person becomes an Affiliate of the Borrower, and promptly thereafter (and in any event within thirty (30) days), cause such Person to (i) become a Guarantor by executing and delivering to the Lender a counterpart of the Guaranty or such other document as the Lender shall deem appropriate for such

purpose, and (ii) deliver to the Lender original certificates representing such Person's Class C capital stock of Ace Hardware Corporation, if any, together with such other documents and opinions as requested by the Lender.

## ARTICLE 6 NEGATIVE COVENANTS

So long as any portion of any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, the Borrower shall not, directly or indirectly:

6.1 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following (collectively, "**Permitted Liens**"):

- (a) Liens of Lender pursuant to any Loan Document;
- (b) mortgage Liens in respect of real property existing on the date hereof and disclosed in writing to the Lender;
- (c) Liens for taxes not yet due or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;
- (d) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than thirty (30) days or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person;
- (e) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA;
- (f) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;
- (g) easements, rights-of-way, restrictions and other similar encumbrances affecting real property which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person; and
- (h) Liens for one or more operating lines of credit.

6.2 Investments; Subsidiaries. (a) Make any Investments of the type described in clauses (a) and (c) of the definition of Investments (including without limitation the formation or

acquisition, by merger or otherwise, of any Subsidiary) or (b) if any Default has occurred and is continuing, make any other type of Investments.

6.3 Fundamental Changes. Merge, dissolve, liquidate, consolidate with or into another Person, or dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person.

6.4 Dispositions. Make any sale, transfer, license, lease or other disposition (including any sale and leaseback transaction) of any asset or enter into any agreement to make any of the foregoing, except (a) dispositions of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business; (b) dispositions of inventory in the ordinary course of business; or (c) dispositions of equipment or real property (other than any Relevant Store Location) to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such disposition are applied to the purchase price of such replacement property within 365 days following the date of such disposition; provided, however, that any disposition pursuant to clauses (b) or (c) shall be for not less than net book value.

6.5 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that so long as no Default shall have occurred and be continuing at the time of any action described below or would result therefrom:

(a) the Borrower may declare and make dividend payments or other distributions payable solely in the common stock or other common equity interests of such Person;

(b) the Borrower may purchase, redeem or otherwise acquire equity interests issued by it with the proceeds received from the substantially concurrent issue of new shares of its common stock or other common equity interests; and

(c) if Borrower is a subchapter s corporation, limited liability company, or partnership, make quarterly distributions to each of its shareholders, partners or members in an amount not greater than the quarterly estimated income tax payments required to be made by each such Person based upon the income of such Person accruing due to the operations of the Borrower and the resulting federal tax liability of such Person.

6.6 Change in Nature of Business. Engage in any material line of business substantially different from those lines of business conducted by the Borrower on the date hereof or any business substantially related or incidental thereto.

6.7 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Borrower, whether or not in the ordinary course of business, other than transactions which are on fair and reasonable terms substantially as favorable to the Borrower as would be obtainable by the Borrower at the time in a comparable arm's length transaction with a Person other than an Affiliate.

## 6.8 Financial Covenants.

(a) Permit the aggregate amount of RSC Purchases by the Borrower with respect to any Relevant Store Location to be less than \$35 per retail square foot for each calendar year (or part-year) from and after the Closing Date.

(b) Permit the aggregate amount of purchases by the Borrower from the Lender with respect to any Relevant Store Location to be less than \$50 per retail square foot for each calendar year (or part-year) from and after the Closing Date.

(c) Purchase, in the aggregate, less than 80% of all inventory purchased for departments 1, 2, 3, 4, 5 and 7 with respect to any Relevant Store Location from Lender for each calendar year (or part-year) from and after the Closing Date.

6.9 Cash Investment. Permit to be withdrawn Borrower's initial cash investment made by Borrower toward the acquisition and development of any Relevant Store Location.

## ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES

7.1 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Loan Party fails to pay (i) when and as required to be paid herein or in any Note, any amount of principal of any Loan or (ii) subject to the provisions of Section 2.4(c), within three (3) days after the same becomes due, any interest on any Loan or any fee due hereunder or any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. The Borrower fails to perform or observe any term, covenant or agreement contained in (i) Sections 5.14 (Additional Borrowers and Guarantors) or (ii) 6.9 (Cash Investment); or

(c) Member Status; Relevant Store Locations Existence. The Borrower fails to perform or observe any term, covenant or agreement contained in Section 5.12; or

(d) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in subsection (a), (b) or (c) above) contained in this Agreement or any other Loan Document on its part to be performed or observed and such failure continues for thirty (30) days; or

(e) Representations and Warranties. (i) Any representation or warranty of the Borrower contained in Article 4 shall be incorrect or misleading when made or deemed made, or (ii) any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party, in any other Loan Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(f) Cross-Default. (i) Borrower shall be in breach or default under the Development Agreement, (ii) any Loan Party or any of their Subsidiaries shall be in default of any other Indebtedness owing to the Lender, (iii) any Loan Party or any of its Subsidiaries shall be in default (or shall have been in default at any time) with respect to more than 6 of the 26 most recent bi-weekly statements issued by the Lender and/or its Affiliates or (iv) any Loan Party or any of its Subsidiaries shall be in default of any other Indebtedness owing to any other Person and any enforcement proceeding or foreclosure action is commenced; or

(g) Insolvency Proceedings, Etc. Any Loan Party or any of its Subsidiaries institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for thirty (30) calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for thirty (30) calendar days, or an order for relief is entered in any such proceeding; or

(h) Inability to Pay Debts; Attachment. (i) The Borrower becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within thirty (30) days after its issue or levy; or

(i) Judgments. There is entered against the Borrower a final judgment or order for the payment of money in excess of \$10,000 (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage), and (i) enforcement proceedings are commenced by any creditor upon such judgment or order, or (ii) there is a period of ten (10) consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(j) Invalidity of Loan Documents. Any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect; or any Loan Party or any other Person (acting on behalf of a Loan Party) contests in any manner the validity or enforceability of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any Loan Document; or

(k) Change of Control. There occurs any Change of Control.

## 7.2 Remedies Upon Event of Default.

(a) If any Event of Default occurs and is continuing, the Lender shall be entitled (but not required) to terminate the obligation of the Lender to make any and all Loans and shall thereafter receive interest on the principal amount of all outstanding Obligations at the rate specified under Section 2.4(b) hereunder.

(b) In addition, if any Event of Default described in Sections 7.1(a), (b), (c), (f)(iv), (g), (h)(ii), (i)(i), (j) or (k) (an “**Acceleration Event of Default**”) occurs and is continuing, the Lender shall additionally be entitled (but not required) to declare the unpaid principal amount of the Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower and to exercise all rights and remedies available under the Loan Documents or at law; provided, however, that to the extent an Acceleration Event of Default under any of Sections 7.1(a), (b)(ii) or (c) relates to less than all of the Loans or Relevant Store Locations, then only those Loans to which the Acceleration Event of Default relates, or made for Relevant Store Locations to which the Event of Defaults relates, will be subject to acceleration under this Section 7.2(b).

(c) Notwithstanding the foregoing, upon the occurrence of either an Event of Default under Section 7.1(c) or an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the termination of the obligation of the Lender to make the Loans under Section 7.2(a) and the acceleration of the Loan(s) and interest and other amounts due hereunder under Section 7.2(b) shall be automatic, in each case without further act of the Lender.

**7.3 Application of Funds.** After the exercise of remedies provided for in Section 7.2 (or after the Loans have automatically become immediately due and payable) any amounts received (or deemed received in the case of any setoff exercised by the Lender as provided herein, including in Section 2.7 hereof) on account of the Obligations shall be applied by the Lender in the following order:

(a) First, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lender (including fees, charges and disbursements of counsel to the Lender);

(b) Second, to payment of that portion of the Obligations constituting accrued and unpaid fees and interest on the Loans, and other Obligations;

(c) Third, to payment of that portion of the Obligations constituting unpaid principal of the Loans; and

(d) Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by applicable law or governmental regulation.

## ARTICLE 8 MISCELLANEOUS

8.1 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Lender and the Borrower or the applicable Loan Party, as the case may be, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

### 8.2 Notices; Effectiveness; Electronic Communication.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 8.2. Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient).

(b) Change of Address, Etc. The Borrower and the Lender may change their respective address, telecopier or telephone number for notices and other communications hereunder by notice to the other party hereto.

8.3 No Waiver; Cumulative Remedies. No failure or delay by the Lender in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

### 8.4 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrower shall pay on demand (i) all reasonable out-of-pocket expenses incurred by the Lender (including the reasonable fees, charges and disbursements of counsel for the Lender), in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all out-of-pocket expenses incurred by the Lender (including the fees, charges and disbursements of any counsel for the Lender), in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan



Documents, including its rights under this Section, or (B) in connection with the Loans made, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

(b) Indemnification by the Borrower. The Borrower shall indemnify on demand the Lender and each of the Lender's Affiliates and the partners, directors, officers, employees, agents and advisors of the Lender and the Lender's Affiliates (each such Person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated hereby or thereby, or, the administration of this Agreement and the other Loan Documents, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or release of hazardous materials on or from any property owned or operated by the Borrower, or any environmental liability related in any way to the Borrower, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto, in all cases, whether or not caused by or arising, in whole or in part, out of the comparative, contributory or sole negligence of the Indemnitee; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the Loan or the use of the proceeds thereof.

8.5 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender.

8.6 Right of Setoff. If an Event of Default shall have occurred and be continuing, the Lender, and each of Lender's Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all obligations at any time owing by the Lender, or any such Affiliate of the Lender, to or for the credit or the account of

the Borrower or any other Loan Party against any and all of the Obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to the Lender, irrespective of whether or not the Lender shall have made any demand under this Agreement or any other Loan Document and although such Obligations of the Borrower or such Loan Party may be contingent or unmatured. The rights of the Lender and Lender's Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that the Lender or the Lender's Affiliates may have.

8.7 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable law (the "**Maximum Rate**"). If the Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

8.8 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 3.1, this Agreement shall become effective when it shall have been executed by the Borrower and the Lender.

8.9 Survival of Representations and Warranties. All representations and warranties made by any Loan Party hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Lender, regardless of any investigation made by the Lender or on Lender's behalf and notwithstanding that the Lender may have had notice or knowledge of any Default at the time of the making of the Loan, and shall continue in full force and effect for as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or as Lender has any continuing obligation to fund additional Loans hereunder.

8.10 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a

provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.11 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

(b) ARBITRATION. THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO BINDING ARBITRATION FOR ANY MATTER OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT. THE ARBITRATION SHALL BE CONDUCTED BY A SOLE ARBITRATOR AND BE GOVERNED BY THE UNITED STATES ARBITRATION ACT. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY ANY COURT HAVING JURISDICTION THEREOF. THE PLACE OF THE ARBITRATION SHALL BE CHICAGO, ILLINOIS.

(c) WAIVER OF VENUE. THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY U.S. FEDERAL OR ILLINOIS STATE COURT IN CHICAGO, ILLINOIS. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 8.2. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

8.12 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE

THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

8.13 Joint and Several Liability.

(a) Notwithstanding anything to the contrary contained herein, all Obligations of Borrower hereunder shall be joint and several obligations of each Person identified as the Borrower in this Agreement, together with each other Person that becomes a Borrower pursuant to Section 5.14 or otherwise.

(b) Notwithstanding any provisions of this Agreement to the contrary, it is intended that the joint and several nature of the Obligations of Borrower and the liens and security interests granted by Borrower to secure the Obligations, not constitute a “Fraudulent Conveyance” (as defined below). Consequently, Lender and Borrower agree that if the Obligations of a Borrower, or any liens or security interests granted by such Borrower securing the Obligations would, but for the application of this sentence, constitute a Fraudulent Conveyance, the Obligations of such Borrower and the liens and security interests securing such Obligations shall be valid and enforceable only to the maximum extent that would not cause such Obligations or such lien or security interest to constitute a Fraudulent Conveyance, and the Obligations of such Borrower and this Agreement shall automatically be deemed to have been amended accordingly. For purposes hereof, “**Fraudulent Conveyance**” means a fraudulent conveyance under Section 548 of Chapter 11 of the Bankruptcy Code or a fraudulent conveyance or fraudulent transfer under the applicable provisions of any fraudulent conveyance or fraudulent transfer law or similar law of any state, nation or other governmental unit, as in effect from time to time.

(c) Each Borrower assumes responsibility for keeping itself informed of the financial condition of each of the other Borrowers, if any, and any and all endorsers and/or guarantors of any instrument or document evidencing all or any part of such other Borrower’s Obligations and of all other circumstances bearing upon the risk of nonpayment by such other Borrower of their Obligations and each Borrower agrees that Lender shall not have any duty to advise such Borrower of information known to Lender regarding such condition or any such circumstances or to undertake any investigation not a part of its regular business routine. If Lender, in its sole discretion, undertakes at any time or from time to time to provide any such information to a Borrower, Lender shall not be under any obligation to update any such information or to provide any such information to such Borrower on any subsequent occasion.

(d) Lender is hereby authorized, without notice or demand and without affecting the liability of a Borrower hereunder, at any time and from time to time, to do the following: (i) renew, extend, accelerate or otherwise change the time for payment of, or other terms relating to another Borrower’s Obligations or otherwise modify, amend or change the terms of any promissory note or other agreement, document or instrument now

or hereafter executed by a Borrower and delivered to Lender; (ii) accept partial payments on a Borrower's Obligations; (iii) take and hold security or collateral for the payment of another Borrower's Obligations hereunder or for the payment of any guaranties of another Borrower's Obligations or other liabilities of another Borrower and exchange, enforce, waive and release any such security or collateral; (iv) apply such security or collateral and direct the order or manner of sale thereof as Lender, in its sole discretion, may determine; and (v) settle, release, compromise, collect or otherwise liquidate a Borrower's Obligations and any security or collateral therefor in any manner, without affecting or impairing the obligations of the other Borrowers.

(e) Each Borrower hereby agrees that, except as hereinafter provided, its obligations hereunder are unconditional, irrespective of any of the following: (i) the absence of any attempt to collect a Borrower's Obligations from any Borrower or any guarantor or other action to enforce the same; (ii) the waiver or consent by Lender with respect to any provision of any instrument evidencing Borrower's Obligations, or any part thereof, or any other agreement heretofore, now or hereafter executed by a Borrower and delivered to Lender; (iii) failure by Lender to take any steps to perfect and maintain its security interest in, or to preserve its rights to, any security or collateral for Borrower's Obligations; (iv) the institution of any proceeding under the Bankruptcy Code, or any similar proceeding, by or against a Borrower or Lender's election in any such proceeding of the application of Section 1111(b)(2) of the Bankruptcy Code; (v) any borrowing or grant of a security interest by any Borrower as debtor-in-possession, under Section 364 of the Bankruptcy Code; (vi) the disallowance, under Section 502 of the Bankruptcy Code, of all or any portion of any claim by Lender for repayment of any of Borrower's Obligations; or (vii) any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor.

(f) No payment made by or for the account of a Borrower including, without limitations, a payment made by that Borrower on behalf of another Borrower's Obligations or a payment made by any other person under any guaranty, will entitle that Borrower, by subrogation or otherwise, to any payment from any such other Borrower or from or out of any such other Borrower's property and that Borrower shall not exercise any right or remedy against any such other Borrower or any property of any such other Borrower by reason of any performance of any such Borrower of its joint and several obligations hereunder.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**ACE HARDWARE CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Insert Legal Name of Borrower*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Insert Legal Name of Co- Borrower*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **SCHEDULE 8.02**

### **NOTICES**

If to the Lender:

Ace Hardware Corporation  
2915 Jorie Blvd  
Oak Brook, Illinois 60523-2100  
Attention: Director of Credit  
Telephone: (630) 990-7250  
Telecopier: (630) 571-5516

With a copy to:

Ace Hardware Corporation  
2915 Jorie Blvd  
Oak Brook, Illinois 60523-2100  
Attention: General Counsel  
Telephone: (630) 990-6600  
Telecopier: (630) 990-6856

If to the Borrower:

|  |
|--|
|  |
|  |
|  |
|  |



## **EXHIBIT N: LOAN AGREEMENTS**

- 1 - Ace to Ace Acquisition Capital Stock Loan Program
- 2 - Store Improvement Installment Loan Program
- 3 - Store Improvement Capital Stock Loan Program

## **LOAN AGREEMENT**

*(Ace to Ace Acquisition Capital Stock Loan Program)*

This ACE TO ACE ACQUISITION CAPITAL STOCK LOAN AGREEMENT (as amended, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of \_\_\_\_\_, 20\_\_ by and among \_\_\_\_\_, a [LLC, corporation, partnership or sole proprietorship] which is organized pursuant to the laws of the State of \_\_\_\_\_ (the “**Borrower**”) and ACE HARDWARE CORPORATION, a Delaware corporation (the “**Lender**”).

The Borrower, an existing Ace retailer, has requested that the Lender make available to it a term loan in order to purchase and improve an Ace affiliated retail hardware store located at \_\_\_\_\_ (the “**Relevant Store Location**”), and the Lender is willing to do so on the terms and conditions set forth herein.

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

### **ARTICLE 1** **DEFINITIONS AND ACCOUNTING TERMS**

1.1 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set forth below:

“**Affiliate**” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified.

“**Base Rate**” means, for any day, a fluctuating rate per annum equal to the rate of interest in effect for such day as the "prime rate", plus one percentage point (1.00%), as publicly reported from time to time in the Wall Street Journal, Midwest Edition, under the section entitled "Money Rates" as the average per annum rate of interest charged on commercial loans posted by at least 75% of the nation's thirty (30) largest banks; provided that the Base Rate shall initially be set on the date of the funding of the relevant Loan and shall thereafter change quarterly effective as of the first day of each calendar-year quarter occurring thereafter (each an “**Interest Reset Date**”) (and such rate, subject to the imposition of a default rate of interest, shall remain unchanged until the next Interest Reset Date to occur at which time it will reset per the publication in the Wall Street Journal as indicated above); provided further that if the Wall Street Journal is not published on an Interest Reset Date, the rate applicable from and after such Interest Reset Date until the next Interest Reset Date shall be the rate most recently publicly reported in the Wall Street Journal.

“**Borrower**” means, collectively and jointly and severally, each Person identified as the Borrower in the preamble to this Agreement, together with each other Person that becomes a Borrower pursuant to Section 5.14 or otherwise.

“**Business Day**” means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the State of Illinois.

“**Change of Control**” means an event or series of events by which the Principal Shareholders shall cease to have at least the minimum ownership percentage with respect to the equity securities of the Borrower entitled to vote for members of the board of directors or equivalent governing body of the Borrower on a fully-diluted basis. As used herein, “minimum ownership percentage” means the greater of (i) 90% of the ownership percentage which the Principal Shareholders, as of the date hereof, have of the equity securities of the Borrower entitled to vote for members of the board of directors or equivalent governing body of the Borrower and (ii) 50.1%.

**“Closing Date”** means, for the Loan, the first date that all the conditions precedent to such Loan in Section 3.1 or Section 3.2, as applicable, are satisfied or waived by the Lender.

**“Debtor Relief Laws”** means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

**“Default”** means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

**“Event of Default”** has the meaning specified in Section 7.1.

**“GAAP”** means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

**“Guarantors”** means, collectively, each Person that becomes a guarantor of the Obligations (or any part thereof) pursuant to Section 5.14 or otherwise.

**“Guaranty”** means any guaranty made by a Guarantor in favor of the Lender.

**“Lien”** means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

**“Loan”** means the term loan made by the Lender to the Borrower hereunder as evidenced by a Note.

**“Loan Amount”** means, with respect to the Loan, an amount not to exceed the lesser of:

(a) (i) \$200,000.00 or (ii) \$20.00 per square foot of the Relevant Store Location made by Borrower toward the acquisition of, or improvement of, a Relevant Store Location with respect to which the Loan is to be made and evidenced by documentation satisfactory to Lender; or

(b) (i) \$300,000.00 or (ii) 8 times the acquired store’s actual non-cash patronage distribution for the prior year.

**“Loan Documents”** means this Agreement, the Note, any Guaranty, any Security Agreement and any other instruments, agreements or other documents executed and delivered to Lender in connection with the Loan.

**“Loan Parties”** means, collectively, Borrower and each Guarantor.

**“Material Adverse Effect”** means (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent) or condition (financial or otherwise) of the Borrower; (b) a material impairment of the ability of any Loan Party to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document to which it is a party.

**“Maturity Date”** means, for the Loan, the date ten (10) years after the Closing Date of the Loan.

**“Note”** means the promissory note made by the Borrower in favor of the Lender to evidence the Loan.

**“Obligations”** means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to the Loans of the Borrower to which the Lender or its Affiliate is a party, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

**“Payment Date”** means April 30 of each calendar year until the applicable Maturity Date or such date the Loan is sooner paid in full; provided, that if any such date is not a Business Day, then the Payment Date in respect of such date shall be the next succeeding Business Day.

**“Person”** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

**“Principal Shareholders”** means each Person, other than a Borrower, which is or becomes both (i) a stockholder of the Lender or an owner, directly or indirectly, of majority-voting control of a stockholder of the Lender, and (ii) an owner, directly or indirectly, of more than 50%, on a fully diluted basis, of the outstanding equity securities of a Borrower (including for such calculations any stock ownership of the spouses and children of such Person and trusts established for the benefit of the foregoing).

**“Security Agreement”** means any security agreement made by a Borrower in favor of the Lender.

**“Significant Shareholder”** means each Person, other than a Principal Shareholder or a Borrower, that is or becomes the holder of 10% or more of the equity interests (whether directly or indirectly) of a Borrower.

1.2 Section Headings. Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

## ARTICLE 2 THE LOAN; MECHANICS

2.1 Loan. Upon satisfaction of the conditions precedent set forth in Section 3.1 hereof, and subject to the representations, warranties, covenants and conditions contained in this Agreement and the other Loan Documents, the Lender agrees to make, on the Closing Date, a Loan in the Loan Amount to the Borrower with respect to the Relevant Store Location. The Lender may, in its sole and absolute discretion, make the Loan to the Borrower in the form of one or more advances for credit against statements for good and services provided by the Lender to the Borrower with respect to the Relevant Store Location with respect to which the Loan is made, as and when such statements are generated by the Lender.

2.2 Prepayments. Provided that any and all existing patronage based loans (including but not limited to, capital stock and equity match loans) are paid in full, the Borrower may, at any time or from time to time voluntarily prepay the Loan in whole or in part without premium or penalty. It is further provided that any prepayment shall not reduce Borrower’s Class C Ace stock, such that the resulting prepayment would cause the Borrower’s equity to be less than \$5,000.00 in the Relevant Store Location. Any prepayment of the Loan shall be accompanied by all accrued interest on the amount prepaid, together with any other amount then due under the Loan Documents with respect to the Loan. Any prepayment in respect of the Loan shall be applied to the remaining scheduled principal installments in respect of the Loan in inverse order of maturity (i.e, first applied to amounts due on the Maturity Date until reduced to zero).

2.3 Repayment of Loan. The Loan shall be repaid as follows:

(a) Commencing with the first Payment Date occurring after the Closing Date, the Borrower shall make amortizing principal repayments of the Loan on the basis of a level payment amortization schedule (i.e., each level payment will consist in part of interest and in part of principal) determined by the Lender based on a term of 10 years and on the interest chargeable from time to time in respect of the Loan as provided in Section 2.4 below.

(b) The Lender shall notify the Borrower of the initial amount of the level payment referred to in clause (a) above prior to the Payment Date referred to in clause (a) above and the Lender shall notify the Borrower from time to time of any changes in the amount of the level payment (and any corresponding changes in the amortization schedule with respect to the principal amount of the Loan) resulting from changes in the interest rate chargeable under Section 2.4 or from changes in the Base Rate (it being understood that a failure or delay by the Lender to notify the Borrower of changes in the level amount due and payable with respect to a Payment Date or successive Payment Dates shall not affect the principal or interest actually owed or owing in respect of the Loan.)

(c) The first nine (9) annual amortizing installments of principal and interest on the Loan will be due and payable as follows:

(i) If Borrower is eligible to make all or any portion of such payment by application of all available non-cash patronage dividends in accordance with Section 2.7(b), then Borrower shall be deemed to elect to make such payment, by application of all available non-cash patronage dividends to the maximum extent it may do so in accordance with Section 2.7(b) and Lender will be authorized to effectuate the making of such payment on the applicable Payment Date. Notwithstanding the foregoing, Borrower may elect to have the payment billed and paid in the manner set forth in subsection (ii) below, if it notifies Lender in writing at least thirty (30) days prior to the Payment Date of its intent to make payment in cash.

(ii) To the extent all or any portion of such payment may not or will not be paid by application of non-cash patronage dividends pursuant to subsection (i), Lender will bill the amount of such payment on the bi-weekly billing statement submitted by Lender to Borrower for merchandise and services purchased by Borrower from Lender during the period including the applicable Payment Date, and such payment shall be due and payable on the due date then applicable to the billing statement on which such payment is billed and shall be paid to the Lender in the manner applicable to such billing statement, or in such other manner as may be agreed by Lender in writing. Any payment billed on a bi-weekly billing statement and not paid when due will incur late payment service charges as set forth in such bi-weekly billing statement, in addition to interest accruing under this Agreement.

(d) On the Maturity Date, the Borrower shall pay to the Lender the entire outstanding principal balance of the Loan, together with all accrued and unpaid interest thereon and any and all other Obligations hereunder with respect to the Loan, without any notice or demand from Lender whatsoever. To the extent Borrower is eligible to make such payment by application of non-cash patronage dividends in accordance with Section 2.7(b), then Borrower shall be deemed to elect to make such payment, by application of available non-cash patronage dividends to the maximum extent it may do so in accordance with Section 2.7(b) and Lender will be authorized to effectuate the making of such payment on the Maturity Date. Notwithstanding the foregoing, Borrower may elect to pay such payment in cash if it notifies Lender in writing at least thirty (30) days prior to the Maturity Date of its intent to make payment in cash. To the extent not paid by application of non-cash patronage dividends, payment of the principal and interest of the Loan and any and all other Obligations with respect to the Loan on the Maturity Date shall be paid by the Borrower in immediately available funds not later than 1:00 p.m. Chicago time on the Maturity Date.

## 2.4 Interest.

(a) Subject to the provisions of subsection (b) below, the Loan shall bear interest on the outstanding principal amount thereof from the Closing Date at a rate of interest equal to the Base Rate ("Prime, plus 1.0%").

(b) While any Event of Default exists, the Borrower shall pay interest on the principal amount of all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Base Rate plus Five Percent ("Base Rate, plus 5.0%") per annum, to the fullest extent permitted by applicable law.

(c) Accrued and unpaid interest on any past due amounts shall be due and payable upon demand.

(d) Interest on the Loan shall be due and payable on each applicable Payment Date occurring after the Closing Date of the Loan as part of the level payments referred to under Section 2.3 above and on the Maturity Date of the Loan. Interest on the Loan shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.5 Computation of Interest. All computations of interest shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed.

2.6 Evidence of Debt. The Loan shall be evidenced by an account or record maintained by the Lender in the ordinary course of business. The account or record maintained by the Lender shall be conclusive absent manifest error of the amount of the Loan to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations.

## 2.7 Payments.

(a) All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff.

(b) Borrower shall make any payments of principal or interest of the Loan by application of the non-cash patronage dividends issued to Borrower.

(c) Borrower agrees and acknowledges that there is no assurance that non-cash patronage dividends will be issued or available to Borrower to make any or all required payments of any Loan. Borrower further agrees and acknowledges that Lender may, in its sole discretion, apply any non-cash patronage dividends otherwise payable to Borrower to any other obligation or indebtedness owed by Borrower or Borrower's Affiliates to Lender. Except where payment is made by application of non-cash patronage dividends in accordance with this Section 2.7, Borrower is obligated to make all payments required under this Agreement and the other Loan Documents when due, in full and in cash.

## ARTICLE 3 CONDITIONS PRECEDENT TO LOAN

3.1 Conditions to Initial Loan. The obligation of Lender to make the initial Loan is subject to the satisfaction of the following conditions:

(a) Lender's receipt of the following, each properly executed by an officer of the signing Loan Party, each dated the Closing Date of the Loan (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance satisfactory to Lender:

- (i) The fully completed and executed Application, along with all necessary documents requested therein;
  - (ii) three (3) executed counterparts of this Agreement by each Person required to be a Borrower under Section 5.14;
  - (iii) a Note for the Loan executed by each Person required to be a Borrower under Section 5.14;
  - (iv) three (3) executed Security Agreements by each Person required to be a Borrower under Section 5.14, if requested by Lender;
  - (v) three (3) executed Guarantees by each Person required to be a Guarantor under Section 5.14;
  - (vi) a landlord waiver or other collateral access agreement, in form and substance satisfactory to Lender, for each location at which collateral in which Lender is granted a security interest under a Security Agreement is located;
  - (vii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of officers of each Loan Party as the Lender may require;
  - (viii) such documents and certifications as Lender may require to evidence that each Loan Party is duly organized or formed, and that the Borrower is validly existing, in good standing and qualified to engage in business in its state of organization
  - (ix) for loans greater than \$200,000.00, a First Option to Purchase Agreement with Lender or other agreement granting Lender the first option to purchase right executed by the Borrower.
- (b) Lender shall have received such documentation as Lender may require to evidence the amount of the aggregate cash investment made by Borrower toward the acquisition and improvement of the Relevant Store Location;
- (c) Borrower shall have paid to Lender a commitment fee in an amount equal to one percent (1%) of the Loan Amount of the Loan;
- (d) If required by Lender, Borrower shall have a binding commitment letter from Borrower's senior lender(s) to provide a mortgage loan and/or an operating line of credit with respect to the applicable Relevant Store Location, in amounts and in form and substance acceptable to Lender;
- (e) If a subordination is required by Borrower's senior lender(s), the subordination agreement must be in a form and substance acceptable to Lender, in its sole discretion, and accepted and acknowledged by the Borrower's senior lender(s);
- (f) Lender shall have approved the Ace affiliation of the Relevant Store Location;
- (g) Any existing loans from Lender to the Borrower which is a so-called Capital Stock Loan or Equity Match Loan shall have been modified to provide for repayment of such loan by application of

non-cash patronage dividends held by any Borrower with respect to any of Borrower's Ace affiliated retail hardware stores; and

(h) No Default or Event of Default shall exist as of the Closing Date.

#### ARTICLE 4 REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender that:

4.1 Authorization. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is party, have been duly authorized by all necessary corporate or other organizational action.

4.2 Financial Statements; No Material Adverse Effect.

(a) The Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; (ii) fairly present the financial condition of the Borrower as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (iii) show all material indebtedness and other liabilities, direct or contingent, of the Borrower and its Subsidiaries as of the date thereof, including liabilities for taxes, material commitments and indebtedness.

(b) Since the date of the Financial Statements through and including the Closing Date, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

4.3 Absence of Defaults under Material Agreements. Borrower is not in breach or default, and no condition exists which with the giving of notice or passing of time would result in a breach or default, under any (a) instrument or agreement evidencing indebtedness for borrowed money, (b) lease or sublease of real property, (c) insurance policy or other insurance contract.

4.4 Taxes. Borrower has timely filed all tax returns and reports required by law to have been filed by it. Such returns are in all material respects true, correct and complete. Borrower has paid all taxes, governmental charges and assessments required to be paid by it when due and payable.

4.5 Litigation. There are no actions, suits, proceedings, claims or disputes pending or threatened or contemplated, at law, in equity, in arbitration or before any governmental authority, by or against the Borrower or any of its Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or any of the transactions contemplated hereby, or (b) either individually or in the aggregate, if determined adversely, could reasonably be expected to have a Material Adverse Effect.

4.6 Ownership of Property; Liens. The Borrower good title to, or valid leasehold interests in, all real and personal property necessary or used in the ordinary conduct of its business.

4.7 Compliance with Laws. The Borrower is in compliance in all material respects with the requirements of all laws and governmental regulations and all orders, writs, injunctions and decrees applicable to it or to its properties.



ARTICLE 5  
AFFIRMATIVE COVENANTS

So long as any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, the Borrower shall:

5.1 Financial Statements. Deliver to the Lender, in form and detail satisfactory to the Lender:

(a) as soon as available, but in any event within ninety (90) days after the end of each fiscal year of the Borrower, a consolidated balance sheet of the Borrower with respect to the Relevant Store Location as at the end of such fiscal year, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, ~~[unaudited-if Borrower's indebtedness is less than \$100,000.00]~~~~[audited-if Borrower's indebtedness exceeds \$1,000,000.00]~~~~[reviewed-if Borrower's indebtedness is between \$500,000.01 and \$1,000,000.00]~~~~[compiled-if Borrower's indebtedness is between \$100,000.01 and \$500,000.00]~~ and, where applicable, accompanied by a report and opinion of an independent certified public accountant, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit to which Lender objects (together with, if the Borrower has more than one retail location, a consolidated balance sheet and consolidated statements of income and operations for the Borrower on the same basis as the financial statements provided with respect to the Relevant Store Location); and

(b) as soon as available, but in any event within 30 days after the end of each calendar month, an unconsolidated balance sheet of the Borrower with respect to the Relevant Store Location as at the end of such month, and the related unconsolidated statements of income or operations, shareholders' equity and cash flows with respect to the Relevant Store Location for such month and for the portion of the Borrower's fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding month of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail.

As to any information contained in materials furnished pursuant to Section 5.2(c), the Borrower shall not be separately required to furnish such information under clause (a) or (b) above, but the foregoing shall not be in derogation of the obligation of the Borrower to furnish the information and materials described in clauses (a) and (b) above at the times specified therein.

5.2 Certificates; Other Information. Deliver to the Lender, in form and detail satisfactory to the Lender:

(a) promptly after the receipt thereof by any Loan Party, copies of any notices or written communications received from any holder of debt securities of any Loan Party or any subsidiary thereof regarding any existing or alleged default or event of default under the terms of any indenture, loan or credit or similar agreement;

(b) in the event there has been a sale, transfer or other disposition of any retail location owned by the Borrower (collectively, "**Company Location**") during a fiscal quarter, concurrently with the financial statements delivered pursuant to Section 5.1(b) above, notification of such sale; and

(c) promptly, such additional information regarding the business, financial or corporate affairs of the Borrower, or compliance with the terms of the Loan Documents, as the Lender may from time to time reasonably request.

5.3 Notices. Promptly notify the Lender (a) of the occurrence of any Default, (b) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect; and (c) of any material change

in accounting policies or financial reporting practices by the Borrower. Each notice pursuant to this Section shall be accompanied by a statement of an officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto. Each notice pursuant to Section 5.3 shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached.

5.4 Payment of Obligations. Pay and discharge as the same shall become due and payable, all its obligations and liabilities, including, without limitation all liabilities to lenders, landlords and insurance carriers.

5.5 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the laws of the jurisdiction of its organization; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation of which could reasonably be expected to have a Material Adverse Effect.

5.6 Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted; and (b) make all necessary repairs thereto and renewals and replacements thereof except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

5.7 Compliance with Law. Comply in all material respects with the requirements of all laws and governmental regulations and all orders, writs, injunctions and decrees applicable to it or to its business or property.

5.8 Taxes. Timely file all tax returns and reports required by law to be filed by it, cause all such tax returns and reports to be in all material respects true, correct and complete and pay all taxes, governmental charges and assessments required to be paid by it when due and payable.

5.9 Books and Records. Maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of the Borrower.

5.10 Inspection Rights. Permit representatives and independent contractors of the Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, as often as may be desired by the Lender.

5.11 Use of Proceeds. Use the proceeds of the Loan for the purchase of goods and services from Lender or for costs and expenses in connection with the acquisition, development and opening of the applicable Relevant Store Location.

5.12 Member Status; Store Location Existence.

(a) Maintain the Borrower's status as a retailer affiliated with Lender; and

(b) Continue to own and operate the Relevant Store Location and each other Ace affiliated retail hardware store owned and operated by Borrower during the term of this Agreement as an Ace affiliated retail hardware store (unless the Relevant Store Location is relocated in accordance with any applicable rules, restrictions, policies and procedures of Lender and such relocated store continues to be owned and operated by Borrower).

5.13 Ace ACH Electronic Payment Program. To at all times cause the Relevant Store Location to be enrolled in and use the Ace ACH electronic payment program, as from time to time in effect.

5.14 Additional Borrowers and Guarantors.

(a) Cause each Person which either:

(i) both (A) owns, directly or indirectly, more than 50%, on a fully diluted basis, of the outstanding equity securities of the Borrower and (B) owns or operates an Ace affiliated retail hardware store; or

(ii) both (A) is a subsidiary or Affiliate of the Borrower and (B) owns or operates a Relevant Store Location;

to become a Borrower by executing and delivering to the Lender a counterpart of this Agreement and the Note, a Security Agreement and/or such other document(s) as the Lender shall deem appropriate for such purpose.

(b) Notify the Lender at the time that any Person becomes a Person meeting the description set forth in Section 5.14(a) above, and promptly thereafter (and in any event within 30 days), cause such Person to become a Borrower by executing and delivering to the Lender a counterpart of this Agreement and the Note, a Security Agreement and/or such other document(s) as the Lender shall deem appropriate for such purpose.

(c) Cause each Principal Shareholder having a ten (10%) percent or greater Investment in any Borrower and each such Person's spouse to become a Guarantor by executing and delivering to the Lender a Guaranty or such other document as the Lender shall deem appropriate for such purpose.

(d) Notify the Lender at the time that any Person becomes a Principal Shareholder or Significant Shareholder, and promptly thereafter (and in any event within 30 days), cause such Person and such Person's spouse to become a Guarantor by executing and delivering to the Lender a counterpart of the Guaranty or such other document as the Lender shall deem appropriate for such purpose.

(e) Cause each Person which is an Affiliate of the Borrower to become a Guarantor by executing and delivering to the Lender a Guaranty or such other document as the Lender shall deem appropriate for such purpose.

(f) Notify the Lender at the time that any Person becomes an Affiliate of the Borrower, and promptly thereafter (and in any event within 30 days), cause such Person to become a Guarantor by executing and delivering to the Lender a counterpart of the Guaranty or such other document as the Lender shall deem appropriate for such purpose.

ARTICLE 6  
EVENTS OF DEFAULT AND REMEDIES

6.1 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Loan Party fails to pay (i) when and as required to be paid herein or in any Note, any amount of principal of any Loan or (ii) subject to the provisions of Section 2.4(c), within three days after the same becomes due, any interest on any Loan or any fee due hereunder or any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. The Borrower fails to perform or observe any term, covenant or agreement contained in Section 5.14 (Additional Borrowers and Guarantors); or

(c) Member Status; Relevant Store Locations Existence. The Borrower fails to perform or observe any term, covenant or agreement contained in Section 5.12; or

(d) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in subsection (a), (b) or (c) above) contained in this Agreement or any other Loan Document on its part to be performed or observed and such failure continues for 30 days; or

(e) Representations and Warranties. (i) Any representation or warranty of the Borrower contained in Article 4 shall be incorrect or misleading when made or deemed made, or (ii) any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party, in any other Loan Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(f) Cross-Default. (i) Borrower or its affiliated stores shall be in breach or default under any Ace Membership Agreement, (ii) any Loan Party or any of their subsidiaries shall be in default of any other indebtedness owing to the Lender, (iii) any Loan Party or any of its subsidiaries shall be in default (or shall have been in default at any time) with respect to more than 8 of the 26 most recent bi-weekly statements issued by the Lender and/or its Affiliates or (iv) any Loan Party or any of its subsidiaries shall be in default of any other indebtedness owing to any other Person and any enforcement proceeding or foreclosure action is commenced; or

(g) Insolvency Proceedings, Etc. Any Loan Party or any of its subsidiaries institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for thirty (30) calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for thirty (30) calendar days, or an order for relief is entered in any such proceeding; or

(h) Inability to Pay Debts; Attachment. (i) The Borrower becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within thirty (30) days after its issue or levy; or

(i) Judgments. There is entered against the Borrower a final judgment or order for the payment of money in excess of \$50,000 (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage), and (i) enforcement proceedings are commenced by any creditor upon such judgment or order, or (ii) there is a period of ten (10) consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(j) Invalidity of Loan Documents. Any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect; or any Loan Party or any other Person (acting on behalf of a Loan Party) contests in any manner the validity or enforceability of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any Loan Document; or

(k) Change of Control. There occurs any Change of Control.

## 6.2 Remedies Upon Event of Default.

(a) If any Event of Default occurs and is continuing, the Lender shall be entitled (but not required) to terminate the obligation of the Lender to make any and all Loans and shall thereafter receive interest on the principal amount of all outstanding Obligations at the rate specified under Section 2.4(b) hereunder.

(b) In addition, if any Event of Default occurs and is continuing, the Lender shall additionally be entitled (but not required) to declare the unpaid principal amount of the Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower and to exercise all rights and remedies available under the Loan Documents or at law.

## ARTICLE 7 MISCELLANEOUS

7.1 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Lender and the Borrower or the applicable Loan Party, as the case may be, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

7.2 Notices; Effectiveness. All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 7.2. The Borrower and the Lender may change their respective address, telecopier or telephone number for notices and other communications hereunder by notice to the other party hereto.

7.3 No Waiver; Cumulative Remedies. No failure or delay by the Lender in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

## 7.4 Expenses; Damage Waiver.

(a) Costs and Expenses. The Borrower shall pay on demand (i) all reasonable out-of-pocket expenses incurred by the Lender (including the reasonable fees, charges and disbursements of counsel for the Lender), in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all out-of-pocket expenses incurred by the Lender (including the fees, charges and disbursements of any counsel for the Lender), in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Loan made, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Loan.

(b) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Borrower shall not assert, and hereby waives, any claim against Lender, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or

instrument contemplated hereby, the transactions contemplated hereby or thereby, the Loan or the use of the proceeds thereof.

7.5 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender.

7.6 Right of Setoff. If an Event of Default shall have occurred and be continuing, the Lender, and each of Lender's Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all obligations at any time owing by the Lender, or any such Affiliate of the Lender, to or for the credit or the account of the Borrower or any other Loan Party against any and all of the Obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to the Lender, irrespective of whether or not the Lender shall have made any demand under this Agreement or any other Loan Document and although such Obligations of the Borrower or such Loan Party may be contingent or unmatured. The rights of the Lender and Lender's Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that the Lender or the Lender's Affiliates may have.

7.7 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable law (the "**Maximum Rate**"). If the Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loan or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

7.8 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 3.1, this Agreement shall become effective when it shall have been executed by the Borrower and the Lender.

7.9 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof.

7.10 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby.

7.11 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

(b) ARBITRATION. THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO BINDING ARBITRATION FOR ANY MATTER OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT. THE ARBITRATION SHALL BE

CONDUCTED BY A SOLE ARBITRATOR AND BE GOVERNED BY THE UNITED STATES ARBITRATION ACT. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY ANY COURT HAVING JURISDICTION THEREOF. THE PLACE OF THE ARBITRATION SHALL BE CHICAGO, ILLINOIS.

(c) WAIVER OF VENUE. THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY US FEDERAL OR ILLINOIS STATE COURT IN CHICAGO, ILLINOIS. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 7.2. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

7.12 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

7.13 Joint and Several Liability.

(a) Notwithstanding anything to the contrary contained herein, all Obligations of Borrower hereunder shall be joint and several obligations of each Person identified as the Borrower in this Agreement, together with each other Person that becomes a Borrower pursuant to Section 5.14 or otherwise.

(b) Notwithstanding any provisions of this Agreement to the contrary, it is intended that the joint and several nature of the Obligations of Borrower and the liens and security interests granted by Borrower to secure the Obligations, not constitute a "Fraudulent Conveyance" (as defined below). Consequently, Lender and Borrower agree that if the Obligations of a Borrower, or any liens or security interests granted by such Borrower securing the Obligations would, but for the application of this sentence, constitute a Fraudulent Conveyance, the Obligations of such Borrower and the liens and security interests securing such Obligations shall be valid and enforceable only to the maximum extent that would not cause such Obligations or such lien or security interest to constitute a Fraudulent Conveyance, and the Obligations of such Borrower and this Agreement shall automatically be deemed to have been amended accordingly. For purposes hereof, "**Fraudulent Conveyance**" means a fraudulent conveyance under Section 548 of Chapter 11 of the Bankruptcy Code or a fraudulent conveyance or fraudulent transfer under the applicable provisions of any fraudulent conveyance or fraudulent transfer law or similar law of any state, nation or other governmental unit, as in effect from time to time.

(c) Lender is hereby authorized, without notice or demand and without affecting the liability of a Borrower hereunder, at any time and from time to time, to do the following: (i) renew, extend, accelerate or otherwise change the time for payment of, or other terms relating to another Borrower's Obligations or otherwise modify, amend or change the terms of any promissory note or other agreement, document or instrument now or hereafter executed by a Borrower and delivered to Lender; (ii) accept partial payments on a Borrower's Obligations; (iii) take and hold security or collateral for the payment of another Borrower's Obligations hereunder or for the payment of any guaranties of another Borrower's Obligations or other liabilities of another Borrower and exchange, enforce, waive and release any such security or collateral; (iv) apply such security or collateral and direct the order or manner of sale thereof as Lender, in its sole discretion, may determine; and (v) settle, release, compromise, collect or otherwise liquidate a Borrower's Obligations and any security or collateral therefor in any manner, without affecting or impairing the obligations of the other Borrowers.

(d) Each Borrower hereby agrees that, except as hereinafter provided, its obligations hereunder are unconditional, irrespective of any of the following: (i) the absence of any attempt to collect a Borrower's Obligations from any Borrower or any guarantor or other action to enforce the same; (ii) the waiver or consent by Lender with respect to any provision of any instrument evidencing Borrower's Obligations, or any part thereof, or any other agreement heretofore, now or hereafter executed by a Borrower and delivered to Lender; (iii) failure by Lender to take any steps to perfect and maintain its security interest in, or to preserve its rights to, any security or collateral for Borrower's Obligations; (iv) the institution of any proceeding under the Bankruptcy Code, or any similar proceeding, by or against a Borrower or Lender's election in any such proceeding of the application of Section 1111(b)(2) of the Bankruptcy Code; (v) any borrowing or grant of a security interest by any Borrower as debtor-in-possession, under Section 364 of the Bankruptcy Code; (vi) the disallowance, under Section 502 of the Bankruptcy Code, of all or any portion of any claim by Lender for repayment of any of Borrower's Obligations; or (vii) any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**ACE HARDWARE CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**SCHEDULE 7.02**

**NOTICES**

If to the Lender:

Ace Hardware Corporation  
2200 Kensington Court  
Oak Brook, Illinois 60523-2100  
Attention: Director of Credit  
Telephone: (630) 990-7250  
Telecopier: (630) 571-5516

With a copy to:

Ace Hardware Corporation  
2200 Kensington Court  
Oak Brook, Illinois 60523-2100  
Attention: General Counsel  
Telephone: (630) 990-6600  
Telecopier: (630) 990-3514

If to the Borrower:

---

---

---

---



## Store Improvement Installment Loan Program Application

### APPLICANT INFORMATION:

Legal Business Name: \_\_\_\_\_ Store #: \_\_\_\_\_  
Trading Name (d/b/a): \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Contact: \_\_\_\_\_

### SECTION A:

Store Improvement Financing Program must include the addition of incremental RSC Inventory

|                          |                                             |        |       |     |
|--------------------------|---------------------------------------------|--------|-------|-----|
| <input type="checkbox"/> | Full Store Retrofit (Depts. 1-5 & 7)        | Dept 1 | _____ | est |
|                          |                                             | Dept 2 | _____ | est |
| <input type="checkbox"/> | Partial Store Retrofit (3 Core Departments) | Dept 3 | _____ | est |
| <input type="checkbox"/> | Expansion                                   | Dept 4 | _____ | est |
| <input type="checkbox"/> | Relocation                                  | Dept 5 | _____ | est |
|                          |                                             | Dept 6 | _____ | est |
| <input type="checkbox"/> | New Floor plan                              | Dept 7 | _____ | est |
|                          | or                                          | Dept 8 | _____ | est |
| <input type="checkbox"/> | Ace approved Merchandise Plan               | Dept 9 | _____ | est |

Total Est Incremental RSC Inventory (via the Assortment Planner) \$ \_\_\_\_\_ \$ \_\_\_\_\_ Installment Amt

**COMPLETE HERE ONLY IF LABOR IS NOT PART OF LOAN**

|                          |                                                   |      |       |    |       |
|--------------------------|---------------------------------------------------|------|-------|----|-------|
| <input type="checkbox"/> | Labor (Merchandising services and store planning) | Est. | _____ | \$ | _____ |
|                          | Total Est Incremental RSC Inventory & Labor       | \$   | _____ | \$ | _____ |

\*District Mgr is required to review and approve the pending order prior to funding.  
\* Inventory in affected departments must meet platinum level discovery acceptance (80%)  
\* Terms are 6 months deferred dating followed by 26 equal installments

(total divided by 26)

### SECTION B:

Store Improvement Installment loan to be used for store improvement for the following:

|                          |                                                   |               |       |
|--------------------------|---------------------------------------------------|---------------|-------|
| <input type="checkbox"/> | Labor (Merchandising services and store planning) | Est. Cost: \$ | _____ |
| <input type="checkbox"/> | Fixtures and Flooring                             | Est. Cost: \$ | _____ |
| <input type="checkbox"/> | Lighting                                          | Est. Cost: \$ | _____ |
| <input type="checkbox"/> | Exterior Signage (up to 15% of loan \$\$)         | Est. Cost: \$ | _____ |
| <input type="checkbox"/> | Interior Signage & Décor                          | Est. Cost: \$ | _____ |
| <input type="checkbox"/> | Markdown dollars (up to 10% of loan \$\$)         | Est. Cost: \$ | _____ |
| <input type="checkbox"/> | Equipment (no computer or POS)                    | Est. Cost: \$ | _____ |

(All items in section B must be with Ace approved vendors)

Total Estimated Installment Loan Est. Cost: \$ \_\_\_\_\_

Loan Amount not to exceed \$15/square foot up to 10,000 square feet  
Max Loan amount is \$150,000 (Min = \$15,000)  
Terms: Five (5) year installment loan; Interest Rate: 5%, Fixed

### AUTHORIZATION:

The retailer whose signature appears below agrees that this application is being submitted under, and subject to, the eligibility criteria and other terms and conditions set forth on page 2 (Store Improvement Financing Program Terms and Conditions) of this application, which terms and conditions are incorporated herein by reference. Retailer certifies that all information contained herein or submitted to Ace Hardware Corporation (Ace) is true and correct as of the date given. If a project receives approval for a loan and all applicable loan documents have been signed and returned to Ace, and Ace has confirmed that the project has commenced, then the amount financed shall be set forth in a credit memo invoice and applied to retailer's Ace billing statement. Ace reserves the right to revoke approval of the financing if the project is delayed by more than 60 days or is cancelled. This application is subject to review and approval by Ace. Retailer authorizes Ace to obtain credit references and consumer /commercial credit references on the business and its principals and to release credit information to others.

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_  
(AUTHORIZED SIGNATURE - OWNER OR OFFICER)  
Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Email Address: \_\_\_\_\_

\*\*\*\*\*Ace Hardware Corporation Internal Use Only\*\*\*\*\*

Inventory Amount \_\_\_\_\_ Visionary Path: ☐  
Loan Amount: \_\_\_\_\_ District Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorization #: \_\_\_\_\_ Finance Approval: \_\_\_\_\_ Date: \_\_\_\_\_

**STORE IMPROVEMENT INSTALLMENT LOAN PROGRAM  
TERMS AND CONDITIONS**

**ELIGIBILITY**

In order to qualify for the Store Improvement Installment Loan Program, the retailer must: (1) be an Ace member, in business for at least 3 years; (2) be prompt pay (18/26 payment record) with no past due balance exceeding \$10,000; (3) have an Owner's Equity position equal to or greater than 25 % in the business entity post project; and (4) commit to 2020 Visionary Path. Retailer must provide Ace with the prior two years and current YTD interim financial statements with this application. If retailer owns more than one Ace store, eligibility for this program will be determined on a per store basis.

**TERMS AND CONDITIONS FOR THE STORE IMPROVEMENT LOAN PROGRAM**

The minimum loan amount is \$15,000, up to a maximum amount equal to \$15.00 per square foot (Max. = \$150,000.00). Loan origination amount will be in \$1,000 increments.

After approval of the loan and confirmation by an Ace representative of project commencement, the amount financed shall be set forth in a credit memo invoice to be issued directly to the retailer's Ace statement of account. A loan commitment fee of 1% of the loan amount will also be assessed upon funding of the loan and billed directly to the retailer's Ace statement of account. Additional charges are applicable if further security is required and will be assessed upon funding of the loan and billed directly to the retailer's Ace statement of account.

The interest rate for the program is fixed at five percent (5%) per annum on the unpaid balance. The loan term is five (5) years and the loan is a fully amortizing installment loan. Each loan installment will be billed to the retailer's A/R statement. There is no prepayment penalty, however, only cash prepayments will be allowed.

**TERMS AND CONDITIONS FOR SIX MONTHS DEFERRED DATING FOLLOWED BY TWENTY SIX (26) INSTALLMENT PLAN**

For items covered by a six months deferred dating, followed by twenty six (26) installments under this program, the retailer agrees that after the six month deferral period to pay the principal sum to Ace in 26 substantially equal bi-weekly payments as billed by Ace. Such payments shall have the same due dates that apply to Ace's regular billing statements. No interest shall be payable on the principal sum or on any balance thereof becoming due, but any bi-weekly installment payment that is not paid by the due date shall accrue late payment charges at the same rate as is then applicable to retailer's regular purchases of merchandise, supplies and services from Ace.

**TERMS AND CONDITIONS APPLICABLE TO BOTH PLANS**

Retailer agrees to furnish to Ace such invoices, photos or other proof of performance if requested by Ace. Retailer also agrees that if the Ace membership, 2020 Visionary Path commitment, and/or project plan for the applicable store is terminated for any reason, or if the Ace statement of account becomes past due or the retailer otherwise fails to comply with the eligibility criteria, then the entire principal balance under the designated payment plan, plus any interest and/or accrued late payment charges, shall become immediately due and payable.

Approvals of either payment plan may be withdrawn by Ace at any time if there is material change in the Retailer's credit standing or financial condition.

**THE RETAILER HEREBY RELEASES ACE HARDWARE CORPORATION AND EACH OF ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY AND ALL DAMAGE OR LIABILITY CLAIMS ARISING OUT OF OR BASED UPON: (1) ANY OF THE INVESTIGATION PROCEDURES UTILIZED BY ACE IN REVIEWING THE APPLICATION; (2) ACE'S DENIAL OF THE LOAN; AND (3) RETAILER'S PURCHASE, INSTALLATION OR USE OF THE ITEMS OR SERVICES FINANCED PURSUANT TO THIS PROGRAM.**

As a condition of obtaining the loan, Retailer will be required to execute a promissory note and may be required to execute a security agreement granting Ace a security interest in Retailer's assets to secure payment of the loan and any other document required by Ace in connection with the program. Retailer's shareholders and affiliated entities may be required to execute guarantees of the loan amount. The terms and conditions of this program shall be governed by the substantive laws of the State of Illinois.

**Promissory Note**  
(Store Improvement Installment Loan Program)

\$ \_\_\_\_\_

Oak Brook, Illinois

\_\_\_\_\_, 20\_\_\_\_

FOR VALUE RECEIVED, the undersigned, \_\_\_\_\_, (“Borrower”) a [insert LLC, Corporation, Partnership, Sole Proprietorship] organized pursuant to the laws of the State of \_\_\_\_\_, promises to pay to the order of ACE HARDWARE CORPORATION, a Delaware corporation (together with its successors and assigns, the “Lender”), the principal amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) hereafter, referred to as the “Principal Loan Amount”. As used herein “Relevant Store Location” shall mean the retail store location for the Borrower as set forth on the signature page attached hereto.

This Promissory Note (“Note”) is delivered by Borrower to Lender, along with any guaranty, security agreement, financing statement, or other documents that may be required by Lender in connection with this Note. Interest on the Principal Loan Amount shall accrue and be paid at the fixed rate of 5% per annum. Upon any event of default as defined herein (“Event of Default”), interest shall accrue at the default rate of 10% per annum (the “Default Rate”).

Payments of both principal and interest are to be made in lawful money of the United States of America in same day or immediately available funds to the account designated by the Lender. Principal and interest due hereunder shall be billed by Lender to Borrower in four (4) week intervals, on every other bi-weekly billing statement submitted by Lender to Borrower for merchandise and services purchased by Borrower from Lender, and shall be due and payable on the due date then applicable to such billing statement. The amount of the installments of principal plus interest hereunder is \$\_\_\_\_\_. This Note shall amortize over five (5) years, commencing on the date as outlined in the attached amortization schedule.

As used herein, an “Event of Default” shall include the following:

- a) The termination of the Ace Membership Agreement of Borrower or any guarantor, voluntarily or otherwise;
- b) Borrower and any guarantor’s failure to: (i) make prompt payment of Ace billing statements, (ii) be in good standing, (iii) pay taxes (of any kind), (iv) pay rent or otherwise be in breach of any lease obligation, (v) pay, when due, loan payments to its lenders, (vi) provide proof of current and adequate insurance coverage as provided by the Ace Membership Agreement, or to otherwise be in material default with the Ace Membership Agreement or (vii) enroll and use Ace ACH electronic payment program;
- c) the insolvency of the Borrower or any guarantor, change in ownership and control of the Borrower or any guarantor, a material adverse change in Borrower’s or any guarantor’s financial condition;
- d) Borrower’s or any guarantor’s payment or other financial covenant default with third parties that has not been cured within any applicable grace or cure period established by such third party;
- e) Borrower’s failure to implement a partial store retrofit at the Relevant Store Location that will impact a minimum of three (3) core departments (Departments 1 - 5 and 7). Inventory in such departments must meet Ace designated Platinum Discovery acceptance levels upon completion of the retrofit and must include either (i) a new store floor plan that at minimum changes customer flow; or (ii) an Ace approved merchandising plan to change location of categories within the existing floor plan; or

f) Borrower's failure to use the proceeds of the Note for any one or more of the following categories: (i) labor costs for visual merchandising or store planning services; (ii) flooring and fixtures; (iii) lighting; (iv) exterior signage (up to a maximum of fifteen percent (15%) of the Principal Loan Amount; (v) interior décor and signage; (vi) inventory markdown dollars (up to a maximum of ten percent (10%) of the Principal Loan Amount); or (vii) equipment (excluding computers or point of sale equipment).

If an Event of a Default occurs, this Note shall become immediately due and payable, and the Note shall accrue interest at the Default Rate, all without notice, presentment or demand, all of which are hereby waived by Borrower and any guarantor. To the extent permitted by the Ace Membership Agreement, Ace By-laws or applicable law, Lender reserves a right of setoff in all of Borrower's and guarantor's stock, patronage refund certificates or other accounts with Lender.

This Note is a Note evidencing a loan on which the Borrower is permitted to make pre-payments without penalty.

Pursuant to the any security agreement entered into in connection with this Note, Borrower and any guarantor agree and authorize Lender to execute such documents, agreements and statements necessary for Lender to perfect and file documents that shall evidence a valid, perfected lien on the assets of Borrower and guarantor.

All parties hereto, whether as makers, endorsers, or otherwise, severally waive presentment for payment, demand, protest and notice of dishonor.

**THIS NOTE HAS BEEN DELIVERED IN ILLINOIS, AND SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS.**

**BORROWER AND LENDER HEREBY AGREE AND WAIVE ANY RIGHT TO TRIAL BY JURY WHETHER THE DISPUTE ARISES OUT OF THIS NOTE, THE LOAN DOCUMENTS, OR ANY OTHER AGREEMENTS OF ANY TYPE OR NATURE AND NOW OR HEREAFTER ARISING.**

**BORROWER AND LENDER SPECIFICALLY AND FOREVER CONSENT TO THE VENUE AND JURISDICTION OF THE STATE AND FEDERAL COURTS OF NORTHERN ILLINOIS IN ENFORCING ANY AND ALL DISPUTES THAT MAY ARISE BETWEEN THEM.**

[Insert Legal Name of Borrower]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Store Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Store Improvement Patronage Financing/Loan Program Application

### APPLICANT INFORMATION:

Legal Business Name: \_\_\_\_\_ Store #: \_\_\_\_\_  
Trading Name (d/b/a): \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Contact: \_\_\_\_\_  
Store Type: \_\_\_\_\_ (Enter "Existing Store", "Conversion" or "Change of Ownership")

#### SECTION A:

Store Improvement Financing Program must include the addition of incremental RSC Inventory

|                          |                                             |        |       |     |
|--------------------------|---------------------------------------------|--------|-------|-----|
| <input type="checkbox"/> | Full Store Retrofit (Depts. 1-5 & 7)        | Dept 1 | _____ | est |
| <input type="checkbox"/> | Partial Store Retrofit (3 Core Departments) | Dept 2 | _____ | est |
| <input type="checkbox"/> | Expansion                                   | Dept 3 | _____ | est |
| <input type="checkbox"/> | Relocation                                  | Dept 4 | _____ | est |
|                          |                                             | Dept 5 | _____ | est |
|                          |                                             | Dept 6 | _____ | est |
| <input type="checkbox"/> | New Floor plan                              | Dept 7 | _____ | est |
|                          | or                                          | Dept 8 | _____ | est |
| <input type="checkbox"/> | Ace approved Merchandise Plan               | Dept 9 | _____ | est |

Total Est Incremental RSC Inventory (via the Assortment Planner) \$ \_\_\_\_\_ \$ \_\_\_\_\_ Installment Amt

**COMPLETE HERE ONLY IF LABOR IS NOT PART OF LOAN**

|                          |                                                   |      |       |          |
|--------------------------|---------------------------------------------------|------|-------|----------|
| <input type="checkbox"/> | Labor (Merchandising services and store planning) | Est. | _____ | \$ _____ |
|                          | Total Est Incremental RSC Inventory & Labor       | \$   | _____ | \$ _____ |

\* District Manager is required to review and approve the pending order prior to funding.  
\* Inventory in affected departments must meet Pinnacle Discovery acceptance levels (80%).  
\* Terms are 6 months deferred dating followed by 26 equal installments.

(total divided by 26)

#### SECTION B:

Store Improvement Patronage Loan to be used for the following improvements:

|                          |                                                        |                     |
|--------------------------|--------------------------------------------------------|---------------------|
| <input type="checkbox"/> | Labor (Merchandising services and store planning)      | Est. Cost: \$ _____ |
| <input type="checkbox"/> | Fixtures and Flooring                                  | Est. Cost: \$ _____ |
| <input type="checkbox"/> | Lighting                                               | Est. Cost: \$ _____ |
| <input type="checkbox"/> | Exterior Signage (up to 15% of loan \$\$)              | Est. Cost: \$ _____ |
| <input type="checkbox"/> | Interior Signage & Décor                               | Est. Cost: \$ _____ |
| <input type="checkbox"/> | Markdown Dollars (up to 10% of loan \$\$)              | Est. Cost: \$ _____ |
| <input type="checkbox"/> | Equipment (no paint or POS computers or POS equipment) | Est. Cost: \$ _____ |

(All items in section B must be with Ace approved vendors)

Total Estimated Patronage Loan Est. Cost: \$ \_\_\_\_\_

Maximum loan amount is 4 times the store's prior year non-cash Patronage Dividend (Minimum loan = \$40,000)  
Terms: Five (5) year Patronage loan; Interest Rate: Prime + 1%, Adjusted quarterly

### AUTHORIZATION:

The retailer whose signature appears below agrees that this application is being submitted under, and subject to, the eligibility criteria and other terms and conditions set forth on page 2 (Store Improvement Patronage Financing Program Terms and Conditions) of this application, which terms and conditions are incorporated herein by reference. Retailer certifies that all information contained herein or submitted to Ace Hardware Corporation (Ace) is true and correct as of the date given. If a project receives approval for a loan and all applicable loan documents have been signed and returned to Ace, and Ace has confirmed that the project has commenced, then the amount financed shall be set forth in a credit memo invoice and applied to retailer's Ace billing statement. Ace reserves the right to revoke approval of the financing if the project is delayed by more than 60 days or is cancelled. This application is subject to review and approval by Ace. Retailer authorizes Ace to obtain credit references and consumer /commercial credit references on the business and its principals and to release credit information to others.

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_  
(AUTHORIZED SIGNATURE - OWNER OR OFFICER)  
Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Email Address: \_\_\_\_\_

\*\*\*\*\*Ace Hardware Corporation Internal Use Only\*\*\*\*\*

Inventory Amount \_\_\_\_\_

Visionary Path: ☐

Loan Amount: \_\_\_\_\_

District Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_

## **LOAN AGREEMENT**

*(Store Improvement Capital Stock Loan Program)*

This STORE IMPROVEMENT CAPITAL STOCK LOAN AGREEMENT (as amended, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of \_\_\_\_\_, 20\_\_ by and among \_\_\_\_\_, a [LLC, corporation, partnership or sole proprietorship] which is organized pursuant to the laws of the State of \_\_\_\_\_ (the “**Borrower**”) and ACE HARDWARE CORPORATION, a Delaware corporation (the “**Lender**”).

The Borrower, an existing Ace retailer, has requested that the Lender make available to it a term loan in order to improve an Ace affiliated retail hardware store located at \_\_\_\_\_ (the “**Relevant Store Location**”), and the Lender is willing to do so on the terms and conditions set forth herein.

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

### **ARTICLE 1**

#### **DEFINITIONS AND ACCOUNTING TERMS**

1.1 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set forth below:

“**Affiliate**” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified.

“**Base Rate**” means, for any day, a fluctuating rate per annum equal to the rate of interest in effect for such day as the "prime rate", plus one percentage point (1.00%), as publicly reported from time to time in the Wall Street Journal, Midwest Edition, under the section entitled "Money Rates" as the average per annum rate of interest charged on commercial loans posted by at least 75% of the nation's thirty (30) largest banks; provided that the Base Rate shall initially be set on the date of the funding of the relevant Loan and shall thereafter change quarterly effective as of the first day of each calendar-year quarter occurring thereafter (each an “**Interest Reset Date**”) (and such rate, subject to the imposition of a default rate of interest, shall remain unchanged until the next Interest Reset Date to occur at which time it will reset per the publication in the Wall Street Journal as indicated above); provided further that if the Wall Street Journal is not published on an Interest Reset Date, the rate applicable from and after such Interest Reset Date until the next Interest Reset Date shall be the rate most recently publicly reported in the Wall Street Journal.

“**Borrower**” means, collectively and jointly and severally, each Person identified as the Borrower in the preamble to this Agreement, together with each other Person that becomes a Borrower pursuant to Section 5.14 or otherwise.

“**Business Day**” means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the State of Illinois.

“**Change of Control**” means an event or series of events by which the Principal Shareholders shall cease to have at least the minimum ownership percentage with respect to the equity securities of the Borrower entitled to vote for members of the board of directors or equivalent governing body of the Borrower on a fully-diluted basis. As used herein, “minimum ownership percentage” means the greater of (i) 90% of the ownership percentage which the Principal Shareholders, as of the date hereof, have of the equity securities of the Borrower entitled to vote for members of the board of directors or equivalent governing body of the Borrower and (ii) 50.1%.

**“Closing Date”** means, for the Loan, the first date that all the conditions precedent to such Loan in Section 3.1 or Section 3.2, as applicable, are satisfied or waived by the Lender and the Loan is funded.

**“Debtor Relief Laws”** means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

**“Default”** means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

**“Event of Default”** has the meaning specified in Section 7.1.

**“GAAP”** means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

**“Guarantors”** means, collectively, each Person that becomes a guarantor of the Obligations (or any part thereof) pursuant to Section 5.14 or otherwise.

**“Guaranty”** means any guaranty made by a Guarantor in favor of the Lender.

**“Lien”** means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

**“Loan”** means the term loan made by the Lender to the Borrower hereunder as evidenced by a Note.

**“Loan Amount”** means the amount of the Loan as set forth in the Note.

**“Loan Documents”** means this Agreement, the Note, any Guaranty, any Security Agreement and any other instruments, agreements or other documents executed and delivered to Lender in connection with the Loan.

**“Loan Parties”** means, collectively, Borrower and each Guarantor.

**“Material Adverse Effect”** means (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent) or condition (financial or otherwise) of the Borrower; (b) a material impairment of the ability of any Loan Party to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document to which it is a party.

**“Maturity Date”** means, for the Loan, April 1<sup>st</sup> of the year in which the fifth patronage dividend distribution occurs after the Closing Date of the Loan.

**“Note”** means the promissory note made by the Borrower in favor of the Lender to evidence the Loan.

**“Obligations”** means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to the Loans of the Borrower to which the Lender or its Affiliate is a party, whether direct or indirect (including those acquired by assumption), absolute or



contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

**“Payment Date”** means April 30 of each calendar year until the applicable Maturity Date or such date the Loan is sooner paid in full; provided, that if any such date is not a Business Day, then the Payment Date in respect of such date shall be the next succeeding Business Day.

**“Person”** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

**“Principal Shareholders”** means each Person, other than a Borrower, which is or becomes both (i) a stockholder of the Lender or an owner, directly or indirectly, of majority-voting control of a stockholder of the Lender, and (ii) an owner, directly or indirectly, of more than 50%, on a fully diluted basis, of the outstanding equity securities of a Borrower (including for such calculations any stock ownership of the spouses and children of such Person and trusts established for the benefit of the foregoing).

**“Security Agreement”** means any security agreement made by a Borrower in favor of the Lender.

**“Significant Shareholder”** means each Person, other than a Principal Shareholder or a Borrower, that is or becomes the holder of 10% or more of the equity interests (whether directly or indirectly) of a Borrower.

1.2 Section Headings. Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

## ARTICLE 2 THE LOAN; MECHANICS

2.1 Loan. Upon satisfaction of the conditions precedent set forth in Section 3.1 hereof, and subject to the representations, warranties, covenants and conditions contained in this Agreement and the other Loan Documents, the Lender agrees to make, on the Closing Date, a Loan in the Loan Amount to the Borrower with respect to the Relevant Store Location. The Lender may, in its sole and absolute discretion, make the Loan to the Borrower in the form of one or more advances for credit against statements for good and services provided by the Lender to the Borrower with respect to the Relevant Store Location with respect to which the Loan is made, as and when such statements are generated by the Lender.

2.2 Prepayments. The Borrower may, at any time or from time to time voluntarily prepay the Loan in cash in whole or in part without premium or penalty. Any prepayment of the Loan shall be accompanied by all accrued interest on the amount prepaid, together with any other amount then due under the Loan Documents with respect to the Loan. Any prepayment in respect of the Loan shall be applied to the remaining scheduled principal installments in respect of the Loan in inverse order of maturity (i.e., first applied to amounts due on the Maturity Date until reduced to zero).

2.3 Repayment of Loan. The Loan shall be repaid as follows:

(a) Commencing with the first Payment Date occurring after the Closing Date, the Borrower shall make amortizing principal repayments of the Loan on the basis of a level payment amortization schedule (i.e., each level payment will consist in part of interest and in part of principal) determined by the Lender based on a term of 5 years and on the interest chargeable from time to time in respect of the Loan as provided in Section 2.4 below.

(b) The Lender shall notify the Borrower of the initial amount of the level payment referred to in clause (a) above prior to the Payment Date referred to in clause (a) above and the Lender shall notify the Borrower from time to time of any changes in the amount of the level payment (and any corresponding changes in the amortization schedule with respect to the principal amount of the Loan) resulting from changes in the interest rate chargeable under Section 2.4 or from changes in the Base Rate (it being understood that a failure or delay by the Lender to notify the Borrower of changes in the level amount due and payable with respect to a Payment Date or successive Payment Dates shall not affect the principal or interest actually owed or owing in respect of the Loan.)

(c) The first four (4) annual amortizing installments of principal and interest on the Loan will be due and payable as follows:

(i) If Borrower is eligible to make all or any portion of such payment by application of all available non-cash patronage dividends in accordance with Section 2.7(b), then Borrower shall be deemed to elect to make such payment, by application of all available non-cash patronage dividends to the maximum extent it may do so in accordance with Section 2.7(b) and Lender will be authorized to effectuate the making of such payment on the applicable Payment Date.

(ii) To the extent all or any portion of such payment may not or will not be paid by application of non-cash patronage dividends pursuant to subsection (i), Lender will bill the amount of such payment on the bi-weekly billing statement submitted by Lender to Borrower for merchandise and services purchased by Borrower from Lender during the period including the applicable Payment Date, and such payment shall be due and payable on the due date then applicable to the billing statement on which such payment is billed and shall be paid to the Lender in the manner applicable to such billing statement, or in such other manner as may be agreed by Lender in writing. Any payment billed on a bi-weekly billing statement and not paid when due will incur late payment service charges as set forth in such bi-weekly billing statement, in addition to interest accruing under this Agreement.

(d) On the Maturity Date, the Borrower shall pay to the Lender the entire outstanding principal balance of the Loan, together with all accrued and unpaid interest thereon and any and all other Obligations hereunder with respect to the Loan, without any notice or demand from Lender whatsoever. To the extent Borrower is eligible to make such payment by application of non-cash patronage dividends in accordance with Section 2.7(b), then Borrower shall be deemed to elect to make such payment, by application of available non-cash patronage dividends to the maximum extent it may do so in accordance with Section 2.7(b) and Lender will be authorized to effectuate the making of such payment on the Maturity Date. Notwithstanding the foregoing, Borrower may elect to pay such payment in cash if it notifies Lender in writing at least thirty (30) days prior to the Maturity Date of its intent to make payment in cash. To the extent not paid by application of non-cash patronage dividends, payment of the principal and interest of the Loan and any and all other Obligations with respect to the Loan on the Maturity Date shall be paid by the Borrower in immediately available funds not later than 1:00 p.m. Chicago time on the Maturity Date.

## 2.4 Interest.

(a) Subject to the provisions of subsection (b) below, the Loan shall bear interest on the outstanding principal amount thereof from the Closing Date at a rate of interest equal to the Base Rate ("Prime, plus 1.0%").

(b) While any Event of Default exists, the Borrower shall pay interest on the principal amount of all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Base Rate plus Six Percent ("Base Rate, plus 6.0%") per annum, to the fullest extent permitted by applicable law.

(c) Accrued and unpaid interest on any past due amounts shall be due and payable upon demand.

(d) Interest on the Loan shall be due and payable on each applicable Payment Date occurring after the Closing Date of the Loan as part of the level payments referred to under Section 2.3 above and on the Maturity Date of the Loan. Interest on the Loan shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.5 Computation of Interest. All computations of interest shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed.

2.6 Evidence of Debt. The Loan shall be evidenced by an account or record maintained by the Lender in the ordinary course of business. The account or record maintained by the Lender shall be conclusive absent manifest error of the amount of the Loan to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations.

2.7 Payments.

(a) All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff.

(b) Borrower shall make any payments of principal or interest of the Loan by application of the non-cash patronage dividends issued to Borrower.

(c) Borrower agrees and acknowledges that there is no assurance that non-cash patronage dividends will be issued or available to Borrower to make any or all required payments of any Loan. Borrower further agrees and acknowledges that Lender may, in its sole discretion, apply any non-cash patronage dividends otherwise payable to Borrower to any other obligation or indebtedness owed by Borrower or Borrower's Affiliates to Lender. Except where payment is made by application of non-cash patronage dividends in accordance with this Section 2.7, Borrower is obligated to make all payments required under this Agreement and the other Loan Documents when due, in full and in cash.

ARTICLE 3  
CONDITIONS PRECEDENT TO LOAN

3.1 Conditions to Initial Loan. The obligation of Lender to make the initial Loan is subject to the satisfaction of the following conditions:

(a) Lender's receipt of the following, each properly executed by an officer of the signing Loan Party, each dated the Closing Date of the Loan (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance satisfactory to Lender:

(i) The fully completed and executed Application, along with all necessary documents requested therein;

(ii) three (3) executed counterparts of this Agreement by each Person required to be a Borrower under Section 5.14;

(iii) a Note for the Loan executed by each Person required to be a Borrower under Section 5.14;

(iv) three (3) executed Security Agreements by each Person required to be a Borrower under Section 5.14, if requested by Lender;

(v) three (3) executed Guarantees by each Person required to be a Guarantor under Section 5.14;

(vi) a landlord waiver or other collateral access agreement, in form and substance satisfactory to Lender, for each location at which collateral in which Lender is granted a security interest under a Security Agreement is located;

(vii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of officers of each Loan Party as the Lender may require;

(viii) such documents and certifications as Lender may require to evidence that each Loan Party is duly organized or formed, and that the Borrower is validly existing, in good standing and qualified to engage in business in its state of organization.

(b) Lender shall have received such documentation as Lender may require to evidence the amount of the aggregate cash investment made by Borrower toward the acquisition and improvement of the Relevant Store Location;

(c) Borrower shall have paid to Lender a commitment fee in an amount equal to one percent (1%) of the Loan Amount of the Loan;

(d) Lender shall have approved the Ace affiliation of the Relevant Store Location;

(e) Any existing loans from Lender to the Borrower which is a so-called Capital Stock Loan or Equity Match Loan shall have been modified to provide for repayment of such loan by application of non-cash patronage dividends held by any Borrower with respect to any of Borrower's Ace affiliated retail hardware stores; and

(f) No Default or Event of Default shall exist as of the Closing Date.

#### ARTICLE 4 REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender that:

4.1 Authorization. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is party, have been duly authorized by all necessary corporate or other organizational action.

4.2 Financial Statements; No Material Adverse Effect.

(a) The Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; (ii) fairly present the financial condition of the Borrower as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (iii) show all material indebtedness and other liabilities, direct or contingent, of the Borrower and its Subsidiaries as of the date thereof, including liabilities for taxes, material commitments and indebtedness.

(b) Since the date of the Financial Statements through and including the Closing Date, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

4.3 Absence of Defaults under Material Agreements. Borrower is not in breach or default, and no condition exists which with the giving of notice or passing of time would result in a breach or default, under any (a) instrument or agreement evidencing indebtedness for borrowed money, (b) lease or sublease of real property, (c) insurance policy or other insurance contract.

4.4 Taxes. Borrower has timely filed all tax returns and reports required by law to have been filed by it. Such returns are in all material respects true, correct and complete. Borrower has paid all taxes, governmental charges and assessments required to be paid by it when due and payable.

4.5 Litigation. There are no actions, suits, proceedings, claims or disputes pending or threatened or contemplated, at law, in equity, in arbitration or before any governmental authority, by or against the Borrower or any of its Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or any of the transactions contemplated hereby, or (b) either individually or in the aggregate, if determined adversely, could reasonably be expected to have a Material Adverse Effect.

4.6 Ownership of Property; Liens. The Borrower good title to, or valid leasehold interests in, all real and personal property necessary or used in the ordinary conduct of its business.

4.7 Compliance with Laws. The Borrower is in compliance in all material respects with the requirements of all laws and governmental regulations and all orders, writs, injunctions and decrees applicable to it or to its properties.

## ARTICLE 5 AFFIRMATIVE COVENANTS

So long as any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, the Borrower shall:

5.1 Financial Statements. Deliver to the Lender, in form and detail satisfactory to the Lender as soon as available, but in any event within ninety (90) days after the end of each fiscal year of the Borrower, a consolidated balance sheet of the Borrower with respect to the Relevant Store Location as at the end of such fiscal year, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, [~~unaudited~~-if Borrower's indebtedness is less than \$100,000.00][~~audited~~-if Borrower's indebtedness exceeds \$1,000,000.00][~~reviewed~~-if Borrower's indebtedness is between \$500,000.01 and \$1,000,000.00][~~compiled~~-if Borrower's indebtedness is between \$100,000.01 and \$500,000.00] and, where applicable, accompanied by a report and opinion of an independent certified public accountant, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit to which Lender objects (together with, if the Borrower has more than one retail location, a consolidated balance sheet and consolidated statements of income and operations for the Borrower on the same basis as the financial statements provided with respect to the Relevant Store Location); and

As to any information contained in materials furnished pursuant to Section 5.2(c), the Borrower shall not be separately required to furnish such information under the clause above, but the foregoing shall not be in derogation of the obligation of the Borrower to furnish the information and materials described above at the times specified therein.

5.2 Certificates; Other Information. Deliver to the Lender, in form and detail satisfactory to the Lender:

(a) promptly after the receipt thereof by any Loan Party, copies of any notices or written communications received from any holder of debt securities of any Loan Party or any subsidiary thereof regarding any existing or alleged default or event of default under the terms of any indenture, loan or credit or similar agreement;

(b) in the event there has been a sale, transfer or other disposition of any retail location owned by the Borrower (collectively, “**Company Location**”) during a fiscal quarter, concurrently with the financial statements delivered pursuant to Section 5.1(b) above, notification of such sale; and

(c) promptly, such additional information regarding the business, financial or corporate affairs of the Borrower, or compliance with the terms of the Loan Documents, as the Lender may from time to time reasonably request.

5.3 Notices. Promptly notify the Lender (a) of the occurrence of any Default, (b) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect; and (c) of any material change in accounting policies or financial reporting practices by the Borrower. Each notice pursuant to this Section shall be accompanied by a statement of an officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto. Each notice pursuant to Section 5.3 shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached.

5.4 Payment of Obligations. Pay and discharge as the same shall become due and payable, all its obligations and liabilities, including, without limitation all liabilities to lenders, landlords and insurance carriers.

5.5 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the laws of the jurisdiction of its organization; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation of which could reasonably be expected to have a Material Adverse Effect.

5.6 Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted; and (b) make all necessary repairs thereto and renewals and replacements thereof except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

5.7 Compliance with Law. Comply in all material respects with the requirements of all laws and governmental regulations and all orders, writs, injunctions and decrees applicable to it or to its business or property.

5.8 Taxes. Timely file all tax returns and reports required by law to be filed by it, cause all such tax returns and reports to be in all material respects true, correct and complete and pay all taxes, governmental charges and assessments required to be paid by it when due and payable.

5.9 Books and Records. Maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of the Borrower.

5.10 Inspection Rights. Permit representatives and independent contractors of the Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or

abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, as often as may be desired by the Lender.

5.11 Store Project; Use of Proceeds. The Borrower shall implement, no later than 90 days after the date of this Loan Agreement, a store project (full or partial store retrofit, store expansion or store relocation) at the Relevant Store Location that will impact a minimum of three (3) core departments (Departments 1 - 5 and 7). Borrower must use a Lender recommended third party reset services provider. Inventory purchased within such departments must meet Lender's designated Pinnacle Discovery acceptance levels upon completion of the project and must include either (i) a new store floor plan that at minimum changes customer flow; or (ii) a Lender approved merchandising plan to change location of categories within the existing floor plan. The Loan Amount may be used for any one or more of the following categories: (a) labor costs for Store Services (Ace or Ace-approved vendor) for project implementation or store planning; (b) flooring and fixtures; (c) lighting; (d) exterior signage (up to a maximum of fifteen percent (15%) of the Loan Amount; (e) interior décor and signage (excluding Electronic Bin Tags); (f) inventory markdown dollars (up to a maximum of ten percent (10%) of the Loan Amount); or (g) equipment (excluding delivery vehicles, Paint or POS computer or any other point of sale system).

5.12 Member Status; Relevant Store Location Existence.

- (a) Maintain the Borrower's status as a retailer affiliated with Lender; and
- (b) Continue to own and operate the Relevant Store Location and each other Ace affiliated retail hardware store owned and operated by Borrower during the term of this Agreement as an Ace affiliated retail hardware store (unless the Relevant Store Location is relocated in accordance with any applicable rules, restrictions, policies and procedures of Lender and such relocated store continues to be owned and operated by Borrower).

5.13 Ace ACH Electronic Payment Program. To at all times cause the Relevant Store Location to be enrolled in and use the Ace ACH electronic payment program, as from time to time in effect.

5.14 Additional Borrowers and Guarantors.

- (a) Cause each Person which either:
  - (i) both (A) owns, directly or indirectly, more than 50%, on a fully diluted basis, of the outstanding equity securities of the Borrower and (B) owns or operates an Ace affiliated retail hardware store; or
  - (ii) both (A) is a subsidiary or Affiliate of the Borrower and (B) owns or operates a Relevant Store Location;to become a Borrower by executing and delivering to the Lender a counterpart of this Agreement and the Note, a Security Agreement and/or such other document(s) as the Lender shall deem appropriate for such purpose.
- (b) Notify the Lender at the time that any Person becomes a Person meeting the description set forth in Section 5.14(a) above, and promptly thereafter (and in any event within 30 days), cause such Person to become a Borrower by executing and delivering to the Lender a counterpart of this Agreement and the Note, a Security Agreement and/or such other document(s) as the Lender shall deem appropriate for such purpose.
- (c) Cause each Principal Shareholder having a ten (10%) percent or greater Investment in any Borrower and each such Person's spouse to become a Guarantor by executing and delivering to the Lender a Guaranty or such other document as the Lender shall deem appropriate for such purpose.

(d) Notify the Lender at the time that any Person becomes a Principal Shareholder or Significant Shareholder, and promptly thereafter (and in any event within 30 days), cause such Person and such Person's spouse to become a Guarantor by executing and delivering to the Lender a counterpart of the Guaranty or such other document as the Lender shall deem appropriate for such purpose.

(e) Cause each Person which is an Affiliate of the Borrower to become a Guarantor by executing and delivering to the Lender a Guaranty or such other document as the Lender shall deem appropriate for such purpose.

(f) Notify the Lender at the time that any Person becomes an Affiliate of the Borrower, and promptly thereafter (and in any event within 30 days), cause such Person to become a Guarantor by executing and delivering to the Lender a counterpart of the Guaranty or such other document as the Lender shall deem appropriate for such purpose.

## ARTICLE 6 EVENTS OF DEFAULT AND REMEDIES

6.1 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Loan Party fails to pay (i) when and as required to be paid herein or in any Note, any amount of principal of any Loan or (ii) subject to the provisions of Section 2.4(c), within three days after the same becomes due, any interest on any Loan or any fee due hereunder or any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. The Borrower fails to perform or observe any term, covenant or agreement contained in Section 5.11 (Store Project; Use of Proceeds) or Section 5.14 (Additional Borrowers and Guarantors); or

(c) Member Status; Relevant Store Locations Existence. The Borrower fails to perform or observe any term, covenant or agreement contained in Section 5.12; or

(d) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in subsection (a), (b) or (c) above) contained in this Agreement or any other Loan Document on its part to be performed or observed and such failure continues for 30 days; or

(e) Representations and Warranties. (i) Any representation or warranty of the Borrower contained in Article 4 shall be incorrect or misleading when made or deemed made, or (ii) any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party, in any other Loan Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(f) Cross-Default. (i) Borrower or its affiliated stores shall be in breach or default under any Ace Membership Agreement, (ii) any Loan Party or any of their subsidiaries shall be in default of any other indebtedness owing to the Lender, (iii) any Loan Party or any of its subsidiaries shall be in default (or shall have been in default at any time) with respect to more than 8 of the 26 most recent bi-weekly statements issued by the Lender and/or its Affiliates or (iv) any Loan Party or any of its subsidiaries shall be in default of any other indebtedness owing to any other Person and any enforcement proceeding or foreclosure action is commenced; or

(g) Insolvency Proceedings, Etc. Any Loan Party or any of its subsidiaries institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian,



conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for thirty (30) calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for thirty (30) calendar days, or an order for relief is entered in any such proceeding; or

(h) Inability to Pay Debts; Attachment. (i) The Borrower becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within thirty (30) days after its issue or levy; or

(i) Judgments. There is entered against the Borrower a final judgment or order for the payment of money in excess of \$50,000 (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage), and (i) enforcement proceedings are commenced by any creditor upon such judgment or order, or (ii) there is a period of ten (10) consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(j) Invalidity of Loan Documents. Any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect; or any Loan Party or any other Person (acting on behalf of a Loan Party) contests in any manner the validity or enforceability of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any Loan Document; or

(k) Change of Control. There occurs any Change of Control.

## 6.2 Remedies Upon Event of Default.

(a) If any Event of Default occurs and is continuing, the Lender shall be entitled (but not required) to terminate the obligation of the Lender to make any and all Loans and shall thereafter receive interest on the principal amount of all outstanding Obligations at the rate specified under Section 2.4(b) hereunder.

(b) In addition, if any Event of Default occurs and is continuing, the Lender shall additionally be entitled (but not required) to declare the unpaid principal amount of the Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower and to exercise all rights and remedies available under the Loan Documents or at law.

## ARTICLE 7 MISCELLANEOUS

7.1 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Lender and the Borrower or the applicable Loan Party, as the case may be, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

7.2 Notices; Effectiveness. All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 7.2. The Borrower and the Lender may change their respective address, telecopier or telephone number for notices and other communications hereunder by notice to the other party hereto.

7.3 No Waiver; Cumulative Remedies. No failure or delay by the Lender in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

7.4 Expenses; Damage Waiver.

(a) Costs and Expenses. The Borrower shall pay on demand (i) all reasonable out-of-pocket expenses incurred by the Lender (including the reasonable fees, charges and disbursements of counsel for the Lender), in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all out-of-pocket expenses incurred by the Lender (including the fees, charges and disbursements of any counsel for the Lender), in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Loan made, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Loan.

(b) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Borrower shall not assert, and hereby waives, any claim against Lender, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the Loan or the use of the proceeds thereof.

7.5 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender.

7.6 Right of Setoff. If an Event of Default shall have occurred and be continuing, the Lender, and each of Lender's Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all obligations at any time owing by the Lender, or any such Affiliate of the Lender, to or for the credit or the account of the Borrower or any other Loan Party against any and all of the Obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to the Lender, irrespective of whether or not the Lender shall have made any demand under this Agreement or any other Loan Document and although such Obligations of the Borrower or such Loan Party may be contingent or unmatured. The rights of the Lender and Lender's Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that the Lender or the Lender's Affiliates may have.

7.7 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable law (the "**Maximum Rate**"). If the Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loan or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for,

charged, or received by the Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

7.8 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 3.1, this Agreement shall become effective when it shall have been executed by the Borrower and the Lender.

7.9 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof.

7.10 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby.

7.11 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

(b) ARBITRATION. THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO BINDING ARBITRATION FOR ANY MATTER OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT. THE ARBITRATION SHALL BE CONDUCTED BY A SOLE ARBITRATOR AND BE GOVERNED BY THE UNITED STATES ARBITRATION ACT. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY ANY COURT HAVING JURISDICTION THEREOF. THE PLACE OF THE ARBITRATION SHALL BE CHICAGO, ILLINOIS.

(c) WAIVER OF VENUE. THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY US FEDERAL OR ILLINOIS STATE COURT IN CHICAGO, ILLINOIS. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 7.2. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

7.12 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

7.13 Joint and Several Liability.

(a) Notwithstanding anything to the contrary contained herein, all Obligations of Borrower hereunder shall be joint and several obligations of each Person identified as the Borrower in this Agreement, together with each other Person that becomes a Borrower pursuant to Section 5.14 or otherwise.

(b) Notwithstanding any provisions of this Agreement to the contrary, it is intended that the joint and several nature of the Obligations of Borrower and the liens and security interests granted by Borrower to secure the Obligations, not constitute a "Fraudulent Conveyance" (as defined below). Consequently, Lender and Borrower agree that if the Obligations of a Borrower, or any liens or security interests granted by such Borrower securing the Obligations would, but for the application of this sentence, constitute a Fraudulent Conveyance, the Obligations of such Borrower and the liens and security interests securing such Obligations shall be valid and enforceable only to the maximum extent that would not cause such Obligations or such lien or security interest to constitute a Fraudulent Conveyance, and the Obligations of such Borrower and this Agreement shall automatically be deemed to have been amended accordingly. For purposes hereof, "**Fraudulent Conveyance**" means a fraudulent conveyance under Section 548 of Chapter 11 of the Bankruptcy Code or a fraudulent conveyance or fraudulent transfer under the applicable provisions of any fraudulent conveyance or fraudulent transfer law or similar law of any state, nation or other governmental unit, as in effect from time to time.

(c) Lender is hereby authorized, without notice or demand and without affecting the liability of a Borrower hereunder, at any time and from time to time, to do the following: (i) renew, extend, accelerate or otherwise change the time for payment of, or other terms relating to another Borrower's Obligations or otherwise modify, amend or change the terms of any promissory note or other agreement, document or instrument now or hereafter executed by a Borrower and delivered to Lender; (ii) accept partial payments on a Borrower's Obligations; (iii) take and hold security or collateral for the payment of another Borrower's Obligations hereunder or for the payment of any guaranties of another Borrower's Obligations or other liabilities of another Borrower and exchange, enforce, waive and release any such security or collateral; (iv) apply such security or collateral and direct the order or manner of sale thereof as Lender, in its sole discretion, may determine; and (v) settle, release, compromise, collect or otherwise liquidate a Borrower's Obligations and any security or collateral therefor in any manner, without affecting or impairing the obligations of the other Borrowers.

(d) Each Borrower hereby agrees that, except as hereinafter provided, its obligations hereunder are unconditional, irrespective of any of the following: (i) the absence of any attempt to collect a Borrower's Obligations from any Borrower or any guarantor or other action to enforce the same; (ii) the waiver or consent by Lender with respect to any provision of any instrument evidencing Borrower's Obligations, or any part thereof, or any other agreement heretofore, now or hereafter executed by a Borrower and delivered to Lender; (iii) failure by Lender to take any steps to perfect and maintain its security interest in, or to preserve its rights to, any security or collateral for Borrower's Obligations; (iv)

the institution of any proceeding under the Bankruptcy Code, or any similar proceeding, by or against a Borrower or Lender's election in any such proceeding of the application of Section 1111(b)(2) of the Bankruptcy Code; (v) any borrowing or grant of a security interest by any Borrower as debtor-in-possession, under Section 364 of the Bankruptcy Code; (vi) the disallowance, under Section 502 of the Bankruptcy Code, of all or any portion of any claim by Lender for repayment of any of Borrower's Obligations; or (vii) any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**ACE HARDWARE CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE 7.02**

**NOTICES**

If to the Lender:

Ace Hardware Corporation  
2915 Jorie Blvd  
Oak Brook, Illinois 60523-2100  
Attention: Treasurer  
Telephone: (630) 990-8160  
Telecopier: (630) 572-6389

With a copy to:

Ace Hardware Corporation  
2915 Jorie Blvd  
Oak Brook, Illinois 60523-2100  
Attention: General Counsel  
Telephone: (630) 990-6600  
Telecopier: (630) 990-3514

If to the Borrower:

---

---

---

---

## **EXHIBIT O: INCENTIVE AGREEMENTS**

- 1 - New Investor A
- 2 - Branch A
- 3 – Grocery Retailer Freestanding Ace Store A
- 4 - New Investor B
- 5 - Branch B
- 6 - Store Conversion (Ace Advantage\$750K+ Annual Handled Purchases)
- 7 - Store Conversion
- 8 - Purchase an Ace Store
- 9 - Discovery Improvement

**INCENTIVE AGREEMENT**  
**(New Investor - A)**

This Incentive Agreement ("Agreement") is executed by and between (i) Ace Hardware Corporation, a Delaware corporation with offices at 2915 Jorie Blvd, Oak Brook, Illinois 60523 ("Ace") and (ii) the undersigned Ace member ("Retailer"), and is effective as of the date executed by Ace ("Effective Date").

Recitals

- A. Retailer intends to open an Ace-branded retail hardware store at the location listed below ("New Store") pursuant to (i) an Ace Hardware Membership Agreement (Nonbranded) ("Membership Agreement") and (ii) an Ace Brand Agreement ("Brand Agreement"), each of the foregoing executed respectively by and between Ace and Retailer with respect to the New Store.
- B. Subject to the terms and conditions stated herein, Ace desires to provide Retailer, and Retailer desires to receive from Ace, a New Store Incentive (as defined in Section 1 below) for the New Store.

Now, therefore, in consideration of the mutual rights and obligations contained herein and in the Membership Agreement and the Brand Agreement, the receipt and sufficiency of which consideration is hereby acknowledged by, respectively, Ace and Retailer, Ace and Retailer hereby AGREE as follows:

1. **New Store Incentive.** Ace shall provide to Retailer a new store incentive ("New Store Incentive") comprised of a "Credit" and "Dating," as follows:
  - A. **Credit:** A credit equal to the total dollar amount of the Ace recommended Discovery assortment products in the Retailer's opening stock order placed via the Ace assortment planner ("OSO") for the New Store or ordered and delivered to the New Store within six months of the New Store's activation date (together, the "Eligible Products") (such credit, "Credit"). Credit will only be provided for Ace Discovery recommended skus and quantities for the applicable assortment format by department. The dollar amount of the Credit will be determined after delivery of the Eligible Products, which delivery must occur within six months of the New Store's activation date. The Credit for the Eligible Products shall be issued to Retailer's Ace billing statement in two installments as follows:
    - (i) Retailer receives the first installment of the Credit at six (6) months after the New Store's OSO is delivered to the New Store for an amount equal to the amount deferred pursuant to Section 1.B. below; and
    - (ii) Retailer receives the second installment of the Credit at twelve (12) months after the New Store's OSO is delivered to the New Store. The amount of the second installment of the Credit is the difference between the Credit and the first installment of the Credit.
  - B. **Dating:** Six months deferred dating will be provided on up to 75% of the New Store's OSO (both Discovery and non-Discovery products), such deferred amount not to exceed \$525,000. No deferred dating will be provided on the remainder of the New Store's OSO (both Discovery and non-Discovery products) and unless otherwise determined by Ace, Retailer must pay in advance for such portion of the OSO.
2. **Retailer Covenants.** Retailer represents warrants and covenants to Ace as follows:
  - A. **New Store OSO:** Retailer's OSO must include a minimum of 80% of the Ace Discovery assortment for each department and must match the Ace prepared store plan.
  - B. **New Store's Size, Fixtures, Décor and Signage:** New Store shall contain only new or like-new store fixtures and Ace-approved Ace décor and signage.
  - C. **New Store's Initial Capitalization:** At the outset of the New Store project, Retailer shall have cash/equity in an amount equal to at least 30% of the New Store's total development costs as shown in the New Store's projected pro forma.
  - D. **New Store's Operations:**
    - (1) **Store Planning and Visual Merchandising.** Prior to the New Store's opening, Retailer shall utilize a store plan prepared by an Ace Store Planner for the New Store as well as visual merchandising services recommended by or approved by Ace.
    - (2) **Advertising and Training.** Prior to and during the first year after the New Store opens to the public, Retailer shall:
      - a. Implement an Ace-approved advertising plan, including a grand opening event; and



- E. Retailer Compliance with Membership Agreement and Brand Agreement for the New Store: During the first five (5) years after the New Store first opens to the public ("Five Year Period"), Retailer shall fully satisfy Retailer's obligations with respect to the New Store under each of the following agreements and programs:

- F. Right of First Refusal.

- 2

- c. executes a right of first refusal in favor of Ace, similar in substance to the right set forth in this Section 2.F, for all Targeted Store(s) so purchased or transferred and any other retail hardware store(s) that would be under common control with the Targeted Stores immediately following such sale or transfer, in a form satisfactory to Ace in its sole discretion.

- (3) Upon written notice to Retailer, but without Retailer's consent required, Ace may assign its purchase rights under this Section 2.F with respect to the Targeted Stores to such person(s) or entity(ies), at such time(s) and subject to such terms and conditions, if any, as Ace in its sole discretion may from time to time determine.
- (4) The provisions of this Section 2.F shall survive for a period of five (5) years after termination for any reason, whether by Retailer, Ace, operation of law or otherwise, of any and/or all of the following agreements: (i) this Agreement, (ii) the respective Membership Agreement relating to the New Store and/or to any Other Store(s), and (iii) the respective Brand Agreement relating to the New Store and/or to any Other Store(s).

3. **Termination, Breach and Acceleration.** If (i) Retailer's Membership Agreement or Ace Brand Agreement relating to the New Store is terminated for any reason during the Five Year Period, whether by Retailer, Ace, operation of law or otherwise, or (ii) Retailer breaches any term or condition of this Agreement, Ace reserves the right to charge Retailer, via the Retailer's Ace billing statement, for the Credit component only of the New Store Incentive, prorated based on the number of full and partial months remaining until completion of the Five Year Period.

4. **Notices.** Any notices required or permitted hereunder shall be sent to the other party, via overnight delivery by the United States Postal Service, Federal Express, UPS or other national overnight delivery service, at the respective address listed herein for such party. Any notices sent to Ace shall be in duplicate (i.e. separate envelopes) and shall be addressed, respectively, to "Attention: Vice President, Retail Operations" and "Attention: General Counsel, Legal Department."

5. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

6. **Waiver.** Any failure by a party to comply with any obligation, agreement or condition herein may be expressly waived in writing by each of the other parties, but such waiver or failure to insist upon strict compliance with such obligation, agreement or conditions shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

7. **Severability.** If any term, provision or condition of this Agreement is determined by a court or other judicial or administrative tribunal to be illegal, void or otherwise ineffective or not in accordance with public policy, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

Now, therefore, the parties by their respective duly authorized representative do hereby sign and execute this Agreement as of the Effective Date.

**RETAILER:**

Legal Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

New Store Address: \_\_\_\_\_  
\_\_\_\_\_

New Store No.: \_\_\_\_\_

**ACE:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**INCENTIVE AGREEMENT**  
**(Branch Store - A)**

This Incentive Agreement ("Agreement") is executed by and between (i) Ace Hardware Corporation, a Delaware corporation with offices at 2915 Jorie Blvd, Oak Brook, Illinois 60523 ("Ace") and (ii) the undersigned Ace member ("Retailer"), and is effective as of the date executed by Ace ("Effective Date").

**Recitals**

- A. Retailer intends to open an Ace-branded retail hardware store at the location listed below ("New Store") pursuant to (i) an Ace Hardware Membership Agreement (Nonbranded) ("Membership Agreement") and (ii) an Ace Brand Agreement ("Brand Agreement"), each of the foregoing executed respectively by and between Ace and Retailer with respect to the New Store.
- B. Subject to the terms and conditions stated herein, Ace desires to provide Retailer, and Retailer desires to receive from Ace, a New Store Incentive (as defined in Section 1 below) for the New Store.

Now, therefore, in consideration of the mutual rights and obligations contained herein and in the Membership Agreement and the Brand Agreement, the receipt and sufficiency of which consideration is hereby acknowledged by, respectively, Ace and Retailer, Ace and Retailer hereby AGREE as follows:

1. **New Store Incentive.** Ace shall provide to Retailer a new store incentive ("New Store Incentive") comprised of a "Credit" and "Dating," as follows:
  - A. **Credit:** A credit equal to the total dollar amount of the Ace recommended Discovery assortment products in the Retailer's opening stock order placed via the Ace assortment planner ("OSO") for the New Store or ordered and delivered to the New Store within six months of the New Store's activation date (together, the "Eligible Products"). Credit will only be provided for Ace Discovery recommended skus and quantities for the applicable assortment format by department. The dollar amount of the total credit will be determined after delivery of the Eligible Products, which delivery must occur within six months of the New Store's activation date. The credit for the Eligible Products shall be issued six months after the New Store's OSO is delivered to the New Store.
  - B. **Dating:** Six months deferred dating will be provided on up to 85% of the New Store's OSO (both Discovery and non-Discovery products), such deferred amount not to exceed \$600,000. No deferred dating will be provided on the remainder of the New Store's OSO (both Discovery and non-Discovery products) and, unless otherwise determined by Ace, Retailer must pay in advance for such portion of the OSO.
2. **Retailer Covenants.** Retailer represents warrants and covenants to Ace as follows:
  - A. **New Store OSO:** Retailer's OSO must include a minimum of 80% of the Ace Discovery assortment for each department and must match the Ace prepared store plan.
  - B. **New Store's Size, Fixtures, Décor and Signage:** New Store shall contain only new or like-new store fixtures and Ace-approved Ace décor and signage.
  - C. **New Store's Initial Capitalization:** At the outset of the New Store project, Retailer shall have cash/equity in an amount equal to at least 30% of the New Store's total development costs as shown in the New Store's projected pro forma.
  - D. **New Store's Operations:**
    - (1) **Store Planning and Visual Merchandising.** Prior to the New Store's opening, Retailer shall utilize a store plan prepared by an Ace Store Planner for the New Store as well as visual merchandising services recommended by or approved by Ace.
    - (2) **Advertising and Training.** Prior to and during the first year after the New Store opens to the public, Retailer shall:
      - a. Implement an Ace-approved advertising plan, including a grand opening event; and
      - b. Conduct an Ace Retail Training Department-approved new store training program to ensure that the New Store opens with a fully-trained staff that is focused on delivering helpful service to the consumer.
    - (3) **Financial Reporting.** At all times from and after the New Store opens to the public, Retailer shall:

- a. Submit semi-annual and annual audited or unaudited financial statements to Ace (to the attention of its Credit Department) within 60 days after each semi-annual and annual fiscal year end, and share all such statements with Ace field staff members working with New Store. Monthly financial statements may also be required to be provided at Ace's discretion; and
  - b. Participate in Ace's Retail Financial Report process.
- E. Retailer Compliance with Membership Agreement and Brand Agreement for the New Store: During the first five (5) years after the New Store first opens to the public ("Five Year Period"), Retailer shall fully satisfy Retailer's obligations with respect to the New Store under each of the following agreements and programs:
  - (1) Membership Agreement and Brand License. Retailer shall remain in good standing as a member of Ace with respect to the New Store. For purposes of this Agreement, Retailer shall be deemed to not be in "good standing" if Retailer is in default under the Membership Agreement or the Brand Agreement for the New Store, as either or both such agreement(s) may be amended by Ace from time to time; and
  - (2) Platinum Performance Retailer. Comply with all Ace Platinum Performance Retailer initiatives for the New Store as such initiatives may be amended by Ace from time to time; and
  - (3) Category Management. Subscribe to and purchase, for the New Store, Ace's entire Category Management Discovery recommended 'sku' selections and quantities for the applicable assortment format by department, as the same may be amended by Ace from time to time.
- F. Right of First Refusal.
  - (1) From and after the Effective Date, Retailer shall provide written notice to Ace of Retailer's intent to sell or otherwise transfer ownership of (i) the New Store and/or (ii) any other retail hardware store(s) that are now or at any time hereafter owned or controlled by, or under common control with, Retailer or the New Store, respectively (each an "Other Store" and collectively "Other Stores"), including in each case a sale or other transfer in a single transaction or series of related transactions of a majority of the inventory and fixtures of such store(s). Retailer's notice to Ace shall be sent at least sixty (60) days prior to the proposed effective date of such intended sale or transfer, and shall set forth the name and address of the proposed purchaser, the identity of the respective store(s) subject to Retailer's proposed sale or transfer (each, a "Targeted Store" and collectively, the "Targeted Stores") and all terms and conditions of any such proposed sale or transfer. Ace shall have the right of first refusal to purchase the Targeted Store(s) by giving written notice to Retailer, within sixty (60) days after Ace's receipt of Retailer's notice, of Ace's intention to purchase on the same terms as set forth in Retailer's notice. However, if Ace fails to exercise its right and any or all of the Targeted Store(s) are not subsequently sold to the proposed purchaser on such terms and conditions for any reason, Ace shall continue to have, upon the same conditions set forth herein, a right of first refusal to purchase such Targeted Store(s) upon the terms and conditions of any subsequent proposed sale or transfer.
  - (2) Notwithstanding anything to the contrary in this Agreement, Ace shall have no purchase right under Section 2.F(1) with respect to any proposed sale or other transfer of any Target Store(s) if, in good faith, the proposed purchaser or transferee:
    - a. applies to become a member of Ace with respect to the Targeted Store(s); and
    - b. intends to own and operate the Targeted Store(s) as Ace-branded retail hardware store(s) both immediately upon consummation of the proposed purchase or transfer and for the foreseeable future thereafter; and
    - c. executes a right of first refusal in favor of Ace, similar in substance to the right set forth in this Section 2.F, for all Targeted Store(s) so purchased or transferred and any other retail hardware store(s) that would be under common control with the Targeted Stores immediately following such sale or transfer, in a form satisfactory to Ace in its sole discretion.
  - (3) Upon written notice to Retailer, but without Retailer's consent required, Ace may assign its purchase rights under this Section 2.F with respect to the Targeted Stores to such person(s) or entity(ies), at such time(s) and subject to such terms and conditions, if any, as Ace in its sole discretion may from time to time determine.

- (4) The provisions of this Section 2.F shall survive for a period of five (5) years after termination for any reason, whether by Retailer, Ace, operation of law or otherwise, of any and/or all of the following agreements: (i) this Agreement, (ii) the respective Membership Agreement relating to the New Store and/or to any Other Store(s), and (iii) the respective Brand Agreement relating to the New Store and/or to any Other Store(s).

3. **Termination, Breach and Acceleration.** If (i) Retailer's Membership Agreement or Ace Brand Agreement relating to the New Store is terminated for any reason during the Five Year Period, whether by Retailer, Ace, operation of law or otherwise, or (ii) Retailer breaches any term or condition of this Agreement, Ace reserves the right to charge Retailer, via the Retailer's Ace billing statement, for the Credit component only of the New Store Incentive, prorated based on the number of full and partial months remaining until completion of the Five Year Period.

4. **Notices.** Any notices required or permitted hereunder shall be sent to the other party, via overnight delivery by the United States Postal Service, Federal Express, UPS or other national overnight delivery service, at the respective address listed herein for such party. Any notices sent to Ace shall be in duplicate (i.e. separate envelopes) and shall be addressed, respectively, to "Attention: Vice President, Retail Operations" and "Attention: General Counsel, Legal Department."

5. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

6. **Waiver.** Any failure by a party to comply with any obligation, agreement or condition herein may be expressly waived in writing by each of the other parties, but such waiver or failure to insist upon strict compliance with such obligation, agreement or conditions shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

7. **Severability.** If any term, provision or condition of this Agreement is determined by a court or other judicial or administrative tribunal to be illegal, void or otherwise ineffective or not in accordance with public policy, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

Now, therefore, the parties by their respective duly authorized representative do hereby sign and execute this Agreement as of the Effective Date.

**RETAILER:**

Legal Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Branch Store  
Address: \_\_\_\_\_

Branch Store No.: \_\_\_\_\_

Parent Store No.: \_\_\_\_\_

**ACE:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Effective  
Date: \_\_\_\_\_

**INCENTIVE AGREEMENT**  
**(Grocery Retailer – Freestanding Ace Store - A)**

This Incentive Agreement ("Agreement") is executed by and between (i) Ace Hardware Corporation, a Delaware corporation with offices at 2915 Jorie Blvd, Oak Brook, Illinois 60523 ("Ace") and (ii) the undersigned Ace member ("Retailer"), and is effective as of the date executed by Ace ("Effective Date").

Recitals

- A. Retailer intends to open an Ace-branded retail hardware store at the location listed below ("New Store") pursuant to (i) an Ace Hardware Membership Agreement (Nonbranded) ("Membership Agreement") and (ii) an Ace Brand Agreement ("Brand Agreement"), each of the foregoing executed respectively by and between Ace and Retailer with respect to the New Store.
- B. Subject to the terms and conditions stated herein, Ace desires to provide Retailer, and Retailer desires to receive from Ace, a New Store Incentive (as defined in Section 1 below) for the New Store.

Now, therefore, in consideration of the mutual rights and obligations contained herein and in the Membership Agreement and the Brand Agreement, the receipt and sufficiency of which consideration is hereby acknowledged by, respectively, Ace and Retailer, Ace and Retailer hereby AGREE as follows:

- 1. **New Store Incentive.** Ace shall provide to Retailer a new store incentive ("New Store Incentive") comprised of a "Credit" and "Dating," as follows:
  - A. **Credit:** A credit equal to the total dollar amount of the Ace recommended Discovery assortment products in the Retailer's opening stock order placed via the Ace assortment planner ("OSO") for the New Store or ordered and delivered to the New Store within six months of the New Store's activation date (together, the "Eligible Products"). Credit will only be provided for Ace Discovery recommended skus and quantities for the applicable assortment format by department. The dollar amount of the total credit will be determined after delivery of the Eligible Products, which delivery must occur within six months of the New Store's activation date. The credit for the Eligible Products shall be issued six months after the New Store's OSO is delivered to the New Store.
  - B. **Dating:** Six months deferred dating will be provided on up to 85% of the New Store's OSO (both Discovery and non-Discovery products), such deferred amount not to exceed \$600,000. No deferred dating will be provided on the remainder of the New Store's OSO (both Discovery and non-Discovery products) and unless otherwise determined by Ace, Retailer must pay in advance for such portion of the OSO.
- 2. **Retailer Covenants.** Retailer represents warrants and covenants to Ace as follows:
  - A. **New Store OSO:** Retailer's OSO must include a minimum of 80% of the Ace Discovery assortment for each department and must match the Ace prepared store plan.
  - B. **New Store's Size, Fixtures, Décor and Signage:** New Store shall contain only new or like-new store fixtures and Ace-approved Ace décor and signage.
  - C. **New Store's Initial Capitalization:** At the outset of the New Store project, Retailer shall have cash/equity in an amount equal to at least 30% of the New Store's total development costs as shown in the New Store's projected pro forma.
  - D. **New Store's Operations:**
    - (1) **Store Planning and Visual Merchandising.** Prior to the New Store's opening, Retailer shall utilize a store plan prepared by an Ace Store Planner for the New Store as well as visual merchandising services recommended by or approved by Ace.
    - (2) **Advertising and Training.** Prior to and during the first year after the New Store opens to the public, Retailer shall:
      - a. Implement an Ace-approved advertising plan, including a grand opening event; and
      - b. Conduct an Ace Retail Training Department-approved new store training program to ensure that the New Store opens with a fully-trained staff that is focused on delivering helpful service to the consumer.

- (3) Financial Reporting. At all times from and after the New Store opens to the public, Retailer shall:
- Submit semi-annual and annual audited or unaudited financial statements to Ace (to the attention of its Credit Department) within 60 days after each semi-annual and annual fiscal year end, and share all such statements with Ace field staff members working with New Store; Monthly financial statements may also be required to be provided at Ace's discretion; and
  - Participate in Ace's Retail Financial Report process.

E. Retailer Compliance with Membership Agreement and Brand Agreement for the New Store: During the first five (5) years after the New Store first opens to the public ("Five Year Period"), Retailer shall fully satisfy Retailer's obligations with respect to the New Store under each of the following agreements and programs:

- (1) Membership Agreement and Brand License. Retailer shall remain in good standing as a member of Ace with respect to the New Store. For purposes of this Agreement, Retailer shall be deemed to not be in "good standing" if Retailer is in default under the Membership Agreement or the Brand Agreement for the New Store, as either or both such agreement(s) may be amended by Ace from time to time; and
- (2) Platinum Performance Retailer. Comply with all Ace Platinum Performance Retailer initiatives for the New Store as such initiatives may be amended by Ace from time to time; and
- (3) Category Management. Subscribe to and purchase, for the New Store, Ace's entire Category Management Discovery recommended 'sku' selections and quantities for the applicable assortment format by department, as the same may be amended by Ace from time to time.

F. Right of First Refusal.

- (1) From and after the Effective Date, Retailer shall provide written notice to Ace of Retailer's intent to sell or otherwise transfer ownership of (i) the New Store and/or (ii) any other freestanding retail hardware store(s) that are now or at any time hereafter owned or controlled by, or under common control with, Retailer or the New Store, respectively (each an "Other Store" and collectively "Other Stores"), including in each case a sale or other transfer in a single transaction or series of related transactions of a majority of the inventory and fixtures of such store(s). Retailer's notice to Ace shall be sent at least sixty (60) days prior to the proposed effective date of such intended sale or transfer, and shall set forth the name and address of the proposed purchaser, the identity of the respective store(s) subject to Retailer's proposed sale or transfer (each, a "Targeted Store" and collectively, the "Targeted Stores") and all terms and conditions of any such proposed sale or transfer. Ace shall have the right of first refusal to purchase the Targeted Store(s) by giving written notice to Retailer, within sixty (60) days after Ace's receipt of Retailer's notice, of Ace's intention to purchase on the same terms as set forth in Retailer's notice. However, if Ace fails to exercise its right and any or all of the Targeted Store(s) are not subsequently sold to the proposed purchaser on such terms and conditions for any reason, Ace shall continue to have, upon the same conditions set forth herein, a right of first refusal to purchase such Targeted Store(s) upon the terms and conditions of any subsequent proposed sale or transfer.
- (2) Notwithstanding anything to the contrary in this Agreement, Ace shall have no purchase right under Section 2.F(1) with respect to any proposed sale or other transfer of any Target Store(s) if, in good faith, the proposed purchaser or transferee:
  - applies to become a member of Ace with respect to the Targeted Store(s); and
  - intends to own and operate the Targeted Store(s) as Ace-branded retail hardware store(s) both immediately upon consummation of the proposed purchase or transfer and for the foreseeable future thereafter; and
  - executes a right of first refusal in favor of Ace, similar in substance to the right set forth in this Section 2.F, for all Targeted Store(s) so purchased or transferred and any other freestanding retail hardware store(s) that would be under common control with the Targeted Stores immediately following such sale or transfer, in a form satisfactory to Ace in its sole discretion.
- (3) Upon written notice to Retailer, but without Retailer's consent required, Ace may assign its purchase rights under this Section 2.F with respect to the Targeted Stores to such

person(s) or entity(ies), at such time(s) and subject to such terms and conditions, if any, as Ace in its sole discretion may from time to time determine.

- (4) The provisions of this Section 2.F shall survive for a period of five (5) years after termination for any reason, whether by Retailer, Ace, operation of law or otherwise, of any and/or all of the following agreements: (i) this Agreement, (ii) the respective Membership Agreement relating to the New Store and/or to any Other Store(s), and (iii) the respective Brand Agreement relating to the New Store and/or to any Other Store(s).

3. **Termination, Breach and Acceleration.** If (i) Retailer's Membership Agreement or Ace Brand Agreement relating to the New Store is terminated for any reason during the Five Year Period, whether by Retailer, Ace, operation of law or otherwise, or (ii) Retailer breaches any term or condition of this Agreement, Ace reserves the right to charge Retailer, via the Retailer's Ace billing statement, for the Credit component only of the New Store Incentive, prorated based on the number of full and partial months remaining until completion of the Five Year Period.

4. **Notices.** Any notices required or permitted hereunder shall be sent to the other party, via overnight delivery by the United States Postal Service, Federal Express, UPS or other national overnight delivery service, at the respective address listed herein for such party. Any notices sent to Ace shall be in duplicate (i.e. separate envelopes) and shall be addressed, respectively, to "Attention: Vice President, Retail Operations" and "Attention: General Counsel, Legal Department."

5. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

6. **Waiver.** Any failure by a party to comply with any obligation, agreement or condition herein may be expressly waived in writing by each of the other parties, but such waiver or failure to insist upon strict compliance with such obligation, agreement or conditions shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

7. **Severability.** If any term, provision or condition of this Agreement is determined by a court or other judicial or administrative tribunal to be illegal, void or otherwise ineffective or not in accordance with public policy, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

Now, therefore, the parties by their respective duly authorized representative do hereby sign and execute this Agreement as of the Effective Date.

**RETAILER:**

Legal Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Branch Store Address: \_\_\_\_\_  
\_\_\_\_\_

Branch Store No.: \_\_\_\_\_

Parent Store No.: \_\_\_\_\_

**ACE:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Effective Date: \_\_\_\_\_



**INCENTIVE AGREEMENT**  
**(New Investor - B)**

This Incentive Agreement ("Agreement") is executed by and between (i) Ace Hardware Corporation, a Delaware corporation with offices at 2915 Jorie Blvd, Oak Brook, Illinois 60523 ("Ace") and (ii) the undersigned Ace member ("Retailer"), and is effective as of the date executed by Ace ("Effective Date").

**Recitals**

- A. Retailer intends to open an Ace-branded retail hardware store at the location listed below ("New Store") pursuant to (i) an Ace Hardware Membership Agreement (Nonbranded) ("Membership Agreement") and (ii) an Ace Brand Agreement ("Brand Agreement"), each of the foregoing executed respectively by and between Ace and Retailer with respect to the New Store.
- B. Subject to the terms and conditions stated herein, Ace desires to provide Retailer, and Retailer desires to receive from Ace, a New Store Incentive (as defined in Section 1 below) for the New Store.

Now, therefore, in consideration of the mutual rights and obligations contained herein and in the Membership Agreement and the Brand Agreement, the receipt and sufficiency of which consideration is hereby acknowledged by, respectively, Ace and Retailer, Ace and Retailer hereby AGREE as follows:

- 1. **New Store Incentive.** Ace shall provide to Retailer a new store incentive ("New Store Incentive") comprised of a "Credit" and "Dating," as follows:
  - A. **Credit:** A credit equal to the total dollar amount, less \$75,000, of the Ace recommended Discovery assortment products in the Retailer's opening stock order placed via the Ace assortment planner ("OSO") for the New Store or ordered and delivered to the New Store within six months of the New Store's activation date (together, the "Eligible Products") (such credit, "Credit"). Credit will only be provided for Ace Discovery recommended skus and quantities for the applicable assortment format by department. The dollar amount of the Credit will be determined after delivery of the Eligible Products, which delivery must occur within six months of the New Store's activation date. The Credit for the Eligible Products shall be issued to Retailer's Ace billing statement in two installments as follows:
    - (i) Retailer receives the first installment of the Credit at six (6) months after the New Store's OSO is delivered to the New Store for an amount equal to the amount deferred pursuant to Section 1.B. below; and
    - (ii) Retailer receives the second installment of the Credit at twelve (12) months after the New Store's OSO is delivered to the New Store. The amount of the second installment of the Credit is the difference between the Credit and the first installment of the Credit.
  - B. **Dating:** Six months deferred dating will be provided on up to 60% of the New Store's OSO (both Discovery and non-Discovery products), such deferred amount not to exceed \$420,000. No deferred dating will be provided on the remainder of the New Store's OSO (both Discovery and non-Discovery products) and, unless otherwise determined by Ace, Retailer must pay in advance for such portion of the OSO.
- 2. **Retailer Covenants.** Retailer represents warrants and covenants to Ace as follows:
  - A. **New Store OSO:** Retailer's OSO must include a minimum of 80% of the Ace Discovery assortment for each department and must match the Ace prepared store plan.
  - B. **New Store's Size, Fixtures, Décor and Signage:** New Store shall contain only new or like-new store fixtures and Ace-approved Ace décor and signage.
  - C. **New Store's Initial Capitalization:** At the outset of the New Store project, Retailer shall have cash/equity in an amount equal to at least 30% of the New Store's total development costs as shown in the New Store's projected pro forma.
  - D. **New Store's Operations:**
    - (1) **Store Planning and Visual Merchandising.** Prior to the New Store's opening, Retailer shall utilize a store plan prepared by an Ace Store Planner for the New

[\*Core format is recommended for stores with more than 8,000 retail square feet.]

Store as well as visual merchandising services recommended by or approved by Ace.

- (2) Advertising and Training. Prior to and during the first year after the New Store opens to the public, Retailer shall:
  - a. Implement an Ace-approved advertising plan, including a grand opening event; and
  - b. Conduct an Ace Retail Training Department-approved new store training program to ensure that the New Store opens with a fully-trained staff that is focused on delivering helpful service to the consumer.
- (3) Financial Reporting. At all times from and after the New Store opens to the public, Retailer shall:
  - a. Submit semi-annual and annual audited or unaudited financial statements to Ace (to the attention of its Credit Department) within 60 days after each semi-annual and annual fiscal year end, and share all such statements with Ace field staff members working with New Store. Monthly financial statements may also be required to be provided at Ace's discretion; and
  - b. Participate in Ace's Retail Financial Report process; and
  - c. Utilize the services of the Ace recommended accounting firm to prepare New Store's monthly financial statements for a minimum period of two (2) years after the New Store opens to the public, which shall be transmitted by the Ace recommended accounting firm to Ace.

E. Retailer Compliance with Membership Agreement and Brand Agreement for the New Store: During the first five (5) years after the New Store first opens to the public ("Five Year Period"), Retailer shall fully satisfy Retailer's obligations with respect to the New Store under each of the following agreements and programs:

- (1) Membership Agreement and Brand License. Retailer shall remain in good standing as a member of Ace with respect to the New Store. For purposes of this Agreement, Retailer shall be deemed to not be in "good standing" if Retailer is in default under the Membership Agreement or the Brand Agreement for the New Store, as either or both such agreement(s) may be amended by Ace from time to time; and
- (2) Platinum Performance Retailer. Comply with all Ace Platinum Performance Retailer initiatives for the New Store as such initiatives may be amended by Ace from time to time; and
- (3) Category Management. Subscribe to and purchase, for the New Store, Ace's entire Category Management Discovery recommended 'sku' selections and quantities for the applicable assortment format by department, as the same may be amended by Ace from time to time.

3. Termination, Breach and Acceleration. If (i) Retailer's Membership Agreement or Ace Brand Agreement relating to the New Store is terminated for any reason during the Five Year Period, whether by Retailer, Ace, operation of law or otherwise, or (ii) Retailer breaches any term or condition of this Agreement, Ace reserves the right to charge Retailer, via the Retailer's Ace billing statement, for the Credit component only of the New Store Incentive, prorated based on the number of full and partial months remaining until completion of the Five Year Period.

4. Notices. Any notices required or permitted hereunder shall be sent to the other party, via overnight delivery by the United States Postal Service, Federal Express, UPS or other national overnight delivery service, at the respective address listed herein for such party. Any notices sent to Ace shall be in duplicate (i.e. separate envelopes) and shall be addressed, respectively, to "Attention: Vice President, Retail Operations" and "Attention: General Counsel, Legal Department."

5. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

6. Waiver. Any failure by a party to comply with any obligation, agreement or condition herein may be expressly waived in writing by each of the other parties, but such waiver or failure to insist upon strict compliance with such

obligation, agreement or conditions shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

7. **Severability**. If any term, provision or condition of this Agreement is determined by a court or other judicial or administrative tribunal to be illegal, void or otherwise ineffective or not in accordance with public policy, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

Now, therefore, the parties by their respective duly authorized representative do hereby sign and execute this Agreement as of the Effective Date.

**RETAILER:**

Legal Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

New Store Address: \_\_\_\_\_  
\_\_\_\_\_

New Store No.: \_\_\_\_\_

**ACE:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**INCENTIVE AGREEMENT**  
**(Branch Store - B)**

This Incentive Agreement ("Agreement") is executed by and between (i) Ace Hardware Corporation, a Delaware corporation with offices at 2915 Jorie Blvd, Oak Brook, Illinois 60523 ("Ace") and (ii) the undersigned Ace member ("Retailer"), and is effective as of the date executed by Ace ("Effective Date").

**Recitals**

- A. Retailer intends to open an Ace-branded retail hardware store at the location listed below ("New Store") pursuant to (i) an Ace Hardware Membership Agreement (Nonbranded) ("Membership Agreement") and (ii) an Ace Brand Agreement ("Brand Agreement"), each of the foregoing executed respectively by and between Ace and Retailer with respect to the New Store.
- B. Subject to the terms and conditions stated herein, Ace desires to provide Retailer, and Retailer desires to receive from Ace, a New Store Incentive (as defined in Section 1 below) for the New Store.

Now, therefore, in consideration of the mutual rights and obligations contained herein and in the Membership Agreement and the Brand Agreement, the receipt and sufficiency of which consideration is hereby acknowledged by, respectively, Ace and Retailer, Ace and Retailer hereby AGREE as follows:

1. **New Store Incentive.** Ace shall provide to Retailer a new store incentive ("New Store Incentive") comprised of a "Credit" and "Dating," as follows:
  - A. **Credit:** A credit equal to the total dollar amount, less \$75,000, of the Ace recommended Discovery assortment products in the Retailer's opening stock order placed via the Ace assortment planner ("OSO") for the New Store or ordered and delivered to the New Store within six months of the New Store's activation date (together, the "Eligible Products"). Credit will only be provided for Ace Discovery recommended skus and quantities for the applicable assortment format by department. The dollar amount of the total credit will be determined after delivery of the Eligible Products, which delivery must occur within six months of the New Store's activation date. The credit for the Eligible Products shall be issued six months after the New Store's OSO is delivered to the New Store.
  - B. **Dating:** Six months deferred dating will be provided on up to 70% of the New Store's OSO (both Discovery and non-Discovery products), such deferred amount not to exceed \$490,000. No deferred dating will be provided on the remainder of the New Store's OSO (both Discovery and non-Discovery products) and, unless otherwise determined by Ace, Retailer must pay in advance for such portion of the OSO.
2. **Retailer Covenants.** Retailer represents warrants and covenants to Ace as follows:
  - A. **New Store OSO:** Retailer's OSO must include a minimum of 80% of the Ace Discovery assortment for each department and must match the Ace prepared store plan.
  - B. **New Store's Size, Fixtures, Décor and Signage:** New Store shall contain only new or like-new store fixtures and Ace-approved Ace décor and signage.
  - C. **New Store's Initial Capitalization:** At the outset of the New Store project, Retailer shall have cash/equity in an amount equal to at least 30% of the New Store's total development costs as shown in the New Store's projected pro forma.
  - D. **New Store's Operations:**
    - (1) **Store Planning and Visual Merchandising.** Prior to the New Store's opening, Retailer shall utilize a store plan prepared by an Ace Store Planner for the New Store as well as visual merchandising services recommended by or approved by Ace.
    - (2) **Advertising and Training.** Prior to and during the first year after the New Store opens to the public, Retailer shall:
      - a. Implement an Ace-approved advertising plan, including a grand opening event; and

- b. Conduct an Ace Retail Training Department-approved new store training program to ensure that the New Store opens with a fully-trained staff that is focused on delivering helpful service to the consumer.

(3) Financial Reporting. At all times from and after the New Store opens to the public, Retailer shall:

- a. Submit semi-annual and annual audited or unaudited financial statements to Ace (to the attention of its Credit Department) within, 60 days after each semi-annual and annual fiscal year end, and share all such statements with Ace field staff members working with New Store. Monthly financial statements may also be required to be provided at Ace's discretion; and
- b. Participate in Ace's Retail Financial Report process.

E. Retailer Compliance with Membership Agreement and Brand Agreement for the New Store: During the first five (5) years after the New Store first opens to the public ("Five Year Period"), Retailer shall fully satisfy Retailer's obligations with respect to the New Store under each of the following agreements and programs:

- (1) Membership Agreement and Brand License. Retailer shall remain in good standing as a member of Ace with respect to the New Store. For purposes of this Agreement, Retailer shall be deemed to not be in "good standing" if Retailer is in default under the Membership Agreement or the Brand Agreement for the New Store, as either or both such agreement(s) may be amended by Ace from time to time; and
- (2) Platinum Performance Retailer. Comply with all Ace Platinum Performance Retailer initiatives for the New Store as such initiatives may be amended by Ace from time to time; and
- (3) Category Management. Subscribe to and purchase, for the New Store, Ace's entire Category Management Discovery recommended 'sku' selections and quantities for the applicable assortment format by department, as the same may be amended by Ace from time to time.

3. **Termination, Breach and Acceleration**. If (i) Retailer's Membership Agreement or Ace Brand Agreement relating to the New Store is terminated for any reason during the Five Year Period, whether by Retailer, Ace, operation of law or otherwise, or (ii) Retailer breaches any term or condition of this Agreement, Ace reserves the right to charge Retailer, via the Retailer's Ace billing statement, for the Credit component only of the New Store Incentive, prorated based on the number of full and partial months remaining until completion of the Five Year Period.

4. **Notices**. Any notices required or permitted hereunder shall be sent to the other party, via overnight delivery by the United States Postal Service, Federal Express, UPS or other national overnight delivery service, at the respective address listed herein for such party. Any notices sent to Ace shall be in duplicate (i.e. separate envelopes) and shall be addressed, respectively, to "Attention: Vice President, Retail Operations" and "Attention: General Counsel, Legal Department."

5. **Binding Effect**. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

6. **Waiver**. Any failure by a party to comply with any obligation, agreement or condition herein may be expressly waived in writing by each of the other parties, but such waiver or failure to insist upon strict compliance with such obligation, agreement or conditions shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

7. **Severability**. If any term, provision or condition of this Agreement is determined by a court or other judicial or administrative tribunal to be illegal, void or otherwise ineffective or not in accordance with public policy, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

Now, therefore, the parties by their respective duly authorized representative do hereby sign and execute this Agreement as of the Effective Date.

**RETAILER:**

Legal Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Branch Store  
Address: \_\_\_\_\_  
\_\_\_\_\_

Branch Store No.:

Parent Store No.: \_\_\_\_\_

**ACE:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Effective  
Date: \_\_\_\_\_

**STORE CONVERSION INCENTIVE AGREEMENT**  
**(Ace Advantage – Greater than \$750K Purchases)**

This Store Conversion Incentive Agreement ("Agreement") is executed by and between (i) Ace Hardware Corporation, a Delaware corporation with offices at 2915 Jorie Blvd, Oak Brook, Illinois 60523 ("Ace") and (ii) the undersigned prospective Ace member ("Retailer"), and is effective as of the date executed by Ace ("Effective Date"), said Effective Date being listed on the second page hereof.

Whereas, Retailer will convert its existing store located at **Click or tap here to enter text.** to an Ace-branded retail hardware store (the "New Store") pursuant to an Ace Hardware Membership Agreement (Nonbranded) and an Ace Brand Agreement (collectively, "New Member Agreements") to be entered into by and between Ace and Retailer.

Now, therefore, in consideration of the mutual rights and obligations contained herein and in the New Member Agreements, the receipt and sufficiency of which consideration is hereby acknowledged, Ace and Retailer hereby AGREE as follows:

1. **New Store Incentives: Store Conversion Incentive Credits and Ace-Paid Reset and Re-Bin Tag Services.** If three conditions are met, namely, (a) Ace accepts Retailer's application for Ace membership, (b) Retailer executes all documents reasonably requested by Ace for Retailer's membership for the New Store, and (c) Retailer complies with all of the Retailer requirements listed in Section 2 below, then Ace shall provide Retailer incentives and benefits listed in subsection (A) and (B) below (collectively, "New Store Incentives"):

A. Store conversion incentive credits for the New Store:

- (i) a \$ **Click or tap here to enter text.** credit for upfront assistance to offset the cost to convert to Ace, such credit to be applied against a billing statement received by Retailer from Ace upon completion of bin tagging and point of sale system conversion to Ace;
- (ii) a credit for the cost of an Ace approved store plan, such credit to be applied against the billing statement including the store plan charges; and
- (iii) a credit for the cost of Ace approved conversion training, such credit to be applied against the billing statement including the conversion training charges ; and

B. Re-bin Tag Services. So long as the following work is completed within four (4) months after the Effective Date, Ace shall pay the fees and costs incurred for the Ace-retained third-party service provider to re-bin tag the New Store.

2. **Retailer Requirements to Receive the "New Store Incentives" Listed in Section 1 and to Not Have to Repay Them to Ace.** In order to be entitled to receive the New Store Incentives listed in Section 1(A) and 1(B) above, and in order to not later be required by Ace to reimburse Ace for any and all of them, Retailer must comply with all of the following conditions in this Section 2:

- A. Within twenty-four (24) months after the Effective Date, Retailer shall achieve and thereafter maintain compliance for the New Store with all "Platinum Performance Retailing Standards" as the same may be amended by Ace from time to time;
- B. Prior to the Reset Date, Retailer shall utilize both (i) an Ace Store Planner-prepared plan and (ii) the services of an Ace-recommended visual merchandiser;
- C. Within four (4) months after the Effective Date, Retailer shall accommodate the Ace-paid re-bin tagging of the New Store as provided in Section 1(B) above;
- D. Throughout the Five Year Period, Retailer shall at all times remain in good standing as a member of Ace with respect to the New Store. For purposes of this Agreement, Retailer shall be deemed to not be in "good standing" if Retailer is in default under either of the New Member Agreements for the New Store, as either or both such agreement(s) may be amended by Ace from time to time; and
- E. Retailer must participate in Ace's business coach training program as required by Ace.

3. **Ace's Gross Margin Dollar Improvement Commitment\*.**

- A. Provided that all the conditions in Section 3(B) are satisfied, then if but only to the extent that there exists a Gross Margin Dollar Shortfall at the end of the Post-Conversion Comparison Year, Ace shall credit to Retailer the amount of such Gross Margin Dollar Shortfall at the time specified in Section 3(C).
- B. In order to receive credit due under Section 3(A), all of the following conditions must be satisfied:
  - (i) within ninety (90) days following the end of the Post-Conversion Comparison Year, Retailer shall submit to Ace a request for such credit, along with supporting store-level documentation including but not limited to Retailer's Financial Statements for the Pre-Conversion Base Year, the Post-Conversion Comparison Year and any intervening time periods between the Pre-Conversion Base Year and the Post-Conversion Comparison Year. Thereafter, Ace shall have ninety (90) days ("Ace Review Period") to review, approve and act on such request, which may include requesting additional information in support of such credit request, which information Retailer shall be required to provide to Ace;
  - (ii) Retailer shall not have engaged in any unusual (i.e., not in the ordinary course of business) or undermarket pricing of Ace-Sourced Merchandise and/or any other merchandise during the Post-Conversion Comparison Period;
  - (iii) The Gross Margin Dollar Shortfall was not caused, in whole or in part, by: (a) Retailer failing to purchase for the New Store, during the Post-Conversion Comparison Period, a dollar amount of merchandise from any and all sources that is at least equal to the total invoiced amount of merchandise purchased for the New Store by Retailer from any and all sources during the Pre-Conversion Base Year; (b) an increase in the availability of competitive products in close proximity to the New Store; (c) inadequate inventory management by Retailer; (d) accelerated purchases of inventory; (e) an increase or decrease

---

\* Gross Margin Dollar Improvement Commitment is available only to New Stores converting to Ace under the same ownership as before conversion. Retailers who purchase the New Store with the intent to convert it to Ace do not qualify.

in the retail square footage of the New Store location; and/or (f) any other procedures outside Retailer's ordinary course of business or inconsistent with Retailer's past practices, including for example (but not being limited to) Retailer's practices regarding inventory shrink.

- C. Credit under this Section 3 shall be applied by Ace to the first billing statement for the New Store for the month following the end of the Ace Review Period.

4. **Additional Events that Trigger Retailer's Obligation to Repay Ace for the "New Store Incentives" listed in Section 1 and any Gross Margin Dollar Shortfall Credit Under Section 3.**

- A. Retailer is obligated to repay Ace for 100% of the New Store Incentives plus 100% of any Gross Margin Dollar Shortfall credit received by Retailer if (i) either of the New Member Agreements is terminated for any reason during the Five Year Period (whether by Retailer, Ace or otherwise), (ii) Retailer converts the New Store out of the Ace format, or (iii) Retailer breaches any term or condition of this Agreement (including but not limited to any of Retailer's obligations arising during the Five Year Period as set forth in Section 2 above to the extent New Store remains open during the Five Year Period).
- B. Retailer is obligated to reimburse Ace for the New Store Incentives in a prorated amount based on the number of full and partial months remaining until completion of the Five Year Period, if Retailer is the subject of an involuntary bankruptcy petition not dismissed within sixty (60) days, files a petition in bankruptcy court, makes a general assignment for the benefit of creditors, has a receiver appointed, or ceases to conduct business in the ordinary course. If any of these events occur, (i) Ace shall charge Retailer for the prorated amount of such New Store Incentives via Retailer's Ace billing statement; (ii) Ace's obligation to provide the New Store Incentives to Retailer shall automatically terminate (i.e., assuming not already provided to Retailer); and (iii) the New Store Incentives provided to Retailer shall automatically become due and payable by Retailer to Ace.
- C. Retailer's obligation to repay Ace under Section 4(A) or 4(B), if realized, is and shall be secured by Ace's first lien and set off rights in all Ace stock and patronage refund certificates issued to Retailer with respect to the New Store or any other Ace store, or issued to any affiliate of Retailer as "affiliate" is defined in the Ace By-laws.

5. **Definitions:** As used herein, the following terms shall have the following meanings:

- A. **"Ace-Sourced Merchandise"** means merchandise purchased by Retailer for delivery to the New Store from or through one of Ace's retail support centers or via Ace's drop ship program.
- B. **"COGS"** means all of Retailer's costs attributable to the merchandise, including invoiced costs such as merchandise costs, handling costs and freight costs, provided further, however, that for all Discovery recommended merchandise ("**Discovery Merchandise**") provided to Retailer pursuant to a Discovery Improvement Incentive Agreement ("**Discovery Agreement**") executed by Retailer sold or deemed to have been sold at the New Store during the Post-Conversion Comparison Year, COGS shall mean the amount invoiced for such merchandise by Ace offset by the respective Discovery credits specified in the Discovery Agreement.
- C. **"Financial Statements"** means any financial information provided by Retailer to Ace, including the consolidated balance sheet of Retailer for the existing Store or New Store for the relevant period, and the related consolidated statements of income or operations, shareholders' equity and cash flows for the relevant period, including the notes thereto, all as hereby certified by Retailer as fairly presenting the financial condition of Retailer for such period(s) and as having been prepared in a consistent manner for all such periods.
- D. **"Five Year Period"** means the first five (5) years after the New Store activation date.
- E. **"Gross Margin Dollar Shortfall"** means the amount, if any, by which Retailer's Gross Margin Dollars for the Post-Conversion Comparison Year is less than one hundred five percent (105.0%) of the Retailer's Gross Margin Dollars for the Pre-Conversion Base Year.
- F. **"Gross Margin Dollars"** means, (i) during the Pre-Conversion Base Year, the total revenue for sales of all merchandise during the Pre-Conversion Base Year, regardless of the source from which purchased or acquired by Retailer, minus the COGS for such merchandise; and (ii) during the Post-Conversion Comparison Year, the total revenue for sales of all merchandise during the Post-Conversion Comparison Year, regardless of the source from which purchased or acquired by Retailer, minus the COGS for such merchandise.
- G. **"Post-Conversion Comparison Year"** shall mean the one-year period commencing on the first day of Retailer's first full fiscal month following the Reset Date.
- H. **"Pre-Conversion Base Year"** shall mean the one-year period ending on the final day of Retailer's full fiscal month immediately preceding the Effective Date.
- I. **"Reset Date"** means the date by which Retailer has completed the reset of merchandise in the New Store.

6. **Miscellaneous.**

- A. During the term of this Agreement and for one (1) year afterward, Ace may, upon at least thirty (30) days' written notice, have a mutually acceptable accountant examine all books and records of Retailer.
- B. Any notices required or permitted hereunder shall be sent in a manner consistent with the notices provisions set forth in the Ace Hardware Membership Agreement (Nonbranded).
- C. This Agreement constitutes the entire agreement between the parties hereto and supersedes and preempts any prior understandings, agreements, representations or statements of any kind, oral or written, that may have related to the subject matter hereof in any way. The parties also understand, acknowledge and agree that unless otherwise specified in a written instrument signed by an officer of both parties no additional terms or changes to these terms, even if such additional terms or changes contain provisions to the contrary, shall be valid or binding on the parties.



Now, therefore, the parties by their respective duly authorized representative do hereby sign and execute this Agreement as of the Effective Date.

**RETAILER:**

Legal Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**ACE:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Effective Date: \_\_\_\_\_

## **STORE CONVERSION INCENTIVE AGREEMENT**

This Store Conversion Incentive Agreement ("Agreement") is executed by and between (i) Ace Hardware Corporation, a Delaware corporation with offices at 2915 Jorie Blvd, Oak Brook, Illinois 60523 ("Ace") and (ii) the undersigned prospective Ace member ("Retailer"), and is effective as of the date executed by Ace ("Effective Date"), said Effective Date being listed on the second page hereof.

Whereas, Retailer will convert its existing store located at **Click or tap here to enter text.** to an Ace-branded retail hardware store (the "New Store") pursuant to an Ace Hardware Membership Agreement (Nonbranded) and an Ace Brand Agreement (collectively, "New Member Agreements") to be entered into by and between Ace and Retailer.

Now, therefore, in consideration of the mutual rights and obligations contained herein and in the New Member Agreements, the receipt and sufficiency of which consideration is hereby acknowledged, Ace and Retailer hereby AGREE as follows:

1. **New Store Incentives: Store Conversion Incentive Credits and Ace-Paid Reset and Re-Bin Tag Services.** If three conditions are met, namely, (a) Ace accepts Retailer's application for Ace membership, (b) Retailer executes all documents reasonably requested by Ace for Retailer's membership for the New Store, and (c) Retailer complies with all of the Retailer requirements listed in Section 2 below, then Ace shall provide Retailer incentives and benefits listed in subsection (A) and (B) below (collectively, "New Store Incentives"):

A. Store conversion incentive credits for the New Store:

(i) a \$ **Click or tap here to enter text.** credit for upfront assistance of up to ten percent (10%) of Retailer's warehouse purchases from Retailer's prior primary supplier during the twelve month period before the Effective Date, to be applied against a billing statement received by Retailer from Ace upon completion of bin tagging and point of sale system conversion to Ace.;

(ii) a credit not to exceed \$ **Click or tap here to enter text.**, for an OSO for a specified package of Clark + Kensington® ("C+K") paint to be delivered to Retailer prior to the Reset date, such credit to be applied against the billing statement on which the C+K OSO payment becomes currently due in an amount equal to the actual C+K OSO charges. This credit does not apply if Retailer elects to complete a Discovery improvement reset pursuant to a Discovery Improvement Incentive Agreement; and

(iii) a credit not to exceed \$50,000 for Ace Discovery recommended products for such skus not in the New Store's purchase history prior to the placement of the order. To qualify for this credit, the first \$50,000 of Discovery products (which will receive six months deferred dating plus 26 equal installments) must be ordered through Ace's assortment planner and be received by Retailer within six months of the New Store's activation date. Orders for Discovery products in excess of \$50,000 will be billed to Retailer's Ace statement in 26 equal installments. Only one order per department will qualify for this credit. This credit does not apply if Retailer elects to complete a Discovery improvement reset pursuant to a Discovery Improvement Incentive Agreement.

B. Re-bin Tag Services. So long as the following work is completed within four (4) months after the Effective Date, Ace shall pay the fees and costs incurred for the Ace-retained third-party service provider to (ii) re-bin tag the New Store.

2. **Retailer Requirements to Receive the "New Store Incentives" Listed in Section 1 and to Not Have to Repay Them to Ace.** In order to be entitled to receive the New Store Incentives listed in Section 1(A) and 1(B) above, and in order to not later be required by Ace to reimburse Ace for any and all of them, Retailer must comply with all of the following conditions in this Section 2:

A. Within twenty-four (24) months after the Effective Date, Retailer shall achieve and thereafter maintain compliance for the New Store with all "Platinum Performance Retailing Standards" as the same may be amended by Ace from time to time;

B. Within four (4) months after the Effective Date, Retailer shall accommodate the Ace-paid re-bin tagging of the New Store as provided in Section 1(B) above;

C. Throughout the first five (5) years after the New Store activation date ("Five Year Period"), Retailer shall at all times remain in good standing as a member of Ace with respect to the New Store. For purposes of this Agreement, Retailer shall be deemed to not be in "good standing" if Retailer is in default under either of the New Member Agreements for the New Store, as either or both such agreement(s) may be amended by Ace from time to time; and

D. Retailer must participate in Ace's business coach training program as required by Ace.

3. **Additional Events that Trigger Retailer's Obligation to Repay Ace for the "New Store Incentives" listed in Section 1.**

A. Retailer is obligated to repay Ace for 100% of the New Store Incentives received by Retailer if (i) either of the New Member Agreements is terminated for any reason during the Five Year Period (whether by Retailer, Ace or otherwise), (ii) Retailer converts the New Store out of the Ace format, or (iii) Retailer breaches any term or condition of this Agreement (including but not limited to any of Retailer's obligations arising during the 5 Year Period as set forth in Section 2 above to the extent New Store remains opens during the 5 Year Period).

B. Retailer is obligated to reimburse Ace for the New Store Incentives in a prorated amount based on the number of full and partial months remaining until completion of the Five Year Period, if Retailer is the subject of an involuntary bankruptcy petition not dismissed within sixty (60) days, files a petition in bankruptcy court, makes a general assignment for the benefit of creditors, has a receiver appointed, or ceases to conduct business in the ordinary course. If any of these events occur, (i) Ace shall charge Retailer for the prorated amount of such New Store Incentives via Retailer's Ace billing statement; (ii) Ace's

obligation to provide the New Store Incentives to Retailer shall automatically terminate (i.e., assuming not already provided to Retailer); and (iii) the the New Store Incentives provided to Retailer shall automatically become due and payable by Retailer to Ace.

- C. Retailer's obligation to repay Ace under Section 3(A) or 3(B), if realized, is and shall be secured by Ace's first lien and set off rights in all Ace stock and patronage refund certificates issued to Retailer with respect to the New Store or any other Ace store, or issued to any affiliate of Retailer as "affiliate" is defined in the Ace By-laws.

4. **Miscellaneous.**

- A. Any notices required or permitted hereunder shall be sent in a manner consistent with the notices provisions set forth in the Ace Hardware Membership Agreement (Nonbranded).
- B. This Agreement constitutes the entire agreement between the parties hereto and supersedes and preempts any prior understandings, agreements, representations or statements of any kind, oral or written, that may have related to the subject matter hereof in any way. The parties also understand, acknowledge and agree that unless otherwise specified in a written instrument signed by an officer of both parties no additional terms or changes to these terms, even if such additional terms or changes contain provisions to the contrary, shall be valid or binding on the parties.

Now, therefore, the parties by their respective duly authorized representative do hereby sign and execute this Agreement as of the Effective Date.

**RETAILER:**

**ACE:**

Legal Name: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Effective Date: \_\_\_\_\_

## **PURCHASE AN ACE STORE INCENTIVE AGREEMENT**

This Purchase an Ace Store Incentive Agreement ("Agreement") is executed by and between (i) Ace Hardware Corporation, a Delaware corporation with offices at 2915 Jorie Blvd, Oak Brook, Illinois 60523 ("Ace") and (ii) the undersigned prospective Ace member ("Retailer"), and is effective as of the date executed by Ace ("Effective Date"), said Effective Date being listed on the second page hereof.

Whereas, Retailer will operate an Ace-branded retail hardware store located at \_\_\_\_\_ (the "New Store") pursuant to an Ace Hardware Membership Agreement (Nonbranded) and an Ace Brand Agreement (collectively, "New Member Agreements"), among other agreements, to be entered into by and between Ace and Retailer.

Now, therefore, in consideration of the mutual rights and obligations contained herein and in the New Member Agreements, the receipt and sufficiency of which consideration is hereby acknowledged, Ace and Retailer hereby AGREE as follows:

1. **New Store Incentive.** Ace shall provide to Retailer a credit not to exceed \$50,000 for Ace Discovery recommended products for such skus not in the New Store's purchase history prior to the New Store's change of ownership date. To qualify for this credit, the first \$50,000 of Discovery products (which will receive six months dating and 26 equal installments) must be ordered through Ace's assortment planner and be received by Retailer within six months of the New Store's change of ownership date. Orders for Discovery products in excess of \$50,000 will be billed to Retailer's Ace statement in 26 equal installments. Only one order per department will qualify for this credit. This credit does not apply if Retailer elects to complete a Discovery improvement reset pursuant to a Discovery Improvement Incentive Agreement.
2. **Retailer Covenants.** Retailer represents warrants and covenants to Ace as follows:
  - A. **Retailer Compliance with Membership Agreement and Brand Agreement for the New Store:** During the first five (5) years after the New Store first opens to the public ("Five Year Period"), Retailer shall remain in good standing as a member of Ace with respect to the New Store. For purposes of this Agreement, Retailer shall be deemed to not be in "good standing" if Retailer is in default under the Membership Agreement or the Brand Agreement for the New Store, as either or both such agreement(s) may be amended by Ace from time to time; and
  - B. **Retailer Compliance with Platinum Performance.** Within 24 months after the Effective Date, Retailer must achieve and thereafter maintain compliance with all Platinum Performance Retailing Standards, as the same may be amended by Ace from time to time.
3. **Termination, Breach and Acceleration.** If (i) Retailer's Membership Agreement or Ace Brand Agreement relating to the New Store is terminated for any reason during the Five Year Period, whether by Retailer, Ace, operation of law or otherwise, or (ii) Retailer breaches any term or condition of this Agreement, Ace reserves the right to charge Retailer, via the Retailer's Ace billing statement, for the amount of the New Store incentive provided hereunder, prorated based on the number of full and partial months remaining until completion of the Five Year Period.
4. **Notices.** Any notices required or permitted hereunder shall be sent to the other party, via overnight delivery by the United States Postal Service, Federal Express, UPS or other national overnight delivery service, at the respective address listed herein for such party. Any notices sent to Ace shall be in duplicate (i.e. separate envelopes) and shall be addressed, respectively, to "Attention: Vice President, Retail Operations, and "Attention: General Counsel, Legal Department."

Now, therefore, the parties by their respective duly authorized representative do hereby sign and execute this Agreement as of the Effective Date.

### **RETAILER:**

Legal Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

### **ACE:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Effective Date: \_\_\_\_\_

## **DISCOVERY IMPROVEMENT INCENTIVE AGREEMENT**

This Discovery Improvement Incentive Agreement ("Agreement") is executed by and between (i) Ace Hardware Corporation, a Delaware corporation with offices at 2915 Jorie Blvd, Oak Brook, Illinois 60523 ("Ace") and (ii) the undersigned prospective Ace member ("Retailer"), and is effective as of the date executed by Ace ("Effective Date"), said Effective Date being listed on the second page hereof.

Whereas, Retailer will operate an Ace-branded retail hardware store located at \_\_\_\_\_ (the "New Store") pursuant to an Ace Hardware Membership Agreement (Nonbranded) and an Ace Brand Agreement (collectively, "New Member Agreements"), among other agreements, to be entered into by and between Ace and Retailer.

Now, therefore, in consideration of the mutual rights and obligations contained herein and in the New Member Agreements, the receipt and sufficiency of which consideration is hereby acknowledged, Ace and Retailer hereby AGREE as follows:

1. **New Store Incentive.** Ace shall provide to Retailer a new store incentive ("Discovery Improvement Incentive") comprised of a credit in an amount equal to Retailer's order of Ace Discovery recommended skus and quantities for the New Store format (i.e. Core, Convenience or Express, which must fit within the linear feet of the New Store) for such skus not in the New Store's purchase history prior to the placement of the order. To qualify for the credit, the products (which will receive six months deferred dating plus 26 equal installments) must be ordered through Ace's assortment planner and be received by Retailer within six months of the New Store's activation date. The credit applies to resets of all New Store departments or to a select group of departments, but only one order per department will qualify for the credit. Each department must contain at least 80% of the Ace Discovery assortment for such department upon completion of the reset in order to qualify for the credit. Orders for Discovery products not in the reset departments will be billed to Retailer's Ace statement in 26 equal installments. Retailer must dispose of all existing inventory of products replaced by Discovery assortment products.

2. **Retailer Covenants.** Retailer represents warrants and covenants to Ace as follows:

- A. **Store Planning and Visual Merchandising:** Prior to the New Store's opening, Retailer shall utilize a store plan prepared by an Ace Store Planner for the New Store as well as visual merchandising services recommended by or approved by Ace.
- B. **Discovery Acceptance:** Each reset department within the New Store must include a minimum of 80% of the Ace Discovery assortment for each such department.
- C. **Retailer Compliance with Membership Agreement and Brand Agreement for the New Store:** During the first five (5) years after the New Store first opens to the public ("Five Year Period"), Retailer shall fully satisfy Retailer's obligations with respect to the New Store under each of the following agreements and programs:

(1) **Membership Agreement and Brand License.** Retailer shall remain in good standing as a member of Ace with respect to the New Store. For purposes of this Agreement, Retailer shall be deemed to not be in "good standing" if Retailer is in default under the Membership Agreement or the Brand Agreement for the New Store, as either or both such agreement(s) may be amended by Ace from time to time; and

(2) **Category Management.** Subscribe to and purchase, for each department reset in the New Store, 80% of the Ace Discovery assortment for such department, as the same may be amended by Ace from time to time.

- D. **Retailer Compliance with Platinum Performance.** Within 24 months after the Effective Date, Retailer must achieve and thereafter maintain compliance with all Platinum Performance Retailing Standards, as the same may be amended by Ace from time to time.

3. **Termination, Breach and Acceleration.** If (i) Retailer's Membership Agreement or Ace Brand Agreement relating to the New Store is terminated for any reason during the Five Year Period, whether by Retailer, Ace, operation of law or otherwise, or (ii) Retailer breaches any term or condition of this Agreement, Ace reserves the right to charge Retailer, via the Retailer's Ace billing statement, for the amount of the Discovery Improvement Incentive, prorated based on the number of full and partial months remaining until completion of the Five Year Period.

4. **Notices.** Any notices required or permitted hereunder shall be sent to the other party, via overnight delivery by the United States Postal Service, Federal Express, UPS or other national overnight delivery service, at the respective address listed herein for such party. Any notices sent to Ace shall be in duplicate (i.e. separate envelopes) and shall be addressed, respectively, to "Attention: Vice President, Retail Operations, and "Attention: General Counsel, Legal Department."

Now, therefore, the parties by their respective duly authorized representative do hereby sign and execute this Agreement as of the Effective Date.

**RETAILER:**

**ACE:**

Legal Name: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Effective Date: \_\_\_\_\_

RESERVED



## 2025 Matching Funds Store Agreement

I agree, as the owner of the store(s) listed below, to participate in the \_\_\_\_\_ Group Matching Funds Program (the "Program") as specified below.

As part of the Program, I understand that as a Retailer Group member I will attend at least 75% of the groups meetings and actively signed up for Ace's Higher Ground program at time of joining the group. Furthermore, by joining a Matching Funds group, I have completed a marketing plan using the Marketing Planning Tool (located in the Retailer Analytic Dashboard).

Some groups may have additional membership requirements for group participation.

I understand and agree to the following Program features:

- Any requirements laid out above are not met in 2025 will (1) not be allowed to qualify for a credit in 2026 and (2) will not affect a group's 2026 achievement levels for Higher Ground. You will be able to still be part of a group and will become eligible again in 2026 for 2027 funds.
- **My commitment to the Program is for the entire year and is automatically rolled over each year, as determined by my group leader, unless my group leader notifies Ace to the contrary by December 1 of the current year that my group will not participate in the following year.**

If you sign up prior to December 1st, 2024, you will receive \$2,400 off of your Local Lift Max billing.

- Stores that sign up after December 1st, 2024 and before March 21st, 2025, will receive an \$1,800 credit (\$600 quarterly) to their Ace Statement.
- Stores that sign up after March 21st, 2025 and before June 21st, 2025 will receive an \$1,200 credit (\$600 quarterly) to their Ace Statement.
- Stores that sign up after June 21st, 2025 and before September 21st, 2025 will receive an \$600 credit to their Ace Statement.

Store Number(s): \_\_\_\_\_

Store Name(s): \_\_\_\_\_

Store Address, City, State and Zip: \_\_\_\_\_

Store Contact: \_\_\_\_\_

Store Phone No.: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

*(Store Owner Must Sign)*

## **Ace Hardware Corporation - Professional Retail Services Agreement**

The Retailer identified below ("Retailer") wishes to engage Ace Hardware Corporation ("Ace") to have one of Ace's Professional Retail Services (PRS) consultants (who shall be either an Ace employee or an independent contractor to Ace) provide to Retailer certain services indicated below (each a "Service" and collectively, the "Services"), the goal of which is to assist Retailer in improving the basic operations, sales and profitability of the Retailer's retail hardware store. For good and valuable consideration, the receipt and sufficiency of which Ace and Retailer acknowledge, Ace and Retailer hereby agree as follows:

**Services:** Services are available in the following areas, with the goals of each Service summarized in the catalog.

Engagement Type: \_\_\_\_\_

Delivered Via \_\_\_\_\_

Focus Area: \_\_\_\_\_

**Deliverables:** At the conclusion of the engagement, Ace will deliver to Retailer a written action plan ("Action Plan") detailing the suggested actions to be taken by Retailer to address the store-level opportunities and challenges identified by the PRS consultant performing the Service(s). Additional deliverables may also be provided by Ace to Retailer, depending on the specific Service(s) selected; if applicable, such deliverables will be identified below.

**Retailer Grants Ace the Right of Remote Access:** For the duration of Ace's provision of Services, Retailer hereby grants permission to Ace to remotely connect to the Retailer's in-store computer system in order to analyze the inventory data and document system settings as part of Ace's delivery of Services.

**Fee for Service(s):** Ace's fee ("Fee") for each Service ranges from \$600 to \$6,000 depending on the type and duration of each Service selected by Retailer. The per-Service Fee for the selected Service(s) is listed below; the total Fee shown includes Ace's travel expenses. If Retailer cancels an engagement fewer than 30 days prior to the estimated start date of such engagement (as listed on Page 2), Retailer shall be liable to Ace for the actual amount of airfare and other non-refundable engagement-related expenses incurred by Ace in connection with such engagement.

**Payment and Invoicing Procedures:** Retailer shall pay Ace the Fee for the Services either, at Retailer's choice, (a) in a single-lump sum, (b) in twelve (12) equal payments over six (6) months (i.e., billed equally on the next twelve (12) Ace statements), or (c) in twenty-six (26) equal payments over one (1) year (i.e., billed equally on the next 26 Ace statements). In all cases, the payment (or first installment thereof, as the case may be) will be due upon the conclusion of the engagement (i.e., upon Ace's delivery to Retailer of an Action Plan). Ace will issue its Fee invoice to Retailer upon project completion.

### **PROJECT-SPECIFIC SERVICE(S), FEES, DATES, PAYMENT PROCEDURES AND OTHER TERMS AND CONDITIONS:**

**Specific Service(s) Selected by Retailer:** Indicated by a checkmark in list of Services above.

**Other Service(s) To Be Provided But Not Listed Above (if any):** \_\_\_\_\_

[if None, "N/A"]

**Additional Deliverables If Any (i.e., Beyond Action Plan):** \_\_\_\_\_

[if None, "N/A"]

**Number of Weeks** \_\_\_\_\_

*Use Weeks for In-store Session Agreements*

**Number of Hours in Agreement** \_\_\_\_\_

*Please indicate number of hours if Virtual Session.*

**Sessions** \_\_\_\_\_

**Agreement completed by:** \_\_\_\_\_

*(Consultant may change based on availability)*

**Requested PRS Consultant:** \_\_\_\_\_



**Estimated Start Date for Service(s):** \_\_\_\_\_**Estimated Completion Date for Service(s):** \_\_\_\_\_**Fee for Service(s)** *[include break-out of Fees if more than one Service is selected]:*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_**Payment Option Selected by Retailer:** Upon the project's completion, fees are to be invoiced by Ace, and paid by Retailer.☐ In one (1) lump-sum payment;OR ☐ In twenty-six (26) payments billed equally on the next twenty-six (26) Ace statements.

**Other Terms and Conditions:** ACE MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES, ACTION PLANS OR OTHER DELIVERABLES, IF ANY, PROVIDED HEREUNDER BY ACE, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES THAT THE ACTION PLAN OR OTHER DELIVERABLES, IF ANY, COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS, REGULATIONS OR CODES. IN ADDITION, RETAILER EXPRESSLY ASSUMES RESPONSIBILITY FOR COMPLIANCE WITH ALL LAWS, RULES, REGULATIONS AND CODES. ACE'S LIABILITY TO RETAILER FOR SERVICES, ACTION PLANS AND OTHER DELIVERABLES, IF ANY, SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID TO ACE BY RETAILER FOR SUCH SERVICES, ACTION PLANS AND OTHER DELIVERABLES, IF ANY. ANY CLAIM BY RETAILER FOR A REFUND OF PART OR ALL FEES PAID BY RETAILER FOR SERVICES HEREUNDER, WHETHER DUE TO RETAILER'S DISSATISFACTION WITH SERVICES RENDERED OR ANY OTHER REASON, MUST BE MADE IN WRITING BY RETAILER TO ACE'S PRS MANAGER WITHIN 90 DAYS AFTER THE SERVICES HAVE BEEN PROVIDED. SIGNED AGREEMENTS MAY BE DELIVERED BY FACSIMILE OR OTHER ELECTRONIC MEANS, AND SUCH COPIES SHALL, LIKE THE RESPECTIVE ORIGINAL THEREOF, BE DEEMED TO CONSTITUTE ORIGINALS.

Retailer hereby agrees to (i) engage Ace to provide the identified Services, including the related Action Plan and other deliverables, if any, as described above; (ii) pay the above-described Fees to Ace upon Ace's completion of the project; and (iii) be bound by all other terms and conditions stated herein.

**RETAILER:** \_\_\_\_\_ [Print **Full Legal Name** of Ace Member]**By:** \_\_\_\_\_ [Member's Officer **Signs** On This Line]**Print Name:** \_\_\_\_\_ [Print Name of Member's Officer Who is Signing]**Print Title:** \_\_\_\_\_ [Print Title of Member's Officer Who is Signing]**Store #:** \_\_\_\_\_ [Store # where Service(s) are to be performed]**Store Address:** \_\_\_\_\_**Store Email** \_\_\_\_\_**Store Contact  
Phone** \_\_\_\_\_**City/State/Zip:** \_\_\_\_\_**Phone:** \_\_\_\_\_**Date:** \_\_\_\_\_ [ Date That Member's Officer Signs This Agreement]**AGREED TO BY ACE HARDWARE CORPORATION IN OAK BROOK, ILLINOIS:****By:** \_\_\_\_\_ **Title:** Professional Retail Services Manager**Date:** \_\_\_\_\_

**FINANCIAL STATEMENTS  
OF THE COMPANY**

**ACE HARDWARE CORPORATION**  
**INDEX TO CONSOLIDATED FINANCIAL STATEMENTS AND**  
**SUPPLEMENTARY DATA**

|                                                                                                                                | <b><u>Page</u></b> |
|--------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Report of Independent Auditors                                                                                                 | 2                  |
| Consolidated Balance Sheets as of December 28, 2024 and December 30, 2023                                                      | 3                  |
| Consolidated Statements of Income for the years ended December 28, 2024, December 30, 2023 and December 31, 2022               | 4                  |
| Consolidated Statements of Comprehensive Income for the years ended December 28, 2024, December 30, 2023 and December 31, 2022 | 5                  |
| Consolidated Statements of Equity for the years ended December 28, 2024, December 30, 2023 and December 31, 2022               | 6                  |
| Consolidated Statements of Cash Flows for the years ended December 28, 2024, December 30, 2023 and December 31, 2022           | 7                  |
| Notes to Consolidated Financial Statements                                                                                     | 8                  |
| Management’s Discussion and Analysis of Financial Condition and Results of Operations                                          | 26                 |
| Five Year Summary of Earnings and Distributions                                                                                | 36                 |
| Management’s Responsibility for Financial Statements                                                                           | 37                 |



**Building a better  
working world**

Ernst & Young LLP      Tel: +1 312 879 2000  
155 North Wacker Drive      Fax: +1 312 879 4000  
Chicago, Illinois 60606      ey.com

## **Report of Independent Auditors**

The Board of Directors  
Ace Hardware Corporation

### **Opinion**

We have audited the consolidated financial statements of Ace Hardware Corporation (the Company), which comprise the consolidated balance sheets as of December 28, 2024 and December 30, 2023, and the related consolidated statements of income, comprehensive income, equity and cash flows for each of the three fiscal years in the period ended December 28, 2024 and the related notes (collectively referred to as the “financial statements”).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 28, 2024 and December 30, 2023, and the results of its operations and its cash flows for each of the three fiscal years in the period ended December 28, 2024 in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor’s Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company’s ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

### **Auditor’s Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

#### **Other Information**

Management is responsible for the other information. The other information comprises the management's discussion and analysis of financial condition and results of operations and five year summary of earnings and distributions but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

*Ernst & Young LLP*

February 11, 2025

**ACE HARDWARE CORPORATION**  
**CONSOLIDATED BALANCE SHEETS**  
(In millions, except share data)

|                                                                                                                                                       | December 28,<br>2024 | December 30,<br>2023 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------|
| <b>Assets</b>                                                                                                                                         |                      |                      |
| Cash and cash equivalents                                                                                                                             | \$ 36.3              | \$ 31.9              |
| Marketable securities                                                                                                                                 | 42.7                 | 49.4                 |
| Receivables, net of allowance for doubtful accounts of \$10.9 and \$12.1, respectively                                                                | 727.8                | 674.4                |
| Inventories                                                                                                                                           | 1,197.9              | 1,235.1              |
| Prepaid expenses and other current assets                                                                                                             | 87.3                 | 69.9                 |
| Total current assets                                                                                                                                  | 2,092.0              | 2,060.7              |
| Property and equipment, net                                                                                                                           | 594.6                | 541.0                |
| Operating lease right-of-use assets, net                                                                                                              | 798.2                | 668.0                |
| Finance lease right-of-use assets, net                                                                                                                | 185.7                | 123.9                |
| Goodwill and other intangible assets                                                                                                                  | 455.6                | 410.9                |
| Other assets                                                                                                                                          | 166.7                | 153.1                |
| Total assets                                                                                                                                          | \$ 4,292.8           | \$ 3,957.6           |
| <b>Liabilities and Equity</b>                                                                                                                         |                      |                      |
| Current maturities of long-term debt                                                                                                                  | \$ 80.6              | \$ 49.1              |
| Accounts payable                                                                                                                                      | 1,215.2              | 1,081.5              |
| Patronage distributions payable in cash                                                                                                               | 137.2                | 137.1                |
| Patronage refund certificates payable                                                                                                                 | 15.0                 | 29.1                 |
| Current operating lease liabilities                                                                                                                   | 94.4                 | 88.5                 |
| Current finance lease liabilities                                                                                                                     | 37.9                 | 25.6                 |
| Accrued expenses                                                                                                                                      | 313.1                | 292.0                |
| Total current liabilities                                                                                                                             | 1,893.4              | 1,702.9              |
| Long-term debt                                                                                                                                        | 246.5                | 359.2                |
| Patronage refund certificates payable                                                                                                                 | 205.8                | 149.6                |
| Long-term operating lease liabilities                                                                                                                 | 728.4                | 603.2                |
| Long-term finance lease liabilities                                                                                                                   | 145.0                | 100.4                |
| Other long-term liabilities                                                                                                                           | 151.8                | 120.9                |
| Total liabilities                                                                                                                                     | 3,370.9              | 3,036.2              |
| Member Retailers' Equity:                                                                                                                             |                      |                      |
| Class A voting common stock, \$1,000 par value, 10,000 shares authorized, 2,586 and 2,615 issued and outstanding, respectively                        | 2.6                  | 2.6                  |
| Class C nonvoting common stock, \$100 par value, 20,000,000 shares authorized, 7,528,693 and 7,226,176 issued and outstanding, respectively           | 752.9                | 722.6                |
| Class C nonvoting common stock, \$100 par value, issuable to Retailers for patronage distributions, 825,206 and 897,317 shares issuable, respectively | 82.5                 | 89.7                 |
| Contributed capital                                                                                                                                   | 19.3                 | 19.2                 |
| Retained earnings                                                                                                                                     | 58.5                 | 78.2                 |
| Accumulated other comprehensive (loss) income                                                                                                         | (1.9)                | 0.3                  |
| Equity attributable to Ace member Retailers                                                                                                           | 913.9                | 912.6                |
| Equity attributable to noncontrolling interests                                                                                                       | 8.0                  | 8.8                  |
| Total equity                                                                                                                                          | 921.9                | 921.4                |
| Total liabilities and equity                                                                                                                          | \$ 4,292.8           | \$ 3,957.6           |

See accompanying notes to the consolidated financial statements.

**ACE HARDWARE CORPORATION**  
**CONSOLIDATED STATEMENTS OF INCOME**  
(In millions)

|                                                           | Years Ended                        |                                    |                                    |
|-----------------------------------------------------------|------------------------------------|------------------------------------|------------------------------------|
|                                                           | December 28,<br>2024<br>(52 Weeks) | December 30,<br>2023<br>(52 Weeks) | December 31,<br>2022<br>(52 Weeks) |
| Revenues:                                                 |                                    |                                    |                                    |
| Wholesale revenues                                        | \$ 8,666.0                         | \$ 8,344.7                         | \$ 8,372.3                         |
| Retail revenues                                           | 825.4                              | 786.4                              | 797.5                              |
| Total revenues                                            | 9,491.4                            | 9,131.1                            | 9,169.8                            |
| Cost of revenues:                                         |                                    |                                    |                                    |
| Wholesale cost of revenues                                | 7,495.6                            | 7,223.1                            | 7,368.8                            |
| Retail cost of revenues                                   | 450.7                              | 430.1                              | 439.6                              |
| Total cost of revenues                                    | 7,946.3                            | 7,653.2                            | 7,808.4                            |
| Gross profit:                                             |                                    |                                    |                                    |
| Wholesale gross profit                                    | 1,170.4                            | 1,121.6                            | 1,003.5                            |
| Retail gross profit                                       | 374.7                              | 356.3                              | 357.9                              |
| Total gross profit                                        | 1,545.1                            | 1,477.9                            | 1,361.4                            |
| Wholesale operating expenses:                             |                                    |                                    |                                    |
| Distribution operations expenses                          | 288.6                              | 281.5                              | 262.3                              |
| Selling, general and administrative expenses              | 342.4                              | 314.7                              | 244.6                              |
| Retailer success and development expenses                 | 294.3                              | 234.5                              | 223.2                              |
| Retail operating expenses                                 | 297.7                              | 280.1                              | 287.5                              |
| Retail pre-opening expenses                               | 4.8                                | 6.0                                | 1.9                                |
| Total operating expenses                                  | 1,227.8                            | 1,116.8                            | 1,019.5                            |
| Operating income                                          | 317.3                              | 361.1                              | 341.9                              |
| Interest expense                                          | (48.9)                             | (38.4)                             | (19.2)                             |
| Interest income                                           | 6.9                                | 5.4                                | 3.2                                |
| Other income (expense), net                               | 36.5                               | (3.7)                              | 23.7                               |
| Income tax benefit (expense)                              | 2.3                                | (1.0)                              | (9.0)                              |
| Net income                                                | 314.1                              | 323.4                              | 340.6                              |
| Less net loss attributable to noncontrolling interests    | (0.9)                              | (2.7)                              | (1.1)                              |
| Net income attributable to Ace Hardware Corporation       | \$ 315.0                           | \$ 326.1                           | \$ 341.7                           |
| Patronage distributions accrued                           | \$ 357.0                           | \$ 356.5                           | \$ 344.5                           |
| Patronage distributions accrued for third party Retailers | \$ 335.6                           | \$ 335.7                           | \$ 323.6                           |

See accompanying notes to the consolidated financial statements.

**ACE HARDWARE CORPORATION**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(In millions)

|                                                                  | <b>Years Ended</b>                          |                                             |                                             |
|------------------------------------------------------------------|---------------------------------------------|---------------------------------------------|---------------------------------------------|
|                                                                  | <b>December 28,<br/>2024<br/>(52 Weeks)</b> | <b>December 30,<br/>2023<br/>(52 Weeks)</b> | <b>December 31,<br/>2022<br/>(52 Weeks)</b> |
| Net income                                                       | \$ 314.1                                    | \$ 323.4                                    | \$ 340.6                                    |
| Other comprehensive (loss) income, net of tax:                   |                                             |                                             |                                             |
| Foreign currency translation (loss) gain                         | (2.8)                                       | 2.0                                         | 0.5                                         |
| Unrealized gain (loss) on investments                            | -                                           | 1.1                                         | (3.8)                                       |
| Total other comprehensive (loss) income, net                     | (2.8)                                       | 3.1                                         | (3.3)                                       |
| Comprehensive income                                             | 311.3                                       | 326.5                                       | 337.3                                       |
| Less comprehensive loss attributable to noncontrolling interests | (1.4)                                       | (2.2)                                       | (1.0)                                       |
| Comprehensive income attributable to Ace Hardware Corporation    | \$ 312.7                                    | \$ 328.7                                    | \$ 338.3                                    |

See accompanying notes to the consolidated financial statements.



**ACE HARDWARE CORPORATION**  
**CONSOLIDATED STATEMENTS OF EQUITY**  
(In millions)

**Shareholders of Ace Hardware Corporation**

|                                    | Capital Stock |          | Class C Stock<br>Issuable to Retailers<br>for Patronage<br>Dividends | Additional<br>Stock<br>Subscribed | Contributed<br>Capital | Retained<br>Earnings | Accumulated<br>Other<br>Comprehensive<br>Income (Loss) | Noncontrolling<br>Interests | Total Equity |
|------------------------------------|---------------|----------|----------------------------------------------------------------------|-----------------------------------|------------------------|----------------------|--------------------------------------------------------|-----------------------------|--------------|
|                                    | Class A       | Class C  |                                                                      |                                   |                        |                      |                                                        |                             |              |
| Balances at January 1, 2022        | \$ 2.7        | \$ 583.8 | \$ 120.9                                                             | \$ -                              | \$ 19.1                | \$ 68.9              | \$ 1.0                                                 | \$ 11.7                     | \$ 808.1     |
| Net income                         | -             | -        | -                                                                    | -                                 | -                      | 341.7                | -                                                      | (1.1)                       | 340.6        |
| Other comprehensive loss           | -             | -        | -                                                                    | -                                 | -                      | -                    | (3.3)                                                  | -                           | (3.3)        |
| Net payments on subscriptions      | -             | -        | -                                                                    | 1.6                               | -                      | -                    | -                                                      | -                           | 1.6          |
| Stock issued                       | 0.1           | 121.0    | (120.9)                                                              | (1.6)                             | -                      | 0.2                  | -                                                      | -                           | (1.2)        |
| Change in noncontrolling interests | -             | -        | -                                                                    | -                                 | (0.1)                  | -                    | -                                                      | 0.2                         | 0.1          |
| Stock repurchased                  | (0.1)         | (48.7)   | -                                                                    | -                                 | -                      | -                    | -                                                      | -                           | (48.8)       |
| Patronage distributions issuable   | -             | -        | 118.1                                                                | -                                 | -                      | -                    | -                                                      | -                           | 118.1        |
| Patronage distributions payable    | -             | -        | -                                                                    | -                                 | -                      | (323.6)              | -                                                      | -                           | (323.6)      |
| Other                              | -             | -        | -                                                                    | -                                 | 0.2                    | -                    | -                                                      | -                           | 0.2          |
| Balances at December 31, 2022      | \$ 2.7        | \$ 656.1 | \$ 118.1                                                             | \$ -                              | \$ 19.2                | \$ 87.2              | \$ (2.3)                                               | \$ 10.8                     | \$ 891.8     |
| Net income                         | -             | -        | -                                                                    | -                                 | -                      | 326.1                | -                                                      | (2.7)                       | 323.4        |
| Other comprehensive income         | -             | -        | -                                                                    | -                                 | -                      | -                    | 3.1                                                    | -                           | 3.1          |
| Net payments on subscriptions      | -             | -        | -                                                                    | 1.0                               | -                      | -                    | -                                                      | -                           | 1.0          |
| Stock issued                       | -             | 116.9    | (118.1)                                                              | (1.0)                             | -                      | 0.6                  | -                                                      | -                           | (1.6)        |
| Change in noncontrolling interests | -             | -        | -                                                                    | -                                 | (0.1)                  | -                    | (0.5)                                                  | 0.6                         | -            |
| Stock repurchased                  | (0.1)         | (50.4)   | -                                                                    | -                                 | -                      | -                    | -                                                      | -                           | (50.5)       |
| Patronage distributions issuable   | -             | -        | 89.7                                                                 | -                                 | -                      | -                    | -                                                      | -                           | 89.7         |
| Patronage distributions payable    | -             | -        | -                                                                    | -                                 | -                      | (335.7)              | -                                                      | -                           | (335.7)      |
| Other                              | -             | -        | -                                                                    | -                                 | 0.1                    | -                    | -                                                      | 0.1                         | 0.2          |
| Balances at December 30, 2023      | \$ 2.6        | \$ 722.6 | \$ 89.7                                                              | \$ -                              | \$ 19.2                | \$ 78.2              | \$ 0.3                                                 | \$ 8.8                      | \$ 921.4     |
| Net income                         | -             | -        | -                                                                    | -                                 | -                      | 315.0                | -                                                      | (0.9)                       | 314.1        |
| Other comprehensive loss           | -             | -        | -                                                                    | -                                 | -                      | -                    | (2.8)                                                  | -                           | (2.8)        |
| Net payments on subscriptions      | -             | -        | -                                                                    | 1.5                               | -                      | -                    | -                                                      | -                           | 1.5          |
| Stock issued                       | 0.1           | 89.2     | (89.7)                                                               | (1.5)                             | -                      | 0.6                  | -                                                      | -                           | (1.3)        |
| Change in noncontrolling interests | -             | -        | -                                                                    | -                                 | 0.2                    | -                    | 0.6                                                    | 0.1                         | 0.9          |
| Stock repurchased                  | (0.1)         | (58.9)   | -                                                                    | -                                 | -                      | -                    | -                                                      | -                           | (59.0)       |
| Patronage distributions issuable   | -             | -        | 82.5                                                                 | -                                 | -                      | -                    | -                                                      | -                           | 82.5         |
| Patronage distributions payable    | -             | -        | -                                                                    | -                                 | -                      | (335.6)              | -                                                      | -                           | (335.6)      |
| Other                              | -             | -        | -                                                                    | -                                 | (0.1)                  | 0.3                  | -                                                      | -                           | 0.2          |
| Balances at December 28, 2024      | \$ 2.6        | \$ 752.9 | \$ 82.5                                                              | \$ -                              | \$ 19.3                | \$ 58.5              | \$ (1.9)                                               | \$ 8.0                      | \$ 921.9     |

See accompanying notes to the consolidated financial statements.

**ACE HARDWARE CORPORATION**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(In millions)

|                                                                                   | Years Ended                        |                                    |                                    |
|-----------------------------------------------------------------------------------|------------------------------------|------------------------------------|------------------------------------|
|                                                                                   | December 28,<br>2024<br>(52 Weeks) | December 30,<br>2023<br>(52 Weeks) | December 31,<br>2022<br>(52 Weeks) |
| <b>Operating Activities</b>                                                       |                                    |                                    |                                    |
| Net income                                                                        | \$ 314.1                           | \$ 323.4                           | \$ 340.6                           |
| Adjustments to reconcile net income to net cash provided by operating activities: |                                    |                                    |                                    |
| Depreciation and amortization                                                     | 99.7                               | 92.2                               | 86.6                               |
| Non cash lease expense                                                            | 32.2                               | 26.9                               | 17.1                               |
| Amortization of deferred financing costs                                          | 0.9                                | 1.3                                | 0.4                                |
| (Gain) loss on disposal of assets, net                                            | (16.0)                             | 5.5                                | (19.8)                             |
| Provision for doubtful accounts                                                   | 2.0                                | 6.9                                | 3.0                                |
| Other, net                                                                        | 0.6                                | 1.2                                | 5.8                                |
| Changes in operating assets and liabilities, exclusive of effect of acquisitions: |                                    |                                    |                                    |
| Receivables                                                                       | (78.5)                             | (55.4)                             | (159.6)                            |
| Inventories                                                                       | 54.9                               | 74.7                               | (77.3)                             |
| Other current assets                                                              | (17.4)                             | (9.1)                              | 4.1                                |
| Other long-term assets                                                            | (18.6)                             | (13.5)                             | (9.1)                              |
| Accounts payable and accrued expenses                                             | 149.7                              | (104.7)                            | 80.4                               |
| Other long-term liabilities                                                       | 26.1                               | 14.5                               | 13.4                               |
| Deferred taxes                                                                    | (1.6)                              | (0.1)                              | (3.1)                              |
| Net cash provided by operating activities                                         | <u>548.1</u>                       | <u>363.8</u>                       | <u>282.5</u>                       |
| <b>Investing Activities</b>                                                       |                                    |                                    |                                    |
| Purchases of investment securities                                                | (24.6)                             | (39.9)                             | (60.3)                             |
| Proceeds from sale of investment securities                                       | 30.0                               | 43.2                               | 47.7                               |
| Purchases of property and equipment                                               | (155.4)                            | (164.6)                            | (92.8)                             |
| Cash paid for acquired businesses, net of cash acquired                           | (58.6)                             | (309.7)                            | (12.8)                             |
| Increase in notes receivable, net                                                 | (37.3)                             | (31.8)                             | (19.7)                             |
| Proceeds from sale of assets                                                      | 22.7                               | 1.3                                | 29.4                               |
| Other, net                                                                        | 0.4                                | (0.8)                              | (0.6)                              |
| Net cash used in investing activities                                             | <u>(222.8)</u>                     | <u>(502.3)</u>                     | <u>(109.1)</u>                     |
| <b>Financing Activities</b>                                                       |                                    |                                    |                                    |
| Net (payments) borrowings under revolving lines of credit                         | (85.3)                             | 362.0                              | (4.9)                              |
| Principal payments on long-term debt                                              | (21.1)                             | (17.8)                             | (7.1)                              |
| Principal portion of finance lease payments                                       | (40.3)                             | (28.3)                             | (16.7)                             |
| Payments of debt issuance costs                                                   | -                                  | (4.4)                              | -                                  |
| Payments of cash portion of patronage distribution                                | (137.1)                            | (133.1)                            | (121.0)                            |
| Payments of patronage refund certificates                                         | (22.9)                             | (26.7)                             | (26.1)                             |
| Repurchase of stock                                                               | (15.1)                             | (10.8)                             | (8.0)                              |
| Purchase of noncontrolling interests                                              | (0.9)                              | (0.4)                              | (0.4)                              |
| Other, net                                                                        | 1.8                                | 1.4                                | 1.7                                |
| Net cash (used in) provided by financing activities                               | <u>(320.9)</u>                     | <u>141.9</u>                       | <u>(182.5)</u>                     |
| Increase (decrease) in cash and cash equivalents                                  | 4.4                                | 3.4                                | (9.1)                              |
| Cash and cash equivalents at beginning of period                                  | 31.9                               | 28.5                               | 37.6                               |
| Cash and cash equivalents at end of period                                        | <u>\$ 36.3</u>                     | <u>\$ 31.9</u>                     | <u>\$ 28.5</u>                     |
| Supplemental disclosure of cash flow information:                                 |                                    |                                    |                                    |
| Interest paid                                                                     | \$ 39.4                            | \$ 29.7                            | \$ 14.5                            |
| Income taxes paid                                                                 | <u>\$ 7.9</u>                      | <u>\$ 5.6</u>                      | <u>\$ 11.5</u>                     |

See accompanying notes to the consolidated financial statements.

**ACE HARDWARE CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(In millions)**

**(1) Summary of Significant Accounting Policies**

***The Company and Its Business***

Ace Hardware Corporation (“the Company”) is a wholesaler of hardware, paint and other related products. The Company also provides to its retail members (“Retailers”) value-added services such as advertising, marketing, merchandising and store location and design services. The Company’s goods and services are sold predominately within the United States, primarily to retailers that operate hardware stores and with whom the Company has a retail membership agreement. As a retailer-owned cooperative, the Company distributes substantially all of its patronage sourced income in the form of patronage distributions to Retailers based on their volume of merchandise purchases.

Ace Hardware International Holdings, Ltd. (“AIH”), is a majority-owned and controlled subsidiary of the Company with a 21.1 percent noncontrolling interest held by AIH customers. AIH shareholders do not own shares of stock in the Company nor receive patronage dividends.

Ace Retail Holdings LLC (“ARH”) is the owner of the 180-store Westlake Ace Hardware (“Westlake”) and the 79-store Great Lakes Ace Hardware (“GLA”) retail chains. As a result, the Company is also a retailer of hardware, paint and other related products.

Ace Wholesale Holdings LLC (“AWH”) owns and operates Emery Jensen Distribution (“EJD”). EJD is a wholesaler of hardware, paint and other related products to non-member retailers.

Ace Services Holdings LLC (“ASH”), through its subsidiaries, operates Ace Hardware Home Services (“AHHS”), a provider of residential plumbing, heating, cooling and electric (“PHCE”) services, and Ace Handyman Services, a franchisor of home improvement, maintenance and repair services.

***Basis of Presentation***

The accompanying consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles (“GAAP”). The Company’s fiscal year ends on the Saturday nearest December 30. Accordingly, fiscal years 2024, 2023 and 2022 ended on December 28, 2024, December 30, 2023 and December 31, 2022, respectively. Unless otherwise noted, all references herein for the years 2024, 2023 and 2022 represent fiscal years ended December 28, 2024, December 30, 2023 and December 31, 2022, respectively. Fiscal years 2024, 2023, and 2022 consisted of 52 weeks.

Subsequent events have been evaluated through February 11, 2025, the date these statements were issued.

***Principles of Consolidation***

The accompanying consolidated financial statements include the accounts of the Company and its majority-owned subsidiaries. All intercompany transactions have been eliminated.

***Use of Estimates***

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

***Cash, Cash Equivalents and Marketable Securities***

In the normal course of business, the Company has outstanding checks that exceed the cash balances in the Company’s bank accounts, which create a book overdraft that are recorded as a liability. As of December 28, 2024 and December 30, 2023, the Company had outstanding checks in excess of bank balances totaling \$93.6 million and \$78.4 million, respectively, which have been included in accounts payable in the accompanying consolidated balance sheets. These outstanding amounts were subsequently funded through cash receipts and borrowings under the Company’s debt facilities during the following fiscal year.

The Company classifies all highly liquid investments with original maturities of three months or less as cash equivalents.

**ACE HARDWARE CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
**(In millions)**

The Company determines the appropriate classification of its investments in marketable securities, which are predominately held by the Company's New Age Insurance, Ltd. ("NAIL") subsidiary, at the time of purchase and evaluates such designation at each balance sheet date. All marketable securities have been classified and accounted for as available for sale. The Company may hold debt securities until maturity. In response to changes in the availability of and the yield on alternative investments as well as liquidity requirements, securities are occasionally sold prior to their stated maturities. Debt securities with maturities beyond twelve months are viewed by the Company as available to support current operations and are therefore classified as current assets in the accompanying Consolidated Balance Sheets. Marketable securities are carried at fair value based on quoted market prices, with unrealized gains and losses, net of taxes, reported as a component of Accumulated other comprehensive income ("AOCI") for debt securities, while equity securities' unrealized gain and losses are recorded as a component of Other income, net. Realized gains and losses on securities are determined using the specific identification method.

In the normal course of NAIL's operations, standby letters of credit totaling \$17.2 million and \$33.3 million at December 28, 2024 and December 30, 2023, respectively, were issued in favor of the insurance companies that reinsure a portion of NAIL's loss exposure. At December 28, 2024, NAIL has pledged substantially all of its cash and cash equivalents and marketable securities as collateral for these letters of credit. The Company maintains a multiple employer welfare arrangement ("MEWA") that offers medical insurance and other welfare benefits to employees of the Company and Retailers and their employees at participating Ace retail locations. Ace has provided a \$15.0 million standby letter of credit to the State of Vermont in connection with the MEWA. See Note 12 for more information.

***Revenue Recognition***

Revenue is recognized when performance obligations under the terms of contracts with our customers are satisfied; generally, this occurs with the transfer of control of merchandise or services. Revenue is measured as the amount of consideration we expect to receive in exchange for transferring goods or providing services. The Company excludes sales and usage-based taxes collected and recognizes revenues net of expected returns. Provisions for sales returns are provided at the time the related sales are recorded based on historic returns activity.

The Company's warehouse merchandise revenue originates with a single performance obligation to ship the products, and therefore the Company's performance obligations are satisfied when control of the products is transferred to the customer per the arranged shipping terms. The customer takes ownership and assumes risk of loss for warehouse merchandise upon delivery. Although products are generally shipped FOB shipping point, the Company effectively retains the responsibilities of ownership until the goods reach the customer. The Company considers shipping and handling as activities to fulfill its performance obligation for warehouse merchandise revenues. Billings for freight are accounted for as Revenues and shipping and handling costs are accounted for in Cost of revenues.

The Company has direct shipment arrangements with various vendors to deliver products to its customers without having to physically hold the inventory at the Company's warehouses, thereby increasing efficiency and reducing costs. The Company recognizes revenue for direct shipment arrangements upon delivery to the customer with contract terms that typically specify FOB destination. The Company recognizes the revenue and cost of goods sold from these arrangements on a gross basis as the principal in the transaction as the Company is primarily responsible for fulfilling the promise to customers to provide merchandise at negotiated prices with the vendors, assumes inventory risk if the product is returned by the customers, and assumes all the credit risk for the vendors with the customers.

Service revenues (advertising activities, brand building initiatives and fees for other services provided primarily to domestic Retailers) are recognized when the service is complete as this is when the Retailer has the ability to direct the use of and obtain the benefits from the service. Service revenues from the Company's residential home service businesses are recognized when the repair or installation is complete and the consumer has tendered payment. Service revenues are included in Wholesale revenues on the Consolidated Statements of Income.

The Company's e-commerce revenues come from Ace Hardware's website. For e-commerce transactions, customers choose whether to have merchandise delivered to them or to collect their merchandise from an Ace store ("in-store pick up"). For items delivered directly to the customer, control passes and revenue is recognized when delivery has been completed to the customer, as title has passed and we have transferred possession to the customer. For in-store pick up, control passes and revenue is recognized once the customer has taken possession of the merchandise. Any fees charged to customers for delivery are a component of the transaction price and are recognized when delivery has been completed. Payment terms for retail and e-commerce sales are at the point of sale. E-commerce revenues are included in Wholesale revenues on the Consolidated Statements of Income.

Retail revenues from retail locations owned and operated by the Company and e-commerce revenues are recognized when the customer takes ownership of the products sold and assumes the risk of loss. The customer takes ownership and assumes risk of loss generally at the point of sale in our owned retail locations. The Company offers its Retailers various incentive programs which provide the Retailers with certain sales allowances. The Company offers these incentive programs in anticipation of future sales to the Retailers

**ACE HARDWARE CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
(In millions)

that participate in these programs. Since the sales allowances provide future economic benefit to the Company, they are capitalized in Other assets and amortized as a reduction of revenue on a straight-line basis over the period of expected future sales to these Retailers, which is generally five years.

The following table provides a summary of revenues by sales category:

|                             | <b>Years Ended</b>   |                      |
|-----------------------------|----------------------|----------------------|
|                             | December 28,<br>2024 | December 30,<br>2023 |
| Warehouse merchandise       | \$ 6,162.7           | \$ 6,060.7           |
| Direct shipment merchandise | 1,556.9              | 1,491.0              |
| ARH revenues                | 825.4                | 786.4                |
| E-commerce                  | 382.3                | 334.0                |
| Service revenues            | 564.1                | 459.0                |
| Total revenues              | \$ 9,491.4           | \$ 9,131.1           |

***Trade Receivables***

Trade receivables from customers include amounts invoiced for the sale of merchandise, services and equipment used in the operation of customers' businesses.

***Notes Receivable***

The Company makes available to its Retailers various lending programs whose terms exceed one year. The notes bear interest at various rates based on market rates, the loan program or the Retailer's credit quality and are recorded at face value. Interest is recognized over the life of the note on the effective interest method. Loan origination fees were not material for any period presented.

***Allowance for Expected Credit Losses***

The Company estimates an allowance for credit losses related to future expected losses by using relevant information such as historical collection statistics, current customer credit information, the current economic environment, the aging of receivables, the evaluation of compliance with lending covenants and the offsetting amounts due to Retailers for stock, notes, interest and anticipated but unpaid patronage distributions. Significant past due accounts are reserved on a specific identification basis. For the remainder of the accounts, the allowance is evaluated on a pool basis for accounts with similar risk characteristics and a loss-rate for each pool is determined using current conditions and historical credit loss statistics. The Company considers accounts and notes receivable past due if invoices remain unpaid past their due date and provides for the write-off of uncollectible receivables after exhausting all commercially reasonable collection efforts.

***Inventories***

Wholesale inventories are valued at the lower of cost or net realizable value. Cost is determined primarily using the last-in, first-out ("LIFO") method for all inventories.

Inventories at retail locations operated by ARH are valued at the lower of cost or net realizable value. Inventory cost is determined using the moving average method, which approximates the first-in, first-out ("FIFO") method.

***Vendor Funds***

The Company receives funds from vendors in the normal course of business principally as a result of purchase volumes, sales, early payments or promotions of vendors' products. Based on the provisions of the vendor agreements in place, management develops accrual rates by estimating the point at which the Company will have completed its performance under the agreement and the amount agreed upon will be earned. Amounts accrued throughout the year can be impacted if actual purchase volumes differ from projected annual purchase volumes. At year-end, the accrual reflects actual purchases made throughout the year.

Vendor funds are treated as a reduction of inventory cost, unless they represent a reimbursement of specific, incremental and identifiable costs incurred by the Company to sell the vendor's product, in which case the costs are netted. The majority of the vendor funds that the Company receives do not meet the specific, incremental and identifiable criteria. Therefore, the Company treats a majority of these funds as a reduction in the cost of inventory as the amounts are accrued and recognizes these funds as a reduction of cost of revenues when the inventory is sold.

**ACE HARDWARE CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
**(In millions)**

***Property and Equipment***

Property and equipment are stated at cost less accumulated depreciation and amortization. Expenditures for maintenance, repairs and renewals of relatively minor items are generally charged to expense. Significant improvements or renewals are capitalized.

Depreciation expense is computed on the straight-line method based on estimated useful lives as follows:

|                          |               |
|--------------------------|---------------|
| Buildings                | 15 – 40 years |
| Leasehold improvements   | Lease life    |
| Warehouse equipment      | 3 – 20 years  |
| Transportation equipment | 5 – 10 years  |
| Office equipment         | 3 – 10 years  |

Leasehold improvements are generally amortized on a straight-line basis over the lesser of the lease term or the estimated useful life of the asset.

The Company evaluates long-lived assets, such as property and equipment, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset group to estimated undiscounted future cash flows expected to be generated by the asset group. If the carrying amount of an asset group exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset group exceeds its fair value.

***Goodwill and Other Intangible Assets***

Goodwill represents the excess of the cost of an acquired business over the fair value of the net tangible assets acquired and identified intangible assets. Goodwill is not amortized but is tested for impairment at a reporting unit level on an annual basis as of the first day of the fourth quarter, or more frequently, if circumstances change or an event occurs that would more likely than not reduce the fair value of a reporting unit below its carrying amount.

The Company's other intangible assets primarily relate to trademarks, tradenames and customer relationships. The intangibles are amortized over their estimated useful lives.

See Note 8 for additional information.

***Internal-Use Software***

Included in fixed assets is the capitalized cost of internal-use software. The Company capitalizes costs incurred during the application development stage of internal-use software and amortizes these costs over its estimated useful life. Costs incurred related to design or maintenance of internal-use software are expensed as incurred.

***Leases***

At the commencement date of a lease, the Company recognizes a liability to make lease payments and an asset representing the right to use the underlying asset during the lease term. The lease liability is measured at the present value of lease payments over the lease term, including variable fees that are known or subject to a minimum floor. The Company generally does not include options to extend or terminate leases unless it is reasonably certain that the option will be exercised. The Company has lease agreements that contain both lease and non-lease components. The Company elected to not separate non-lease components from lease components for all categories. The Company utilizes the practical expedient to use a risk-free discount rate at commencement date based upon the lease term in determining the recognition of the operating and finance lease assets and liabilities. The initial valuation of the right-of-use ("ROU") asset includes the initial measurement of the lease liability, lease payments made in advance of the lease commencement date and initial direct costs incurred by the Company and excludes lease incentives.

Real estate operating leases also typically require payment of real estate taxes, common area maintenance and insurance. These components comprise the majority of variable lease costs and are excluded from the present value of lease obligations. Operating lease assets also include prepaid or accrued lease payments and are reduced by lease incentives.

Certain retail lease agreements also provide for contingent rentals based on sales performance in excess of specified minimums or on changes in the consumer price indexes. Contingent rentals, which are based upon future performance or changes in indices, are excluded from the determination of lease payments and were not material.

Leases with an initial term of 12 months or less are classified as short-term leases and are not recorded on the Consolidated Balance Sheets. The lease expense for short-term leases is recognized on a straight-line basis over the lease term.

**ACE HARDWARE CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
**(In millions)**

***Advertising Expense***

The Company expenses advertising costs when incurred. Gross advertising expenses amounted to \$336.9 million, \$297.7 million, and \$263.6 million in fiscal 2024, 2023 and 2022, respectively.

***Gift Cards***

The Company sells gift cards to customers through its Retailers, the Company website and select third parties. The gift cards do not expire. A liability is initially established for the value of the gift card when sold. Gift card breakage income is recognized proportionately as redemption occurs at the approximate monthly breakage rate and represents the balance of gift cards for which the Company believes the likelihood of redemption by the customer is remote. The breakage income calculation takes into account any legal obligation to remit the unredeemed portion to relevant jurisdictions. During fiscal years 2024, 2023 and 2022, the Company recognized gift card breakage income of \$4.3 million, \$3.3 million and \$3.3 million, respectively. The Company does not believe there is a reasonable likelihood that there will be a material change in the future estimates or assumptions that we use to record breakage.

***Retirement Plans***

The Company sponsors health benefit plans for its retired officers and a limited number of retired non-officer employees. The Company and its subsidiaries also sponsor defined contribution plans for substantially all employees. The Company's contributions under these plans are determined annually by the Board of Directors and charged to expense in the period in which it is earned by employees.

***Income Taxes***

The Company accounts for income taxes using the asset and liability method. Under this approach, deferred taxes are recognized for the future tax consequences of differences between the financial statement and income tax bases of existing assets and liabilities and measured based upon enacted tax laws and rates.

***Self-Insurance***

NAIL, the Company's wholly-owned subsidiary, operates as a captive insurance company. NAIL provides the reinsurance of property and casualty insurance policies for some Retailers and is the direct insurer for certain property and casualty insurance policies of the Company. These insurance programs are subject to varying retention levels of self-insurance. Such self-insurance relates to losses and liabilities primarily associated with property, general liability, workers' compensation, and auto liability insurance programs. Losses are accrued based upon the Company's estimates of the aggregate liability for claims incurred using certain actuarial assumptions based on Company experience and insurance industry metrics.

***Concentration of Credit Risk***

Credit risk pertains primarily to the Company's trade and notes receivables. The Company extends credit to its customers as part of its day-to-day operations. Management believes that as no specific receivable or group of receivables comprises a significant percentage of total trade accounts, its concentration of credit risk with respect to trade receivables is limited. Additionally, management believes that its allowance for doubtful accounts is adequate with respect to overall customer credit risks. Also, the Company's certificate of incorporation and by-laws specifically provide that the Company may set-off its obligation to make any payment to a Retailer for such Retailer's stock, notes, interest and declared and unpaid distributions against any obligation owed by the Retailer to the Company. The Company, but not the Retailer, may at its sole discretion exercise these set-off rights when any such funds become due to former Retailers with outstanding accounts and notes receivable owed to the Company and current Retailers with past due receivables owed to the Company.

***Impact of New Accounting Standards***

There are no recently issued applicable accounting pronouncements that are not yet effective that are expected to have a material impact on consolidated results of operations, consolidated financial condition, or consolidated cash flows.

**ACE HARDWARE CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
(In millions)

**(2) Acquisitions**

The Company accounts for all business combinations using the acquisition method to record a new cost basis for the assets acquired and liabilities assumed. The difference between the purchase price and the fair value of the assets acquired and liabilities assumed has been recorded as goodwill in the financial statements. The results of operations are reflected in the consolidated financial statements of the Company from the dates of acquisition.

During the year ended December 28, 2024, Unique Indoor Comfort, LLC (“UIC”), a subsidiary of ASH, acquired five PHCE businesses for consideration of \$36.6 million, which is inclusive of \$6.1 million in contingent earnouts and prior to final working capital adjustments. These acquisitions resulted in UIC recording \$34.1 million of goodwill. The Company believes these acquisitions will help advance the Company’s strategic plan to be a leading provider of home preservation services. Goodwill has an indefinite life and, therefore, is not amortized. The goodwill is expected to be deductible for tax purposes.

In addition, during the year ended December 28, 2024, ARH acquired retail stores for consideration of \$28.0 million, prior to working capital adjustments. These acquisitions resulted in ARH recording \$11.7 million of goodwill. The goodwill is expected to be deductible for tax purposes.

During the year ended December 30, 2023, ASH, through its subsidiaries, acquired PHCE businesses for total consideration of \$313.7 million (including final working capital adjustments) and the Company recorded \$272.5 million of goodwill and \$37.3 million for the fair value of other intangible assets. The goodwill allocated to UIC’s disregarded entities is expected to be deductible for tax purposes. The following table summarizes the consideration paid and the final purchase price allocation:

|                                                        |          |
|--------------------------------------------------------|----------|
| Fair value of assets acquired and liabilities assumed: |          |
| Cash                                                   | \$ 6.8   |
| Receivables                                            | 6.0      |
| Inventories                                            | 5.0      |
| Other current assets                                   | 6.4      |
| Property and equipment                                 | 8.1      |
| Goodwill                                               | 272.5    |
| Other intangibles                                      | 37.3     |
| Other long-term assets                                 | 0.6      |
| Accounts payable                                       | (4.5)    |
| Other current liabilities                              | (18.2)   |
| Other long-term liabilities                            | (6.3)    |
| Acquisition purchase price                             | \$ 313.7 |

During the year ended December 30, 2023, ARH acquired retail stores for consideration of \$2.8 million, prior to working capital adjustments. These acquisitions resulted in ARH recording \$1.5 million of goodwill. The goodwill is expected to be deductible for tax purposes.

**(3) Receivables, net**

Receivables, net include the following amounts:

|                                      | December 28,<br>2024 | December 30,<br>2023 |
|--------------------------------------|----------------------|----------------------|
| Trade                                | \$ 560.0             | \$ 513.0             |
| Vendor                               | 120.2                | 120.3                |
| Other                                | 23.0                 | 25.0                 |
| Notes receivable – current portion   | 35.5                 | 28.2                 |
| Less allowance for doubtful accounts | (10.9)               | (12.1)               |
| Receivables, net                     | \$ 727.8             | \$ 674.4             |



**ACE HARDWARE CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
(In millions)

The components of changes to the Receivable allowance for doubtful accounts for the years ended December 28, 2024 and December 30, 2023 were as follows:

|                                         | December 28,<br>2024 | December 30,<br>2023 |
|-----------------------------------------|----------------------|----------------------|
| Beginning balance                       | \$ 12.1              | \$ 7.0               |
| Charges to provision                    | 1.6                  | 5.3                  |
| Accounts written off, net of recoveries | (2.8)                | (0.3)                |
| Other                                   | -                    | 0.1                  |
| Ending balance                          | <u>\$ 10.9</u>       | <u>\$ 12.1</u>       |

**(4) Inventories**

Inventories consist of wholesale merchandise inventories held for sale to customers and retail merchandise inventory held for resale at ARH retail locations. Substantially all of the Company's wholesale inventories are valued on the LIFO method. The excess of replacement cost over the LIFO value of inventory was \$251.4 million and \$271.0 million at December 28, 2024 and December 30, 2023, respectively. Inventories at ARH retail locations are valued at the lower of cost or net realizable value. Inventory cost is determined using the moving average method, which approximates the FIFO method. The Company regularly reviews its inventory and establishes a reserve for excess and obsolete inventory based on a number of factors, including historical sales, sales forecasts, obsolescence due to technology changes and defective goods.

Inventories consisted of:

|                                                   | December 28,<br>2024 | December 30,<br>2023 |
|---------------------------------------------------|----------------------|----------------------|
| Wholesale merchandise inventory (LIFO)            | \$ 932.9             | \$ 1,000.4           |
| Retail merchandise inventory at ARH stores (FIFO) | 265.0                | 234.7                |
| Inventories                                       | <u>\$ 1,197.9</u>    | <u>\$ 1,235.1</u>    |

**(5) Property and Equipment, net**

Property and equipment, net is summarized as follows:

|                                                           | December 28,<br>2024 | December 30,<br>2023 |
|-----------------------------------------------------------|----------------------|----------------------|
| Land                                                      | \$ 12.6              | \$ 13.3              |
| Buildings and improvements                                | 285.5                | 294.7                |
| Warehouse equipment                                       | 311.0                | 301.1                |
| Computer hardware and software and other office equipment | 564.5                | 509.5                |
| Transportation equipment                                  | 46.1                 | 45.9                 |
| Leasehold improvements                                    | 92.3                 | 81.2                 |
| Assets under construction                                 | 76.4                 | 31.3                 |
| Property and equipment, gross                             | 1,388.4              | 1,277.0              |
| Accumulated depreciation and amortization                 | (793.8)              | (736.0)              |
| Property and equipment, net                               | <u>\$ 594.6</u>      | <u>\$ 541.0</u>      |

Depreciation and amortization expense related to property and equipment for fiscal years 2024, 2023 and 2022 was \$94.7 million, \$88.1 million and \$79.9 million, respectively.

During the year ended December 28, 2024, the Company sold its Little Rock, Arkansas retail support center ("RSC") for \$23.5 million and recorded a pre-tax gain of \$17.8 million which is presented in Other income, net in the Consolidated Statements of Income. The Company has leased-back this RSC on a short-term basis until construction of the replacement RSC in Kansas City, Missouri is complete.

**ACE HARDWARE CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
(In millions)

**(6) Leases**

The Company leases certain warehouse and distribution space, office space, retail locations, equipment and vehicles under finance and operating leases.

The components of total lease expense for the years ended December 28, 2024 and December 30, 2023, were as follows:

|                                              | <u>Income Statement Classification</u> | December 28,<br>2024 | December 30,<br>2023 |
|----------------------------------------------|----------------------------------------|----------------------|----------------------|
| Finance lease amortization                   | Cost of revenues                       | \$ 32.9              | \$ 27.6              |
| Finance lease interest                       | Interest expense                       | 3.7                  | 2.9                  |
| Operating lease cost, net of sublease income | Cost of revenues, operating expenses   | 122.1                | 117.5                |
| Short-term lease cost                        | Cost of revenues, operating expenses   | 8.0                  | 12.2                 |
| Variable lease cost                          | Cost of revenues, operating expenses   | 29.3                 | 27.5                 |
| Net lease cost                               |                                        | <u>\$ 196.0</u>      | <u>\$ 187.7</u>      |

The future minimum undiscounted lease payments under operating and finance leases at December 28, 2024 are as follows:

| <u>Fiscal Year</u>                       | Operating<br>Leases | Finance<br>Leases |
|------------------------------------------|---------------------|-------------------|
| 2025                                     | \$ 127.4            | \$ 50.8           |
| 2026                                     | 110.9               | 42.5              |
| 2027                                     | 97.0                | 35.7              |
| 2028                                     | 83.0                | 26.4              |
| 2029                                     | 84.0                | 24.4              |
| Thereafter                               | 440.5               | 20.1              |
| Total future undiscounted lease payments | <u>942.8</u>        | <u>199.9</u>      |
| Less imputed interest                    | <u>(120.0)</u>      | <u>(17.0)</u>     |
| Total reported lease liability           | <u>822.8</u>        | <u>182.9</u>      |
| Less current portion                     | <u>(94.4)</u>       | <u>(37.9)</u>     |
| Long-term lease liabilities              | <u>\$ 728.4</u>     | <u>\$ 145.0</u>   |

Additionally, the Company has excluded approximately \$21.6 million of payments (undiscounted basis) for leases that have not yet commenced. These leases will commence between the first and fourth quarters of 2025 with terms of up to fifteen years and include new stores for ARH.

Other information related to operating and finance leases was as follows:

|                                                                         | December 28,<br>2024 | December 30,<br>2023 |
|-------------------------------------------------------------------------|----------------------|----------------------|
| Cash paid for amounts included in the measurement of lease liabilities: |                      |                      |
| Operating cash flows from operating leases                              | \$ (115.9)           | \$ (112.2)           |
| Operating cash flows from finance leases                                | \$ (36.4)            | \$ (25.9)            |
| Lease assets obtained in exchange for new lease liabilities:            |                      |                      |
| Operating leases                                                        | \$ 230.9             | \$ 134.8             |
| Finance leases                                                          | \$ 93.9              | \$ 66.6              |
| Weighted average remaining lease term for operating leases              | 9.9 years            | 9.2 years            |
| Weighted average discount rate for operating leases                     | 2.60%                | 2.44%                |
| Weighted average remaining lease term for finance leases                | 4.9 years            | 4.9 years            |
| Weighted average discount rate for finance leases                       | 3.48%                | 2.79%                |

**ACE HARDWARE CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
(In millions)

**(7) Notes Receivable, net**

The Company makes available to its Retailers various lending programs whose terms exceed one year. At December 28, 2024 and December 30, 2023, the outstanding balance of the notes was \$36.8 million and \$30.2 million, respectively, of which the current portion of \$35.5 million and \$28.2 million, respectively, was recorded in Receivables, net and the long-term portion of \$1.3 million and \$0.4 million, respectively, was recorded in Other assets.

|                                                                       | December 28,<br>2024 | December 30,<br>2023 |
|-----------------------------------------------------------------------|----------------------|----------------------|
| Notes receivable, gross                                               | \$ 74.6              | \$ 66.4              |
| Less accrued patronage to be applied                                  | (37.8)               | (36.2)               |
| Net of accrued patronage                                              | 36.8                 | 30.2                 |
| Less current portion of notes receivable included in Receivables, net | (35.5)               | (28.2)               |
| Less allowance for doubtful accounts                                  | -                    | (1.6)                |
| Notes receivable, net                                                 | <u>\$ 1.3</u>        | <u>\$ 0.4</u>        |

For substantially all of the Company's Notes receivable, the amounts due are generally expected to be collected through the non-cash portion of the annual patronage distribution and are therefore classified as current. In the event a Retailer cancels its membership with the Company, any outstanding loans are transferred from Notes receivable to Trade receivables and are due immediately. As the non-cash portion of the patronage distribution is used to settle the Notes receivable, there are no loans that are currently past due. The patronage distribution for each Retailer can vary from year to year based on the Company's financial performance, as well as the volume of patronage-based merchandise that each Retailer purchases from the Company. The contractual maturities, assuming no patronage deductions, of the Notes receivable are as follows:

|              | December 28,<br>2024 | December 30,<br>2023 |
|--------------|----------------------|----------------------|
| 0 – 4 years  | \$ 25.5              | \$ 14.2              |
| 5 – 8 years  | 27.1                 | 31.8                 |
| 9 – 10 years | 22.0                 | 20.4                 |
| Total        | <u>\$ 74.6</u>       | <u>\$ 66.4</u>       |

The Company evaluates risk on its loan portfolio by categorizing each loan into an internal risk category. The Company's risk categories include:

Low – The Retailer possesses a strong financial position, above average payment record to both Ace and other vendors, and the business is well established.

Moderate – The Retailer possesses an average financial position, an average payment record to both Ace and other vendors, and the business is somewhat established.

High – The Retailer possesses a weak financial position, a substandard payment record to Ace or other vendors, or the business is somewhat new.

Based upon these criteria, the Company has classified its loan portfolio as follows:

|                            | December 28,<br>2024 | December 30,<br>2023 |
|----------------------------|----------------------|----------------------|
| Corporate Credit Exposure: |                      |                      |
| Low risk                   | \$ 29.1              | \$ 26.8              |
| Moderate risk              | 27.1                 | 22.1                 |
| High risk                  | 18.4                 | 17.5                 |
| Total                      | <u>\$ 74.6</u>       | <u>\$ 66.4</u>       |

Pursuant to the Company's Amended and Restated Certificate of Incorporation and the Company's by-laws, notes receivable (like all obligations owed to the Company by the Company's Retailers) are secured by the Company stock owned by the Retailers. For this reason, as well as the fact that substantially all of the notes receivable are repaid from the following year's annual patronage distribution, the actual risk of collection is low for the notes receivable portfolio despite many Retailers being classified as Moderate and High risk.

**ACE HARDWARE CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
(In millions)

The Company applies a consistent practice of establishing an allowance for notes that it feels may become uncollectible by monitoring the financial strength of its Retailers. The collectability of certain notes is evaluated on an individual basis, while the remaining notes are evaluated on a collective basis. Due to the nature of the notes and the collateral held by the Company, virtually all outstanding notes were collectively evaluated for impairment.

The Company has evaluated the collectability of the notes and has established an allowance for doubtful accounts of \$2.0 million and \$1.6 million for December 28, 2024 and December 30, 2023, respectively. The allowance for 2024 was reclassified to Receivables, net as substantially all notes are classified as short-term. Management records the allowance for doubtful accounts based on the above information as well as judgments made considering a number of factors, primarily historical collection statistics, current Retailer credit information, the current economic environment and the offsetting amounts due to Retailers for stock, notes, interest and declared and unpaid patronage distributions. The components of changes to the Notes receivable allowance for doubtful accounts for 2024 and 2023 were as follows:

|                                                                                 | December 28,<br>2024 | December 30,<br>2023 |
|---------------------------------------------------------------------------------|----------------------|----------------------|
| Beginning balance                                                               | \$ 1.6               | \$ -                 |
| Charges to provision                                                            | 0.4                  | 0.6                  |
| Reclassifications (to) from accounts receivable allowance for doubtful accounts | (2.0)                | 1.0                  |
| Ending balance                                                                  | <u>\$ -</u>          | <u>\$ 1.6</u>        |

Notes bear interest at various rates and are recorded at face value. Interest is recognized over the life of the note based on the outstanding balance and stated interest rate, which approximates the effective interest method. During fiscal years 2024, 2023 and 2022, \$5.9 million, \$4.6 million and \$2.2 million respectively, were recorded as interest income related to the notes.

Generally, in the event a Retailer cancels their membership with the Company, any outstanding Notes receivable, and related allowance for doubtful accounts, are transferred to trade receivables and the Retailer is billed for any unpaid principal and interest balances. In fiscal 2024 and 2023, \$14.5 million and \$8.5 million, respectively, of Notes receivable were transferred to Trade receivables as an event occurred which made the notes due immediately.

**(8) Goodwill and Other Intangible Assets**

Changes in the carrying value of goodwill were as follows:

|                                                       |                 |
|-------------------------------------------------------|-----------------|
| Balance at December 31, 2022                          | \$ 101.5        |
| Acquired goodwill                                     | 271.8           |
| Balance at December 30, 2023                          | 373.3           |
| Purchase accounting adjustments                       | 3.4             |
| Acquired goodwill (See Note 2 for additional details) | 46.3            |
| Balance at December 28, 2024                          | <u>\$ 423.0</u> |

Impairment exists when a reporting unit's carrying value exceeds its fair value. The Company tests reporting units for impairment annually as of the first day of the fourth quarter, or more frequently if events or circumstances indicate it is more likely than not that the fair value of a reporting unit is less than its carrying value.

Identifiable intangible assets were as follows:

|                                             | December 28,<br>2024 | December 30,<br>2023 |
|---------------------------------------------|----------------------|----------------------|
| Trademarks and tradenames                   | \$ 9.2               | \$ 9.2               |
| Customer relationships                      | 39.1                 | 39.1                 |
| Total identifiable intangible assets, gross | 48.3                 | 48.3                 |
| Less accumulated amortization               | (15.7)               | (10.7)               |
| Identifiable intangible assets, net         | <u>\$ 32.6</u>       | <u>\$ 37.6</u>       |

The trademarks and tradenames are being amortized over 2-20 years. The customer relationships are being amortized over 10 years. Net amortization expense related to all intangible assets was \$5.0 million, \$3.8 million and \$6.5 million for fiscal years 2024, 2023 and 2022, respectively. The estimated total amortization expense over the next five fiscal years is \$18.7 million.

**ACE HARDWARE CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
(In millions)

**(9) Patronage Distributions and Refund Certificates Payable**

The Company operates as a cooperative organization and has paid or may pay patronage distributions to Retailers on a portion of patronage-based income derived from business done with such Retailers. Patronage distributions are allocated in proportion to the volume of purchases by Retailers during the period. The cash portion of the patronage distribution was 40 percent for all years presented.

The accrued patronage distributions composition is summarized as follows:

|                                                                 | <b>Years Ended</b>   |                      |                      |
|-----------------------------------------------------------------|----------------------|----------------------|----------------------|
|                                                                 | December 28,<br>2024 | December 30,<br>2023 | December 31,<br>2022 |
| Cash portion                                                    | \$ 137.2             | \$ 137.1             | \$ 133.1             |
| Class C stock                                                   | 82.5                 | 89.7                 | 118.1                |
| Patronage refund certificates                                   | 73.5                 | 68.9                 | 42.4                 |
| Patronage financing deductions                                  | 42.4                 | 40.0                 | 30.0                 |
| Total patronage distributions accrued for third party Retailers | <u>\$ 335.6</u>      | <u>\$ 335.7</u>      | <u>\$ 323.6</u>      |

Patronage distributions are allocated on a fiscal year basis with issuance in the following year.

In those instances where the Class C stock requirements have been met, the non-cash portion of the patronage distribution is distributed in the form of patronage refund certificates with a five-year term and bearing interest at 4 percent.

The patronage refund certificates outstanding at December 28, 2024 are payable as follows:

|                                                 |                 |
|-------------------------------------------------|-----------------|
| 2025                                            | \$ 15.0         |
| 2026                                            | 24.3            |
| 2027                                            | 41.1            |
| 2028                                            | 66.9            |
| 2029                                            | 73.5            |
| Total patronage refund certificates payable     | 220.8           |
| Less current portion                            | (15.0)          |
| Long-term patronage refund certificates payable | <u>\$ 205.8</u> |

**(10) Accrued Expenses**

Accrued expenses include the following components:

|                           | December 28,<br>2024 | December 30,<br>2023 |
|---------------------------|----------------------|----------------------|
| Salaries and wages        | \$ 95.2              | \$ 64.1              |
| Insurance reserves        | 34.5                 | 28.9                 |
| Deferred income           | 8.3                  | 8.7                  |
| Vendor funds              | 16.7                 | 36.9                 |
| Taxes                     | 25.3                 | 24.3                 |
| Profit sharing            | 23.7                 | 25.5                 |
| Gift card                 | 25.9                 | 23.7                 |
| Interest                  | 9.3                  | 7.8                  |
| Advertising and marketing | 26.5                 | 29.9                 |
| Other                     | 47.7                 | 42.2                 |
| Accrued expenses          | <u>\$ 313.1</u>      | <u>\$ 292.0</u>      |

**ACE HARDWARE CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
(In millions)

**(11) Debt**

The Company has a \$1.1 billion line of credit facility. The facility is expandable to \$1.4 billion through a \$300.0 million accordion that is exercisable without the consent of existing lenders provided that the Company is not in default of the credit agreement and further provided that none of the existing lenders are required to provide any portion of the increased facility. At the Company's discretion, borrowings under the credit facility bear interest at a rate of either 25 to 100 basis points over the prime rate or 125 to 200 basis points over the Secured Overnight Financing Rate ("SOFR"), depending on the Company's leverage ratio. The credit facility was priced at SOFR plus 150 basis points at December 28, 2024. Fees on the unused portion of the line of credit range from 17.5 to 27.5 basis points depending on the Company's leverage ratio. The credit facility expires on January 24, 2028. As of December 28, 2024, the Company was in compliance with its covenants and had \$216.5 million in borrowings outstanding under the credit facility.

The credit facility includes a \$175.0 million sublimit for the issuance of standby and commercial letters of credit. As of December 28, 2024, a total of \$37.3 million in letters of credit were outstanding.

The credit facility allows the Company to make revolving loans and other extensions of credit to AIH in an aggregate principal amount not to exceed \$100.0 million at any time. As of December 28, 2024, there were no loans or other extensions of credit provided to AIH.

The Company's Westlake subsidiary has a \$125.0 million asset-based revolving credit facility ("Westlake Facility") that expires on August 3, 2026. The facility is expandable to \$150.0 million through a \$25.0 million accordion that is exercisable without the consent of existing lenders provided that the Company is not in default of the credit agreement and further provided that none of the existing lenders are required to provide a portion of the increased facility. Under this facility, Westlake has the right to issue letters of credit up to a maximum of \$7.5 million. Borrowings under this facility bear interest at a rate of either the prime rate plus an applicable spread of 25 to 50 basis points or SOFR plus an applicable spread of 135 to 160 basis points, depending on Westlake's average availability under the Westlake Facility as measured on a trailing 12-month basis. The Westlake Facility was priced at SOFR plus 135 basis points at December 28, 2024.

The Westlake Facility is collateralized by substantially all of Westlake's tangible and intangible assets. Borrowings under the facility are subject to a borrowing base calculation consisting of certain advance rates applied to eligible collateral balances (primarily consisting of certain receivables and inventories). This agreement requires maintenance of certain financial covenants including a minimum fixed charge coverage ratio. As of December 28, 2024, Westlake was in compliance with its covenants and had \$60.1 million in borrowings outstanding under the Westlake Facility.

The Westlake Facility includes a lender-controlled cash concentration system that results in all of Westlake's daily available cash being applied to the outstanding borrowings under their facility. Pursuant to Financial Accounting Standards Board ("FASB") Accounting Standards Codification Section 470-10-45, "Classification of Revolving Credit Agreements Subject to Lock-Box Arrangements and Subjective Acceleration Clauses," all borrowings under the Westlake Facility are classified as a Current maturity of long-term debt.

Total debt outstanding is comprised of the following:

|                                                                         | December 28,<br>2024 | December 30,<br>2023 |
|-------------------------------------------------------------------------|----------------------|----------------------|
| Revolving Credit Facility                                               | \$ 216.5             | \$ 331.5             |
| Westlake Facility                                                       | 60.1                 | 30.5                 |
| Installment notes with maturities through 2028 at a fixed rate of 6.00% | 50.5                 | 46.3                 |
| Total debt                                                              | 327.1                | 408.3                |
| Less maturities within one year                                         | (80.6)               | (49.1)               |
| Long-term debt                                                          | <u>\$ 246.5</u>      | <u>\$ 359.2</u>      |

The aggregate scheduled maturities of total debt at December 28, 2024 are as follows:

| <u>Fiscal Year</u> | <u>Amount</u>   |
|--------------------|-----------------|
| 2025               | \$ 80.6         |
| 2026               | 13.5            |
| 2027               | 11.7            |
| 2028               | 221.3           |
| Total debt         | <u>\$ 327.1</u> |

**ACE HARDWARE CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
**(In millions)**

**(12) Commitments and Contingencies**

*Contingencies*

The Company has certain contingent liabilities resulting from litigation and claims incident to the ordinary course of business. Management believes that the probable resolution of such contingencies will not materially affect the financial position, results of operations, or liquidity of the Company. The Company expenses legal fees as they are incurred.

*Other guarantees*

In the normal course of business, the Company enters into commercial commitments including standby letters of credit and guarantees that could become contractual obligations. Letters of credit are issued generally to insurance agencies and financial institutions in direct support of the Company's corporate and Retailer insurance programs as well as to international vendors for imported inventory purchases. As of December 28, 2024, the Company had outstanding standby letters of credit of \$17.2 million issued in the normal course of NAIL's operations and commercial letters of credit of \$37.3 million issued by the Company's credit facility.

The Company maintains the Ace Hardware Corporation Cooperative Group Health Plan ("AHP"), which is a MEWA that provides medical insurance and other welfare benefits to employees of the Company and their families and employees and families of participating Retailers.

The AHP is insured by Ace Group Insurance, Inc. ("AGI"), a Vermont-based captive insurance company. AGI is owned by a funded welfare trust ("Trust") that serves as the mechanism for the AHP to collect, hold, invest and pay funds deposited with the AHP for the conduct of AHP operations. The Trust is not owned by the Company or any of its subsidiaries.

In order to establish and provide initial capitalization of the AHP, AGI and Trust, NAIL maintained a \$15.0 million standby letter of credit in favor of AGI. The letter of credit is held by the Vermont Department of Financial Regulations ("VDFR") and can be drawn upon at VDFR's direction if AGI becomes illiquid. The Company believes that the likelihood of the letter of credit being drawn is remote. On March 31, 2023, the \$15.0 million standby letter of credit provided by NAIL was terminated and reissued under the Company's credit facility.

**(13) Fair Value**

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. There is a three-level hierarchy for disclosure to show the extent and level of judgment used to estimate fair value measurements.

*Level 1* – Investments included in this category are the Company's Fixed income mutual funds, Equity mutual funds, Money market funds and U.S. government notes. The Company's valuation techniques used to measure the fair values of Level 1 investments are derived from quoted market prices for identical instruments, as active markets for these instruments exist. The Company has classified its investments used to support the Company's deferred compensation plan as Other assets as these investments are restricted solely for this purpose.

*Level 2* – Investments included in this category are the Company's Corporate fixed income securities, Mortgage-backed securities and Other debt securities. Other debt securities primarily consist of taxable municipal bonds, corporate asset-backed securities, and U.S. Agency fixed rate notes and bonds. The Company's valuation techniques used to measure the fair values of Level 2 securities are derived from the following: non-binding market consensus prices that are corroborated by observable market data, quoted market prices for similar instruments, or pricing models, such as discounted cash flow techniques, with all significant inputs derived from or corroborated by observable market data.

*Level 3* – Uses inputs that are unobservable and are supported by little or no market activity and reflect the use of significant management judgment. These values are generally determined using pricing models for which the assumptions utilize management's estimates of market participant assumptions.

The tables below set forth, by level, the Company's financial assets that were accounted for at fair value as of December 28, 2024 and December 30, 2023. The tables do not include cash on hand and also do not include assets and liabilities that are measured at historical cost or any basis other than fair value. The carrying values for other current financial assets and liabilities, such as accounts receivable and accounts payable, approximate fair value due to the short maturity of such instruments. Long-term notes receivable approximate fair value because the Company charges its Retailers an interest rate and a significant portion of the notes have the Company's stock as collateral.

**ACE HARDWARE CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
(In millions)

| Items measured at fair value on a recurring basis | Carrying Value<br>Measured at Fair<br>Value |         |         |         |
|---------------------------------------------------|---------------------------------------------|---------|---------|---------|
|                                                   | December 28, 2024                           | Level 1 | Level 2 | Level 3 |
| <b>Assets:</b>                                    |                                             |         |         |         |
| Cash equivalents:                                 |                                             |         |         |         |
| Money market funds                                | \$ 2.7                                      | \$ 2.7  | \$ -    | \$ -    |
| Marketable securities:                            |                                             |         |         |         |
| Corporate fixed income securities                 | \$ 15.3                                     | \$ -    | \$ 15.3 | \$ -    |
| Mortgage-backed securities                        | 11.3                                        | -       | 11.3    | -       |
| U.S. government notes                             | 8.7                                         | 8.7     | -       | -       |
| Other                                             | 7.4                                         | -       | 7.4     | -       |
| Total marketable securities                       | \$ 42.7                                     | \$ 8.7  | \$ 34.0 | \$ -    |
| Other assets:                                     |                                             |         |         |         |
| Money market funds                                | \$ 2.7                                      | \$ 2.7  | \$ -    | \$ -    |
| Fixed income mutual funds                         | 15.5                                        | 15.5    | -       | -       |
| Equity mutual funds                               | 15.7                                        | 15.7    | -       | -       |
| Total other assets                                | \$ 33.9                                     | \$ 33.9 | \$ -    | \$ -    |

| Items measured at fair value on a recurring basis | Carrying Value<br>Measured at Fair<br>Value |         |         |         |
|---------------------------------------------------|---------------------------------------------|---------|---------|---------|
|                                                   | December 30, 2023                           | Level 1 | Level 2 | Level 3 |
| <b>Assets:</b>                                    |                                             |         |         |         |
| Cash equivalents:                                 |                                             |         |         |         |
| Money market funds                                | \$ 2.5                                      | \$ 2.5  | \$ -    | \$ -    |
| Marketable securities:                            |                                             |         |         |         |
| Corporate fixed income securities                 | \$ 22.4                                     | \$ -    | \$ 22.4 | \$ -    |
| Mortgage-backed securities                        | 14.8                                        | -       | 14.8    | -       |
| U.S. government notes                             | 4.4                                         | 4.4     | -       | -       |
| Other                                             | 7.8                                         | -       | 7.8     | -       |
| Total marketable securities                       | \$ 49.4                                     | \$ 4.4  | \$ 45.0 | \$ -    |
| Other assets:                                     |                                             |         |         |         |
| Money market funds                                | \$ 2.6                                      | \$ 2.6  | \$ -    | \$ -    |
| Fixed income mutual funds                         | 13.0                                        | 13.0    | -       | -       |
| Equity mutual funds                               | 14.7                                        | 14.7    | -       | -       |
| Total other assets                                | \$ 30.3                                     | \$ 30.3 | \$ -    | \$ -    |

The fair value of the Company's debt and equity securities exceeded cost by \$1.5 million at December 28, 2024, but was below cost by \$0.8 million at December 30, 2023. The realized and unrealized gains and losses on equity securities are recorded to Other income, net and the realized gain or loss on debt securities are recorded in the period in which the gain or loss occurs to Other income, net in the Consolidated Statement of Income. Unrealized gains and losses on debt securities are recorded as a component of Other comprehensive income (loss), net of tax. The Company has not recorded an allowance due to the unrealized losses being driven by the market factors related to increasing interest rates as opposed to credit factors. All debt securities are expected to reach par value at their maturity dates.



**ACE HARDWARE CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
(In millions)

Gross proceeds from the sale of money market, debt and equity securities and the related realized gains and losses for the fiscal years ended December 28, 2024, December 30, 2023 and December 31, 2022 were as follows:

|                       | <b>Years Ended</b>   |                      |                      |
|-----------------------|----------------------|----------------------|----------------------|
|                       | December 28,<br>2024 | December 30,<br>2023 | December 31,<br>2022 |
| Gross proceeds        | \$ 30.0              | \$ 43.2              | \$ 47.7              |
| Gross realized gains  | 0.3                  | 0.5                  | 1.2                  |
| Gross realized losses | (0.8)                | (1.2)                | (3.2)                |

Gross realized gains and losses were determined using the specific identification method. For the fiscal year ended December 28, 2024, the Company reclassified \$0.1 million of unrealized gains and \$0.8 million of unrealized losses on marketable securities that were recorded in AOCI as of December 30, 2023 into realized income. These amounts were recorded to Other income, net in the Consolidated Statements of Income.

The following table summarizes the contractual maturity distributions of the Company's debt securities at December 28, 2024. Actual maturities may differ from the contractual or expected maturities since borrowers may have the right to prepay obligations with or without prepayment penalties.

| <b>Fair value of available-for-sale debt securities</b> | Due in<br>One Year<br>or Less | Due After<br>One Year<br>through<br>Five<br>Years | Due After<br>Five Years<br>through<br>Ten Years | Due After<br>Ten Years | Total          |
|---------------------------------------------------------|-------------------------------|---------------------------------------------------|-------------------------------------------------|------------------------|----------------|
| Corporate fixed income securities                       | \$ 1.0                        | \$ 3.6                                            | \$ 5.1                                          | \$ 5.6                 | \$ 15.3        |
| Mortgage-backed securities                              | -                             | -                                                 | -                                               | 11.3                   | 11.3           |
| U.S. government notes                                   | 0.3                           | 7.7                                               | 0.6                                             | 0.1                    | 8.7            |
| Other                                                   | 1.5                           | 0.3                                               | 1.7                                             | 3.9                    | 7.4            |
| <b>Total</b>                                            | <b>\$ 2.8</b>                 | <b>\$ 11.6</b>                                    | <b>\$ 7.4</b>                                   | <b>\$ 20.9</b>         | <b>\$ 42.7</b> |

The Company's debt instruments are recorded at cost on the Consolidated Balance Sheets. The fair value of the Company's debt approximated carrying value at December 28, 2024. The estimated fair value of long-term debt is based on estimated rates for similar instruments and discounted cash flow analysis using the Company's weighted-average interest rate and is, therefore, classified as Level 3 within the fair value hierarchy.

**(14) Income Taxes**

Income tax benefit (expense) includes the following components:

|                                           | <b>Years Ended</b>   |                      |                      |
|-------------------------------------------|----------------------|----------------------|----------------------|
|                                           | December 28,<br>2024 | December 30,<br>2023 | December 31,<br>2022 |
| <b>Current:</b>                           |                      |                      |                      |
| Federal                                   | \$ (0.4)             | \$ 0.1               | \$ (9.1)             |
| State                                     | (0.9)                | (0.9)                | (2.6)                |
| Foreign                                   | (1.7)                | (1.2)                | (1.0)                |
| Current income tax expense                | (3.0)                | (2.0)                | (12.7)               |
| <b>Deferred:</b>                          |                      |                      |                      |
| Federal                                   | 4.3                  | 0.9                  | 3.6                  |
| State                                     | 1.0                  | 0.1                  | 0.1                  |
| Deferred income tax benefit               | 5.3                  | 1.0                  | 3.7                  |
| <b>Total income tax benefit (expense)</b> | <b>\$ 2.3</b>        | <b>\$ (1.0)</b>      | <b>\$ (9.0)</b>      |

**ACE HARDWARE CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
(In millions)

Income tax differs from the amount computed by applying the statutory U.S. Federal income tax rate of 21 percent for fiscal years ended December 28, 2024, December 30, 2023 and December 31, 2022 to pre-tax income because of the effect of the following items:

|                                              | <b>Years Ended</b>   |                      |                      |
|----------------------------------------------|----------------------|----------------------|----------------------|
|                                              | December 28,<br>2024 | December 30,<br>2023 | December 31,<br>2022 |
| Expected tax at U.S. Federal income tax rate | \$ (65.5)            | \$ (68.1)            | \$ (73.4)            |
| Patronage distribution deductions            | 70.5                 | 70.5                 | 67.9                 |
| Other, net expense                           | (2.7)                | (3.4)                | (3.5)                |
| Income tax benefit (expense)                 | <u>\$ 2.3</u>        | <u>\$ (1.0)</u>      | <u>\$ (9.0)</u>      |

Deferred income taxes reflect the tax effects of temporary differences between the carrying amounts of existing assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the Company's deferred tax assets and liabilities are as follows:

|                                                           | December 28,<br>2024 | December 30,<br>2023 |
|-----------------------------------------------------------|----------------------|----------------------|
| <b>Deferred tax assets:</b>                               |                      |                      |
| Foreign tax credits and other tax credit carryforwards    | \$ 11.7              | \$ 12.9              |
| Net operating loss carryforwards                          | 35.8                 | 16.8                 |
| Unearned insurance premium and loss reserves              | 1.9                  | 1.7                  |
| Allowance for doubtful accounts                           | 2.3                  | 2.1                  |
| Inventory reserves                                        | 4.7                  | 5.5                  |
| Deferred vendor rebates                                   | 17.7                 | 19.0                 |
| Accrued compensation and benefits expense                 | 25.3                 | 21.1                 |
| Net unrealized losses                                     | 0.4                  | 0.4                  |
| Leased assets                                             | 6.8                  | 6.9                  |
| Other reserves                                            | 5.1                  | 13.3                 |
| Total deferred tax assets                                 | 111.7                | 99.7                 |
| Less valuation allowance                                  | (18.8)               | (18.5)               |
| Deferred tax assets                                       | 92.9                 | 81.2                 |
| <b>Deferred tax liabilities:</b>                          |                      |                      |
| Depreciation and deferred gains on property and equipment | 25.1                 | 26.4                 |
| Amortization of intangibles                               | 8.0                  | 1.3                  |
| Prepaid expenses and deferred income                      | 5.9                  | 3.6                  |
| Inventory valuation                                       | 16.7                 | 17.9                 |
| Deferred tax liabilities                                  | 55.7                 | 49.2                 |
| Net deferred tax assets                                   | <u>\$ 37.2</u>       | <u>\$ 32.0</u>       |

Net deferred tax assets are included in Other assets on the Consolidated Balance Sheets.

At December 28, 2024, the Company has federal and state net operating loss carryforwards of \$164.6 million available for offset against future taxable income. The federal net operating loss can be carried forward indefinitely. For those states not conforming to the indefinite federal carryforward provisions, the state net operating losses can, generally, be carried forward through the 2044 tax year.

At December 28, 2024, the Company has foreign net operating loss carryforwards of \$44.2 million available for offset against future taxable income. A valuation allowance of \$11.0 million has been established against the foreign net operating losses as it is more likely than not that the benefit of the net operating losses will not be realized.

At December 28, 2024, the Company has foreign tax credits of \$3.9 million available to offset future tax expense. The foreign tax credits may be carried forward through the 2034 tax year.

**ACE HARDWARE CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
(In millions)

At December 28, 2024, the Company has state tax credit carryforwards of \$7.8 million available to offset future state income tax expense. The state tax credits may be carried forward to tax years 2025 through 2027. A valuation allowance of \$7.8 million has been established against certain state tax credits as it is more likely than not that the benefit of the tax credits will not be realized.

The federal income tax returns of the consolidated group are subject to examination by the Internal Revenue Service (“IRS”), generally for three years after the returns are filed. The 2020 through 2024 tax years remain subject to examination by the IRS. For state purposes, the 2019 through 2024 tax years remain subject to examination.

The Company recognizes interest and penalties related to uncertain tax positions in Income tax expense. Accrued interest and penalties included in the reserve for uncertain tax positions and recognized in income tax expense are immaterial. It is reasonably possible that the total amount of unrecognized tax benefits will increase or decrease within the next twelve months. The Company currently estimates that such increases and decreases will not be significant.

**(15) Capital Stock**

The Company’s classes of stock are described below (not in millions):

|                                                                  | <b>Number of Shares at</b>   |                              |
|------------------------------------------------------------------|------------------------------|------------------------------|
|                                                                  | <b>December 28,<br/>2024</b> | <b>December 30,<br/>2023</b> |
| Class A stock, voting, redeemable at par value:                  |                              |                              |
| Authorized                                                       | 10,000                       | 10,000                       |
| Issued and outstanding                                           | 2,586                        | 2,615                        |
| Class C stock, nonvoting, redeemable at not less than par value: |                              |                              |
| Authorized                                                       | 20,000,000                   | 10,000,000                   |
| Issued and outstanding                                           | 7,528,693                    | 7,226,176                    |
| Issuable as patronage distributions                              | 825,206                      | 897,317                      |

No dividends can be declared on any shares of any class of the Company’s stock.

Upon termination of the Company’s membership agreement with any retail outlet, all shares of stock of the Company held by the Retailer owning or controlling such outlet must be sold back to the Company, unless a transfer of such shares is made to another party accepted by the Company as a Retailer with respect to the same outlet. A single Class A share is issued to a Retailer only when the share subscribed has been fully paid and Class C shares are issued only when all shares subscribed with respect to a retail outlet have been fully paid. Additional stock subscribed in the accompanying consolidated financial statements represents the paid portion of stock subscribed for stores that have not opened. All shares of stock are currently issued and repurchased at par value.

**(16) Retirement Plans**

The Company and its subsidiaries maintain profit sharing and 401k retirement plans for substantially all employees. Amounts expensed under these plans totaled \$46.2 million, \$46.6 million and \$47.4 million during fiscal 2024, 2023 and 2022, respectively.

**(17) Supplemental Disclosures of Cash Flow Information**

During fiscal 2024, 2023 and 2022, accrued patronage distributions of \$60.4 million, \$42.2 million and \$31.6 million, respectively, were offset against Trade receivables and Notes receivable owed to the Company by its Retailers with no net impact in the Consolidated Statements of Cash Flows. In addition, the Company had \$12.9 million in patronage refund certificates which were included in Accounts payable pending payment as of December 28, 2024 and had no net impact in the Consolidated Statements of Cash Flows.

During fiscal 2024, 2023 and 2022, non-cash repurchases of stock from Retailers of \$44.4 million, \$39.7 million and \$40.8 million, respectively, were offset against Trade receivables of \$4.1 million, \$5.2 million and \$16.9 million, respectively, and Notes receivable of \$14.9 million, \$8.5 million and \$9.6 million, respectively. The remaining \$25.4 million, \$26.0 million and \$14.3 million, respectively, were primarily issued as notes payable with no net impact in the Consolidated Statements of Cash Flows.

The Company received \$6.9 million, \$9.8 million and \$11.3 million of property and equipment for fiscal years 2024, 2023 and 2022, respectively, prior to year-end and accrued for these items as no cash payments were made. These capital expenditures were not included in the Purchases of property and equipment in the Consolidated Statement of Cash Flows for fiscal years 2024, 2023 and 2022. The Company paid \$9.8 million, \$11.3 million and \$7.8 million for property and equipment for fiscal years 2024, 2023 and 2022 that was purchased and accrued during the years ended December 30, 2023, December 31, 2022 and January 1, 2022. These capital expenditures were included in the Purchases of property and equipment in the Consolidated Statement of Cash Flows for fiscal years 2024, 2023 and 2022.

**ACE HARDWARE CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
**(In millions)**

**(18) Cybersecurity Event**

On October 29, 2023, Ace was the subject of a targeted cybersecurity incident. The Company shut down most of its operating systems globally while managing the safety of its overall global systems environment and had limited ability to conduct operations, including arranging for shipments of freight and distributing product to its member Retailers.

For the year-ended December 30, 2023, the Company incurred \$8.6 million of expenses related to this cybersecurity incident to investigate and remediate the matter. During the year-ended December 28, 2024, the Company received an \$8.0 million insurance recovery related the 2023 incident, partially offsetting the expenses incurred.

## MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis summarizes the significant factors affecting Ace Hardware Corporation's ("the Company's") consolidated operating results and financial condition during the three-year period ended December 28, 2024 (the Company's fiscal years 2024, 2023 and 2022). Fiscal years 2024, 2023 and 2022 contain 52 weeks of operating results. Unless otherwise noted, all references herein for the years 2024, 2023 and 2022 represent fiscal years ended December 28, 2024, December 30, 2023 and December 31, 2022, respectively. This discussion and analysis should be read in conjunction with the consolidated financial statements and the related notes included in this annual report that have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP").

### Company Overview

The Company is a wholesaler of hardware and other related products and provides services and best practices for its member Retailers ("Retailers"). The overall home improvement industry is estimated to be approximately \$526 billion and consists of a broad range of products and services, including lawn and garden products, paint and sundries, certain building supplies and general merchandise typically used in connection with home and property improvement, remodeling, repair and maintenance. The industry is fragmented and competition exists between the large home improvement centers, retail hardware stores and other chains offering hardware merchandise. In addition, we face growing competition from online and multichannel retailers.

The Company's Retailers generally compete in the \$65 billion "convenience hardware" segment which is characterized by purchases primarily of products related to home maintenance and repair, including paint and related products, lawn and garden equipment, and those products less focused on large-scale building, renovation and remodeling projects. The Company believes that the following competitive strengths distinguish it from its peers and contribute to its success in the convenience hardware market: (1) strong consumer recognition of the Ace Brand; (2) well-regarded for exceptional customer service and convenience; (3) strength of distribution operations; (4) consolidated purchasing power; (5) differentiated and localized product and service offerings; and (6) a diversified network of independent retailers.

The Company strives to be the best provider of products, services and operating methods for convenience hardware retailers. The four main drivers that support that goal and the Company's efforts to grow the business are improving the store model, accelerating new store openings, increasing store projects that drive store sales and profitability and reducing the number of store closings.

Ace Hardware International Holdings, Ltd. ("AIH"), is a majority-owned and controlled subsidiary of the Company with a 21.1 percent noncontrolling interest held by AIH customers. AIH shareholders do not own shares of stock in the Company nor receive patronage dividends. AIH has wholesale distribution capabilities in Ningbo, China and Cuautitlán Izcalli, Mexico. AIH customers operate 822 stores in approximately 60 countries.

Ace Retail Holdings LLC ("ARH") is the owner of the 180-store Westlake Ace Hardware ("Westlake") and the 79-store Great Lakes Ace Hardware ("GLA") retail chains. As a result, the Company is also a retailer of hardware, paint and other related products.

Ace Wholesale Holdings LLC ("AWH") owns and operates Emery Jensen Distribution ("EJD"). EJD is a wholesaler of hardware, paint and other related products to non-member retailers.

Ace Services Holdings LLC ("ASH"), through its subsidiaries, operates Ace Hardware Home Services ("AHHS"), a provider of residential plumbing, heating, cooling and electric ("PHCE") services, and Ace Handyman Services, a franchisor of home improvement, maintenance and repair services.

### Worldwide Store Count

The number of worldwide Ace retail outlets during the past three fiscal years is summarized as follows:

|                                       | Fiscal Years |       |       |
|---------------------------------------|--------------|-------|-------|
|                                       | 2024         | 2023  | 2022  |
| Retail outlets at beginning of period | 5,870        | 5,746 | 5,583 |
| New retail outlets                    | 230          | 222   | 232   |
| Retail outlet cancellations           | (134)        | (98)  | (69)  |
| Retail outlets at end of period       | 5,966        | 5,870 | 5,746 |

## Worldwide Customer Count

The number of wholesale customers served worldwide during the past three fiscal years is summarized as follows:

|                                       | Fiscal Years |       |       |
|---------------------------------------|--------------|-------|-------|
|                                       | 2024         | 2023  | 2022  |
| Ace retail outlets                    | 5,966        | 5,870 | 5,746 |
| Non-member outlets                    | 2,994        | 2,985 | 3,007 |
| Total outlets served at end of period | 8,960        | 8,855 | 8,753 |

## Results of Operations

### Comparison of the Year Ended December 28, 2024 to the Year Ended December 30, 2023

The following data summarizes the Company's performance in fiscal 2024 as compared to fiscal 2023 (in millions):

|                                                                | 2024           |                   | 2023           |                   | Favorable/<br>(Unfavorable) |               |
|----------------------------------------------------------------|----------------|-------------------|----------------|-------------------|-----------------------------|---------------|
|                                                                | \$             | % of<br>Revenues* | \$             | % of<br>Revenues* | \$                          | %             |
| <b>Revenues:</b>                                               |                |                   |                |                   |                             |               |
| Wholesale revenues                                             | 8,666.0        | 91.3%             | 8,344.7        | 91.4%             | 321.3                       | 3.9%          |
| Retail revenues                                                | 825.4          | 8.7%              | 786.4          | 8.6%              | 39.0                        | 5.0%          |
| <b>Total revenues</b>                                          | <b>9,491.4</b> | <b>100.0%</b>     | <b>9,131.1</b> | <b>100.0%</b>     | <b>360.3</b>                | <b>3.9%</b>   |
| <b>Gross profit:</b>                                           |                |                   |                |                   |                             |               |
| Wholesale gross profit                                         | 1,170.4        | 13.5%             | 1,121.6        | 13.4%             | 48.8                        | 4.4%          |
| Retail gross profit                                            | 374.7          | 45.4%             | 356.3          | 45.3%             | 18.4                        | 5.2%          |
| <b>Total gross profit</b>                                      | <b>1,545.1</b> | <b>16.3%</b>      | <b>1,477.9</b> | <b>16.2%</b>      | <b>67.2</b>                 | <b>4.5%</b>   |
| <b>Operating expenses:</b>                                     |                |                   |                |                   |                             |               |
| Wholesale operating expenses                                   | 925.3          | 10.7%             | 830.7          | 10.0%             | (94.6)                      | (11.4%)       |
| Retail operating expenses                                      | 297.7          | 36.1%             | 280.1          | 35.6%             | (17.6)                      | (6.3%)        |
| Retail pre-opening expenses                                    | 4.8            | 0.6%              | 6.0            | 0.8%              | 1.2                         | 20.0%         |
| <b>Total operating expenses</b>                                | <b>1,227.8</b> | <b>12.9%</b>      | <b>1,116.8</b> | <b>12.2%</b>      | <b>(111.0)</b>              | <b>(9.9%)</b> |
| Operating income                                               | 317.3          | 3.4%              | 361.1          | 4.0%              | (43.8)                      | (12.1%)       |
| Interest expense                                               | (48.9)         | (0.5%)            | (38.4)         | (0.4%)            | (10.5)                      | (27.3%)       |
| Other income, net                                              | 46.6           | 0.4%              | 3.4            | 0.0%              | 43.2                        | 1270.6%       |
| <b>Net income attributable to Ace<br/>Hardware Corporation</b> | <b>315.0</b>   | <b>3.3%</b>       | <b>326.1</b>   | <b>3.6%</b>       | <b>(11.1)</b>               | <b>(3.4%)</b> |

\*Wholesale gross profit and expenses are shown as a percentage of wholesale revenues. Retail gross profit and expenses are shown as a percentage of retail revenues. Non-operating items are shown as a percentage of total revenues.

A reconciliation of consolidated revenues follows (in millions):

|                                                                                              | Amount            | % Change<br>vs. 2023 |
|----------------------------------------------------------------------------------------------|-------------------|----------------------|
| <b>2023 Revenues</b>                                                                         | <b>\$ 9,131.1</b> |                      |
| <i>Wholesale Merchandise Revenues change based on new and cancelled domestic Ace stores:</i> |                   |                      |
| Revenues increase from new stores added since January 2023                                   | 238.0             | 2.6%                 |
| Revenues decrease from stores cancelled since January 2023                                   | (32.9)            | (0.4%)               |
| Decrease in wholesale merchandise revenues to comparable domestic Ace stores                 | (35.2)            | (0.4%)               |
| Increase in wholesale service revenues from domestic Ace stores                              | 66.4              | 0.7%                 |
| Increase in AWH wholesale revenues                                                           | 22.0              | 0.3%                 |
| Decrease in AIH wholesale revenues                                                           | (1.0)             | (0.0%)               |
| Increase in ASH service revenues                                                             | 46.1              | 0.5%                 |
| Increase in Acehardware.com revenues                                                         | 48.3              | 0.5%                 |
| Increase in ARH retail revenues                                                              | 39.0              | 0.4%                 |
| Other revenue changes, net                                                                   | (30.4)            | (0.3%)               |
| <b>2024 Revenues</b>                                                                         | <b>\$ 9,491.4</b> | <b>3.9%</b>          |

Consolidated revenues for the year ended December 28, 2024 totaled \$9.5 billion, an increase of \$360.3 million, or 3.9 percent, as compared to the prior year.

Total wholesale revenues were \$8.7 billion for fiscal 2024, an increase of \$321.3 million or 3.9 percent, as compared to the prior year. Increases were seen across many departments with outdoor power equipment, grilling, power tools and generators showing the largest gains. New domestic Ace stores are defined as stores that were activated from January 2023 through December 2024. In 2024, the Company had an increase in wholesale merchandise revenues from new domestic Ace stores of \$238.0 million. This increase was partially offset by a decrease in wholesale merchandise revenues due to domestic Ace store cancellations of \$32.9 million. As a result, the Company realized a net increase in wholesale merchandise revenues of \$205.1 million related to the impact of both new Ace stores affiliated with the Company and from stores that cancelled their membership in 2023 and 2024. Wholesale merchandise revenues to comparable domestic Ace stores decreased \$35.2 million compared to the prior year. Warehouse sales represented 77.2 percent of wholesale merchandise revenue in 2024 compared to 78.2 percent in 2023, while direct ship sales were 22.8 percent, up from 21.8 percent in 2023.

AWH wholesale revenues were \$480.5 million during fiscal 2024. This is an increase of \$22.0 million from fiscal 2023, which was primarily due to higher sales to e-commerce and pro lumber customers.

AIH wholesale revenues were \$215.0 million during fiscal 2024. This is a decrease of \$1.0 million from fiscal 2023.

ASH wholesale revenues were \$171.8 million during fiscal 2024. This is an increase of \$46.1 million from fiscal 2023 due to the inclusion of a full year of revenues from UIC during fiscal 2024. UIC was acquired on April 12, 2023.

Revenues from Acehardware.com were \$382.3 million during fiscal 2024. This is an increase of \$48.3 million from fiscal 2023.

Total retail revenues from ARH were \$825.4 million, an increase of \$39.0 million, or 5.0 percent, as compared to the prior year. The GLA chain experienced a 0.7 percent increase in same-store-sales, while the Westlake chain experienced a 0.7 percent decrease in same-store-sales in fiscal 2024. The new stores opened by ARH in 2023 and 2024 contributed \$42.5 million of incremental revenues during fiscal 2024.

Wholesale gross profit for fiscal 2024 was \$1.2 billion, an increase of \$48.8 million from fiscal 2023. The wholesale gross margin percentage was 13.5 percent of wholesale revenues in fiscal 2024, up slightly from 13.4 percent in fiscal 2023.

Retail gross profit for fiscal 2024 was \$374.7 million, an increase of \$18.4 million from fiscal 2023. The retail gross margin percentage was 45.4 percent of retail revenues in fiscal 2024, up slightly from 45.3 percent in fiscal 2023. For ARH, retail gross profit as reported in the Ace financial statements is based on the Ace wholesale acquisition cost of product, not ARH's acquisition cost which includes a markup from the Company.

Wholesale operating expenses increased \$94.6 million, or 11.4 percent in fiscal 2024, as compared to fiscal 2023. This increase is due to a \$59.8 million increase in marketing and advertising spending, higher compensation benefit expense and a full year of operating expenses from UIC in 2024 compared to a partial year in 2023. As a percentage of wholesale revenues, wholesale operating expenses increased to 10.7 percent of wholesale revenues in fiscal 2024 from 10.0 percent of wholesale revenues in fiscal 2023.

Retail operating expenses increased \$17.6 million, or 6.3 percent in fiscal 2024, as compared to fiscal 2023. The increase is driven by expenses incurred related to new stores added in 2023 and 2024. Retail operating expenses as a percentage of retail revenue increased to 36.1 percent of retail revenues in fiscal 2024 from 35.6 percent in fiscal 2023.

Interest expense increased \$10.5 million compared to fiscal 2023 due to higher average borrowings.

Other income increased \$43.2 million compared to fiscal 2023 due to a \$17.8 million gain on sale of the Company's RSC located in Little Rock, Arkansas and an insurance recovery of approximately \$8.0 million of the \$8.6 million of expenses the Company recorded in 2023 related to the cybersecurity incident.

**Comparison of the Year Ended December 30, 2023 to the Year Ended December 31, 2022**

The following data summarizes the Company's performance in fiscal 2023 as compared to fiscal 2022 (in millions):

|                                                                | 2023           |                   | 2022           |                   | Favorable/<br>(Unfavorable) |               |
|----------------------------------------------------------------|----------------|-------------------|----------------|-------------------|-----------------------------|---------------|
|                                                                | \$             | % of<br>Revenues* | \$             | % of<br>Revenues* | \$                          | %             |
| <b>Revenues:</b>                                               |                |                   |                |                   |                             |               |
| Wholesale revenues                                             | 8,344.7        | 91.4%             | 8,372.3        | 91.3%             | (27.6)                      | (0.3%)        |
| Retail revenues                                                | 786.4          | 8.6%              | 797.5          | 8.7%              | (11.1)                      | (1.4%)        |
| <b>Total revenues</b>                                          | <b>9,131.1</b> | <b>100.0%</b>     | <b>9,169.8</b> | <b>100.0%</b>     | <b>(38.7)</b>               | <b>(0.4%)</b> |
| <b>Gross profit:</b>                                           |                |                   |                |                   |                             |               |
| Wholesale gross profit                                         | 1,121.6        | 13.4%             | 1,003.5        | 12.0%             | 118.1                       | 11.8%         |
| Retail gross profit                                            | 356.3          | 45.3%             | 357.9          | 44.9%             | (1.6)                       | (0.4%)        |
| <b>Total gross profit</b>                                      | <b>1,477.9</b> | <b>16.2%</b>      | <b>1,361.4</b> | <b>14.8%</b>      | <b>116.5</b>                | <b>8.6%</b>   |
| <b>Operating expenses:</b>                                     |                |                   |                |                   |                             |               |
| Wholesale operating expenses                                   | 830.7          | 10.0%             | 730.1          | 8.7%              | (100.6)                     | (13.8%)       |
| Retail operating expenses                                      | 280.1          | 35.6%             | 287.5          | 36.1%             | 7.4                         | 2.6%          |
| Retail pre-opening expenses                                    | 6.0            | 0.8%              | 1.9            | 0.2%              | (4.1)                       | (215.8%)      |
| <b>Total operating expenses</b>                                | <b>1,116.8</b> | <b>12.2%</b>      | <b>1,019.5</b> | <b>11.1%</b>      | <b>(97.3)</b>               | <b>(9.5%)</b> |
| Operating income                                               | 361.1          | 4.0%              | 341.9          | 3.7%              | 19.2                        | 5.6%          |
| Interest expense                                               | (38.4)         | (0.4%)            | (19.2)         | (0.2%)            | (19.2)                      | (100.0%)      |
| Other income, net                                              | 3.4            | 0.0%              | 19.0           | 0.2%              | (15.6)                      | (82.1%)       |
| <b>Net income attributable to Ace<br/>Hardware Corporation</b> | <b>326.1</b>   | <b>3.6%</b>       | <b>341.7</b>   | <b>3.7%</b>       | <b>(15.6)</b>               | <b>(4.6%)</b> |

\*Wholesale gross profit and expenses are shown as a percentage of wholesale revenues. Retail gross profit and expenses are shown as a percentage of retail revenues. Non-operating items are shown as a percentage of total revenues.

A reconciliation of consolidated revenues follows (in millions):

|                                                                                              | Amount            | % Change<br>vs. 2022 |
|----------------------------------------------------------------------------------------------|-------------------|----------------------|
| <b>2022 Revenues</b>                                                                         | <b>\$ 9,169.8</b> |                      |
| <i>Wholesale Merchandise Revenues change based on new and cancelled domestic Ace stores:</i> |                   |                      |
| Revenues increase from new stores added since January 2022                                   | 207.2             | 2.3%                 |
| Revenues decrease from stores cancelled since January 2022                                   | (43.5)            | (0.5%)               |
| Decrease in wholesale merchandise revenues to comparable domestic Ace stores                 | (333.8)           | (3.7%)               |
| Increase in wholesale service revenues from domestic Ace stores                              | 14.2              | 0.2%                 |
| Decrease in AWH wholesale revenues                                                           | (20.1)            | (0.2%)               |
| Decrease in AIH wholesale revenues                                                           | (7.6)             | (0.1%)               |
| Increase in ASH service revenues                                                             | 109.0             | 1.2%                 |
| Increase in Acehardware.com revenues                                                         | 31.5              | 0.3%                 |
| Decrease in ARH retail revenues                                                              | (0.6)             | (0.0%)               |
| Other revenue changes, net                                                                   | 5.0               | 0.1%                 |
| <b>2023 Revenues</b>                                                                         | <b>\$ 9,131.1</b> | <b>(0.4%)</b>        |

Consolidated revenues for the year ended December 30, 2023 totaled \$9.1 billion, a decrease of \$38.7 million, or 0.4 percent, as compared to the prior year.

Total wholesale revenues were \$8.3 billion for fiscal 2023, a decrease of \$27.6 million or 0.3 percent, as compared to the prior year. Decreases were seen across many departments with plumbing, grilling and outdoor power equipment showing the largest declines. New domestic Ace stores are defined as stores that were activated from January 2022 through December 2023. In 2023, the Company had an increase in wholesale merchandise revenues from new domestic Ace stores of \$207.2 million. This increase was partially offset by a decrease in wholesale merchandise revenues due to domestic Ace store cancellations of \$43.5 million. As a result, the Company realized a net increase in wholesale merchandise revenues of \$163.7 million related to the impact of both new Ace stores affiliated with the Company and from stores that cancelled their membership in 2022 and 2023. Wholesale merchandise revenues to comparable domestic Ace stores decreased \$333.8 million compared to the prior year. Warehouse sales represented 78.2 percent of wholesale merchandise revenue in 2023 compared to 78.3 percent in 2022, while direct ship sales were 21.8 percent, up from 21.7 percent in 2022.



AWH wholesale revenues were \$458.5 million during fiscal 2023. This is a decrease of \$20.1 million from fiscal 2022, which was primarily due to lower sales to paint, hardware and e-commerce customers.

AIH wholesale revenues were \$216.0 million during fiscal 2023. This is a decrease of \$7.6 million from fiscal 2022 due entirely to a decline in sales to AIH's largest customer.

ASH wholesale revenues were \$125.7 million during fiscal 2023. This is an increase of \$109.0 million from fiscal 2022 due to the acquisition of UIC during the second quarter of 2023, which contributed \$99.5 million of incremental revenues during fiscal 2023.

Revenues from Acehardware.com were \$334.0 million during fiscal 2023. This is an increase of \$31.5 million from fiscal 2022.

Total retail revenues were \$786.4 million, a decrease of \$11.1 million, or 1.4 percent, as compared to the prior year. Retail revenues were negatively impacted by the closure of The Grommet during the third quarter of 2022, resulting in the absence of revenues from Ace Ecommerce Holdings ("AEH") in 2023, compared with \$10.5 million in the prior year. ARH revenues decreased \$0.6 million or 0.1 percent from the prior year. The Westlake chain experienced a 1.8 percent decrease in same-store-sales, while the GLA chain experienced a 4.2 percent decrease in same-store-sales in fiscal 2023. The new stores opened by ARH in 2022 and 2023 contributed \$17.8 million of incremental revenues during fiscal 2023.

Wholesale gross profit for fiscal 2023 was \$1.1 billion, an increase of \$118.1 million from fiscal 2022. The wholesale gross margin percentage was 13.4 percent of wholesale revenues in fiscal 2023, up from 12.0 percent in fiscal 2022. The increase in wholesale gross margin percentage was primarily due to the reversal of last-in, first-out ("LIFO") from an expense in fiscal 2022 when vendor prices were rising, to LIFO income in fiscal 2023 when inflation moderated and inventory levels declined.

Retail gross profit for fiscal 2023 was \$356.3 million, a decrease of \$1.6 million from fiscal 2022. The retail gross margin percentage was 45.3 percent of retail revenues in fiscal 2023, up from 44.9 percent in fiscal 2022. This increase in gross margin percentage primarily resulted from vendor funds earned related to new store openings. For ARH, retail gross profit as reported in the Ace financial statements is based on the Ace wholesale acquisition cost of product, not ARH's acquisition cost which includes a markup from the Company.

Wholesale operating expenses increased \$100.6 million, or 13.8 percent in fiscal 2023, as compared to fiscal 2022. This increase is primarily due to the acquisition of UIC during the second quarter of 2023, which contributed \$49.5 million of incremental operating expenses in fiscal 2023, increased lease expense driven by additional warehouse space, increased marketing and advertising expenses, increased depreciation expense and higher health insurance expenses. As a percentage of wholesale revenues, wholesale operating expenses increased to 10.0 percent of wholesale revenues in fiscal 2023 from 8.7 percent of wholesale revenues in fiscal 2022.

Retail operating expenses decreased \$7.4 million, or 2.6 percent in fiscal 2023, as compared to fiscal 2022. This decrease was driven by the closure of The Grommet during the third quarter of 2022, resulting in the absence of operating expenses from AEH in fiscal 2023. Retail operating expenses as a percentage of retail revenue decreased to 35.6 percent of retail revenues in fiscal 2023 from 36.1 percent in fiscal 2022.

Retail pre-opening expenses increased \$4.1 million in fiscal 2023 due to an increase in new stores opened by ARH in 2023 compared to 2022.

Interest expense increased \$19.2 million compared to fiscal 2022 due to increased borrowings for the acquisition of UIC and higher interest rates.

Other income, net decreased \$15.6 million compared to fiscal 2022 due to a \$21.7 million gain on sale of the Company's RSC located in Gainesville, Georgia during 2022 and \$8.6 million of expenses incurred in 2023 related to a cybersecurity incident; partially offset by an \$8.0 million decrease in income tax expense.

## Liquidity and Capital Resources

The Company believes that existing cash balances, along with the existing lines of credit and long-term financing, will be sufficient to finance the Company's working capital requirements, debt service, patronage distributions, capital expenditures, share redemptions from Retailer cancellations and growth initiatives for at least the next 12 months.

The Company's borrowing requirements have historically arisen from, and are expected to continue to arise from, seasonal working capital needs, debt service, capital improvements and acquisitions, patronage distributions and other general corporate purposes. In the past, the Company has met its operational cash needs using cash flows from operating activities and funds from its revolving credit facilities. The Company currently estimates that its cash flows from operating activities and working capital, together with its lines of credit, will be sufficient to fund its short-term liquidity needs. Actual liquidity and capital funding requirements depend on numerous factors, including operating results, general economic conditions and the cost of capital.

The Company has a \$1.1 billion line of credit facility. The facility is expandable to \$1.4 billion through a \$300.0 million accordion that is exercisable without the consent of existing lenders provided that the Company is not in default of the credit agreement and further provided that none of the existing lenders are required to provide any portion of the increased facility. At the Company's discretion, borrowings under the credit facility bear interest at a rate of either 25 to 100 basis points over the prime rate or 125 to 200 basis points over the Secured Overnight Financing Rate ("SOFR"), depending on the Company's leverage ratio. The credit facility was priced at SOFR plus 150 basis points at December 28, 2024. Fees on the unused portion of the line of credit range from 17.5 to 27.5 basis points depending on the Company's leverage ratio. The credit facility expires on January 24, 2028. As of December 28, 2024, the Company was in compliance with its covenants and had \$216.5 million in borrowings outstanding under the credit facility.

The credit facility includes a \$175.0 million sublimit for the issuance of standby and commercial letters of credit. As of December 28, 2024, a total of \$37.3 million in letters of credit were outstanding.

The credit facility allows the Company to make revolving loans and other extensions of credit to AIH in an aggregate principal amount not to exceed \$100.0 million at any time. As of December 28, 2024, there were no loans or other extensions of credit provided to AIH.

The Company's Westlake subsidiary has a \$125.0 million asset-based revolving credit facility ("Westlake Facility") that expires on August 3, 2026. The facility is expandable to \$150.0 million through a \$25.0 million accordion that is exercisable without the consent of existing lenders provided that the Company is not in default of the credit agreement and further provided that none of the existing lenders are required to provide a portion of the increased facility. Under this facility, Westlake has the right to issue letters of credit up to a maximum of \$7.5 million. Borrowings under this facility bear interest at a rate of either the prime rate plus an applicable spread of 25 to 50 basis points or SOFR plus an applicable spread of 135 to 160 basis points, depending on Westlake's average availability under the Westlake Facility as measured on a trailing 12-month basis. The Westlake Facility was priced at SOFR plus 135 basis points at December 28, 2024.

The Westlake Facility is collateralized by substantially all of Westlake's tangible and intangible assets. Borrowings under the facility are subject to a borrowing base calculation consisting of certain advance rates applied to eligible collateral balances (primarily consisting of certain receivables and inventories). This agreement requires maintenance of certain financial covenants including a minimum fixed charge coverage ratio. As of December 28, 2024, Westlake was in compliance with its covenants and had \$60.1 million in borrowings outstanding under the Westlake Facility.

The Westlake Facility includes a lender-controlled cash concentration system that results in all of Westlake's daily available cash being applied to the outstanding borrowings under their facility. Pursuant to FASB Accounting Standards Codification Section 470-10-45, "Classification of Revolving Credit Agreements Subject to Lock-Box Arrangements and Subjective Acceleration Clauses," all borrowings under the Westlake Facility are classified as a Current maturity of long-term debt.

As of December 28, 2024, total debt was \$327.1 million and was comprised of \$276.6 million borrowed on lines of credit and \$50.5 million owed to former Retailers. As of December 30, 2023, total debt of \$408.3 million was comprised of \$362.0 million borrowed on lines of credit and \$46.3 million owed to former Retailers.

## Cash Flows

The Company had \$36.3 million and \$31.9 million of cash and cash equivalents at December 28, 2024 and December 30, 2023, respectively. Following is a summary of the Company's cash flows from operating, investing and financing activities for fiscal years 2024 and 2023, respectively (in millions):

|                                                                                | 2024     | 2023     |
|--------------------------------------------------------------------------------|----------|----------|
| Cash provided by operating activities before changes in assets and liabilities | \$ 433.5 | \$ 457.4 |
| Net changes in assets and liabilities                                          | 114.6    | (93.6)   |
| Net cash provided by operating activities                                      | 548.1    | 363.8    |
| Net cash used in investing activities                                          | (222.8)  | (502.3)  |
| Net cash (used in) provided by financing activities                            | (320.9)  | 141.9    |
| Net change in cash and cash equivalents                                        | \$ 4.4   | \$ 3.4   |

The Company's operating activities generated \$548.1 million of cash in fiscal 2024 compared to \$363.8 million in fiscal 2023. Excluding the impact of net changes in assets and liabilities, cash provided by operating activities decreased from \$457.4 million in fiscal 2023 to \$433.5 million in fiscal 2024. The \$23.9 million decrease was driven by the \$9.3 million decrease in net income and a non-operating gain recognized in fiscal 2024.

The net change in assets and liabilities provided \$114.6 million of cash in fiscal year 2024 compared to \$93.6 million used in fiscal year 2023. The net change was driven by an increase in accounts payable and accrued expenses; partially offset by an increase in accounts receivable. Accounts payable and accrued expenses increased \$149.7 million during fiscal 2024 compared to a decrease of \$104.7 million during fiscal 2023. The increase in accounts payable and accrued expenses was due to higher vendor purchases driven by higher sales volumes. Accounts receivable increased \$78.5 million during fiscal 2024 compared to an increase of \$55.4 million during fiscal 2023. The higher increase in accounts receivable was due to higher sales volumes.

Net cash used for investing activities was \$222.8 million in fiscal 2024 compared to \$502.3 million in fiscal 2023. Investing activities in fiscal 2024 consisted of \$155.4 million in capital expenditures, \$58.6 million paid to acquire businesses and a \$37.3 million increase in notes receivable for Retailer loan programs; partially offset by \$22.7 million of proceeds from the sale of the Company's RSC located in Little Rock, Arkansas. Investing activities in fiscal 2023 consisted of \$309.7 million in cash paid for acquisitions to support the growth of the Ace Home Services business and \$164.6 million in capital expenditures.

Net cash used in financing activities was \$320.9 million in fiscal 2024 compared to \$141.9 million provided in fiscal 2023. During 2024, the Company paid \$137.1 million for the cash portion of the 2023 patronage distribution, paid down borrowings under its revolving credit facilities by \$85.3 million, made principal payments on finance leases of \$40.3 million, paid \$22.9 million on patronage refund certificates and made payments on long-term debt of \$21.1 million. During 2023, the Company had \$362.0 million of net borrowings under its revolving credit facilities, paid \$133.1 million for the cash portion of the 2022 patronage distribution, made principal payments on finance leases of \$28.3 million, paid \$26.7 million on patronage refund certificates and made payments on long-term debt of \$17.8 million.

## Off-Balance Sheet Arrangements

The Company has certain other guarantees, as further described in the Notes to the Consolidated Financial Statements – Note 12 – Commitments and Contingencies. The Company believes the likelihood of any such payment under these guarantees is remote.

## Application of Critical Accounting Policies and Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses in the consolidated financial statements. On an ongoing basis, the Company evaluates its estimates and judgments based on historical experience and various other factors that are believed to be reasonable under the circumstances. Actual results may differ from these estimates, and these estimates would vary under different assumptions or conditions. Management believes these estimates and assumptions are reasonable.

The Company annually reviews its financial reporting and disclosure practices and accounting policies to ensure that they provide accurate and comprehensive information relative to the current economic and business environment. The Company's significant accounting policies are described in the Notes to the Consolidated Financial Statements. The following represents those critical accounting policies which involve a relatively higher degree of judgment, estimation and complexity and where materially different amounts could be reported under different conditions or using different assumptions.

*Valuation of Inventories* When necessary, the Company provides allowances to adjust the carrying value of inventories to the lower of cost or market, including costs to sell or dispose of surplus or damaged/obsolete inventory, and for estimated shrinkage. Estimates of the future demand for the Company's products are key factors used by management in assessing the net realizable value of the inventories. While management believes that the estimates used are appropriate, an unanticipated decline in revenues at retail outlets or a significant decline in demand for products in selected product categories could result in valuation adjustments.

*Vendor Funds* The Company receives funds from vendors in the normal course of business principally as a result of purchase volumes, revenues or promotions of vendors' products. Based on the provisions of the vendor agreements in place, management develops accrual rates by estimating the point at which the Company will have completed its performance under the agreement and the amount agreed upon will be earned. Amounts accrued throughout the year can be impacted if actual purchase volumes differ from projected annual purchase volumes, especially in the case of programs that provide for increased funding when graduated purchase volumes are met. At year-end, the accrual reflects actual purchases made throughout the year.

Vendor funds are treated as a reduction of inventory cost, unless they represent a reimbursement of specific, incremental and identifiable costs incurred by the customer to sell the vendor's product, in which case the costs would be netted. The majority of the vendor funds that the Company receives do not meet the specific, incremental and identifiable criteria. Therefore, the Company treats a majority of these funds as a reduction in the cost of inventory as the amounts are accrued and recognized as a reduction of cost of revenues when the inventory is sold.

*Allowance for Expected Credit Losses* The Company estimates an allowance for credit losses related to future expected losses by using relevant information such as historical collection statistics, current customer credit information, the current economic environment, the aging of receivables, the evaluation of compliance with lending covenants and the offsetting amounts due to Retailers for stock, notes, interest and anticipated but unpaid patronage distributions. Significant past due accounts are reserved on a specific identification basis. For the remainder of the accounts, the allowance is evaluated on a pool basis for accounts with similar risk characteristics and a loss-rate for each pool is determined using current conditions and historical credit loss statistics. The Company considers accounts and notes receivable past due if invoices remain unpaid past their due date and provides for the write-off of uncollectible receivables after exhausting all commercially reasonable collection efforts. While the Company believes it has appropriately considered known or expected outcomes, its customers' ability to pay their obligations, including those to the Company, could be adversely affected by declining revenues at retail resulting from such factors as contraction in the economy or competitive conditions in the wholesale and retail industry including increased competition from omni-channel retailers, discount stores, chain stores and other mass merchandisers.

*Insurance Reserves* Insurance reserves for claims related to the Company's self-insured property, general liability, workers' compensation and auto liability insurance programs are dependent on assumptions used in calculating such amounts. These assumptions include projected ultimate losses and confidence levels of the reserve requirement and consider historical loss levels and other factors. While management believes that the assumptions used are appropriate, differences in actual claims experience or changes in assumptions may affect the Company's insurance reserves.

*Goodwill* Goodwill represents the excess of the cost of an acquired business over the fair value of net tangible assets acquired and identified intangible assets. Goodwill is not amortized but is tested for impairment at a reporting unit level on an annual basis or more frequently, if circumstances change or an event occurs that would more likely than not reduce the fair value of a reporting unit below its carrying amount.

Qualitative factors may be assessed to determine whether it is more likely than not that the fair value of the reporting unit is less than its carrying amount. If an election is made to not perform the qualitative assessment, or the qualitative assessment indicates that the carrying amount is more likely than not higher than the fair value, goodwill is tested for impairment. If the fair value of a reporting unit exceeds its carrying amount, goodwill of the reporting unit is considered not impaired. If the carrying amount of a reporting unit exceeds its fair value, an impairment loss shall be recognized in an amount equal to that excess.

Significant judgment is applied when goodwill is assessed for impairment. This judgment includes developing cash flow projections, selecting appropriate discount rates, identifying relevant market comparables, incorporating general economic and market conditions and selecting an appropriate control premium. The income approach is based on discounted cash flows, which are derived from internal forecasts and economic expectations for each respective reporting unit.

The Company tests reporting units for impairment annually as of the first day of the fourth quarter, or more frequently if events or circumstances indicate it is more likely than not that the fair value of a reporting unit is less than its carrying value. No goodwill impairment charge was recorded during fiscal years 2024 and 2023.

### ***Impact of New Accounting Standards***

There are no recently issued applicable accounting pronouncements that are not yet effective that are expected to have a material impact on consolidated results of operations, consolidated financial condition, or consolidated cash flows.

### **Qualitative and Quantitative Disclosure About Market Risk**

*Inflation and Changes in Prices* The Company's business is not generally governed by contracts that establish prices substantially in advance of the receipt of goods or services. As vendors increase or decrease their prices for merchandise supplied to the Company, the Company generally increases or decreases the price to its customers in an equal amount plus the normal handling charge on such amounts. The U.S. economy experienced a significant increase in inflation as the prices of raw materials and freight negatively impacted the costs the Company pays to acquire products. For the most part, the Company was able to offset the effect of increased costs by passing along cost increases to the Company's customers. Although inflation has slowed, the Company is unable to

ensure that a future increase in inflation will be able to be passed on to its customers through increased prices. If these increases cannot be passed to our customers, our financial condition, results of operations, liquidity, and cash flows may be negatively affected.

*Foreign Currency* Although the Company has international operating entities, its exposure to foreign currency rate fluctuations is not significant to its financial condition and results of operations.

*Customer Credit Risk* The Company is exposed to the risk of financial non-performance by customers. The Company's ability to collect on sales to its customers is dependent on the liquidity of its customer base. Volatility in credit markets may reduce the liquidity of the Company's customer base. To manage customer credit risk, the Company monitors historical collection statistics, current retailer credit information, the current economic environment, the aging of receivables, the evaluation of compliance with lending covenants and the offsetting amounts due to Retailers for stock, notes, interest and anticipated but unpaid patronage distributions. From certain customers, the Company also obtains collateral as considered necessary to reduce risk of loss. The Company does not believe the loss of any single customer would have a material adverse effect on its results of operations.

*Interest Rate Volatility* The Company has exposure to fluctuations in interest rates on its floating rate debt. The Company believes that its exposure to interest rate fluctuations is not significant to its financial condition and results of operations.

### **Certain Other Risks**

The Company relies extensively on information technology systems, some of which are managed or provided by third-party service providers, to analyze, process, store, manage and protect transactions and data. In managing the business, the Company also relies heavily on the integrity of, security of and consistent access to this data for information such as customer data, merchandise planning and inventory replenishment, supplier purchases, sales to Retailers, warehousing, distribution, inventory control, and various corporate-level financial and other functions including communication with the Retailers. The Company's systems and the systems managed by third parties are subject to damage or interruption from a number of causes, including power outages; computer and telecommunications failures; computer viruses; security breaches or cyber-attacks. Although the Company and the third-party service providers seek to maintain the Company's respective systems effectively and to successfully address the risk of compromise of the integrity, security and consistent operations of these systems, such efforts may not be successful. If the Company's or our service providers' systems are damaged, breached or cease to function properly, this could significantly disrupt the Company's operations and be costly, time consuming and resource-intensive to remedy.

The Company and its third-party system providers receive, collect and store personally identifiable, confidential, proprietary and other information from our vendors, customers and employees so that they may, among other things, purchase products or services and enroll in promotional programs. Any breach of the Company's or its third-party system providers' security could result in significant costs to protect any customers, vendors, employees, and other parties whose personal data is compromised. Loss of customer, supplier, employee or other business information could disrupt operations, damage the Company's reputation and expose the Company to claims from customers, vendors, financial institutions, regulators, payment card associations, employees and others, any of which could have a material adverse effect on the Company, its financial condition and results of operations.

The Company imports inventory from manufacturers outside the United States, particularly in Asia. Importing involves risks including duties, tariffs, quotas on imported merchandise and potential disruptions resulting from geopolitical problems in countries from which merchandise is imported. Our ability to manage the importing of goods from overseas, their production, timing of deliveries and U.S. Customs-related compliance is an important component of our merchandising strategy. Geopolitical issues and military conflicts outside of the United States may increase the likelihood of supply chain interruptions and have a negative impact on our import activities.

The Company continues to monitor these market forces and risks but cannot reasonably predict the long-term impacts of these evolving developments.

### **Disclosure Regarding Forward-Looking Statements**

This document includes certain forward-looking statements about the expectations of the Company. Although the Company believes these statements are based on reasonable assumptions, actual results may vary materially from stated expectations. Such forward-looking statements may be identified by the use of forward-looking words or phrases such as "anticipate," "believe," "expect," "intend," "may," "planned," "potential," "should," "will," "would," "project," "estimate," "ultimate," or similar phrases. Actual results may differ materially from those indicated in the Company's forward-looking statements and undue reliance should not be placed on such statements.

Factors that could cause materially different results include, but are not limited to, weather conditions, natural disasters, civil unrest; pandemics; acts of terrorism; fair value accounting adjustments; inventory valuation; health care costs; insurance costs or recoveries; legal costs; borrowing needs; interest rates; credit conditions; economic and market conditions; increases in fuel costs; accidents, leaks, equipment failures, ransomware attacks, cybersecurity incidents, technology disruptions and other operating risks; legislative actions; change in tax laws and tax rulings or audit results; asset sales; ineffective integration of acquired businesses; significant unplanned capital needs; changes in accounting principles, interpretations, methods, judgments or estimates; performance of

major customers; reliance on third-party transporters, suppliers and contractors and interruption of product supply or increases in product costs; labor relations, increased labor costs and continued access to qualified labor.

Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this report. The Company undertakes no obligation to publicly release any revision to these forward-looking statements to reflect events or circumstances after the date of this report.

## FIVE YEAR SUMMARY OF EARNINGS AND DISTRIBUTIONS

|                                                     | Years Ended                        |                                    |                                    |                                  |                                  |
|-----------------------------------------------------|------------------------------------|------------------------------------|------------------------------------|----------------------------------|----------------------------------|
|                                                     | December 28,<br>2024<br>(52 Weeks) | December 30,<br>2023<br>(52 Weeks) | December 31,<br>2022<br>(52 Weeks) | January 1,<br>2022<br>(52 Weeks) | January 2,<br>2021<br>(53 Weeks) |
| Revenues                                            | \$ 9,491.4                         | \$ 9,131.1                         | \$ 9,169.8                         | \$ 8,594.2                       | \$ 7,762.7                       |
| Cost of revenues                                    | 7,946.3                            | 7,653.2                            | 7,808.4                            | 7,299.8                          | 6,549.2                          |
| Gross profit                                        | 1,545.1                            | 1,477.9                            | 1,361.4                            | 1,294.4                          | 1,213.5                          |
| Total operating and other expenses, net             | 1,230.1                            | 1,151.8                            | 1,019.7                            | 963.7                            | 895.9                            |
| Net income attributable to Ace Hardware Corporation | \$ 315.0                           | \$ 326.1                           | \$ 341.7                           | \$ 330.7                         | \$ 317.6                         |

### Distribution of net income:

|                                                     |          |          |          |          |          |
|-----------------------------------------------------|----------|----------|----------|----------|----------|
| Patronage distributions to third party Retailers    | \$ 335.6 | \$ 335.7 | \$ 323.6 | \$ 294.1 | \$ 275.4 |
| Net (loss) income of non-patronage activities       | (20.6)   | (9.6)    | 18.1     | 36.6     | 42.2     |
| Net income attributable to Ace Hardware Corporation | \$ 315.0 | \$ 326.1 | \$ 341.7 | \$ 330.7 | \$ 317.6 |

## MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL STATEMENTS

The consolidated financial statements presented in this Annual Report have been prepared with integrity and objectivity and are the responsibility of the management of Ace Hardware Corporation. These consolidated financial statements have been prepared in conformity with U.S. generally accepted accounting principles and properly reflect certain estimates and judgments based upon the best available information.

The Company maintains a system of internal accounting controls, which is supported by an internal audit program and is designed to provide reasonable assurance, at an appropriate cost, that the Company's assets are safeguarded and transactions are properly recorded. This system is continually reviewed and modified in response to changing business conditions and operations and as a result of recommendations by the internal and external auditors. In addition, the Company has distributed to employees its policies for conducting business affairs in a lawful and ethical manner.

The consolidated financial statements of the Company have been audited by Ernst & Young LLP, independent accountants. Their accompanying report is based upon audits conducted in accordance with auditing standards generally accepted in the United States of America.

The Audit and Finance Committee of the Board of Directors meets periodically with the independent auditors and with the Company's internal auditors, both privately and with management present, to review accounting, auditing, internal control and financial reporting matters. The Audit and Finance Committee recommends to the full Board of Directors the selection of the independent auditors and regularly reviews the internal accounting controls, the activities of the outside auditors and internal auditors and the financial condition of the Company. Both the Company's independent auditors and the internal auditors have free access to the Audit and Finance Committee.

February 11, 2025

/s/ John Venhuizen

John Venhuizen

President and Chief Executive Officer

/s/ William M. Guzik

William M. Guzik

Executive Vice President,

Chief Financial Officer and Chief Risk Officer

/s/ Steven G. Locanto

Steven G. Locanto

Vice President, Controller



## STATE SPECIFIC DISCLOSURES

The following are additional disclosures for the Franchise Disclosure Document of Ace Hardware Corporation required by various states. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

### CALIFORNIA

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Ace Hardware Corporation, any franchise seller, or any other person acting on behalf of Ace Hardware Corporation. This provision supersedes any other term of any document executed in connection with the franchise.

### HAWAII

The following language is added to the cover page

**THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

**THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.**

**THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.**

## **MARYLAND**

1. No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Ace Hardware Corporation, any franchise seller, or any other person acting on behalf of Ace Hardware Corporation. This provision supersedes any other term of any document executed in connection with the franchise.

2. The following language is added to the end of the “Summary” sections of Item 17(c), entitled **Requirements for franchisee to renew or extend**, and Item 17(m), entitled **Conditions for franchisor approval of transfer**:

Any release required as a condition of renewal and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3.. The following language is added to the end of the “Summary” section of Item 17(h), entitled **“Cause” defined – non-curable defaults**:

Termination upon insolvency might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.), but we will enforce it to the extent enforceable.

4. The following language is added to the end of the “Summary” section of Item 17(v), entitled **Choice of forum**:

; however, to the extent required by the Maryland Franchise Registration and Disclosure Law, subject to any arbitration obligation, you may bring an action in Maryland.

5. The following language is added to the end of the “Summary” section of Item 17(w), entitled **Choice of law**:

Except for Federal Arbitration Act and other federal law, to the extent required by law, Maryland law applies.

6. The following language is added to the end of the chart in Item 17:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.

## **MINNESOTA**

1. Item 13 of this disclosure document is amended to add the following additional information:

In the event of any challenge to your use of any of the marks that have been licensed to you under the Ace Brand Agreement, you should immediately notify us, and we will have the sole discretion to take such action as we deem appropriate. While we are not required by the Ace Brand Agreement to defend you against any infringement, unfair competition or other claim respecting your use of the licensed marks, we will indemnify you against, and reimburse you for, all damages for which you are held liable in any proceeding arising out of your lawful use of these licensed marks in compliance with the Ace Brand Agreement and

for all costs you reasonably incur in the defense of such claims, provided that you have notified us of the claim as described above, and we have been provided the opportunity to undertake the defense.

2. Liquidated Damages. The Ace Brand Agreement contains a liquidated damages clause for failure to remove certain Ace signage after the termination of membership. This provision does not apply to Minnesota members, and it has been deleted by a Rider to the Ace Brand Agreement in this state.

3. Renewal, Termination, Transfer and Dispute Resolution. The following is added at the end of the chart in Item 17:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Ace Brand Agreement and 180 days' notice for non-renewal of the Ace Brand Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring you to consent to liquidated damages, termination penalties or judgment notes. However, we and you will enforce those provisions to the extent the law allows. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes 1984, Chapter 80C, or franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. However, we and you will enforce these provisions in the agreements to the extent the law allows. Chapter 80C also provides that no condition, stipulation or provision in the agreement(s) will in any way abrogate or reduce any of franchisee's rights under the Minnesota Franchises Law, including, if applicable, the right to submit matters to the jurisdiction of the courts of Minnesota.

Any release required as a condition of renewal, sale and/or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

4. This Addendum is effective only if the jurisdictional requirements of the Minnesota Franchise Law and its regulations are met independently, without reference to this Addendum.

## **NORTH DAKOTA**

1. The Ace Brand Agreement contains a liquidated damages clause for failure to remove certain Ace signage after the termination of membership. This provision does not apply to North Dakota members, and it has been deleted by a Rider to the Ace Brand Agreement in this state.

2. In Item 17, the language in the Summary column of 17 u is amended by adding the following:

However, to the extent required by North Dakota law (unless preempted by the Federal Arbitration Act), we and you will arbitrate at a site within North Dakota to which we and you mutually agree.

3. This Addendum is effective only if the jurisdictional requirements of the North Dakota Franchise Investment Law and its regulations are met independently, without reference to this Addendum.

## **VIRGINIA**

1. In Item 17, the language in the Summary column of 17 h is amended by adding the following:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

2. This Addendum is effective only if the jurisdictional requirements of the Virginia Retail Franchising Act and its regulations are met independently, without reference to this Addendum.

## **WASHINGTON**

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Ace Hardware Corporation, any franchise seller, or any other person acting on behalf of Ace Hardware Corporation. This provision supersedes any other term of any document executed in connection with the franchise.

The following paragraph is added at the end of Item 17:

If any of the provisions in this disclosure document or the Franchise Agreements are inconsistent with the relationship provisions of Revised Code of Washington Section 19.100.180 or any other requirements of the Washington Franchise Investment Protection Act (the "Act"), then (if the Act applies by its terms) the provisions of the Act will prevail over the inconsistent terms of the disclosure document and/or Franchise Agreements for any franchises sold in Washington. However, we and you agree to enforce the Franchise Agreements' provisions to the extent the law allows.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180, may supersede the franchise agreement in your relationship with Company, including the areas of termination and renewal of Member's franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor, including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding

arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, might not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

This Addendum is effective only if the jurisdictional requirements of the Washington Franchise Investment Protection Act and its regulations are met independently, without reference to this Addendum.

**RIDERS TO**

**MEMBERSHIP AGREEMENT (NONBRANDED)**

**AND**

**ACE BRAND AGREEMENT**

**CALIFORNIA RIDER TO THE  
ACE HARDWARE CORPORATION  
MEMBERSHIP AGREEMENT (NONBRANDED)**

The Ace Hardware Membership Agreement (Nonbranded) shall be modified as follows:

1. Article V is hereby amended by adding a new Section 13 as follows:

**No Waiver or Disclaimer of Reliance.** No statement, questionnaire, or acknowledgement signed or agreed to by Member in connection with the commencement of your membership in the Company shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Company, any franchise seller, or any other person acting on behalf of Company. This provision supersedes any other term of any document executed in connection with the Membership Agreement.

2. This Rider shall be of no force and effect unless the jurisdictional requirements of the California Franchise Law and any regulations under it are met independently without reference to this Rider.

**IN WITNESS WHEREOF**, this Rider has been executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the person(s) signing it for the Member, whose authority shall be deemed to have been duly authorized by the Member.

**Name of Business:**\_\_\_\_\_

d/b/a (if applicable)\_\_\_\_\_

**MEMBER:**\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(signature)

**Title:**\_\_\_\_\_

**ACCEPTED for Ace Hardware  
Corporation at Oak Brook, Illinois**

this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Officer

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
\_\_\_\_\_  
(If the Membership is a corporation, the corporate name should be written followed by the nature and title of an appropriate officer. If the Membership is a partnership, the partnership name should be written followed by the signatures of all partners.)

**CALIFORNIA RIDER TO THE  
ACE HARDWARE CORPORATION  
BRAND AGREEMENT**

The Ace Hardware Brand Agreement shall be modified as follows:

1. Article V is hereby amended by adding a new Section 11 as follows:

**No Waiver or Disclaimer of Reliance.** No statement, questionnaire, or acknowledgement signed or agreed to by Member in connection with the commencement of your membership in the Company shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Company, any franchise seller, or any other person acting on behalf of Company. This provision supersedes any other term of any document executed in connection with the Brand Agreement.

2. This Rider shall be of no force and effect unless the jurisdictional requirements of the California Franchise Law and any regulations under it are met independently without reference to this Rider.

**IN WITNESS WHEREOF**, this Rider has been executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the person(s) signing it for the Member, whose authority shall be deemed to have been duly authorized by the Member.

**Name of Business:**\_\_\_\_\_

d/b/a (if applicable)\_\_\_\_\_

**MEMBER:**\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(signature)

**Title:**\_\_\_\_\_

**ACCEPTED for Ace Hardware  
Corporation at Oak Brook, Illinois**

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Officer

\_\_\_\_\_  
Title of Officer

(If the Membership is a corporation, the corporate name should be written followed by the nature and title of an appropriate officer. If the Membership is a partnership, the partnership name should be written followed by the signatures of all partners.)



**MARYLAND RIDER TO THE  
ACE HARDWARE CORPORATION  
MEMBERSHIP AGREEMENT (NONBRANDED)**

The Ace Hardware Membership Agreement (Nonbranded) shall be modified as follows:

1. Article V, Section 1 is hereby amended by deleting Paragraph (a) in its entirety and replaced with the following:

(a) Member may, subject to any arbitration obligations, bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law which shall be governed thereby. Any and all claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Membership. All other provisions of this Agreement shall be interpreted and construed in accordance with the laws of Illinois.

2. Article V is hereby amended by adding a new Section 13 as follows:

**No Waiver or Disclaimer of Reliance.** No statement, questionnaire, or acknowledgement signed or agreed to by Member in connection with the commencement of your membership in the Company shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Company, any franchise seller, or any other person acting on behalf of Company. This provision supersedes any other term of any document executed in connection with the Membership Agreement.

3. The following is added to the end of the Membership Agreement:

The Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel, or waiver of liability as a condition of purchasing a franchise. The Membership Agreement requires you to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law. Such representations are not intended to, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. This Rider shall be of no force and effect unless the jurisdictional requirements of the Maryland Franchise Law and any regulations under it are met independently without reference to this Rider.

IN WITNESS WHEREOF, this Rider has been executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the person(s) signing it for the Member, whose authority shall be deemed to have been duly authorized by the Member.

**Name of Business:**\_\_\_\_\_

d/b/a (if applicable)\_\_\_\_\_

**MEMBER:**\_\_\_\_\_

(printed name)

(signature)

**Title:**\_\_\_\_\_

**ACCEPTED for Ace Hardware  
Corporation at Oak Brook, Illinois**

this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Officer

\_\_\_\_\_  
Title of Officer

(If the Membership is a corporation, the corporate name should be written followed by the nature and title of an appropriate officer. If the Membership is a partnership, the partnership name should be written followed by the signatures of all partners.)

**MARYLAND RIDER TO THE  
ACE HARDWARE CORPORATION  
ACE BRAND AGREEMENT**

The Ace Hardware Brand Agreement shall be modified as follows:

1. Article V, Section 1 is hereby amended by deleting Paragraph (a) in its entirety and replaced with the following:

(a) Member may, subject to any arbitration obligations, bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law which shall be governed thereby. Any and all claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Membership. All other provisions of this Agreement shall be interpreted and construed in accordance with the laws of Illinois.

2. Article V is hereby amended by adding a new Section 11 as follows:

**No Waiver or Disclaimer of Reliance.** No statement, questionnaire, or acknowledgement signed or agreed to by Member in connection with the commencement of your membership in the Company shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Company, any franchise seller, or any other person acting on behalf of Company. This provision supersedes any other term of any document executed in connection with the Brand Agreement.

3. The following is added to the end of the Brand Agreement:

The Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. The Membership Agreement requires you to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law. Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. This Rider shall be of no force and effect unless the jurisdictional requirements of the Maryland Franchise Law and any regulations under it are met independently without reference to this Rider.

IN WITNESS WHEREOF, this Rider has been executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the person(s) signing it for the Member, whose authority shall be deemed to have been duly authorized by the Member.

Name of Business: \_\_\_\_\_

d/b/a (if applicable) \_\_\_\_\_

MEMBER: \_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(signature)

Title: \_\_\_\_\_

ACCEPTED for Ace Hardware Corporation at Oak Brook, Illinois

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Officer

\_\_\_\_\_  
Title of Officer

(If the Membership is a corporation, the corporate name should be written followed by the nature and title of an appropriate officer. If the Membership is a partnership, the partnership name should be written followed by the signatures of all partners.)

**MINNESOTA RIDER TO THE  
ACE HARDWARE CORPORATION  
MEMBERSHIP AGREEMENT (NONBRANDED)**

In recognition of the Minnesota Franchising Act and the Rules and Regulations promulgated thereunder, the Membership Agreement (Nonbranded) shall be modified as follows:

1. Article III is hereby amended by adding the following statement at the end of the Article:

Minnesota law provides Member with certain termination and nonrenewal rights. Minn. Stat. Sec. 80C14 Subd. 3, 4 and 5 require, except in certain specified cases, that a Member be given 90 days notice of termination (with 60 days to cure) and 180 days notice for the non-renewal of this Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit the Company from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring the Member to consent to liquidated damages, termination penalties or judgment notes. However, the Company and the Member will enforce those provisions to the extent the law allows. In addition, nothing in the Company's Franchise Disclosure Document or its forms of agreement can abrogate or reduce any of the Member's rights as provided for in Minnesota Statutes 1984, Chapter 80C, or franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. However, the Company and Member will enforce these provisions in their agreements to the extent the law allows.

2. Article V, Section 1 is hereby amended by adding the following Paragraph (c):

**(c) THIS SECTION SHALL NOT IN ANY WAY ABROGATE OR REDUCE ANY RIGHTS OF MEMBER AS PROVIDED FOR IN MINNESOTA STATUTES 1984, CHAPTER 80.C, INCLUDING THE RIGHT TO SUBMIT MATTERS TO THE JURISDICTION OF THE COURTS OF MINNESOTA.**

3. Article V is hereby amended by adding a new Section 13 as follows:

**No Waiver or Disclaimer of Reliance.** No statement, questionnaire, or acknowledgement signed or agreed to by Member in connection with the commencement of your membership in the Company shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Company, any franchise seller, or any other person acting on behalf of Company. This provision supersedes any other term of any document executed in connection with the Membership Agreement.

4. This Rider shall be of no force and effect unless the jurisdictional requirements of the Minnesota Franchise Law and any regulations thereunder are met independently without reference to this Rider.

**IN WITNESS WHEREOF**, this Rider has been executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the person(s) signing it for the Member, whose authority shall be deemed to have been duly authorized by the Member.

**Name of Business:**\_\_\_\_\_

\_\_\_\_\_  
d/b/a (if applicable)\_\_\_\_\_

**MEMBER:**\_\_\_\_\_

(printed name)

\_\_\_\_\_  
(signature)

**Title:**\_\_\_\_\_

**ACCEPTED for Ace Hardware Corporation at Oak Brook, Illinois**  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(If the Membership is a corporation, the corporate name should be written followed by the nature and title of an appropriate officer. If the Membership is a partnership, the partnership name should be written followed by the signatures of all partners.)

\_\_\_\_\_  
Name of Officer

\_\_\_\_\_  
Title of Officer

**MINNESOTA RIDER TO THE  
ACE HARDWARE CORPORATION  
ACE BRAND AGREEMENT**

In recognition of the Minnesota Franchising Act and the Rules and Regulations promulgated thereunder, the Ace Brand Agreement shall be modified as follows:

1. In the event of any challenge by a third party to the Member's use of any of the names or marks licensed by reason of the acceptance by the Company of the application for affiliation as an Ace dealer outlet of a retail business operating at the location designated in the Ace Brand Agreement signed by the Member in connection with such application, the Member must immediately notify the Company, and the Company will have the sole discretion to take such action as it deems appropriate. While the Company is not required by the Ace Brand Agreement to defend the Member against any infringement, unfair competition or other claim respecting the Member's use of any name or mark, the Company shall indemnify the Member against and shall reimburse the Member for all damages for which the Member is held liable in any proceeding arising out of the lawful use of any of the said licensed names or marks by the Member in compliance with this Agreement and for all costs reasonably incurred by him in defense, provided that the Company is notified of such claim as provided above and has been provided the opportunity to undertake the defense.
2. The second sentence of Section 3 of Article III is hereby deleted in its entirety.
3. Article III is hereby amended by adding the following statement at the end of the Article:

Minnesota law provides Member with certain termination and nonrenewal rights. Minn. Stat. Sec. 80C14 Subd. 3, 4 and 5 require, except in certain specified cases, that a Member be given 90 days notice of termination (with 60 days to cure) and 180 days notice for the non-renewal of this Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit the Company from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring the Member to consent to liquidated damages, termination penalties or judgment notes. However, the Company and the Member will enforce those provisions to the extent the law allows. In addition, nothing in the Company's Franchise Disclosure Document or its forms of agreement can abrogate or reduce any of the Member's rights as provided for in Minnesota Statutes 1984, Chapter 80C, or franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. However, the Company and Member will enforce these provisions in their agreements to the extent the law allows.

4. Article V, Section 1 is hereby amended by adding the following Paragraph (c):

**(c) THIS SECTION SHALL NOT IN ANY WAY ABROGATE OR REDUCE ANY RIGHTS OF MEMBER AS PROVIDED FOR IN MINNESOTA STATUTES 1984, CHAPTER 80.C, INCLUDING THE RIGHT TO SUBMIT MATTERS TO THE JURISDICTION OF THE COURTS OF MINNESOTA.**

5. Article V is hereby amended by adding a new Section 11 as follows:

**No Waiver or Disclaimer of Reliance.** No statement, questionnaire, or acknowledgement signed or agreed to by Member in connection with the commencement of your membership in the Company shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Company, any franchise seller, or any other person acting on behalf of Company. This provision supersedes any other term of any document executed in connection with the Brand Agreement.

6. This Rider shall be of no force and effect unless the jurisdictional requirements of the Minnesota Franchise Law and any regulations thereunder are met independently without reference to this Rider.

**IN WITNESS WHEREOF**, this Rider has been executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the person(s) signing it for the Member, whose authority shall be deemed to have been duly authorized by the Member.

**Name of Business:**\_\_\_\_\_

\_\_\_\_\_  
d/b/a (if applicable)\_\_\_\_\_

**MEMBER:**\_\_\_\_\_

(printed name)

\_\_\_\_\_  
(signature)

**Title:**\_\_\_\_\_

**ACCEPTED for Ace Hardware**

**Corporation at Oak Brook, Illinois**

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Officer

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
(If the Membership is a corporation, the corporate name should be written followed by the nature and title of an appropriate officer. If the Membership is a partnership, the partnership name should be written followed by the signatures of all partners.)



**NORTH DAKOTA RIDER TO THE  
ACE HARDWARE CORPORATION  
MEMBERSHIP AGREEMENT (NONBRANDED)**

The Ace Hardware Membership Agreement (Nonbranded) shall be modified as follows:

1. Article V, Section 1 is hereby amended by deleting Paragraph (a) in its entirety.
2. Article V, Section 12 is hereby amended by deleting the third sentence in its entirety and replacing it with the following:

The parties agree that Chicago, Illinois shall be the location of all hearings held under this Article V, Section 12, except that if and to the extent required by the North Dakota Franchise Investment Law (except as otherwise preempted by the Federal Arbitration Act), any such arbitration hearings shall be conducted at a mutually agreeable site in North Dakota. Such hearings shall be held before a single arbitrator, not a panel, and neither party shall pursue class claims and/or consolidate the arbitration with any other proceedings to which the Company is a party.

3. This Rider shall be of no force and effect unless the jurisdictional requirements of the North Dakota Franchise Law and any regulations under it are met independently without reference to this Rider.

**IN WITNESS WHEREOF**, this Rider has been executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the person(s) signing it for the Member, whose authority shall be deemed to have been duly authorized by the Member.

**Name of Business:**\_\_\_\_\_

\_\_\_\_\_  
d/b/a (if applicable)\_\_\_\_\_

**MEMBER:**\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(signature)

**Title:**\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(If the Membership is a corporation, the corporate name should be written followed by the nature and title of an appropriate officer. If the Membership is a partnership, the partnership name should be written followed by the signatures of all partners.)

**ACCEPTED for Ace Hardware  
Corporation at Oak Brook, Illinois**  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Officer

\_\_\_\_\_  
Title of Officer

**NORTH DAKOTA RIDER TO THE  
ACE HARDWARE CORPORATION  
ACE BRAND AGREEMENT**

The Ace Hardware Brand Agreement shall be modified as follows:

1. Article III is hereby amended by adding the following after the second sentence of Section 3 of Article III:

The Commissioner has determined termination or liquidated damages to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. However, Company and Member agree to enforce these provisions to the extent the law allows.

2. Article V, Section 1 is hereby amended by deleting Paragraph (a) of in its entirety.
3. Article V, Section 10 is hereby amended by deleting the third sentence in its entirety and replacing it with the following:

The parties agree that Chicago, Illinois shall be the location of all hearings held under this Article V, Section 10, except that if and to the extent required by the North Dakota Franchise Investment Law (except as otherwise preempted by the Federal Arbitration Act), any such arbitration hearings shall be conducted at a mutually agreeable site in North Dakota. Such hearings shall be held before a single arbitrator, not a panel, and neither party shall pursue class claims and/or consolidate the arbitration with any other proceedings to which the Company is a party.

4. This Rider shall be of no force and effect unless the jurisdictional requirements of the North Dakota Franchise Law and any regulations under it are met independently without reference to this Rider.

**IN WITNESS WHEREOF**, this Rider has been executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the person(s) signing it for the Member, whose authority shall be deemed to have been duly authorized by the Member.

**Name of Business:**\_\_\_\_\_

\_\_\_\_\_  
d/b/a (if applicable)\_\_\_\_\_

**MEMBER:**\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(signature)

**Title:**\_\_\_\_\_

**ACCEPTED for Ace Hardware  
Corporation at Oak Brook, Illinois**  
this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, 20\_\_\_\_\_.

(If the Membership is a corporation, the corporate name should be written followed by the nature and title of an appropriate officer. If the Membership is a partnership, the partnership name should be written followed by the signatures of all partners.)

\_\_\_\_\_  
Name of Officer

\_\_\_\_\_  
Title of Officer

**WASHINGTON RIDER TO THE  
ACE HARDWARE CORPORATION  
MEMBERSHIP AGREEMENT (NONBRANDED)**

This Rider is annexed to and forms part of the Membership Agreement. This Rider is being signed because (a) the franchised business Member will operate under the Membership Agreement will be located in Washington; and/or (b) Member is a resident of Washington; and/or (c) any of the offering or sales activity relating to the Membership Agreement occurred in Washington.

The Ace Hardware Membership Agreement (Nonbranded) ("Membership Agreement") shall be modified as follows:

1. Article V, Section 11, sentence "c)" is hereby deleted in its entirety and replaced by the following:

the Member has not received any guarantee, whether express or implied, of the sales, revenues, profits or success of the business venture contemplated by this Agreement.

2. Article V is hereby amended by adding a new Section 13 as follows:

**No Waiver or Disclaimer of Reliance.** No statement, questionnaire, or acknowledgement signed or agreed to by Member in connection with the commencement of your membership in the Company shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Company, any franchise seller, or any other person acting on behalf of Company. This provision supersedes any other term of any document executed in connection with the Membership Agreement.

3. The following is added to the end of the Membership Agreement:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180, may supersede this Membership Agreement in Member's relationship with Company, including the areas of termination and renewal of Member's franchise. There may also be court decisions which may supersede this Membership Agreement in Member's relationship with Company, including the areas of termination and renewal of Member's franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a Member may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the Membership Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit

the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect Company's reasonable estimate or actual costs in effecting a transfer.

Pursuant to RCW 49.620.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

4. This Rider shall be of no force and effect unless the jurisdictional requirements of the Washington Franchise Law and any regulations under it are met independently without reference to this Rider.

**IN WITNESS WHEREOF**, this Rider has been executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the person(s) signing it for the Member, whose authority shall be deemed to have been duly authorized by the Member.

**Name of Business:**\_\_\_\_\_

\_\_\_\_\_  
d/b/a (if applicable)\_\_\_\_\_

**MEMBER:**\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(signature)

**Title:**\_\_\_\_\_

**ACCEPTED for Ace Hardware Corporation at Oak Brook, Illinois**  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Name of Officer

\_\_\_\_\_  
Title of Officer

(If the Membership is a corporation, the corporate name should be written followed by the nature and title of an appropriate officer. If the Membership is a partnership, the partnership name should be written followed by the signatures of all partners.)

**WASHINGTON RIDER TO THE  
ACE HARDWARE CORPORATION  
ACE BRAND AGREEMENT**

This Rider is annexed to and forms part of the Brand Agreement. This Rider is being signed because (a) the franchised business Member will operate under the Brand Agreement will be located in Washington; and/or (b) Member is a resident of Washington; and/or (c) any of the offering or sales activity relating to the Brand Agreement occurred in Washington.

The Ace Brand Agreement ("Brand Agreement") shall be modified as follows:

1. Article V, Section 9, sentence "c)" is hereby deleted in its entirety and replaced by the following:

the Member has not received any guarantee, whether express or implied, of the sales, revenues, profits or success of the business venture contemplated by this Agreement.

2. Article V is hereby amended by adding a new Section 11 as follows:

**No Waiver or Disclaimer of Reliance.** No statement, questionnaire, or acknowledgement signed or agreed to by Member in connection with the commencement of your membership in the Company shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Company, any franchise seller, or any other person acting on behalf of Company. This provision supersedes any other term of any document executed in connection with the Brand Agreement.

3. The following is added to the end of the Brand Agreement:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

RCW 19.100.180, may supersede this Brand Agreement in Member's relationship with Company, including the areas of termination and renewal of Member's franchise. There may also be court decisions which may supersede this Brand Agreement in Member's relationship with Company, including the areas of termination and renewal of Member's franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Brand Agreement, a Member may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise investment Protection Act, in Washington.

A release or waiver of rights executed by a Member may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the Brand Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect Company’s reasonable estimate or actual costs in effecting a transfer.

Pursuant to RCW 49.620.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

- 4. This Rider shall be of no force and effect unless the jurisdictional requirements of the Washington Franchise Law and any regulations under it are met independently without reference to this Rider.

IN WITNESS WHEREOF, this Rider has been executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by the person(s) signing it for the Member, whose authority shall be deemed to have been duly authorized by the Member.

Name of Business:\_\_\_\_\_

d/b/a (if applicable)\_\_\_\_\_

MEMBER:\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(signature)

Title:\_\_\_\_\_

ACCEPTED for Ace Hardware  
Corporation at Oak Brook, Illinois  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(If the Membership is a corporation, the corporate name should be written followed by the nature and title of an appropriate officer. If the Membership is a partnership, the partnership name should be written followed by the signatures of all partners.)

\_\_\_\_\_  
Name of Officer

\_\_\_\_\_  
Title of Officer

## STATE AGENTS FOR SERVICE OF PROCESS

### California

CSC-Lawyers Incorporating Service  
2710 Gateway Oaks Drive  
Suite 150N  
Sacramento, CA 95833

Department of Financial Protection and Innovation  
One Sansome Street, Suite 600  
San Francisco, CA 94104

### Hawaii

Commissioner of Securities  
Business Registration Division  
Department of Commerce and Consumer Affairs  
335 Merchant Street, Room 203  
Honolulu, HI 96813

### Indiana

Indiana Secretary of State  
201 State House  
200 West Washington Street  
Indianapolis, IN 46204-2731

### Maryland

Maryland Securities Commissioner  
200 St. Paul Place  
Baltimore, MD 21202-2020

CSC-Lawyers Incorporating Service Company  
7 St. Paul Street, Suite 820  
Baltimore, MD, 21202

### Michigan

Director, Corporations,  
Securities & Commercial  
Licensing Bureau  
PO Box 30018  
Lansing, MI 48909

### Minnesota

Minnesota Commissioner of Commerce  
85 7<sup>th</sup> Place East, Suite 280  
St. Paul, MN 55101

### New York

Corporation Service Company  
80 State Street  
Albany, New York, 12207-2543

### North Dakota

ND Securities Department  
600 East Boulevard Avenue  
State Capitol, 5th Floor  
Bismarck, ND 58505-0510

Corporation Service Company  
418 N 2nd Street  
Bismarck ND 58504

### Rhode Island

Securities Division  
Department of Business Regulation  
John O. Pastore Complex  
1511 Pontiac Avenue  
Building 69-2  
Cranston, RI 02910

### South Dakota

Division of Insurance  
Securities Regulation  
124 S Euclid, Suite 104  
Pierre, SD 57501

### Virginia

Clerk of the State Corporation  
Commission 1300 East Main Street, 1<sup>st</sup>  
Floor Richmond, VA 23219

Corporation Service Company  
100 Shockoe Slip  
2nd Floor  
Richmond, VA 23219

### Washington

Director of Financial Institutions Securities  
Division  
150 Israel Rd SW  
Tumwater WA 98501

Corporation Service Company  
300 Deschutes Way SW, Suite 208,  
Tumwater, WA, 98501

**STATE ADMINISTRATORS****California**

Department of Financial Protection and  
Innovation  
(866) 275-2677 (toll free)

*Los Angeles*

320 West 4<sup>th</sup> Street, Suite 750  
Los Angeles, California 90013-2344  
(213) 576-7500

*Sacramento*

2101 Arena Boulevard  
Sacramento, California 95814  
(916) 445-7205

*San Francisco*

One Sansome Street, Suite 600  
San Francisco, California 94104  
(415) 972-8559

**Hawaii**

Commissioner of Securities  
Department of Commerce & Consumer Affairs  
Business Registration Division  
Securities Compliance Branch  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813  
(808) 586-2722

**Indiana**

Secretary of State  
Securities Division, Franchise Section  
302 West Washington Street, Room E-111  
Indianapolis, Indiana 46204  
(317) 232-6681

**Maryland**

Office of the Attorney General  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2020  
(410) 576-6360

**Michigan**

The Department of Attorney General  
Consumer Protection Division, Franchise Section  
525 West Ottawa Street  
P.O. Box 30213  
G. Mennen Williams Building, 1st Floor  
Lansing, Michigan 48933  
(517) 373-7117

**Minnesota**

Minnesota Department of Commerce  
85 7<sup>th</sup> Place East, Suite 280  
St. Paul, Minnesota 55101  
(651) 539-1500

**North Dakota**

Office of Securities Commissioner  
North Dakota Securities Department  
600 East Boulevard Avenue, Fifth Floor  
Bismarck, North Dakota 58505  
(701) 328-4712

**Rhode Island**

State of Rhode Island and Providence Plantations  
Department of Business Regulation  
Securities Division  
1511 Pontiac Avenue  
John O. Pastore Complex - Building 69-2  
Cranston, Rhode Island 02920  
(401) 462-9587

**South Dakota**

Division of Insurance  
Securities Regulation  
124 S Euclid, Suite 104  
Pierre, SD 57501  
(605) 773-3563

**Virginia**

Division of Securities and Retail Franchising  
State Corporation Commission  
1300 E. Main Street, Ninth Floor  
Richmond, Virginia 23219  
(804) 371-9051

**Washington**

Department of Financial Institutions  
Securities Division  
P.O. Box 41200  
Olympia, Washington 98504-1200  
(360) 902-8760



## Active Ace Hardware Members as of December 31, 2024

| Owner Name             | Legal Name                           | Street                     | City          | St | Zip Code   | Phone #      |
|------------------------|--------------------------------------|----------------------------|---------------|----|------------|--------------|
| A Brindle              | TONGASS TRADING CO. INC.             | 201 Dock St                | Ketchikan     | AK | 99901-6407 | 907-225-5101 |
| M Blanche Kallstrom    | L & M SUPPLIES, INC.                 | 429 2nd Ave W Suite 550    | Dillingham    | AK | 99576      | 907-842-5241 |
| Stephanie Van Ness     | RAPID SERVICES, INC.                 | 240 Muldoon Rd             | Anchorage     | AK | 99504-1502 | 907-333-6648 |
| Phillip Lende Jr       | LUTAK LUMBER AND SUPPLY, INC.        | 15 Beach Road              | Haines        | AK | 99827      | 907-766-2700 |
| William Harris         | HARRIS SAND AND GRAVEL, INC.         | 260 Airport Road           | Valdez        | AK | 99686      | 907-835-4756 |
| Donald Gallahorn       | KIKIKTAGRUK INUPIATE CORPORATION     | 373 A 2nd Avenue           | Kotzebue      | AK | 99752      | 907-442-2400 |
| Tyler Myers            | Juneau Supermarket, L.L.C.           | 615 W Willoughby Ave       | Juneau        | AK | 99801-1731 | 907-586-3101 |
| Beatrice Lingle        | Skagway Hardware LLC                 | 400 Broadway Street        | Skagway       | AK | 99840      | 907-983-2233 |
| David T. Roemhildt     | Cordova Hardware LLC                 | 500 Water Street #1456     | Cordova       | AK | 99574      | 907-424-7500 |
| Robert Alred           | R. Hardware, LLC                     | 1611 B Okpik Street        | Barrow        | AK | 99723      | 907-852-3663 |
| David A. Weisz         | Three Bears Alaska, Inc.             | 248.5 George Parks Hwy     | Healy         | AK | 99743      | 907-683-3301 |
| Monica Ulmer Mede      | Ulmer Mede, Inc.                     | 3858 Lake St #5            | Homer         | AK | 99603-7682 | 907-235-8594 |
| Donald E. Zimmerman    | Sutliff's Hardware, Inc.             | 210 Shelikof St            | Kodiak        | AK | 99615-6056 | 907-486-5797 |
| Mark Helmericks        | Brooks Range Supply, Inc.            | #1 Old Spine Road          | Prudhoe Bay   | AK | 99734      | 907-670-5180 |
| David Weisz            | Three Bears Alaska, Inc.             | 3457 S Big Lake Rd         | Big Lake      | AK | 99652      | 907-892-2230 |
| Tim E. Craig           | Anchorage True Value Hardware        | 9001 Jewel Lake Rd Suite 5 | Anchorage     | AK | 99502      | 907-248-9211 |
| David Weisz            | Three Bears Alaska, Inc.             | 8151 E Palmer Wasilla Hwy  | Palmer        | AK | 99645-8468 | 907-746-3888 |
| David Weisz            | Three Bears Alaska, Inc.             | 22211 Birchwood Loop Rd    | Chugiak       | AK | 99567-6041 | 907-688-2212 |
| David Weisz            | Three Bears Alaska, Inc.             | 1314 AK Hwy                | Tok           | AK | 99780      | 907-883-5195 |
| David Weisz            | Three Bears Alaska, Inc.             | 10575 Kenai Spur Hwy       | Kenai         | AK | 99611-7812 | 907-283-6577 |
| David Weisz            | Three Bears Alaska, Inc.             | 3950 S Knik Goose Bay Rd   | Wasilla       | AK | 99623-5008 | 907-376-4500 |
| David Weisz            | Three Bears Alaska, Inc.             | 445 N Pittman Rd           | Wasilla       | AK | 99623-0849 | 907-357-4307 |
| David Weisz            | Three Bears Alaska, Inc.             | 15945 Sterling Hwy         | Ninilchik     | AK | 99639      | 907-567-3378 |
| David Weisz            | Three Bears Alaska, Inc.             | 1313.3 Alaska Highway 189  | Tok           | AK | 99780      | 907-883-5255 |
| David T Roemhildt      | Wrangell Hardware LLC                | 104 Front St               | Wrangell      | AK | 99929      | 907-874-3377 |
| David Weisz            | Three Bears Alaska, Inc.             | 33077 Sterling Hwy         | Sterling      | AK | 99672      | 907-262-0039 |
| Godron K Helem         | Sitka True Value Hardware, Inc.      | 815 Halibut Point Rd       | Sitka         | AK | 99835-7102 | 907-747-6292 |
| David A. Weisz         | Three Bears Alaska, Inc.             | 2868 S Tongass Hwy         | Ketchikan     | AK | 99901-9553 | 907-228-1720 |
| David T. Roemhildt     | Alaska Ace Hardware LLC              | 1350 Sportsman Way         | Fairbanks     | AK | 99709-4633 | 907-987-9337 |
| Dave Weisz             | Three Bears Alaska, Inc.             | 487 Salmon Way             | Dutch Harbor  | AK | 99692      | 907-581-1284 |
| David Weisz            | Three Bears Alaska, Inc.             | 2571 Saint Nicholas Dr     | North Pole    | AK | 99705-7747 | 000-000-000  |
| Charles Newman         | OXFORD LUMBER COMPANY                | 1400 Barry St              | Oxford        | AL | 36203-2311 | 256-831-0540 |
| Pelham F Ladd          | LADD SUPPLY COMPANY INC              | 1800 S Craft Hwy           | Chickasaw     | AL | 36611-2205 | 251-457-2327 |
| Robert Weathers        | WEATHERS HARDWARE AND                | 10055 Al Highway 168       | Boaz          | AL | 35957-1885 | 256-593-4218 |
| Roger Peck             | PECK ACE HARDWARE INC.               | 1118-20 N Wood Ave         | Florence      | AL | 35630-3012 | 256-764-3282 |
| Ray Osborne            | COOK & SONS ACE HARDWARE, INC.       | 7008 US Highway 431        | Albertville   | AL | 35950-1870 | 256-878-2241 |
| Charles Newman         | ROANOKE ACE HOME SUPPLY COMPANY INC  | 1370 Highway 431           | Roanoke       | AL | 36274-7308 | 334-863-8145 |
| Aubrey Hidle           | GENEVA HARDWARE COMPANY INC.         | 206 E Water Ave            | Geneva        | AL | 36340-2339 | 334-684-9620 |
| Donovan Parker         | WESTWOOD AUTO PARTS INC.             | 1215 A Forestdale Blvd     | Birmingham    | AL | 35214-3835 | 205-798-3013 |
| A Brown                | BROWN LUMBER & BUILDING SUPPLY, INC  | 21891 Alabama 25           | Columbiana    | AL | 35051      | 205-669-6715 |
| Donovan Parker         | WESTWOOD AUTO PARTS INC.             | 765 Highway 78 W           | Sumiton       | AL | 35148-3405 | 205-648-5536 |
| Dona Weatherly Walker  | Builder's Supply Co, Inc of Dekalb C | 611 Godfrey Ave SE         | Fort Payne    | AL | 35967-1629 | 256-845-1451 |
| John Taylor            | JUBILEE ACE HOME CENTER, INC.        | 560 Fairhope Ave           | Fairhope      | AL | 36532-2127 | 251-990-6665 |
| Michael Whigham        | WIGMAN'S HARDWARE, INC.              | 1623 Dauphin Island Pkwy   | Mobile        | AL | 36605-3053 | 251-471-3138 |
| Charles Trawick        | TRAWICK HARDWARE, INC.               | 112 S Doswell St           | Abbeville     | AL | 36310-2110 | 334-585-2415 |
| Roger Goan             | HEADLAND ACE HARDWARE, INC.          | 17902 Us 431               | Headland      | AL | 36345      | 334-693-2140 |
| Charles Newman         | TALLADEGA HOME CENTER, INC.          | 1104 Ashland Hwy           | Talladega     | AL | 35160-2857 | 256-362-2208 |
| Riley Ezell            | GILBERTOWN FEED CORPORATION          | 231 W Pushmataha St        | Butler        | AL | 36904-2539 | 205-459-8300 |
| Winford Slaten         | HAZEL GREEN BUILDING SUPPLY, INC.    | 15409 Hwy 231-431 N        | Hazel Green   | AL | 35750      | 256-828-2779 |
| Dewey Bondurant        | BONDURANT LUMBER & HARDWARE, INC.    | 601 Hwy 31 South           | Brewton       | AL | 36427      | 251-867-2135 |
| Todd Martin            | SPRINGHILL HARDWARE, LLC             | 4621 D Spring Hill Ave     | Mobile        | AL | 36608-5709 | 251-342-7420 |
| Frank Davies           | LITTLE HARDWARE, INC.                | 2117 Cahaba Rd             | Mountain Brk  | AL | 35223-1111 | 205-871-4616 |
| Bruce Andrews          | ANDREWS HARDWARE CO., INC.           | 19750 N 3rd St             | Citronelle    | AL | 36522-3060 | 251-866-5554 |
| Bruce Andrews          | ANDREWS HARDWARE CO., INC.           | 11865 Celeste Rd           | Saraland      | AL | 36571-9715 | 251-675-5771 |
| Ralph Paul             | RALPH PAUL & ASSOCIATES, INC.        | 170 S Jackson St           | Grove Hill    | AL | 36451-3006 | 251-275-8080 |
| Riley Ezell            | GILBERTOWN FEED CORPORATION          | 74 Front St                | Gilbertown    | AL | 36908-5511 | 251-843-2826 |
| Arthur W Frizzell      | CONSOLIDATED ACE OF DOTHAN INC.      | 2541 Ross Clark Cir        | Dothan        | AL | 36301-4912 | 334-792-4121 |
| Dewey Bondurant        | BONDURANT LUMBER & HARDWARE, INC.    | 209 W Nashville Ave        | Atmore        | AL | 36502-2420 | 251-446-1535 |
| Thomas Martin          | MOFFETT ROAD HARDWARE LLC            | 7380 Moffett Rd            | Mobile        | AL | 36618-4142 | 251-645-1001 |
| R Wayne Anderson       | PRO PARTS HOME & AUTO SUPPLY, INC.   | 402 B Y Williams Sr Dr     | Midfield      | AL | 35228-2225 | 205-923-2559 |
| Donna R Grantham       | WARRIOR HARDWARE, LLC                | 427 Caldwell Dr.           | Warrior       | AL | 35180-1411 | 205-647-9231 |
| Charles W Newman       | JACKSONVILLE HOME CENTER, INC.       | 200 Coffee St SW           | Jacksonville  | AL | 36265-2528 | 256-435-1966 |
| Ronnie Carnes          | CARNES ACE HARDWARE LLC              | 140 Peck Sutton Rd         | Grant         | AL | 35747-8616 | 256-728-2335 |
| Heather B Kimbrough    | P & H HARDWARE, INC.                 | 14497 County Line Rd       | Muscle Shoals | AL | 35661-4433 | 256-446-9729 |
| J Kevin Corum          | CARROLL & CORUM BUILDING SUPPLY      | 408 Highway 31 NW          | Hartselle     | AL | 35640-4405 | 256-773-5477 |
| Jerrold Russell        | Russell Super Market, Inc.           | 6730 Deerfoot Pkwy         | Pinson        | AL | 35126-3083 | 205-681-3639 |
| Melissa Paris          | Paris Ace Hardware Inc.              | 1524 Gulf Shores Pkwy      | Gulf Shores   | AL | 36542-3414 | 251-968-7458 |
| Thomas Todd Martin III | Creola Hardware & Lumber, L.L.C.     | 10041 Highway 43           | Creola        | AL | 36525-4540 | 251-675-5829 |
| Robert J Weathers      | Weathers Hardware and Appliance Co.  | 109 2nd Ave E              | Oneonta       | AL | 35121-1713 | 205-625-3171 |
| Jay W Mitchell         | Mitchell Retail Properties, L.L.C.   | 7580 Parkway Dr            | Leeds         | AL | 35094-4808 | 205-702-7072 |
| Jack V. Greer, Jr.     | Autry Greer & Sons, Inc.             | 4055 Cottage Hill Rd       | Mobile        | AL | 36609-4289 | 251-666-1330 |
| William E Ragland IV   | Ragland Bros. Retail Cos., Inc.      | 10199 Highway 431 S        | New Hope      | AL | 35760-9390 | 256-723-4142 |
| Melissa Paris          | Paris Ace Orange Beach Inc.          | 25907 Canal Rd             | Orange Beach  | AL | 36561-3947 | 251-981-0954 |
| Stephen P Ascik        | HoneyDo, Inc.                        | 6530 Spanish Fort Blvd     | Spanish Fort  | AL | 36527-5031 | 251-626-3350 |
| Jack V. Greer, Jr.     | Autry Greer & Sons, Inc.             | 710 McMeans Ave            | Bay Minette   | AL | 36507-3348 | 251-937-8313 |

| Owner Name             | Legal Name                          | Street                    | City          | St | Zip Code   | Phone #      |
|------------------------|-------------------------------------|---------------------------|---------------|----|------------|--------------|
| Jerrold O Russell      | Curry Hardware, LLC                 | 5100 Curry Hwy, Ste 100   | Jasper        | AL | 35503-5865 | 205-384-1828 |
| Jay W Mitchell         | Mitchell Retail Properties, L.L.C.  | 1429 3rd St SW            | Attalla       | AL | 35954-1132 | 256-344-2855 |
| Ollie Dwain Odum       | Andrews Hardware & Seed Store, Inc. | 92 Granade Ave            | Chatom        | AL | 36518      | 251-847-2235 |
| Uma Sharma             | RDUS LLC                            | 3741 20th Ave             | Valley        | AL | 36854-3202 | 334-768-2231 |
| Robert J. Weathers     | Weathers Hardware and Appliance Co. | 141 Hughes Rd             | Madison       | AL | 35758-1109 | 256-772-5799 |
| Jack V. Greer, Jr.     | Autry Greer & Sons, Inc.            | 10835 Dauphin Island Pkwy | Theodore      | AL | 36582-7453 | 251-973-9243 |
| Taylor W. Paris        | Paris Ace Elberta Inc.              | 24753 State St            | Elberta       | AL | 36530-2695 | 251-986-4261 |
| Joe Edward Bell        | Hayneville Ace Hardware, LLC        | 201 Hayneville Plaza      | Hayneville    | AL | 36040-2669 | 334-548-5002 |
| David C. Majure        | Southeast Ace, LLC                  | 400 McFarland Blvd        | Northport     | AL | 35476-3371 | 205-409-8669 |
| Jerrold O. Russell     | Dodge City Hardware, LLC            | 699 Al Highway 69 S       | Hanceville    | AL | 35077-3405 | 256-787-4150 |
| Britt A. Wood          | Britt's Ace, Inc.                   | 255 City Street           | Gardendale    | AL | 35071      | 205-386-3596 |
| David C. Majure        | Southeast Ace, LLC                  | 2640 Martin St S          | Pell City     | AL | 35128-7553 | 205-813-0011 |
| George Weatherly       | Builders Sply Co, Inc. of Dekalb Co | 615 E Willow St           | Scottsboro    | AL | 35768-2003 | 256-259-2211 |
| Chris O'Rear           | O'Rear Hardware, LLC                | 1840 Pinson St            | Birmingham    | AL | 35217-2418 | 205-841-4646 |
| Tony R. Walker         | Lake Guntersville Ace Hardware, LLC | 1536 Blount Ave           | Guntersville  | AL | 35976-1838 | 256-582-3353 |
| David C. Majure        | Southeast Ace, LLC                  | 300 Carlow Ln Ste 108     | Birmingham    | AL | 35242-6688 | 256-980-7221 |
| Merritt Marcus Robbins | Ace Robbins, LLC                    | 6024 Highway 53           | Harvest       | AL | 35749-9538 | 256-945-7083 |
| Jason Russell          | Trussville Hardware, LLC            | 307 Main St               | Trussville    | AL | 35173-1497 | 205-494-0012 |
| David K Blizard        | Ace Hardware Stevenson LLC          | 43146 US Highway 72       | Stevenson     | AL | 35772-6700 | 256-437-9088 |
| David C Majure         | Southeast Ace, LLC                  | 617 Bear Creek Rd         | Tuscaloosa    | AL | 35405-6473 | 205-737-7812 |
| Glen Vinson            | Piggly Wiggly of Red Bay, Alabama,  | 518 4th Ave SE            | Red Bay       | AL | 35582-4114 | 256-356-4406 |
| Selwyn H Turner III    | Sylacauga Hardware Store, LLC       | 214 W Fort Williams St    | Sylacauga     | AL | 35150-2432 | 256-861-2450 |
| Jack V Greer Jr.       | Autry Greer & Sons, Inc.            | 251 Saint Louis St        | Mobile        | AL | 36602-2920 | 000-000-0000 |
| Donald B Compton       | Compton Ace Hardware, Inc.          | 4500 Montevallo Rd        | Birmingham    | AL | 35210-3129 | 205-777-3227 |
| Jonathon H Koehn       | Farm and Builders Supply of Livings | 1310 N Washington St      | Livingston    | AL | 35470      | 205-652-2528 |
| Nassem Ajlouny         | Buy-Lo Quality Food Stores, Inc.    | 4750 Eastern Valley Rd    | Mc Calla      | AL | 35111-3406 | 205-230-0144 |
| Lee Richards           | Moundville Hardware, LLC            | 39609 Highway 69 S        | Moundville    | AL | 35474      | 205-371-4283 |
| William E Ragland IV   | Ragland Bros. Retail COS., Inc.     | 17185 Broad St            | Henagar       | AL | 35978-4296 | 256-657-2043 |
| Arthur W Frizzell III  | Consolidated Ace of Enterprise, Inc | 6102 Boll Weevil Cir      | Enterprise    | AL | 36330-9422 | 334-475-2224 |
| Dylan Gates            | Jackson Hardware Company, Inc.      | 1126 College Ave          | Jackson       | AL | 36545-2405 | 251-246-2471 |
| Jason A Russell        | Homewood Hardware, LLC              | 320 Oxmoor Rd             | Homewood      | AL | 35209-6116 | 205-778-2100 |
| Robert J Weathers      | Weathers Hardware & Appliance Co, I | 7202 Bailey Cove Rd SE    | Huntsville    | AL | 35802-2746 | 256-850-8227 |
| Jason Coburn           | Southern Lumber & Hardware, LLC     | 108 County Road 100       | Deatsville    | AL | 36022-2739 | 334-991-5930 |
| Taylor Paris           | Paris Ace Foley Inc.                | 1100 S McKenzie St        | Foley         | AL | 36535-1817 | 251-968-7458 |
| Stephen Ascik          | HoneyDo, Inc.                       | 10058 Belgrove Ave        | Daphne        | AL | 36526-6711 | 251-241-0850 |
| Donna R Grantham       | Montevallo Hardware, LLC            | 4004 Highway 25           | Montevallo    | AL | 35115-4113 | 205-917-9576 |
| Wayne Strength         | Strength's Hardware LLC             | 1788 S Highway 21 Byp     | Monroeville   | AL | 36460-3080 | 251-575-4896 |
| Sabrina McPherson      | Ace Hardware of Linden, LLC         | 1137 S Shiloh St          | Linden        | AL | 36748-2910 | 334-295-5911 |
| John Roberts           | Moseley Industrial Supply Company,  | 1301 S Brundidge St       | Troy          | AL | 36081-3126 | 334-566-0688 |
| Bill Newman            | Lincoln Lumber and Hardware, LLC    | 59 Industrial Drive       | Lincoln       | AL | 35096      | 205-794-2231 |
| Carol Throop           | CLT Hardware, LLC                   | 3215 Taylor Road          | Montgomery    | AL | 36116      | 334-239-9500 |
| Carol Throop           | CLT Hardware, LLC                   | 2101 E University Dr      | Auburn        | AL | 36830-3334 | 334-329-7100 |
| Naseem Ajlouny         | Buy-Lo Quality Food Stores, Inc.    | 104 River Square Plz      | Hueytown      | AL | 35023-1667 | 205-230-0145 |
| Taylor Paris           | Paris Ace Cottage Hill Inc          | 7101 Cottage Hill Rd      | Mobile        | AL | 36695-2823 | 000-000-0000 |
| John Kilgro            | Town Centre Ace LLC                 | 66 Marco Dr               | Decatur       | AL | 35603-5425 | 000-000-0000 |
| Alex Boggan            | Lanso Supply Company, LLC           | 515 E Commerce St         | Greenville    | AL | 36037-2313 | 334-382-3642 |
| Jackie Nobles          | Stedman's Inc.                      | 110-120 S College         | Stuttgart     | AR | 72160      | 870-673-2676 |
| Paul Moore             | HAROLD IMPLEMENT CO., INC.          | 701 N Missouri Ave        | Corning       | AR | 72422-7000 | 870-857-3931 |
| Hildred Johnson        | JOHNSON SUPPLY, INC.                | 962 Ash Flat Dr N         | Ash Flat      | AR | 72513      | 870-994-7331 |
| Hershal Sims           | SIMS ENTERPRISES INC.               | 925 S Main St             | Waldron       | AR | 72958-7584 | 479-637-2185 |
| John Terry             | TERCO INVESTMENTS COMPANY, INC.     | 8508 Dollarway Rd         | White Hall    | AR | 71602-2848 | 870-247-3006 |
| Louella Terrell        | LOUELLA TERRELL                     | 216 S Washington Ave      | Murfreesboro  | AR | 71958-9558 | 870-285-3491 |
| Earline Tripp          | Tripp Supply, Inc.                  | 635 Lawrence St           | Batesville    | AR | 72501-7124 | 870-793-4326 |
| Jason W Harvey         | HARVEY'S ACE HDW. & LUMBER CO., INC | 373 W Chestnut St         | Marianna      | AR | 72360-2131 | 870-295-3457 |
| Allen Hurt             | QUALITY FARM SUPPLY OF JONESBORO IN | 2933 Industrial Dr        | Jonesboro     | AR | 72401-7654 | 870-935-4622 |
| Todd Gazaway           | Gazaway Lumber Co., Inc.            | 2620 W Kingshighway       | Paragould     | AR | 72450-3903 | 870-236-7666 |
| Clayton T. Wiggins     | Wiggins Ace Hardware Inc.           | 215 N Bennett Ave         | Booneville    | AR | 72927-4001 | 479-675-3590 |
| Ritchie Tippin         | TIPPIN & TIPPIN INC.                | 414 South Scenic 7 Drive  | Ola           | AR | 72853      | 479-489-5614 |
| Wendell Ketchum        | HARDMAN LUMBER CO. OF ARKADELPHIA,  | 3026 Pine St              | Arkadelphia   | AR | 71923-5325 | 870-246-5824 |
| John Morton            | DAVIS LUMBER COMPANY OF STUTTGART,  | 301 E Michigan St         | Stuttgart     | AR | 72160-3257 | 870-673-3601 |
| L Kerr                 | TIMMINS HARDWARE AND FURNITURE      | 101 E 5th St              | El Dorado     | AR | 71730-3821 | 870-863-7104 |
| Brian Porterfield      | HAYNES HOME CENTER, INC.            | 4 Davis Dr                | Morrilton     | AR | 72110-4513 | 501-354-1239 |
| Wes Stockwell          | S & S HOME CENTER, INC.             | 1315 E Main St            | Magnolia      | AR | 71753-3825 | 870-234-6060 |
| Deborah L Clark        | YEAGER HARDWARE, INC.               | 1610 Main St              | Van Buren     | AR | 72956-4732 | 479-474-5278 |
| Deborah L Clark        | YEAGER HARDWARE, INC.               | 2619 Rogers Ave           | Fort Smith    | AR | 72901-4145 | 479-783-4629 |
| Deborah L Clark        | YEAGER HARDWARE, INC.               | 4910 Jenny Lind Rd        | Fort Smith    | AR | 72901-8524 | 479-646-1209 |
| Renaes Estes           | FL Davis Development, Inc           | 1916 Hwy 25B N            | Heber Springs | AR | 72543-6403 | 501-206-4223 |
| Charles Churchman      | CHURCHMAN BUILDING CENTER, INC      | 1500 Highway 367 N        | Newport       | AR | 72112-2508 | 870-523-2735 |
| Deborah L Clark        | YEAGER HARDWARE, INC.               | 814 W Center St           | Greenwood     | AR | 72936-3724 | 479-996-0670 |
| Ambrose Baltz          | BALTZ FEED COMPANY, INC.            | 828 Highway 67 S          | Pocahontas    | AR | 72455-3782 | 870-892-4591 |
| Ronnie Garner          | CHARLES SANDERS LLC                 | 20191 Arch St             | Little Rock   | AR | 72206-9216 | 501-888-6500 |
| Todd Gazaway           | GAZAWAY LUMBER CO., INC.            | 4827 E Johnson Ave        | Jonesboro     | AR | 72401-8413 | 870-932-1311 |
| Brian Porterfield      | HAYNES HARDWARE, INC.               | 1085 Morningside Dr       | Conway        | AR | 72034-3646 | 501-327-2400 |
| Marvin J Moore Jr.     | HOMER'S HARDWARE, INC.              | 2128 W Beebe Capps Expy   | Searcy        | AR | 72143-5017 | 501-268-3515 |
| Renaes Estes           | F. L. DAVIS BUILDING CENTER, INC.   | 7379 Greers Ferry Rd      | Greers Ferry  | AR | 72067-9418 | 501-825-6238 |
| John P Morton          | Lumber One Home Center Inc.         | 682 Highway 365           | Mayflower     | AR | 72106-9630 | 501-470-1122 |

| Owner Name               | Legal Name                          | Street                          | City            | St | Zip Code   | Phone #      |
|--------------------------|-------------------------------------|---------------------------------|-----------------|----|------------|--------------|
| Gaurang Modi             | BESSER MODI INC                     | 1015 Main St                    | Little Rock     | AR | 72202-3819 | 501-375-7623 |
| Chris Robertson Sr       | CANTRELL HARDWARE, LLC              | 2600 Cantrell Rd                | Little Rock     | AR | 72202-2029 | 501-280-0626 |
| Renae Estes              | F. L. Davis Sherwood Hardware, Inc. | 2913 E Kiehl Ave                | Sherwood        | AR | 72120-3211 | 501-834-4223 |
| Marvin J. Moore, Jr.     | Beebe Hardware, LLC                 | 905 W Dewitt Henry Dr           | Beebe           | AR | 72012-2105 | 501-232-5155 |
| Wes Stockwell            | S & S Home Center, Inc.             | 827 Central Ave                 | Stamps          | AR | 71860-2615 | 870-533-1010 |
| Renae Estes              | F.L. Davis Pea Ridge Hardware, Inc. | 240 N Curtis                    | Pea Ridge       | AR | 72751-3414 | 479-268-4223 |
| Randal Caldwell          | Caldwell Lumber II LLC              | 1956 Falls Blvd N               | Wynne           | AR | 72396-4027 | 870-238-7558 |
| Bobby Pierce             | Sheridan True Value, Inc.           | 1000 N Rock St                  | Sheridan        | AR | 72150-1802 | 870-942-8811 |
| Rhonda Joyce Davis       | Davis Cash Lumber, Inc.             | 160 Park Street                 | Clinton         | AR | 72031      | 501-745-6801 |
| Michael L. Pomeroy       | Pomeroy's Hometown Ace, Inc         | 500 US Hwy 425 North            | Monticello      | AR | 71655      | 870-412-4860 |
| Jim Antz                 | Harp's Food Stores, Inc.            | 814 W Main St                   | Charleston      | AR | 72933-8907 | 479-965-0813 |
| Victor Ditta             | Ditta Enterprises, Inc.             | 320 E Highland Drive            | Jonesboro       | AR | 72401      | 870-336-4223 |
| Marvin J Moore Jr.       | Cabot Hardware, LLC                 | 207 S 2nd St                    | Cabot           | AR | 72023-2919 | 501-422-6212 |
| Victor Ditta             | Ditta Enterprises, Inc.             | 509 Highway 62 E                | Mountain Home   | AR | 72653-3205 | 870-232-4155 |
| Hardep Singh             | Rai & Pandher Investments Inc.      | 905 Gentry Blvd                 | Gentry          | AR | 72734-8579 | 479-736-3000 |
| Renae Estes              | FL Davis Fayetteville Hardware, Inc | 1535 N College Ave              | Fayetteville    | AR | 72703-1917 | 479-935-8144 |
| Renae Estes              | F.L. Davis Centerton Hardware, Inc. | 790 E Centerton Blvd            | Centerton       | AR | 72719-9238 | 479-696-7879 |
| John Morton              | Lumber One Home Center-Little Rock, | 10800 Col. Glenn Road           | Little Rock     | AR | 72204-8017 | 000-000-000  |
| Hardep Singh             | Leonard's Ace Inc.                  | 1319 S Arkansas Ave             | Russellville    | AR | 72801-6738 | 479-968-2142 |
| Ronak Parikh             | Bolster NQ Hardware, LLC            | 251 Huntsville Rd HY 23S        | Eureka Springs  | AR | 72632-8700 | 479-253-9642 |
| Bart Orr                 | PGAH, LLC                           | 106 W Buchanan St               | Prairie Grove   | AR | 72753-3009 | 479-846-6800 |
| Deborah L Clark          | Yeager Hardware, Inc.               | 942 Fort St                     | Barling         | AR | 72923-2157 | 000-000-000  |
| Douglas Webb             | Ideal True Value, Inc.              | 801 W 1st Ave                   | Crossett        | AR | 71635-2707 | 870-364-4145 |
| Renae Estes              | F.L. Davis Mountain View Hardware,  | 315 Sylamore Ave PO Box 505     | Mountain View   | AR | 72560-0505 | 870-269-4223 |
| Renae Estes              | McClendon Hardware LLC              | 103 Dawson St                   | Marked Tree     | AR | 72365-2220 | 501-206-8886 |
| Cory Estes               | Copa Holdings, Inc.                 | 920 Highway 62 65 N             | Harrison        | AR | 72601-2148 | 870-741-3670 |
| Charlie Meadors          | Meadors Lumber Company              | 218 Commerce Dr                 | Alma            | AR | 72921-4767 | 479-632-2245 |
| Charlie Meadors          | Meadors Lumber Company              | 1003 Interstate Dr              | Clarksville     | AR | 72830-9021 | 479-705-0675 |
| Charlie Meadors          | Meadors Lumber Company              | 1800 N 18th St                  | Ozark           | AR | 72949-3642 | 479-667-9793 |
| Renae Estes              | F.L. Davis Tontitown Hardware, Inc  | 1161 W Henri De Tonti Blvd      | Tontitown       | AR | 72762-9673 | 000-000-000  |
| Joseph T Findysz         | ACE HARDWARE STORES, INC.           | 6959 E 22nd St                  | Tucson          | AZ | 85710-5114 | 520-747-9473 |
| Kristine A Danloe        | PIMA ACE HARDWARE, INC.             | 5424 E Pima St                  | Tucson          | AZ | 85712-3634 | 520-325-7093 |
| James Owens              | SAFFORD BUILDERS SUPPLY CO. INC.    | 707 S 6th Ave                   | Safford         | AZ | 85546-2818 | 928-428-1033 |
| Samuel Davis             | DAVIS BUILDING SUPPLY INC.          | 1408 S Joshua Ave               | Parker          | AZ | 85344-5730 | 928-669-2239 |
| Leslie Orckekowsky       | SIERRA VISTA ACE HARDWARE, INC.     | 3756 E Fry Blvd                 | Sierra Vista    | AZ | 85635-2908 | 520-458-3650 |
| Tara Bonelli-Long        | DIY HOME CENTERS, INC.              | 7211 E 1st St                   | Prescott Valley | AZ | 86314-2234 | 928-772-8111 |
| Brooke Dean              | DOGWOOD ENTERPRISES INC.            | 2820 W Valencia Rd              | Tucson          | AZ | 85746-8033 | 520-883-4074 |
| Ken Lenhart              | LENHART'S ACE HARDWARE, INC.        | 119 W 1st Ave                   | Mesa            | AZ | 85210-1311 | 480-969-5581 |
| Arthur Holm              | PARADISE VALLEY ACE, LLC            | 13811 N Tatum Blvd              | Phoenix         | AZ | 85032-5533 | 602-953-2600 |
| Joseph T Findysz         | ACE HARDWARE STORES, INC.           | 2931 N Bear Canyon Rd           | Tucson          | AZ | 85749-9493 | 520-749-0288 |
| Dennis J Holm            | CITY HARDWARE, INC.                 | 2242 N 24th St                  | Phoenix         | AZ | 85008-2716 | 602-244-8031 |
| Elston Grubaugh          | WELLTON-MOHAWK IRRIGATION           | 30570 E Wellton Mohawk Dr       | Wellton         | AZ | 85356-6500 | 928-785-3351 |
| G Brent McKeever Jr      | McKeever Hardware and Construction, | 275 N Tegner #2                 | Wickenburg      | AZ | 85390-2415 | 928-684-5488 |
| Lorraine Gwozdz          | PIMA ACE HARDWARE, INC.             | 4751 E Sunrise Dr               | Tucson          | AZ | 85718-4534 | 520-529-0303 |
| Joseph T Findysz         | ACE HARDWARE STORES, INC.           | 9581 E Golf Links Rd            | Tucson          | AZ | 85730-1461 | 520-722-1218 |
| Scott Wilson             | VALLEY ACE HARDWARE, INC.           | 1805 E Baseline Rd Ste 1        | Tempe           | AZ | 85283-1522 | 480-839-2623 |
| Brenda Sheets            | AGHS INCORPORATED                   | 1395 N State Route 89           | Chino Valley    | AZ | 86323-5692 | 928-636-4401 |
| Kimberly A. Heffel Brown | Ace Hardware Of The White Mountains | 95 W White Mountain Blvd        | Pinetop         | AZ | 85935-7060 | 928-367-0404 |
| Rodney Blanco            | R & B BLANCO, INC.                  | 1941 E Brown Rd                 | Mesa            | AZ | 85203-5133 | 480-890-1900 |
| Julie A. Buchkowski      | PAUL'S SCOTTSDALE HARDWARE, INC.    | 1800 N Scottsdale Rd            | Scottsdale      | AZ | 85257-2137 | 480-947-7281 |
| Julie A. Buchkowski      | PAUL'S SCOTTSDALE HARDWARE, INC.    | 16605 E Palisades Blvd          | Fountain Hills  | AZ | 85268-3716 | 480-837-1080 |
| Kimberly A. Heffel Brown | Ace Hardware Of The White Mountains | 221 E Deuce of Clubs            | Show Low        | AZ | 85901-4827 | 928-537-5443 |
| Julie A. Buchkowski      | PAUL'S SCOTTSDALE HARDWARE, INC.    | 1153 W Broadway Rd              | Tempe           | AZ | 85282-1225 | 480-966-1791 |
| Steven Polm              | Apache Hardware LLC                 | 115 Frontage Road               | Pearce          | AZ | 85625      | 520-826-3858 |
| James Wennersten         | J ET. ALL, INC.                     | 4825 E Warner Rd #16            | Phoenix         | AZ | 85044-3307 | 480-496-0058 |
| David Owens              | D & L DISTRIBUTING, INC.            | 10050 W Bell Rd Ste 26a         | Sun City        | AZ | 85351-1289 | 623-972-4343 |
| Jennifer Auth            | JA Spur Holdings LLC                | 1570 W Highway 89a              | Sedona          | AZ | 86336-5625 | 928-282-0263 |
| Leslie Orckekowsky       | SIERRA VISTA ACE HARDWARE, INC.     | 591 W 4th St                    | Benson          | AZ | 85602-6501 | 520-586-7345 |
| David Owens              | D. & L. DISTRIBUTING, INC.          | 13850 W Camino Del Sol          | Sun City West   | AZ | 85375-4410 | 623-544-1020 |
| Joel Zaske               | VERDE VALLEY HARDWARE, L.L.C.       | 545 S 12th St                   | Cottonwood      | AZ | 86326-4598 | 928-634-7868 |
| Howard Allen             | 3 MILE - HARDWARE, LLC.             | 3111 E Indian School Rd         | Phoenix         | AZ | 85016-6807 | 602-952-0058 |
| William Graham           | PAPAGO TRADING POST, INC.           | 1215 W Saint Marys Rd           | Tucson          | AZ | 85745-3115 | 520-792-4338 |
| David Karsten            | THE KARSTEN CORPORATION             | 28220 N Tatum Blvd              | Cave Creek      | AZ | 85331-6302 | 480-513-7020 |
| Dennis Holm              | U.S. HARDWARE, LLC                  | 5555 N 7th St Ste 106           | Phoenix         | AZ | 85014-2574 | 602-241-4000 |
| Victor Salcido           | FACTOR SALES, INC.                  | 656 San Luis Plaza Dr           | San Luis        | AZ | 85349      | 928-627-9404 |
| Timothy Christison       | SIX POINTS HARDWARE, INC.           | 1409 N 19th Ave                 | Phoenix         | AZ | 85009-3840 | 602-252-6157 |
| Timothy Christison       | SIX POINTS HARDWARE, INC.           | 10009 N 19th Ave                | Phoenix         | AZ | 85021-1907 | 602-861-3195 |
| Wes Alexander            | ED'S ACE HARDWARE, INC.             | 1940 W Indian School Rd         | Phoenix         | AZ | 85015-5112 | 602-274-6503 |
| David Karsten            | THE KARSTEN CORPORATION             | 36889 N Tom Darlington Dr       | Carefree        | AZ | 85377-4605 | 480-488-4400 |
| Kimberly Heffel Brown    | ACE HARDWARE OF OVERGAARD, L.L.C.   | 2837 Hwy 260 Overgaard          | Overgaard       | AZ | 85933      | 928-535-6335 |
| John Arterburn           | ARTERBURN AND COMPANY LLC           | 23623 N Scottsdale Rd, Suite D5 | Scottsdale      | AZ | 85255-3471 | 480-563-3212 |
| William Graham           | PAPAGO TRADING POST, INC.           | 8165 N Courtney Page Way        | Tucson          | AZ | 85743-7557 | 520-579-0133 |
| Joseph T Findysz         | ACE HARDWARE STORES, INC.           | 7451 S Houghton Rd              | Tucson          | AZ | 85747-9303 | 520-574-3300 |
| Lynn Roman               | CORPORATE PROMOTIONS & GIFTS, L.L.C | 2185 E Irvington Rd             | Tucson          | AZ | 85714-1836 | 520-434-9000 |
| James Wennersten         | J & R HARDWARE, LLC                 | 10300 N Scottsdale Rd           | Scottsdale      | AZ | 85253-1449 | 480-368-8343 |
| Brian S. Kabat           | ST. HELEN AUTO & HARDWARE, INC      | 725 W Apache Trail Rd #3B       | Apache Junction | AZ | 85120      | 480-983-9223 |

| Owner Name               | Legal Name                          | Street                        | City             | St | Zip Code   | Phone #      |
|--------------------------|-------------------------------------|-------------------------------|------------------|----|------------|--------------|
| Julie A. Buchkowski      | PAUL'S SCOTTSDALE HARDWARE, INC.    | 1927 E Baseline Rd            | Gilbert          | AZ | 85233-1546 | 480-539-5563 |
| Arthur Ruggiero          | JANT GROUP, INC.                    | 750 S Cooper Rd               | Gilbert          | AZ | 85233-7159 | 480-240-3000 |
| Dennis Holm              | WESTERN HARDWARE, LLC               | 5127 W Indian School Rd #131  | Phoenix          | AZ | 85031-2611 | 623-873-3600 |
| Joseph T Findysz         | ACE HARDWARE STORES, INC.           | 745 E 9th St                  | Tucson           | AZ | 85719-5325 | 520-882-5700 |
| James Ruiz               | Kearny Ace Hardware, LLC            | 346 Alden Rd PO Box 358       | Kearny           | AZ | 85137-9900 | 520-363-7346 |
| Barry Mc Kay             | MCKAY'S ACE HARDWARE, INC.          | 1929 W Glendale Avenue        | Phoenix          | AZ | 85021-7839 | 602-249-2818 |
| Mark Schulein            | CROWN HARDWARE, INC.                | 1799 Kiowa Ave                | Lake Havasu City | AZ | 86403-2881 | 928-680-6020 |
| Mark Schulein            | CROWN HARDWARE, INC.                | 3530 Sweetwater Ave           | Lake Havasu City | AZ | 86406-9141 | 928-453-7800 |
| Michael Mc Auliffe       | ARIZONA CANYONROCK ENTERPRISE, LLC. | 115 W Esperanza Blvd          | Green Valley     | AZ | 85614-2626 | 520-625-4772 |
| Julie A. Buchkowski      | PAUL'S SCOTTSDALE HARDWARE, INC.    | 8449 E McDonald Dr            | Scottsdale       | AZ | 85250-6334 | 480-948-3102 |
| David Owens              | D & L DISTRIBUTING, INC.            | 17026 W Bell                  | Surprise         | AZ | 85374-2433 | 623-214-6500 |
| John Piccoli             | NEW VISION HARDWARE, INC.           | 11921 N 1st Ave               | Oro Valley       | AZ | 85737-8593 | 520-297-0222 |
| David Karsten            | THE KARSTEN CORPORATION             | 610 N Estrella Pkwy           | Goodyear         | AZ | 85338-9301 | 623-932-1017 |
| Christiaan Bonelli       | CAMP VERDE ACE HARDWARE, LLC        | 285 S Main St                 | Camp Verde       | AZ | 86322-7214 | 928-567-4172 |
| Jessica Belfore          | GLENDALE ACE HARDWARE L.L.C.        | 7150 N 51st Ave               | Glendale         | AZ | 85301-2606 | 623-937-1385 |
| Leslie J Orzechowsky     | SIERRA VISTA ACE HARDWARE, INC.     | 1220 S Naco Hwy               | Bisbee           | AZ | 85603-9731 | 520-432-4975 |
| Victor Salcido           | FACTOR SALES, INC.                  | 415 Main Street               | Somerton         | AZ | 85350      | 928-627-0604 |
| Myron Lizer              | MICHAEL NELSON & ASSOCIATES, INC.   | Sr 264 Navajo Nation Shpg Ctr | Window Rock      | AZ | 86515      | 928-871-4076 |
| Myron Lizer              | MICHAEL NELSON & ASSOCIATES, INC.   | Hwy 160 at Hwy 163            | Kayenta          | AZ | 86033      | 928-697-8173 |
| Myron Lizer              | MICHAEL NELSON & ASSOCIATES, INC.   | Hwy 191 Tseyi Shopping Center | Chinle           | AZ | 86503      | 928-674-5517 |
| Avtar Thandi             | THANDI INVESTMENTS, INC.            | 8453 W Battaglia Dr           | Arizona City     | AZ | 85123      | 520-466-5322 |
| Donald S Olsen           | Olsens Market Place IGA L.L.C.      | 1961 Ajo Gila Bend Hwy        | Ajo              | AZ | 85321-1113 | 520-387-5641 |
| Mark Hoffman             | Honey Bee Hardware, LLC             | 18785 S I 19 Frontage Rd      | Sahuarita        | AZ | 85614-4916 | 520-399-9000 |
| Scott Wilson             | Valley Ace Hardware, Inc.           | 2820 N Pinal Ave Suite 7      | Casa Grande      | AZ | 85122-7921 | 520-421-1225 |
| Mark Rios                | Miramar Hardware, LLC               | 2830 N Campbell Ave           | Tucson           | AZ | 85719-2811 | 520-325-2432 |
| Darin Hill               | Hill Arizona Grocery Company, Inc.  | 1135 West Cleveland St        | Saint Johns      | AZ | 85936      | 928-337-2261 |
| James Roberts            | Roberts Hardware, LLC               | 2050 N Alma School Rd         | Chandler         | AZ | 85224-2887 | 480-899-4885 |
| Arthur Ruggiero          | Jant Group, Inc.                    | 1335 E Chandler Blvd          | Phoenix          | AZ | 85048-6284 | 480-460-4223 |
| Scott Wilson             | Wilson's Hardware, LLC              | 9666 E Riggs Rd               | Sun Lakes        | AZ | 85248-7402 | 480-895-0641 |
| Paul Mandile             | Poppy's Hardware LLC                | 20165 N 67th Ave              | Glendale         | AZ | 85308-7002 | 623-376-8216 |
| Jessica L Belfore        | Anthem Ace Hardware LLC             | 3440 W Anthem Way             | Anthem           | AZ | 85086-0452 | 623-551-6800 |
| Preston Owens            | Morenci Hardware & Supply, LLC      | 172 Plaza Drive #56           | Morenci          | AZ | 85540      | 928-865-4121 |
| Kimberly A. Heffel-Brown | Globe Hardware, LLC                 | 1930 E Ash St                 | Globe            | AZ | 85501-2031 | 928-425-0060 |
| James M Wennersten       | Union Hardware, LLC                 | 18416 N 19th Ave              | Phoenix          | AZ | 85023-1361 | 602-863-9002 |
| Joel Zaske               | Village Hardware, L.L.C.            | 6085 State Route 179          | Sedona           | AZ | 86351-7936 | 928-284-1177 |
| Nicole L Snyder          | Adobe Hardware LLC                  | 1899 W Grant Rd               | Tucson           | AZ | 85745-1203 | 520-620-0704 |
| Julie A. Buchkowski      | Paul's Scottsdale Hardware, Inc.    | 929 E Broadway Rd             | Tempe            | AZ | 85282-1518 | 480-968-4544 |
| Michael W Rios           | MACE, L.L.C.                        | 5344 S 12th Ave               | Tucson           | AZ | 85706-3275 | 520-294-2594 |
| David F Karsten          | The Karsten Corporation             | 10620 N 32nd St               | Phoenix          | AZ | 85028-3202 | 602-971-1036 |
| Joseph T. Findysz        | Ace Hardware Stores, Inc.           | 8600 E Broadway Blvd          | Tucson           | AZ | 85710-4014 | 520-296-5435 |
| Arthur J Ruggiero        | Jant Group, Inc.                    | 4870 S Gilbert Rd             | Chandler         | AZ | 85249-4598 | 480-802-2100 |
| Kristine A. Danloe       | Oracle Road Pima Hardware, LLC      | 7876 N Oracle Rd              | Oro Valley       | AZ | 85704-6315 | 520-797-7100 |
| Mark Rios                | Four Rivers Hardware LLC            | 605 E Wetmore Rd              | Tucson           | AZ | 85705-1797 | 520-305-3322 |
| Philip J. Cox            | PAAH, LLC                           | 23990 N Marblehead Ave        | Paulden          | AZ | 86334      | 928-756-2762 |
| James Van Der Werf       | Floyds Hardware, Inc.               | 13820 W Camelback Rd          | Litchfield Park  | AZ | 85340-3072 | 623-535-1303 |
| Mohan Saini              | Bhaji, Inc.                         | 16237 W Ajo Hwy               | Tucson           | AZ | 85735-2121 | 520-822-1353 |
| Arthur J Ruggiero        | Jant Group, Inc.                    | 7465 W Cactus Rd #102         | Peoria           | AZ | 85381-5319 | 623-486-0041 |
| Julie A. Buchkowski      | Paul's Scottsdale Hardware, Inc.    | 507 N Beeline Hwy             | Payson           | AZ | 85541-3703 | 928-474-5238 |
| Julie A. Buchkowski      | Paul's Scottsdale Hardware, Inc.    | 11323 E Via Linda             | Scottsdale       | AZ | 85259-4079 | 480-661-1900 |
| Brian S Kabat            | BADA, L.L.C.                        | 2758 S Crismon Rd             | Mesa             | AZ | 85209-2612 | 480-429-0199 |
| Roger Lowe               | Pay and Save, Inc.                  | Navajo Rte 191 at 264         | Ganado           | AZ | 86505      | 928-255-5710 |
| Felix Pareja             | JBBJC Incorporated                  | 8365 W Camelback Rd           | Phoenix          | AZ | 85037-1257 | 623-213-7226 |
| Mark Rios                | 335 Hardware LLC                    | 3749 W Ina Rd                 | Tucson           | AZ | 85741-2319 | 520-742-0010 |
| Jessica Laree Melton     | MW Family Holdings, LLC             | 1511 E Mc 85                  | Buckeye          | AZ | 85326      | 623-386-2833 |
| James M. Wennersten      | 3232 Hardware, LLC                  | 3232 E Guadalupe Rd           | Gilbert          | AZ | 85234-5101 | 480-912-7275 |
| Joseph T. Findysz        | Ace Hardware Stores, Inc            | 4640 E Broadway Blvd          | Tucson           | AZ | 85711-3512 | 520-318-0414 |
| Deanna Davis             | Triple D Hardware, Inc.             | 617 E Main St                 | Springerville    | AZ | 85938-5214 | 928-333-4433 |
| Rodney A. Blanco         | BBR Hardware, LLC                   | 1050 N Higley Rd              | Mesa             | AZ | 85205-5304 | 480-981-0808 |
| Terril Kay               | Snowflake Ace Hardware LLC          | 791 S Main St                 | Snowflake        | AZ | 85937-5503 | 928-536-4756 |
| Arthur J Ruggiero        | Jant Group, Inc.                    | 20231 E Ocotillo Rd STE 2     | Queen Creek      | AZ | 85142      | 480-987-9655 |
| Brian S. Kabat           | ADAB LLC                            | 40649 N Gantzel Rd            | San Tan Valley   | AZ | 85140-7008 | 480-500-6146 |
| Mark Schulein            | Lifestyle Fort Mohave LLC           | 2350 Miracle Mile #160        | Bullhead City    | AZ | 86442      | 928-758-2816 |
| Mark Schulein            | Lifestyle Fort Mohave LLC           | 4515 S Highway 95             | Fort Mohave      | AZ | 86426-9346 | 928-763-6696 |
| David F Karsten          | The Karsten Corporation             | 21542 N John Wayne Pkwy       | Maricopa         | AZ | 85139-8981 | 520-494-7805 |
| Dallin Redd              | Redd Group LLC                      | 620 N Navajo Dr               | Page             | AZ | 86040-0960 | 928-645-2428 |
| Brian S Kabat            | Exit 12 LLC                         | 11274 S Fortuna Rd            | Yuma             | AZ | 85367-7847 | 928-376-6517 |
| Barry McKay              | McKay's Hardware South LLC          | 6841 S Central Ave            | Phoenix          | AZ | 85042-5420 | 602-276-8563 |
| Barry McKay              | 12th Street Hardware, L.L.C.        | 7820 N 12th St                | Phoenix          | AZ | 85020-4223 | 602-707-6940 |
| Arthur Ruggiero          | Jant Group, Inc.                    | 23954 S Power Rd              | Queen Creek      | AZ | 85142-8413 | 480-445-9191 |
| Howard Allen             | Howard's Hardware, LLC              | 4238 W Bell Rd                | Glendale         | AZ | 85308-4020 | 602-938-5587 |
| Jessica Melton           | WM Family Holdings, LLC             | 19570 W Indian School Rd      | Buckeye          | AZ | 85396-2026 | 623-466-8002 |
| Caroline Van Marcke      | Van Marcke Trade Supply, Inc.       | 1325 E Florence Blvd          | Casa Grande      | AZ | 85122-5120 | 520-509-4787 |
| Kyle J Cornelius         | KKC Hardware LLC                    | 3540 W Baseline Rd            | Laveen           | AZ | 85339-3041 | 602-425-5144 |
| Shahid Hanif             | Downtown Hardware Depot Inc.        | 510 S Avenue A                | San Manuel       | AZ | 85631-1310 | 520-385-9000 |
| Jessica M. Manriquez     | Ace Hardware Broadway and Central,  | 28 E Broadway Rd              | Phoenix          | AZ | 85040-2109 | 602-243-6227 |
| Arthur Ruggiero          | Jant Group, Inc.                    | 290 N Main St                 | Florence         | AZ | 85132      | 520-868-0410 |

| Owner Name                | Legal Name                          | Street                     | City             | St | Zip Code   | Phone #      |
|---------------------------|-------------------------------------|----------------------------|------------------|----|------------|--------------|
| Joseph T Findysz          | Ace Hardware Stores Inc.            | 16335 S Houghton Rd        | Corona De Tucson | AZ | 85641-2130 | 520-762-0909 |
| Arthur Ruggiero           | Jant Group, Inc.                    | 1030 N Arizona Blvd        | Coolidge         | AZ | 85128-3727 | 520-723-2906 |
| Justin Piccoli            | JML Hardware LLC                    | 16120 N Oracle Rd          | Catalina         | AZ | 85739-9141 | 520-825-8200 |
| Benjamin A Sine           | Willcox Hardware, LLC               | 914 W Rex Allen Dr         | Willcox          | AZ | 85643-1016 | 520-384-4446 |
| Abdullah El-Awik          | Burge Garbiel LLC                   | 4550 N Stockton Hill Rd    | Kingman          | AZ | 86409-1755 | 928-757-2154 |
| Mark Rios                 | TWOSONS HARDWARE LLC                | 9705 N Thornydale Unit 151 | Tucson           | AZ | 85742-5028 | 520-579-6830 |
| Michael W Rios            | 29 Rivers LLC                       | 4010 E 29th St             | Tucson           | AZ | 85711-6111 | 520-747-8144 |
| Rodney Blanco             | Cooley Hardware, L.L.C.             | 4115 E Williams Field Rd   | Gilbert          | AZ | 85295-1144 | 480-771-4111 |
| Caroline Van Marcke       | Van Marcke Trade Supply Inc         | 7125 E Main St             | Mesa             | AZ | 85207-8227 | 480-830-4000 |
| Janet Beatty              | Whites' Hardware, Inc.              | 3025 S Kinney Rd           | Tucson           | AZ | 85713-5504 | 520-578-3989 |
| Janet Beatty              | Whites' Hardware, Inc.              | 6315 N Sandario Rd         | Tucson           | AZ | 85743-8757 | 520-682-0614 |
| David A Owens             | D & L Distributing, Inc.            | 13724 W Waddell Rd         | Surprise         | AZ | 85379-8437 | 000-000-000  |
| Raffaello Cianfagione     | JRC Hardware Mesa Incorporated      | 2842 N Power Rd            | Mesa             | AZ | 85215-1675 | 480-854-7000 |
| Justin Piccoli            | JML Hardware TV, LLC                | 7119 E Tanque Verde Rd     | Tucson           | AZ | 85715-3431 | 520-886-5457 |
| Justin Piccoli            | JML Hardware CC, LLC                | 2221 N Country Club Rd     | Tucson           | AZ | 85716-2826 | 520-326-4323 |
| Marvin Klinker            | Tonto Basin Market, LLC             | 45994 N Hwy 188 PO Box 892 | Tonto Basin      | AZ | 85553-0892 | 928-479-2000 |
| Arthur Holm               | Ellsworth Ace, LLC                  | 5221 S Ellsworth Rd        | Mesa             | AZ | 85212-2444 | 602-953-2600 |
| Jessica L Melton          | Melton Holdings, LLC.               | 219 W Pima St Ste D        | Gila Bend        | AZ | 85337-1021 | 928-683-2758 |
| William Woodward          | WOODWARDS HARDWARE, INC.            | 2343 N Tustin Ave          | Santa Ana        | CA | 92705-1601 | 714-541-5268 |
| Richard Lawrence          | EMIGH HARDWARE CO.                  | 3555 El Camino Ave         | Sacramento       | CA | 95821-6538 | 916-482-1900 |
| Dan Weisenberger          | WEISENBERGER'S HDWE INC             | 881 W Olive Ave            | Porterville      | CA | 93257-3109 | 559-784-3292 |
| Marc Lucena               | COLLIER HARDWARE                    | 105 Broadway St            | Chico            | CA | 95928-5317 | 530-342-0195 |
| Virginia Carpenter        | BERKELEY HARDWARE INC.              | 2020 Milvia St #100        | Berkeley         | CA | 94704-1291 | 510-845-0410 |
| David Pryde               | PASTIME HARDWARE, INC.              | 10057 San Pablo Ave        | El Cerrito       | CA | 94530-3949 | 510-526-6615 |
| Courtney Menegon          | STEVES HARDWARE, INC.               | 1370 Main St               | St Helena        | CA | 94574-1905 | 707-963-3423 |
| Jeff Tomasini             | REX HARDWARE CO. INC.               | 313 B St                   | Petaluma         | CA | 94952-3044 | 707-762-7355 |
| Linda Roark               | PETE'S HARDWARE CO. INC.            | 2569 Castro Valley Blvd    | Castro Valley    | CA | 94546-5407 | 510-581-7633 |
| William R Wygal           | VINE HILL HARDWARE, INC.            | 3610 Pacheco Blvd          | Martinez         | CA | 94553-2129 | 925-228-6135 |
| Gary Simpson              | SANTA BARBARA HOME IMPROVEMENT CENT | 415 E Gutierrez St         | Santa Barbara    | CA | 93101-1708 | 805-963-7825 |
| Reuben Paperny            | PAINTCRAFT SUPPLY CO.               | 2620 Crenshaw Blvd         | Los Angeles      | CA | 90016-3006 | 323-733-9157 |
| Garth Smith               | DALE HARDWARE, INC.                 | 3700 Thornton Ave          | Fremont          | CA | 94536-7440 | 510-797-3700 |
| Kathleen Corbet           | GENERAL TRADING CORPORATION         | 800 Magnolia Ave           | Larkspur         | CA | 94939-1146 | 415-924-7013 |
| Martin T Spitsen          | TAHOE CITY LUMBER CO.               | 715 River Rd               | Tahoe City       | CA | 96145      | 530-583-4248 |
| Willima M. Ramshaw        | RAMSHAW'S ACE HARDWARE INC.         | 328 N Mount Shasta Blvd    | Mount Shasta     | CA | 96067-2230 | 530-926-3482 |
| Thomas Young              | PINI HARDWARE INC.                  | 1535 S Novato Blvd Ste A   | Novato           | CA | 94947-4109 | 415-892-1577 |
| Stacey Gresko             | G & S HARDWARE PURCHASING, INC.     | 108 A Harding Blvd         | Roseville        | CA | 95678-2805 | 916-782-8402 |
| Matthew R Olson           | JACKSON'S HARDWARE INC.             | 435 Du Bois St             | San Rafael       | CA | 94901-3910 | 415-454-3740 |
| Kenneth Steving           | NEW HOME BUILDING SUPPLY            | 5310 Franklin Blvd         | Sacramento       | CA | 95820-4738 | 916-455-3057 |
| James Michael Scarborough | SCARBOROUGH LUMBER & BUILDING SUPPL | 20 El Pueblo Rd            | Scotts Valley    | CA | 95066-3505 | 831-438-0331 |
| Stan Paxson               | SQUIRES LUMBER CO., INC.            | 370 N 9th St               | Colton           | CA | 92324-2909 | 909-825-1883 |
| James Michael Scarborough | SCARBOROUGH HOME CENTER INC.        | 9470 Highway 9             | Ben Lomond       | CA | 95005-9228 | 831-336-5142 |
| Paul A Filice             | MINER'S ACE HARDWARE, INC.          | 1056 W Grand Ave           | Grover Beach     | CA | 93433-2160 | 805-489-2931 |
| August Venezia Jr.        | FAIRFAX BUILDING SUPPLY COMPANY, IN | 109 Broadway Blvd          | Fairfax          | CA | 94930-1623 | 415-453-4410 |
| Giulio Sbragia            | BAYSIDE BUILDING MATERIALS, INC.    | 2075 S Norfolk St          | San Mateo        | CA | 94403-1152 | 650-349-5141 |
| Dennis Nilsen             | NILSEN FEED & GRAIN COMPANY         | 1593 Market St             | Ferndale         | CA | 95536-9558 | 707-786-9501 |
| William Pierson           | ERNEST PIERSON CO.                  | 4100 Broadway St           | Eureka           | CA | 95503-5736 | 707-441-2700 |
| William R Wygal           | VINE HILL HARDWARE, INC.            | 4451 Clayton Rd            | Concord          | CA | 94521-2845 | 925-825-4100 |
| Ernest Keith Gentner      | CENTER HARDWARE AND SUPPLY COMPANY  | 3003 3rd St                | San Francisco    | CA | 94107-3505 | 415-861-1800 |
| David Mc Kenzie           | MC KENZIE HARDWARE INC.             | 627 Merchant St            | Vacaville        | CA | 95688-6907 | 707-448-2978 |
| George Roberts            | ROBERTS OF WOODSIDE                 | 3044 Woodside Rd           | Woodside         | CA | 94062-2551 | 650-851-1084 |
| Zvicki Govrin             | GOODMAN BUILDING SUPPLY COMPANY     | 775 Redwood Hwy            | Mill Valley      | CA | 94941-2538 | 415-388-6233 |
| Gary Braga                | GRAND LAKE ACE HARDWARE INC.        | 1221 Grand Ave             | Piedmont         | CA | 94610-1001 | 510-652-1936 |
| Sean Mokou                | BSM INC                             | 1544 Grand Ave             | San Diego        | CA | 92109-4301 | 858-274-6464 |
| Walter Hardester          | WALTER R. HARDESTER INC.            | 21088 Calistoga Rd         | Middletown       | CA | 95461-9300 | 707-987-2325 |
| R Schelling               | EXETER MERCANTILE COMPANY, INC.     | 258 E Pine St              | Exeter           | CA | 93221-1750 | 559-592-2121 |
| Jack Harrison             | HARRISON HARDWARE INC.              | 1051 Edison St             | Santa Ynez       | CA | 93460-9662 | 805-688-4614 |
| Michael K. Mayfield       | MENDO MILL & LUMBER CO.             | 1870 N State St            | Ukiah            | CA | 95482-3119 | 707-462-8806 |
| Judith Nichols            | NICHOLS LUMBER & HARDWARE CO.       | 13470 Dalewood St          | Baldwin Park     | CA | 91706-5834 | 626-960-4802 |
| Rick Karp                 | COLE HARDWARE                       | 956 Cole St                | San Francisco    | CA | 94117-4316 | 415-753-2653 |
| Michael K. Mayfield       | MENDO MILL & LUMBER CO.             | 305 E Commercial St        | Willits          | CA | 95490-3201 | 707-459-4631 |
| Charles Johnson           | L.B. JOHNSON HARDWARE CO. INC.      | 3600 Slauson Ave           | Maywood          | CA | 90270-2632 | 323-582-8171 |
| Betty R. Rhodes           | MEINERS OAKS HARDWARE, INC.         | 121 E El Roblar Dr         | Ojai             | CA | 93023-2337 | 805-646-7234 |
| Janet Kodish              | DESERT AUTO & HARDWARE INC.         | 5152 Adobe Rd              | Twentynine Palms | CA | 92277-1804 | 760-367-9125 |
| Arthur Bayles             | INLAND BUILDERS SUPPLY, INC.        | 1224 W Hobsonway           | Blythe           | CA | 92225-1424 | 760-922-0361 |
| Lisa M. Guzman            | National Hardware Supply LLC        | 7173 N Blackstone Ave      | Fresno           | CA | 93650-1235 | 559-439-2767 |
| Warren J White            | TRUITT AND WHITE LUMBER COMPANY     | 642 Hearst Ave             | Berkeley         | CA | 94710-1928 | 510-841-0511 |
| James Lloyd               | FOUR SEASONS SUPPLY CENTER          | 304 S Court St             | Alturas          | CA | 96101-4102 | 530-233-4441 |
| Dennis Jones              | GREENHAVEN HARDWARE INC.            | 388 Florin Rd              | Sacramento       | CA | 95831-1407 | 916-391-3038 |
| Walter Boice              | WALTER C. BOICE                     | 240 Broadway St            | Laguna Beach     | CA | 92651-1807 | 949-497-4404 |
| Pamela Watson             | CLAYTON L. WATSON INC.              | 911 Academy Ave            | Sanger           | CA | 93657-3111 | 559-875-7989 |
| Burney Sjolund            | SJOLUND-BEHRENS MARKET INC.         | 19400 S Highway 1          | Manchester       | CA | 95459-8976 | 707-882-2805 |
| Sue Derowski              | PACIFIC GROVE HARDWARE, INC.        | 229 Forest Ave             | Pacific Grove    | CA | 93950-3318 | 831-646-9144 |
| Andrew Kumppe             | FRESNO PLUMBING & HEATING, INC.     | 4572 E Belmont Ave         | Fresno           | CA | 93702-2445 | 559-255-8353 |
| Albert Arieta             | WEST POINT LUMBER, INC.             | 22471 Highway 26           | West Point       | CA | 95255-9702 | 209-293-4245 |
| Michael K. Mayfield       | MENDO MILL AND LUMBER CO            | 5255 Old Highway 53        | Clearlake        | CA | 95422-9011 | 707-994-1014 |
| Robert Rossi              | ROSSI'S BUILDING MATERIALS INC.     | 835 Stewart St             | Fort Bragg       | CA | 95437-3031 | 707-964-4086 |

| Owner Name                | Legal Name                          | Street                        | City             | St | Zip Code   | Phone #      |
|---------------------------|-------------------------------------|-------------------------------|------------------|----|------------|--------------|
| Lallubhai Patel           | JALARAM CORPORATION                 | 15960 Springdale St           | Huntington Beach | CA | 92649-1729 | 714-892-4463 |
| Brandon Parker            | HOWELL MOUNTAIN ENTERPRISES, INC.   | 15 Angwin Plz                 | Angwin           | CA | 94508-9641 | 707-965-7537 |
| Loren Harris              | K & L HARDWARE & PLUMBING SUPPLY CO | 26091 Base Line St            | San Bernardino   | CA | 92410-7041 | 909-862-9450 |
| Karl Bauerschmidt         | D.K. MOUNTAIN ENTERPRISES INC.      | 23895 Lake Drive              | Crestline        | CA | 92325      | 909-338-1617 |
| Erich Sender              | SENDER'S MARKET INC.                | 8111 Garabaldi St             | Mountain Ranch   | CA | 95246      | 209-754-1074 |
| Doug Bishop               | SEBASTOPOL HARDWARE CENTER, INC.    | 660 Gravenstein Hwy N         | Sebastopol       | CA | 95472-2895 | 707-823-7688 |
| Mark Ivary                | STOCKTON ACE HARDWARE INC.          | 3201 W Benjamin Holt Dr       | Stockton         | CA | 95219-3741 | 209-951-8050 |
| William Del Chiaro        | BRISBANE HARDWARE & SUPPLY INC.     | 1 Visitacion Ave              | Brisbane         | CA | 94005-1558 | 415-467-2707 |
| Christopher Swanson       | STRAND ACE HARDWARE INC.            | 3360 McHenry Ave              | Escalon          | CA | 95320-9499 | 209-838-7992 |
| Garfield Butt             | GOLDEN CITY ENTERPRISE INC.         | 1279 Pacific Ave              | San Francisco    | CA | 94109-2715 | 415-441-0941 |
| Johnny Cheng              | J. W. PLUMBING SUPPLIES CO., INC.   | 152 Clement St                | San Francisco    | CA | 94118-2420 | 415-221-1888 |
| Keith Waterson            | HILMAR LUMBER, INC.                 | 8150 Lander Ave               | Hilmar           | CA | 95324-8325 | 209-668-8123 |
| Timothy Little            | PLUMAS ACE HARDWARE, INC.           | 184 W Sierra St               | Portola          | CA | 96122-8618 | 530-832-5208 |
| Lynn Leach                | MITCHELL AVENUE HARDWARE, INC.      | 1845 Mitchell Ave             | Oroville         | CA | 95966-5332 | 530-533-5600 |
| M Kankel                  | LOS GATOS MERCANTILE, INC.          | 15300 Los Gatos Blvd          | Los Gatos        | CA | 95032-2512 | 408-356-7103 |
| Swaranjit Nijjar          | MAX'S HARDWARE, INC.                | 3508 Santa Anita Ave          | El Monte         | CA | 91731-2494 | 626-443-6178 |
| Hitendra Patel            | ACE HARDWARE, CORONA INC.           | 1124 W 6th St                 | Corona           | CA | 92882-3133 | 951-734-9970 |
| Frank Streifel            | FRANK STREIFEL, INC.                | 545 5th St                    | Gustine          | CA | 95322-1515 | 209-854-6801 |
| Don Kelleher              | ANDERSEN DRIVE BUILDING SUPPLY CO., | 930 Andersen Dr               | San Rafael       | CA | 94901-5315 | 415-453-3043 |
| Steven Joseph             | HIGH COUNTRY LUMBER, INC.           | 444 S Main St                 | Bishop           | CA | 93514-3421 | 760-873-5874 |
| Michael K. Mayfield       | MENDO MILL AND LUMBER CO.           | 125 S Main St                 | Fort Bragg       | CA | 95437-4207 | 707-964-0215 |
| Joseph Falabrino          | SUPERHARDWARE, INC.                 | 501 W Valley Blvd             | San Gabriel      | CA | 91776-3745 | 626-284-7021 |
| Yuen Chu Ng               | AMERICAN EMPEROR, INC.              | 963 Oak St                    | Oakland          | CA | 94607-4817 | 510-536-6868 |
| Nancy Shepherd            | MIK-NIK ENTERPRISES, INC.           | 2850 Hamner Ave               | Norco            | CA | 92860-1929 | 951-734-0971 |
| Dale T Gardner            | SUNNYMEAD ACE HARDWARE              | 24064 Sunnymead Blvd          | Moreno Valley    | CA | 92553-3028 | 951-242-1246 |
| Paul A Filice             | MINER'S ACE HARDWARE, INC.          | 186 Station Way               | Arroyo Grande    | CA | 93420-3372 | 805-489-9100 |
| Jesse Gullion             | Alvarado Paint & Hardware Inc.      | 915 S Alvarado St             | Los Angeles      | CA | 90006-3007 | 213-382-1305 |
| Mark Schulein             | CROWN HARDWARE, INC.                | 3107 E Coast Hwy              | Corona Del Mar   | CA | 92625-2330 | 949-673-2800 |
| Mark Schulein             | CROWN HARDWARE, INC.                | 1024 Irvine Ave               | Newport Beach    | CA | 92660-4602 | 949-642-1133 |
| Mark Schulein             | CROWN HARDWARE, INC.                | 2644 San Miguel Dr            | Newport Beach    | CA | 92660-5437 | 949-644-8570 |
| Marcy Hearn               | ACE PLAZA, LLC                      | 10511 Rosedale Hwy            | Bakersfield      | CA | 93312-3209 | 661-589-4400 |
| Bill Ledbetter            | BILL'S DRYWALL SALES, INC.          | 3115 Railroad Ave             | Ceres            | CA | 95307-3622 | 209-537-9164 |
| Anil Patel                | AMBICA, INC.                        | 370 E Woodbury Rd             | Altadena         | CA | 91001-2963 | 626-794-1177 |
| Kenneth Verkler           | SANTA YNEZ VALLEY HARDWARE, INC.    | 1665 Mission Dr               | Solvang          | CA | 93463-2632 | 805-688-4191 |
| Charles Johnson           | L.B. JOHNSON HARDWARE CO., INC.     | 5845 E Washington Blvd        | Los Angeles      | CA | 90040-2323 | 323-728-1399 |
| Hershel Mc Collough       | L & M LUMBER, INC.                  | 4700 Lake Isabella Blvd       | Lake Isabella    | CA | 93240-9469 | 760-379-4631 |
| Hank Hornsvelt            | HANK'S HARDWARE AND LUMBER, INC.    | 41740 Enterprise Cir S        | Temecula         | CA | 92590-4881 | 951-676-4265 |
| Dennis Jones              | CARMICHAEL HARDWARE AND SUPPLY, INC | 4005 Manzanita Ave Ste 24     | Carmichael       | CA | 95608-1783 | 916-489-1999 |
| Yat Chu                   | CHU SUPPLY, INC.                    | 3644 Lawton St                | San Francisco    | CA | 94122-3008 | 415-665-5585 |
| Alan Medina               | ALAN MEDINA AND HELEN MEDINA        | 17800 Sonoma Highway          | Boyes Hot Sprgs  | CA | 95416      | 707-996-1008 |
| Mike Sikora               | THE AROKIS GROUP                    | 29181 Auberry Rd              | Prather          | CA | 93651-9757 | 559-855-8348 |
| Glenn Shirer Jr           | CORONADO BLUE INC.                  | 949 Orange Ave                | Coronado         | CA | 92118-2609 | 619-672-1948 |
| Richard Johnson           | L.B. JOHNSON INDUSTRIAL HARDWARE #3 | 10204 Norwalk Blvd            | Santa Fe Springs | CA | 90670-3328 | 562-946-9100 |
| Han Cha                   | HAN Y. CHA                          | 3199 Kansas Ave               | Riverside        | CA | 92507-3477 | 951-686-5732 |
| Franklin Wienecke         | WIENECKE AND ASSOCIATES             | 840 E Washington Blvd         | Crescent City    | CA | 95531-8359 | 707-465-5865 |
| Carl Reed                 | REEDS RANCH MARKET, INC.            | 7007 Shingleglen Trail        | Shingletown      | CA | 96088      | 530-474-3874 |
| Jeffrey Leopold           | STANDARD 5-10-25 CENT STORES, LLC   | 3545 California St            | San Francisco    | CA | 94118-1707 | 415-751-5767 |
| Carole Mascherini         | GARRETT HARDWARE                    | 1340 Healdsburg Ave           | Healdsburg       | CA | 95448-3205 | 707-433-5593 |
| Anthony Rogelstad         | Brentwood Ace Hardware              | 8900 Brentwood Blvd Ste J     | Brentwood        | CA | 94513-4035 | 925-634-3201 |
| William Jopson            | WILLIAM M. JOPSON                   | 750 S Cloverdale Blvd         | Cloverdale       | CA | 95425-4010 | 707-894-2165 |
| William Griffin           | GRIFFIN HARDWARE CO.                | 3880 Valley Centre Dr Ste 203 | San Diego        | CA | 92130-3310 | 858-793-1771 |
| Douglas Billings          | BILLINGS PAINT & HARDWARE, INC.     | 5006-5004 E 2nd St            | Long Beach       | CA | 90803-5320 | 562-439-2113 |
| Donnie Carr               | LAMONT GENERAL STORE, INC.          | 10405 Main St                 | Lamont           | CA | 93241-1726 | 661-845-0793 |
| Manuel Rodrigues          | Ace Hardware of Watsonville, Inc.   | 451 Main St                   | Watsonville      | CA | 95076-4603 | 831-724-4749 |
| Charles Goodman           | DISCOUNT BUILDERS SUPPLY, INC.      | 1695 Mission St               | San Francisco    | CA | 94103-2432 | 415-621-8511 |
| Gene Pedrotti             | PEDROTTI HARDWARE                   | 830 Southampton Rd            | Benicia          | CA | 94510-1907 | 707-745-6887 |
| Thomas Gladney            | M.J. MURPHY, INC.                   | 10 W Carmel Valley Rd         | Carmel Valley    | CA | 93924-9564 | 831-659-2291 |
| Mary E Lawrence           | GALT ACE HARDWARE INC.              | 1067 C St Ste 108             | Galt             | CA | 95632-1758 | 209-745-1111 |
| James Vallelunga          | TWAIN HARTE LUMBER & HARDWARE, INC. | 22956 Twain Harte Dr          | Twain Harte      | CA | 95383-9628 | 209-586-3571 |
| Michael Johnson           | D & J LUMBER CO, INC.               | 600 Tennant Ave               | Morgan Hill      | CA | 95037-5519 | 408-778-1550 |
| Eric Hassett              | Hassett Hardware                    | 875 Alma St                   | Palo Alto        | CA | 94301-2404 | 650-327-7222 |
| Tom Reische               | GEO. L. MESSICK CO., INC.           | 729 Market St                 | Colusa           | CA | 95932-2326 | 530-458-5144 |
| Daniel Altwang            | DARBRI CORPORATION                  | 625 3rd St                    | Oakland          | CA | 94607-3550 | 510-832-6532 |
| John R Spreitzer          | WOODS PAINT AND HARDWARE, INC.      | 22217 Palos Verdes Blvd       | Torrance         | CA | 90505-2016 | 310-540-5355 |
| Tyler Barnes              | ANAHEIM ACE HARDWARE                | 2720 E Anaheim St             | Long Beach       | CA | 90804-3707 | 562-438-8983 |
| Richard Clark             | CLARK'S HARDWARE, INC.              | 819 Randolph St               | Napa             | CA | 94559-2910 | 707-224-0204 |
| Herb Rizzardini           | HERB RIZZARDINI                     | 6259 Highway 178              | Inyokern         | CA | 93527      | 760-377-4571 |
| Eric Freedman             | AMERICAN RIVER ACE HARDWARE,        | 9500 Greenback Ln Ste 10      | Folsom           | CA | 95630-2091 | 916-988-5188 |
| Michael Plotzke           | WEAVERVILLE HARDWARE, INC.          | Highway 299 West              | Weaverville      | CA | 96093      | 530-623-6132 |
| Dorinda Francia           | GLENRAN CORPORATION                 | 6441 E Spring St              | Long Beach       | CA | 90808-4022 | 562-982-0285 |
| Mark Schulein             | CROWN HARDWARE, INC.                | 9045 Adams Ave                | Huntington Beach | CA | 92646-3401 | 714-962-1850 |
| Michael Nelson            | MICHAEL NELSON                      | 2051 High St                  | Selma            | CA | 93662-3512 | 559-896-3404 |
| Peter Low                 | CENTRAL BUILDERS SUPPLY, INC.       | 1949 Post St                  | San Francisco    | CA | 94115-3523 | 415-931-7503 |
| Antonio Campos            | CLEVENGER MERCANTILE, LLC           | 2342 W Tahoe                  | Caruthers        | CA | 93609      | 559-864-3019 |
| James Michael Scarborough | SCARBOROUGH LUMBER                  | 218 Mount Hermon Rd           | Scotts Valley    | CA | 95066-4039 | 831-438-0581 |
| Carole Mascherini         | GARRETT HARDWARE OF WINDSOR, INC.   | 10540 Old Redwood Hwy         | Windsor          | CA | 95492-8042 | 707-433-6590 |

| Owner Name                | Legal Name                          | Street                      | City               | St | Zip Code   | Phone #      |
|---------------------------|-------------------------------------|-----------------------------|--------------------|----|------------|--------------|
| Jack Rieke                | COONEY, PARRIS & RIEKE CORPORATION  | 2760 E St                   | Eureka             | CA | 95501-4330 | 707-442-5734 |
| Rick Karp                 | COLE HARDWARE                       | 70 4th St                   | San Francisco      | CA | 94103-3124 | 415-777-4400 |
| Kevin Jenkins             | NORTH BANK ASSOCIATES, INC.         | 2725 Central Ave            | McKinleyville      | CA | 95519-3620 | 707-839-1587 |
| John Chi                  | IRONFORGE CORP.                     | 944 S Indiana St            | Los Angeles        | CA | 90023-2323 | 323-265-2008 |
| James Whitaker            | WHITAKER HARDWARE INC.              | 179 E High St               | Moorpark           | CA | 93021-1120 | 805-529-1526 |
| Michael Stine             | WATERFORD FARM SUPPLY, INC.         | 120 F Street                | Waterford          | CA | 95386      | 209-874-2391 |
| James Michael Scarborough | SCARBOROUGH HOME CENTER, INC.       | 12990 Highway 9             | Boulder Creek      | CA | 95006-9118 | 831-338-6467 |
| Tyler Barnes              | LONG BEACH ACE HARDWARE             | 746 E 4th St                | Long Beach         | CA | 90802-2605 | 562-432-2100 |
| Michael Johnson           | D & J LUMBER CO, INC.               | 1725 Airline Hwy            | Hollister          | CA | 95023-5612 | 831-634-1590 |
| Larry Dorn                | PALM DESERT ACE HARDWARE, INC       | 74058 Highway 111           | Palm Desert        | CA | 92260-4106 | 760-568-1861 |
| Paul A Filice             | MINERS ACE HARDWARE, INC.           | 510 Atascadero Rd           | Morro Bay          | CA | 93442-1606 | 805-772-2233 |
| Todd Martin               | VALSUP, INC                         | 1350 Hartnell Ave           | Redding            | CA | 96002-2235 | 530-222-6461 |
| Derek Jung                | DEREK JUNG                          | 595 Dutton Ave              | San Leandro        | CA | 94577-2043 | 510-632-5263 |
| Socorro Barraza           | ZIEGLER'S HARDWARE & SUPPLY, INC.   | 3948 Tweedy Blvd            | South Gate         | CA | 90280-6120 | 323-566-1911 |
| Vasile Oros               | VASILE C. OROS                      | 2075 Market St              | San Francisco      | CA | 94114-1315 | 415-934-9010 |
| Maurice Couchot           | Thomas Ace Hardware, Inc.           | 5720 Clark Rd               | Paradise           | CA | 95969-5108 | 530-877-4442 |
| Thomas Werner             | LAKE OF THE PINES ACE HARDWARE, INC | 10868 Combie Rd             | Auburn             | CA | 95602-8951 | 530-268-3484 |
| Paul Shanabarger          | WOODCREST ACE HARDWARE, INC.        | 18845 Van Buren Blvd Ste B5 | Riverside          | CA | 92508-9180 | 951-789-0731 |
| Timothy Kuhn              | TIMOTHY R. KUHN                     | 7930 State Highway 99E      | Los Molinos        | CA | 96055-9781 | 530-384-1250 |
| Michael Pierre Jr.        | Mission Ace Hardware, Inc.          | 4310 Sonoma Hwy             | Santa Rosa         | CA | 95409-4133 | 707-539-7070 |
| Mark Balfrey              | BIG B LUMBERTERIA INC.              | 6600 Brentwood Blvd         | Brentwood          | CA | 94513-2119 | 925-634-2442 |
| Douglas B. Wright         | MOUNTAIN HARDWARE AND SPORTS, INC.  | 11320 Donner Pass Rd        | Truckee            | CA | 96161-4963 | 530-587-4844 |
| Michael Olson             | FULLERTON HARDWARE, INC.            | 117 W Commonwealth Ave      | Fullerton          | CA | 92832-1808 | 714-526-3351 |
| William Snider            | BENALI, INC.                        | 1409 Moraga Way             | Moraga             | CA | 94556-1914 | 925-376-3600 |
| Russell Wilson            | JEFFERY RUSSELL, INC.               | 8914 Santa Monica Blvd      | West Hollywood     | CA | 90069-4902 | 310-652-0123 |
| Manuel Rodrigues          | Ace Hardware of Watsonville, Inc.   | 265 Reservation Rd          | Marina             | CA | 93933-3182 | 831-884-9476 |
| Charles Geyer             | ALSCO-GEYER IRRIGATION, INC.        | 600 5TH STREET              | Arbuckle           | CA | 95912      | 530-476-3003 |
| Mark Schulein             | CROWN HARDWARE, INC.                | 5765 E Santa Ana Canyon Rd  | Anaheim            | CA | 92807-3251 | 714-998-5282 |
| Faron Moyers              | FOOTHILL VENTURES, INC.             | 347 Preston Ave             | Ione               | CA | 95640-9158 | 209-274-2101 |
| Paul A Filice             | MINER'S ACE HARDWARE, INC.          | 1080 Los Osos Valley Rd     | Los Osos           | CA | 93402-3237 | 805-528-5255 |
| Martha J Asten            | Cliff's Variety LP                  | 479 Castro St               | San Francisco      | CA | 94114-2019 | 415-431-5365 |
| Richard Johnson           | PROVOST HARDWARE, INC.              | 115 S Riverside Ave         | Rialto             | CA | 92376-6413 | 909-875-1821 |
| Richard Johnson           | LA HABRA HARDWARE, INC.             | 344 W La Habra Blvd         | La Habra           | CA | 90631-5406 | 562-697-8118 |
| Ali Azimian               | Azimian Hardware, Inc.              | 1136 Forest Ave             | Pacific Grove      | CA | 93950-5105 | 831-372-3284 |
| Robert Hewitt             | HEWITT HARDWARE, INC.               | 428 Main St                 | Templeton          | CA | 93465      | 805-434-1430 |
| Michael Johnson           | D & J LUMBER CO, INC.               | 1215 S Main St              | Salinas            | CA | 93901-2207 | 831-775-0523 |
| Gary Hauer                | EBBETTS PASS LUMBER CO., INC.       | 981 Blagen Rd               | Arnold             | CA | 95223-9612 | 209-795-1331 |
| Galen Moghtaderi          | G.D. BUILDERS HARDWARE, INC.        | 13241 Ventura Blvd          | Studio City        | CA | 91604-1835 | 818-784-6274 |
| William Meanley           | HAMMER & NAILS HARDWARE, INC.       | 890 Turquoise St            | San Diego          | CA | 92109-1126 | 858-488-6881 |
| Doug Wright               | MOUNTAIN HARDWARE AND SPORTS, INC.  | 282 Bonta St                | Blairsden Graeagle | CA | 96103-9000 | 530-836-2589 |
| Paul A Filice             | MINER'S ACE HARDWARE, INC.          | 9370 El Camino Real         | Atascadero         | CA | 93422-5512 | 805-466-0270 |
| Sheraz S Hajjidamji       | SZ ASSOCIATES, INC.                 | 5429 Sepulveda Blvd         | Culver City        | CA | 90230-5511 | 310-398-1251 |
| Leslie Mc Donald          | BEN - LIN INVESTMENTS, INC.         | 2967 Ygnacio Valley Rd      | Walnut Creek       | CA | 94598-3535 | 925-935-6500 |
| Adam Lawrence             | SHELDON ACE HARDWARE, INC.          | 9021 Grant Line Rd          | Elk Grove          | CA | 95624-9412 | 916-686-4650 |
| Eric Hassett              | Hassett Hardware                    | 111 Main St                 | Half Moon Bay      | CA | 94019-1705 | 650-726-5505 |
| Basil Kruger              | FRONTIER HARDWARE CO., INC.         | 297 W Sierra Madre Blvd     | Sierra Madre       | CA | 91024-2355 | 626-355-3365 |
| Richard Karp              | COLE HARDWARE                       | 2254 Polk St                | San Francisco      | CA | 94109-1820 | 415-674-8913 |
| Gary Kalsbeek             | GBK CORPORATION                     | 1900 Marx Way               | Anderson           | CA | 96007-4285 | 530-365-3783 |
| Monica Funk               | FUNK KAY HARDWARE, INC.             | 140 Pine St                 | San Francisco      | CA | 94111-5526 | 415-662-7744 |
| Brian Odell               | BOUND FOR HAWAII, INC.              | 303 Arlington Ave           | Kensington         | CA | 94707-1600 | 510-525-2222 |
| Todd Martin               | MVS HARDWARE INC.                   | 4490 Westside Rd            | Redding            | CA | 96001-3738 | 530-243-2381 |
| Gary Kalsbeek             | GBK CORPORATION                     | 2225 Eureka Way             | Redding            | CA | 96001-0313 | 530-243-6028 |
| Sal Alvarez               | ALVAREZ HARDWARE, INC.              | 8123 Prunedale North Rd     | Salinas            | CA | 93907-8826 | 831-663-2610 |
| Mark Morgan               | BOTALOTAWORK INC.                   | 3694 Hwy 20                 | Nice               | CA | 95464      | 707-274-6607 |
| Nancy Adams               | MERRITT'S GARDEN CENTER             | 1302 N Hacienda Blvd        | La Puente          | CA | 91744-1632 | 626-917-2228 |
| Thomas Werner             | Granite Bay Ace Hardware, Inc.      | 8665 Auburn Folsom Rd       | Granite Bay        | CA | 95746-6202 | 916-797-3993 |
| Steven Joseph             | HIGH COUNTRY LUMBER, INC.           | 243 Sierra Manor Rd         | Mammoth Lakes      | CA | 93546      | 760-924-8876 |
| Benjamin Pforsich         | ORLAND HARDWARE, INC.               | 820 5th St                  | Orland             | CA | 95963-1709 | 530-865-2395 |
| Patrick Mc Whorter        | MC WHORTER & KING                   | 86 Sunnybrae Ctr            | Arcata             | CA | 95521-6742 | 707-822-7009 |
| Ceva Courtemanche         | HENSEL'S ACE HARDWARE               | 884 9th St                  | Arcata             | CA | 95521-6230 | 707-822-2965 |
| Vasile Oros               | VASILE C. OROS                      | 700 Santa Cruz Ave          | Menlo Park         | CA | 94025-4505 | 650-325-2515 |
| Darrin Kaczorowski        | HOVIS HARDWARE, INC.                | 37113 State Highway 299 E   | Burney             | CA | 96013-4216 | 530-335-5471 |
| John Davis                | JOHN A. DAVIS                       | 7238 Murieta Dr Ste A-6     | Rancho Murieta     | CA | 95683-9700 | 916-354-1970 |
| Michael Mangini           | MANGINI FAMILY ENTERPRISES, INC.    | 13860 Willow Glen Rd        | Oregon House       | CA | 95962-9601 | 530-692-1841 |
| Jerry King                | FORTUNA ACE HARDWARE & GARDEN INC.  | 140 S Fortuna Blvd          | Fortuna            | CA | 95540-2705 | 707-725-8647 |
| David Harrison            | D & D VENTURE GROUP, INC.           | 2739 Yulupa Ave             | Santa Rosa         | CA | 95405-8534 | 707-524-2515 |
| John Elmensdorp           | WATERSTREET COMPANY, INC.           | 318 Caledonia St            | Sausalito          | CA | 94965-1902 | 415-332-4318 |
| Scott Mc Kenzie           | MC KENZIE HARDWARE, INC.            | 35 Main St                  | Winters            | CA | 95694-1722 | 530-795-3368 |
| William Griffin           | GRIFFIN HARDWARE CO.                | 10511 4S Commons Dr #156    | San Diego          | CA | 92127-3515 | 858-385-1801 |
| Salim Virji               | SALIM M. VIRJI                      | 403 Pacific Coast Hwy       | Hermosa Beach      | CA | 90254-4835 | 310-372-2414 |
| Paul Khasigian            | Khasigian Brothers, Inc.            | 113 E Main St               | Fowler             | CA | 93625-2434 | 559-834-4844 |
| Heiman Cheim              | UNION LUMBER COMPANY OF MARYSVILLE, | 401 B St                    | Marysville         | CA | 95901-5717 | 530-743-4621 |
| Mark Schulein             | CROWN HARDWARE, INC.                | 12157 5th St                | Yucaipa            | CA | 92399-2417 | 909-797-1166 |
| Mark Schulein             | CROWN HARDWARE, INC.                | 7351 Mission Blvd           | Riverside          | CA | 92509-2917 | 951-681-2669 |
| Joseph Falabrino          | SUPERHARDWARE, INC.                 | 531 S Glendora Ave          | Glendora           | CA | 91741-6212 | 626-914-7980 |
| Johnny Cheng              | J.W.PLUMBING SUPPLIES CO., INC.     | 6122 Geary Blvd             | San Francisco      | CA | 94121-1910 | 415-752-1888 |

| Owner Name                | Legal Name                         | Street                            | City                | St | Zip Code   | Phone #      |
|---------------------------|------------------------------------|-----------------------------------|---------------------|----|------------|--------------|
| Manual Rodrigues          | Ace Hardware of Watsonville, Inc.  | 1561 N Sanborn Rd                 | Salinas             | CA | 93905-4717 | 831-422-2233 |
| Mamoru (Mark) Yamayosh    | JACT, INC.                         | 1321 Main St                      | Newman              | CA | 95360-1326 | 209-862-0888 |
| Loralee Williamson        | CDCT PARTNERSHIP                   | 3071 W Bullard Ave # 106          | Fresno              | CA | 93711-1609 | 559-435-1652 |
| Jack Rieke                | WILLOW CREEK ACE HARDWARE          | 39168 Hwy 299                     | Willow Creek        | CA | 95573      | 530-629-2425 |
| Richard Clark             | CLARK'S HARDWARE, INC.             | 325 Lincoln Ave                   | Napa                | CA | 94558-3606 | 707-255-4272 |
| Vasile Oros               | VASILE C. OROS                     | 235 Park Rd                       | Burlingame          | CA | 94010-4205 | 650-340-1818 |
| Robert D Blum             | BLUM ENTERPRISES, INC.             | 4121 Cameron Park Dr              | Cameron Park        | CA | 95682-8415 | 530-677-4417 |
| Paul Shanabarger          | Woodcrest Ace Hardware, Inc.       | 23881 Clinton Keith Rd            | Wildomar            | CA | 92595-7894 | 951-834-9075 |
| Kevin Fisher              | WALNUT CREEK HARDWARE, LLC         | 2044 Mt Diablo Blvd               | Walnut Creek        | CA | 94596-4302 | 925-705-7500 |
| Matthew C Brenner         | BRENNER HOME CENTER, INC.          | 303 S Diamond Bar Blvd            | Diamond Bar         | CA | 91765-1613 | 909-861-5861 |
| Harry Schwartz            | STERLING HARDWARE GROUP            | 675 6th Ave                       | San Diego           | CA | 92101-7011 | 619-544-9400 |
| Eric Hassett              | Hassett Hardware                   | 545 1st Ave                       | San Mateo           | CA | 94401-3213 | 650-348-1082 |
| Todd L Martin             | VALLEY WEST ACE HARDWARE INC.      | 20639 Gas Point Rd                | Cottonwood          | CA | 96022-9295 | 530-347-2900 |
| Manuel F Rodrigues        | Ace Hardware of Watsonville, Inc.  | 1260 First St Ste B               | Gilroy              | CA | 95020-4734 | 408-847-5890 |
| Christopher E Kretz       | THREE VALLEY INVESTMENTS, LLC      | 3211 Danville Blvd                | Alamo               | CA | 94507-1913 | 925-837-2420 |
| Paul A Filice             | MINER'S ACE HARDWARE, INC.         | 553 W Tefft St                    | Nipomo              | CA | 93444-8949 | 805-929-3223 |
| John T Potts              | TEEPEE III, LLC                    | 1347 Tavern Rd Ste C 4/5          | Alpine              | CA | 91901-3853 | 619-445-8100 |
| Paul A Filice             | MINER'S ACE HARDWARE, INC.         | 2034 Santa Barbara Ave            | San Luis Obispo     | CA | 93401-5220 | 805-543-2191 |
| Scott Mckenzie            | McKenzie Hardware, Inc.            | 16851 Yolo Ave                    | Esparto             | CA | 95627-9998 | 530-787-3800 |
| Brooks W Schaffer         | DINUBA LUMBER COMPANY              | 441 W Tulare Street               | Dinuba              | CA | 93618-2634 | 559-591-4485 |
| Michael K Mayfield        | MENDO MILL & LUMBER CO.            | 2465 S Main Street                | Lakeport            | CA | 95453-5648 | 707-263-8400 |
| Jeffrey Leopold           | STANDARD 5-10-25 CENT STORES, LLC  | 180 Merrydale Rd                  | San Rafael          | CA | 94903-4013 | 415-479-9393 |
| Gary Kalsbeek             | GBK CORPORATION                    | 3020 Cascade Blvd                 | Shasta Lake         | CA | 96019-2220 | 530-275-1721 |
| Jeffrey B Bourke          | G & G HARDWARE, INC.               | 729 S Broadway St                 | Yreka               | CA | 96097-3310 | 530-842-7351 |
| Ram K Mittal              | Swami Hardware LLC                 | 14000 Crenshaw Blvd               | Gardena             | CA | 90249-2783 | 909-716-9894 |
| Matthew K Richert         | RICHERT LUMBER CO., INC.           | 5505 Sunol Blvd                   | Pleasanton          | CA | 94566-7765 | 925-846-5040 |
| James Michael Scarborough | SCARBOROUGH HOME CENTER, INC.      | 290 the Crossroads                | Carmel              | CA | 93923-8651 | 831-293-8050 |
| Mark Schulein             | CROWN HARDWARE, INC.               | 4615 Clairemont Dr                | San Diego           | CA | 92117-2702 | 858-273-1608 |
| Elaina V Parker           | DINSMORE INVESTMENTS LLC           | 43819 State Highway 36            | Bridgeville         | CA | 95526-9612 | 707-574-6388 |
| Christopher E Kretz       | THREE VALLEY INVESTMENTS, LLC      | 3438 Camino Tassajara             | Danville            | CA | 94506-4680 | 925-736-6380 |
| Dennis Nilsen             | Nilsen Feed & Grain Company        | 502 Broadway                      | Eureka              | CA | 95501-0119 | 707-442-3741 |
| Ross Hardester            | Walter R. Hardester, Inc.          | 18983 Hartmann Rd                 | Hidden Valley Lake  | CA | 95467-8310 | 707-987-2200 |
| Harrison David            | D & D Venture Group, Inc.          | 451 Oceana Blvd                   | Pacifica            | CA | 94044-1901 | 650-355-2922 |
| Shaukat Hajidamji         | SSD Associates Inc                 | 1967 W Carson St                  | Torrance            | CA | 90501-3217 | 310-328-4274 |
| Ali Azimian               | Azimian Hardware, Inc.             | 6469 Almaden Expy                 | San Jose            | CA | 95120-2926 | 408-997-1784 |
| Manuel Rodrigues          | Ace Hardware of Watsonville, Inc.  | 1820 Freedom Blvd                 | Freedom             | CA | 95019-3000 | 831-724-4740 |
| Abdul Kareem Al Mudhafar  | Mk Global Hardware LLC             | 11919 Valley View St              | Garden Grove        | CA | 92845-1238 | 657-400-9143 |
| Erich W Sender            | Sender's Market Ace Hardware, LLC  | 72 S Highway 26                   | Valley Springs      | CA | 95252-9485 | 209-772-1337 |
| Fred Brenda               | Valley Farm Supply Stores, Inc.    | 6650 E Whitmore Ave               | Hughson             | CA | 95326-9004 | 209-883-9000 |
| Michael C Nelson          | Michael C. Nelson                  | 2125 10th Ave                     | Kingsburg           | CA | 93631-1003 | 559-257-3880 |
| Charles Geyer             | ALSCO-GEYER IRRIGATION, INC.       | 255 N Tehama St                   | Willows             | CA | 95988-2815 | 530-934-4900 |
| Jose Alvarez              | Castroville Ace Hardware, Inc.     | 11262 Merritt St                  | Castroville         | CA | 95012-3420 | 831-633-4773 |
| Eric Hassett              | Hassett Hardware                   | 282 Woodside Plz                  | Redwood City        | CA | 94061-3260 | 650-474-2223 |
| Ly Tran                   | My Paint Stop LLC                  | 1563 Polk St                      | San Francisco       | CA | 94109-3606 | 415-673-8900 |
| Manuel F Rodrigues        | Ace Hardware of Watsonville, Inc.  | 1056 E Lake Ave                   | Watsonville         | CA | 95076-3406 | 831-724-4795 |
| Michael J Stone           | Albeco, Inc.                       | 22 Bayhill Shopping Ctr           | San Bruno           | CA | 94066-2902 | 650-873-8075 |
| Fadel Maida               | Saddleback Hardware Store, Inc.    | 16921 E Avenue O                  | Palmdale            | CA | 93591-3045 | 661-264-1178 |
| Fred Brenda               | Valley Farm Supply Stores, Inc.    | 2380 Walnut Ave                   | Livingston          | CA | 95334-1848 | 209-394-1755 |
| Paul Khasigian            | Khasigian Brothers, Inc.           | 975 E Manning Ave                 | Reedley             | CA | 93654-2348 | 559-743-7888 |
| Troy D. Foster            | Mariposa Home and Hardware, Inc.   | 5188 Highway 49 North             | Mariposa            | CA | 95338      | 209-966-2692 |
| Rick Karp                 | Cole Hardware                      | 5533 College Ave                  | Oakland             | CA | 94618-1538 | 510-463-2653 |
| Vasile C. Oros            | Saratoga Hardware, LLC             | 12870 Saratoga Sunnyvale Rd Ste E | Saratoga            | CA | 95070-4221 | 408-898-3154 |
| Jose Alvarez              | Castroville Ace Hardware, Inc.     | 851 5th St                        | Gonzales            | CA | 93926-9437 | 831-290-5111 |
| Jack L. Rieke             | Cooney, Parris & Rieke Corporation | 2520 Harris St                    | Eureka              | CA | 95503-4855 | 707-798-6041 |
| James Michael Scarborough | Scarborough Home Center, Inc.      | 401 Mid Valley Ctr                | Carmel              | CA | 93923-8512 | 831-250-5666 |
| Michelle Williams         | Fresno Ag Hardware, Inc.           | 4590 N 1st St                     | Fresno              | CA | 93726-2327 | 559-224-6441 |
| Kenneth Dunaj             | KKZ, LLC                           | 11280 CA-1                        | Point Reyes Station | CA | 94956      | 415-663-1737 |
| Damon Pham                | D & D Venture Group, Inc.          | 1826 4th St                       | San Rafael          | CA | 94901-2648 | 415-261-9200 |
| Christopher Fragapane     | Sierra Gold Hardware, Inc.         | 17705 State Highway 49            | Plymouth            | CA | 95669-9705 | 209-245-4911 |
| Frank Dean Webb Sr.       | Frank Webb Construction            | 4505 Wheatland Rd                 | Wheatland           | CA | 95692-9718 | 530-633-2534 |
| Jason Zaremba             | Zaremba Hardware, LLC              | 849 Almar Ave                     | Santa Cruz          | CA | 95060-5875 | 831-426-7650 |
| Rick Karp                 | Cole Hardware                      | 627 Vallejo St                    | San Francisco       | CA | 94133-3918 | 415-432-2653 |
| Abdul S. Ghafarzada       | Tampa Hardware Store Co.           | 663 W Channel Islands Blvd        | Port Hueneme        | CA | 93041-2138 | 805-228-1147 |
| Kerry Kitazaki            | Pleasant Valley Hardware Corp.     | 109 N 5th St                      | Coalinga            | CA | 93210-1901 | 559-935-2961 |
| Raymond A. Kurzeka        | Franklin's Hardware                | 21936 Ventura Blvd                | Woodland Hills      | CA | 91364-1724 | 818-347-6800 |
| Jeffrey Leopold           | Standard 5-10-25 Cent Stores, LLC  | 4024 MacArthur Blvd               | Oakland             | CA | 94619-1904 | 510-530-1966 |
| Eric Hassett              | Hassett Hardware                   | 1029 Alameda                      | Belmont             | CA | 94002-3507 | 650-593-4072 |
| Paul A Filice             | Miner's Ace Hardware, Inc.         | 568 W Main St                     | Santa Paula         | CA | 93060-3929 | 805-525-1346 |
| Richard Crevelt           | PV Hardware Inc.                   | 112 Portola Rd                    | Portola Valley      | CA | 94028-7825 | 650-851-0116 |
| Thomas Janousek           | Chardon Corp.                      | 2032 Nevada City Hwy              | Grass Valley        | CA | 95945-7700 | 530-273-6105 |
| Harry Schwartz            | Sterling Hardware Hillcrest        | 1003 University Ave               | San Diego           | CA | 92103-3309 | 619-291-5988 |
| Kenneth Young             | Lockeford Hardware, Inc.           | 18960 N Highway 88                | Lockeford           | CA | 95237-9786 | 209-727-3791 |
| Kenneth L. Young          | Lockeford Hardware, Inc.           | 3505 Spangler Ln Suite 111        | Copperopolis        | CA | 95228-9424 | 209-785-9500 |
| Cheng K. Saefong          | Foothill Divide Inc                | 3923 Courageous Rd                | Greenwood           | CA | 95635-9716 | 530-885-7421 |
| Tami DeJong               | D&T Mountain Enterprises Inc       | 417 Main St                       | Chester             | CA | 96020      | 530-258-3955 |
| Fred Brenda               | Valley Farm Supply Stores, Inc.    | 308 Trinity Ave                   | Chowchilla          | CA | 93610-2850 | 559-665-2750 |



| Owner Name             | Legal Name                          | Street                        | City                | St | Zip Code   | Phone #      |
|------------------------|-------------------------------------|-------------------------------|---------------------|----|------------|--------------|
| Fred Brenda            | Valley Farm Supply Stores, Inc.     | 1220 S Madera Ave             | Kerman              | CA | 93630-9139 | 559-842-4242 |
| Richard Crevelt        | Aptos Hardware Inc.                 | 72 Rancho Del Mar             | Aptos               | CA | 95003-3901 | 831-662-0222 |
| Ali Azimian            | Azimian Hardware, Inc.              | 787 the Alameda               | San Jose            | CA | 95126-3184 | 669-342-7003 |
| Darek Borba            | Auburn Hardware & Rental, LLC       | 420 Grass Valley Hwy          | Auburn              | CA | 95603-3714 | 530-889-8258 |
| David Lease            | Hargan, LLC                         | 16760 Placer Hills Rd         | Meadow Vista        | CA | 95722-9532 | 530-878-0484 |
| Kenneth Tashman        | Tashman Screens & Hardware, Inc.    | 7769 Santa Monica Blvd        | West Hollywood      | CA | 90046-6221 | 323-656-3737 |
| Richard Reese          | Standard Plumbing Supply Company,   | 3650 Chester Ave              | Bakersfield         | CA | 93301-1350 | 661-327-5105 |
| Richard Reese          | Standard Plumbing Supply Company,   | 2020 S Chester Ave            | Bakersfield         | CA | 93304-5242 | 661-833-5450 |
| Richard Reese          | Standard Plumbing Supply Company,   | 555 Walker St                 | Shafter             | CA | 93263-2153 | 661-746-6868 |
| Stephen Larsen         | Hardware in CA, LLC                 | 49211 Grapefruit Blvd         | Coachella           | CA | 92236      | 760-296-1278 |
| James Reimer           | San Dimas Hardware, Inc.            | 201 W Bonita Ave              | San Dimas           | CA | 91773-3087 | 909-599-2113 |
| Pedro S. Alcantar      | Alcantar Hardware, Inc.             | 600 Broadway St, Suite B      | King City           | CA | 93930-3244 | 831-385-5898 |
| Michael C. Neslon      | Michael C. Nelson                   | 2230 W Walnut Ave             | Visalia             | CA | 93277-4357 | 559-667-9260 |
| Steven Denault         | Denault's Hardware-Home Centers, In | 31862 Del Obispo St           | San Juan Capistrano | CA | 92675-3204 | 949-493-1031 |
| Steven Denault         | Denault's Hardware-Home Centers, In | 535 N El Camino Real          | San Clemente        | CA | 92672-4761 | 949-492-3801 |
| Steven Denault         | Denault's Hardware-Home Centers, In | 30031 Town Center Dr          | Laguna Niguel       | CA | 92677-2047 | 949-495-3636 |
| Steven Denault         | Denault's Hardware-Home Centers, In | 26006 Marguerite Pkwy         | Mission Viejo       | CA | 92692-3262 | 949-582-8767 |
| Steven Denault         | Denault's Hardware-Home Centers, In | 975 Carlsbad Village Dr       | Carlsbad            | CA | 92008-1802 | 760-434-1711 |
| Joseph Jeffries        | Westlake Hardware, Inc.             | 1536 E Champlain Dr           | Fresno              | CA | 93720-5624 | 559-214-0079 |
| Meredith Miller        | Sierra Hardware Corporation         | 1785 E Palm Canyon Dr         | Palm Springs        | CA | 92264-1630 | 760-322-1951 |
| Raymond Kurzeka A.     | Kurzeka Hardware CO. INC.           | 7838 Telegraph Rd             | Ventura             | CA | 93004-1503 | 805-323-5353 |
| Joseph Jeffries        | Westlake Hardware, Inc.             | 2020 S Bundy Dr               | West Los Angeles    | CA | 90025-6102 | 310-893-1143 |
| Joseph Jeffries        | Westlake Hardware, Inc.             | 452 Fair Oaks Ave             | South Pasadena      | CA | 91030-1817 | 626-817-7690 |
| Joseph Jeffries        | Westlake Hardware, Inc.             | 1934 E Avenida De Los Arboles | Thousand Oaks       | CA | 91362-1354 | 805-267-1785 |
| Joseph Jeffries        | Westlake Hardware, Inc.             | 3051 Geer Rd                  | Turlock             | CA | 95382-1104 | 209-850-4913 |
| Joseph Jeffries        | Westlake Hardware, Inc.             | 2555 Charleston Rd            | Mountain View       | CA | 94043-1623 | 650-528-2123 |
| Joseph Jeffries        | Westlake Hardware, Inc.             | 1440 Fitzgerald Dr            | Pinole              | CA | 94564-2227 | 510-939-6003 |
| Joseph Jeffries        | Westlake Hardware, Inc.             | 1350 E Main St                | Woodland            | CA | 95776-3551 | 530-665-1036 |
| Joseph Jeffries        | Westlake Hardware, Inc.             | 231 W East Ave                | Chico               | CA | 95926-7202 | 530-636-7601 |
| Christopher E. Kretz   | Three Valley Investments, LLC       | 7373 Village Pkwy             | Dublin              | CA | 94568-2031 | 925-520-3190 |
| Ali Azimian            | Azimian Hardware, INC.              | 2253 Lincoln Ave              | San Jose            | CA | 95125-2725 | 408-960-8119 |
| Paul A Filice          | Miner's Ace Hardware, Inc.          | 125 N Fairview Ave            | Goleta              | CA | 93117-2304 | 805-679-5185 |
| Chris Swanson          | Strand Ace Hardware, Inc.           | 1800 Oakdale Rd               | Modesto             | CA | 95355-2986 | 209-488-4224 |
| Mark Schulein          | Lifestyle Davis LLC                 | 815 3rd Street                | Davis               | CA | 95616      | 530-758-8000 |
| Jeffrey Leopold        | Stan's Hardware, LLC                | 501 Sunset Dr                 | Antioch             | CA | 94509-2848 | 925-757-2500 |
| Jeffrey Leopold        | Stan's Hardware, LLC                | 3100 Main St Suite 266        | Oakley              | CA | 94561-6019 | 925-625-2449 |
| Jeffrey Leopold        | Stan's Hardware, LLC                | 125 E Leland Rd               | Pittsburg           | CA | 94565-4948 | 925-432-6089 |
| Robert Allen Nelson    | Triple D Hardware Company           | 2695 N Tracy Blvd             | Tracy               | CA | 95376-1716 | 209-835-8286 |
| Robert Allen Nelson    | Triple D Hardware Company           | 2531 E Whitmore Ave           | Ceres               | CA | 95307-2646 | 209-537-4811 |
| Mamoru Yamayoshi       | Jact, Inc.                          | 53 S 3rd St                   | Patterson           | CA | 95363-2508 | 209-892-9108 |
| Jason Zaremba          | Zaremba Hardware, LLC               | 1214 Soquel Ave               | Santa Cruz          | CA | 95062-2108 | 831-457-2222 |
| Mark Schulein          | Lifestyle Rio Vista LLC             | 506 State Highway 12          | Rio Vista           | CA | 94571-1438 | 707-374-6434 |
| Douglas B. Wright      | Mountain Hardware and Sports, Inc.  | 10001 Soaring Way Suite 105   | Truckee             | CA | 96161      | 530-563-2950 |
| Miles Sorensen         | Sorensen's Farm and Home Supply, In | 402 Washington Ave            | Los Banos           | CA | 93635-4647 | 209-826-2001 |
| Joseph Jeffries        | Westlake Hardware, Inc.             | 3100 Foothill Blvd            | La Crescenta        | CA | 91214-2630 | 818-658-5092 |
| Joseph Jeffries        | Westlake Hardware, Inc.             | 5960 Sepulveda Blvd           | Van Nuys            | CA | 91411-2509 | 818-453-9537 |
| Farid Shalabi          | HAUSA Corporation                   | 1800 N Long Beach Blvd        | Compton             | CA | 90221-1204 | 310-710-1546 |
| Farid Shalabi          | HAUSA Corporation                   | 1230 E McFadden Ave           | Santa Ana           | CA | 92705-4106 | 714-913-3149 |
| Jeffrey I Swigard      | Swigard's True Value Hardware, Inc. | 200 Lake Blvd N               | Tahoe City          | CA | 96145      | 530-583-3738 |
| Thomas J Werner        | Capitol Ace Hardware, Inc.          | 1815 I St                     | Sacramento          | CA | 95811-3003 | 916-446-5246 |
| Kenneth Young          | Lockeford Hardware, Inc.            | 211 N Ham Lane Suite C1       | Lodi                | CA | 95242      | 209-426-5414 |
| Michael D. Langenfeld  | Langenfeld Companies Inc.           | 1931 Lake Tahoe Blvd          | South Lake Tahoe    | CA | 96150-6302 | 530-541-3601 |
| Michael M. Scarborough | Scarborough Pipe & Sprinkler Supply | 5010 Scotts Valley Dr         | Scotts Valley       | CA | 95066-4210 | 831-438-6450 |
| Fadel Maida            | Acton Hardware Store, Inc.          | 31814 Crown Valley Rd         | Acton               | CA | 93510-2501 | 661-269-4223 |
| David Bayles           | El Centro Ace Hardware LLC          | 1041 N Imperial Ave           | El Centro           | CA | 92243-1737 | 760-353-5280 |
| David Bayles           | Holtville Ace Hardware LLC          | 123 E 5th St                  | Holtville           | CA | 92250-1261 | 760-356-2954 |
| David Bayles           | Brawley Ace Hardware LLC            | 415 W Main St                 | Brawley             | CA | 92227-2244 | 760-344-4440 |
| Gregory Brening        | One Hardware Inc.                   | 3690 Taylor Rd                | Loomis              | CA | 95650-9285 | 916-672-0188 |
| Mark Schulein          | Lifestyle Susanville LLC            | 2950 Main St                  | Susanville          | CA | 96130-4730 | 530-257-4117 |
| Jay Fowler             | Fowler Hardware L.L.C.              | 205 Cutting Blvd              | Richmond            | CA | 94804-2127 | 510-233-1988 |
| Matt Fales             | Lifestyle Calistoga LLC             | 1450 Lincoln Ave              | Calistoga           | CA | 94515-1418 | 707-942-4396 |
| Joseph Jeffries        | Westlake Hardware, Inc.             | 1450 1st St                   | Livermore           | CA | 94550-4204 | 925-290-8815 |
| Jason Zaremba          | Santa Cruz Hardware LLC             | 201 Front St                  | Santa Cruz          | CA | 95060-4544 | 831-621-2821 |
| Christopher E Kretz    | Three Valley Investments, LLC       | 3181 Crow Canyon Pl           | San Ramon           | CA | 94583-1325 | 925-234-9080 |
| Charles C. Geyer       | Also - Geyer Irrigation, Inc.       | 22690 Antelope Blvd           | Red Bluff           | CA | 96080-8871 | 530-737-6121 |
| Ali Azimian            | Azimian Hardware, Inc.              | 1760 S Bascom Ave             | Campbell            | CA | 95008-0608 | 408-628-4077 |
| Robert Allen Nelson    | Triple D Hardware Company           | 9680 Bruceville Rd            | Elk Grove           | CA | 95757-5950 | 916-829-2104 |
| Matt Fales             | Lifestyle Fallbrook LLC             | 640 S Main Ave                | Fallbrook           | CA | 92028-2944 | 760-728-4265 |
| Richard Crevelt        | Homestead Hardware Inc              | 2310 Homestead Road, Ste E    | Los Altos           | CA | 94024-7300 | 650-397-5466 |
| Ravinder Singh         | Hesperia Ace Hardware LLC           | 17200 Main St                 | Hesperia            | CA | 92345-6118 | 760-948-0983 |
| Alan Bryant            | Bryant Home Center, Inc.            | 40596 Westlake Dr             | Oakhurst            | CA | 93644-9024 | 559-683-7117 |
| Joseph McCarthy        | Pleasant Valley Ace, Inc.           | 4570 Pleasant Valley Rd       | Placerville         | CA | 95667-8404 | 530-644-3795 |
| Alan Bryant            | Bryant Home Center, Inc.            | 40509 Hwy 41                  | Oakhurst            | CA | 93644-9621 | 559-683-7655 |
| Christopher Swanson    | Strand Ace Hardware, Inc.           | 189 W Louise Ave              | Manteca             | CA | 95336-3407 | 209-624-7148 |
| Matt Fales             | Lifestyle Dixon LLC                 | 1505 N 1st St                 | Dixon               | CA | 95620-9798 | 707-678-5521 |
| David Harrison         | DD Hardware LLC                     | 780 E El Camino Real          | Sunnyvale           | CA | 94087-2918 | 408-746-5443 |

| Owner Name                | Legal Name                          | Street                           | City             | St | Zip Code   | Phone #      |
|---------------------------|-------------------------------------|----------------------------------|------------------|----|------------|--------------|
| Christopher Swanson       | Strand Ace Hardware, Inc.           | 150 N Wilma Ave                  | Ripon            | CA | 95366-9444 | 209-599-2141 |
| Richard Lawrence          | Emigh Hardware Co.                  | 4560 Post St                     | El Dorado Hills  | CA | 95762-7103 | 916-934-5600 |
| Dagoberto Candelario      | PDT Retail Holdings Inc.            | 1626 State Highway 99            | Gridley          | CA | 95948-2611 | 530-846-3625 |
| Thomas J Werner           | Werner Business Ventures LLC        | 5030 Folsom Blvd                 | Sacramento       | CA | 95819-4441 | 916-518-0606 |
| Morgan Scarborough        | Scarborough Tahoe, Inc.             | 200 Secline St                   | Kings Beach      | CA | 96143      | 530-546-3505 |
| Joanne K. Gilchrist       | H.G. Smith Lumber Co.               | 1441 Main St                     | Ramona           | CA | 92065-2128 | 760-789-7898 |
| Joanne K. Gilchrist       | G & L Lumber, Inc.                  | 532 B St                         | Ramona           | CA | 92065-2030 | 760-789-0240 |
| Morgan Scarborough        | Scarborough Tahoe, Inc.             | 11911 Main St                    | Fort Jones       | CA | 96032      | 530-468-2266 |
| John Taylor Potts         | Teepee III, LLC                     | 974 W El Norte Pkwy              | Escondido        | CA | 92026-3339 | 442-257-2640 |
| Ram Mittal                | Swami San Pedro Ace Hardware, LP    | 2515 S Western Ave               | San Pedro        | CA | 90732-4643 | 310-833-1223 |
| M Dene' Kankel            | Westgate Hardware LLC               | 5205 Prospect Rd Ste 180         | San Jose         | CA | 95129-5000 | 408-416-3966 |
| Michael Brown             | Camarillo Ace Hardware LLC          | 2520 Las Posas Rd                | Camarillo        | CA | 93010-3451 | 805-388-9000 |
| Logan Higginbotham McE    | LM Enterprises, Inc.                | 263 S Coast Hwy                  | Oceanside        | CA | 92054-3108 | 760-231-1431 |
| Joseph Jeffries           | Westlake Hardware, Inc.             | 11460 Porter Ranch Dr            | Northridge       | CA | 91326-4146 | 747-724-2129 |
| Matt Fales                | Lifestyle Tahoe LLC                 | 4000 Lake Tahoe Blvd Ste 20      | South Lake Tahoe | CA | 96150-7071 | 530-543-6600 |
| Joseph Jeffries           | Westlake Hardware, Inc.             | 1530 Contra Costa Blvd           | Pleasant Hill    | CA | 94523-3035 | 925-414-0261 |
| Tom Whalen                | What's Next? Corp.                  | 2526 Noriega St                  | San Francisco    | CA | 94122-4127 | 415-753-0258 |
| Joseph Jeffries           | Westlake Hardware, Inc.             | 2551 Guerneville Rd              | Santa Rosa       | CA | 95401-4000 | 707-525-8635 |
| Robert Allen Nelson       | Triple D Hardware Company           | 520 Sutter Street, Hwy 49        | Jackson          | CA | 95642-2003 | 209-223-3367 |
| Scott McKenzie            | McKenzie Hardware, Inc.             | 250 Ste I Sunset Ave             | Suisun City      | CA | 94585-1766 | 707-419-4183 |
| Oday Hishmeh              | Hishmeh Ace Inc.                    | 10615 Tierrasanta Blvd Suite A   | San Diego        | CA | 92124-2615 | 858-573-9600 |
| Michelle Birren           | J. M. Birren, Inc.                  | 13881 Campo Road #A7             | Jamul            | CA | 91935-3208 | 619-669-0300 |
| Michelle Birren           | M.J. Birren, Inc.                   | 7375 Jackson Street A-7          | San Diego        | CA | 92119-2316 | 619-461-9700 |
| Joseph Jeffries           | Westlake Hardware, Inc.             | 2910 Tapo Canyon Rd              | Simi Valley      | CA | 93063-2171 | 805-206-3023 |
| Joseph Jeffries           | Westlake Hardware, Inc.             | 537 N Glendale Ave               | Glendale         | CA | 91206-3307 | 818-937-7660 |
| Vijal Suthar              | USA Archies Hardware LLC            | 11317 Kernville Rd               | Kernville        | CA | 93238-9742 | 760-376-2426 |
| Matt Fales                | Lifestyle Frazier Park LLC          | 3320 Mt Pinos PO Box 219         | Frazier Park     | CA | 93225-0219 | 661-245-3301 |
| Daniel J Whitlock         | South Avenue, Inc.                  | 2060 South Ave                   | Corning          | CA | 96021-9796 | 530-824-2156 |
| Joseph Jeffries           | Westlake Hardware, Inc.             | 1257 E Yorba Linda Blvd          | Placentia        | CA | 92870-3830 | 657-216-0770 |
| Jessica Rowell Greenfield | Miller's Ace Hardware Inc           | 8077 Madison Ave                 | Citrus Heights   | CA | 95610-7901 | 916-760-8110 |
| Steven Bassett            | BRH GROUP, INC.                     | 1890 Shaw Ave                    | Clovis           | CA | 93611-4000 | 559-325-6730 |
| Michael Kurzeka           | MERP, Inc.                          | 1870 E Thompson Blvd             | Ventura          | CA | 93001-3439 | 805-323-5407 |
| Thomas Young              | Pini Hardware, Inc.                 | 191 San Marin Dr                 | Novato           | CA | 94945-1209 | 415-892-1577 |
| Eric Hassett              | Hassett Hardware                    | 560 San Pedro Ave                | Pacificca        | CA | 94044-3941 | 650-359-2401 |
| Ian Williams              | Fresno AG Hardware, Inc.            | 850 Herndon Ave #101             | Clovis           | CA | 93612-0563 | 559-400-8889 |
| Barrett Woods             | Dos Lagos Hardware LLC              | 2790 Cabot Dr Suite 120          | Corona           | CA | 92883-0851 | 951-223-5222 |
| Efrain Yanez              | Reedley Lumber and Windows, Inc.    | 1547 G St                        | Reedley          | CA | 93654-3433 | 559-638-2512 |
| Juan Manuel Alcantar      | Alcantar Ace Hardware               | 900 Front St                     | Soledad          | CA | 93960-3020 | 831-223-0173 |
| Oday Hishmeh              | Hishmeh Ace Inc.                    | 7756 Girard Ave                  | La Jolla         | CA | 92037-4422 | 858-424-6101 |
| Cindy Henson              | Maranatha Ace Hardware              | 7617 Felipe Ct                   | Bakersfield      | CA | 93307-8321 | 661-486-5656 |
| Richard Crevelt           | Rural Supply Hardware, Inc.         | 110 S Santa Cruz Ave             | Los Gatos        | CA | 95030-6702 | 408-354-3910 |
| Joseph Jeffries           | Westlake Hardware, Inc.             | 634 Blossom Hill Rd              | San Jose         | CA | 95123-3005 | 408-599-5001 |
| Joseph Jeffries           | Westlake Hardware, Inc.             | 5727 Nanan Rd                    | Agoura Hills     | CA | 91301-1601 | 000-000-0000 |
| Louie Shaheen             | Lousarg, Inc.                       | 7594 California City Blvd        | California City  | CA | 93505-5100 | 760-373-1116 |
| Steven Prendergast        | Lakewood Hardware LLC               | 5432 Woodruff Ave                | Lakewood         | CA | 90713-1533 | 562-303-1656 |
| Chris Swanson             | Strand Ace Hardware, Inc.           | 1010 E F St                      | Oakdale          | CA | 95361-4109 | 209-838-7992 |
| Joseph Jeffries           | Westlake Hardware, Inc.             | 699 Lewelling Blvd #100          | San Leandro      | CA | 94579-1847 | 000-000-0000 |
| Joseph Jeffries           | Westlake Hardware, Inc.             | 10349 Sepulveda Blvd             | Mission Hills    | CA | 91345-2421 | 000-000-0000 |
| Hongwei Wu                | York Summerhill LLC                 | 9450 Las Tunas Dr                | Temple City      | CA | 91780-2138 | 000-000-0000 |
| Thomas J Werner           | Blue Oaks Ace Hardware-Inc          | 7890 Painted Desert Drive        | Roseville        | CA | 95747      | 000-000-0000 |
| Adam Thompson             | Mountain Building Supply, LLC       | 1947 Lee Rd                      | Quincy           | CA | 95971-9689 | 530-283-0924 |
| Matt Fales                | Lifestyle Lafayette LLC             | 3311 Mt Diablo Blvd              | Lafayette        | CA | 94549-4011 | 925-283-3600 |
| Steven Johnson            | First Hardware, Inc.                | 3501 W 1st St                    | Santa Ana        | CA | 92703-3301 | 714-554-0902 |
| Bakhtavar Jawaid          | Wajtavar Corp.                      | 822 W Beverly Blvd               | Montebello       | CA | 90640-4213 | 000-000-0000 |
| Stephen Larsen            | Hardware IN CA 2, LLC               | 700 East Redlands Blvd, Ste 700A | Redlands         | CA | 92373-6109 | 000-000-0000 |
| Allen Henderson           | True Value Wholesale Hardware of    | 115 Lystra Ct                    | Santa Rosa       | CA | 95403-8076 | 707-545-8380 |
| Roger Van Sluis           | CBM Hardware LLC                    | 2927 S King Rd                   | San Jose         | CA | 95122-1518 | 408-274-4922 |
| Ryan Thompson             | Pert-Mack-Ace Hardware, Inc.        | 7041 Pecos St                    | Denver           | CO | 80221-7206 | 303-429-2944 |
| Timothy J Zaleski         | The Rangeley Group, Inc.            | 6900 Eudora Dr                   | Commerce City    | CO | 80022-1841 | 303-288-6641 |
| Todd McIntyre             | LA JUNTA TRADING CO. INC.           | 202 San Juan Ave                 | La Junta         | CO | 81050-1521 | 719-384-7766 |
| James Yates               | STRATTON EQUITY COOPERATIVE COMPANY | 341 - 1st Street                 | Stratton         | CO | 80836      | 719-348-5784 |
| Greg Harris               | FRASER ACE, INC.                    | 425 Zerex                        | Fraser           | CO | 80442      | 970-726-5000 |
| Vicki Peterson            | Alpine Hardware of Colorado, LLC    | 300 Puppy Smith St               | Aspen            | CO | 81611-1455 | 970-925-3031 |
| Roger Banzhaf             | BERTHOUD HARDWARE AND INDUSTRIAL IN | 525 3rd St                       | Berthoud         | CO | 80513-2679 | 970-532-5188 |
| Frederick Feller          | COLLBRAN SUPPLY INC                 | 203 Main                         | Collbran         | CO | 81624      | 970-487-3341 |
| Lucille Bevans            | BEVANS HARDWARE CORPORATION         | 151 West Mineral Ste 100         | Littleton        | CO | 80120-4510 | 303-795-9469 |
| Cheryl Schumacher         | TAMARAC HARDWARE, LLC               | 3333 S Tamarac Dr                | Denver           | CO | 80231-4362 | 303-751-7225 |
| Lorraine M. Kawcak        | M.J.K. SALES & FEED, INC.           | 2315 W 1st St                    | Craig            | CO | 81625-3612 | 970-824-6581 |
| Kim Albertson             | FRUITA CONSUMERS COOPERATIVE        | 1650 Highway 6 And 50            | Fruita           | CO | 81521-2042 | 970-858-3667 |
| Kim Albertson             | FRUITA CONSUMERS COOPERATIVE        | 995 Main                         | Nucla            | CO | 81424      | 970-864-7323 |
| Mitch Anderson            | AGFINITY, INC.                      | 55 W Bromley Ln                  | Brighton         | CO | 80601-3025 | 720-685-1980 |
| Angie Elrick              | FLAGLER FARMERS COOPORATIVE ASSOCIA | 423 Main Ave                     | Flagler          | CO | 80815-9236 | 719-765-4648 |
| Sarah Ann Mcclelland Dow  | ZMAC, INC.                          | 215 S College Ave                | Fort Collins     | CO | 80524-2810 | 970-224-4437 |
| Kirsten Pellicer          | GUST FAMILY ENTERPRISES, INC.       | 1727 Main St                     | Longmont         | CO | 80501-2035 | 303-776-5173 |
| Todd Erwin                | RON ERWIN, INC.                     | 12035 W Alameda Pkwy             | Lakewood         | CO | 80228-2701 | 303-988-1883 |
| Art Nolin                 | POUDRE VALLEY COOPERATIVE           | 225 NW Frontage Rd               | Fort Collins     | CO | 80524-9265 | 970-221-5300 |

| Owner Name            | Legal Name                          | Street                              | City              | St | Zip Code   | Phone #      |
|-----------------------|-------------------------------------|-------------------------------------|-------------------|----|------------|--------------|
| William Reid          | MACK ENTERPRISES, INC               | 561 Lone Pine Dr                    | Estes Park        | CO | 80517-9407 | 970-586-8656 |
| Paul Wenke            | STERLING DEVELOPMENT GROUP, LTD.    | 1 Enterprise Dr                     | Westcliffe        | CO | 81252-8557 | 719-783-9054 |
| James Kendrick        | DELTA HARDWARE, INC.                | 121 W Gunnison River Dr             | Delta             | CO | 81416-1814 | 970-874-9515 |
| Richard Rudy          | NIKSHA, INC.                        | 5914 S Kipling Pkwy                 | Littleton         | CO | 80127-5572 | 303-978-9048 |
| Daniel Scherer        | VALLEY ACQUISITION COMPANY, LLC     | 55 Sunset Dr                        | Basalt            | CO | 81621-9386 | 970-927-3146 |
| Kalina Culver         | CULVER MOUNTAIN CORPORATION         | 74 Hwy 119 S #1450                  | Nederland         | CO | 80466      | 303-258-3132 |
| Maurice I. Woods Jr.  | CRIPPLE CREEK HARDWARE AND SUPPLY I | 1075 Teller County Road 1           | Cripple Creek     | CO | 80813-5219 | 719-689-3525 |
| Bryan R Black         | CHOICE BUILDING SUPPLY, INC         | 525 N Broadway                      | Cortez            | CO | 81321-2001 | 970-565-4245 |
| Seth Metcalf          | PRONGHORN COUNTRY LTD.              | 21761 Highway 40/287                | Limon             | CO | 80828-9315 | 719-775-0580 |
| Maria Vanderkolk      | APEX HARDWARE STORES, INC           | 2563 Kipling St                     | Lakewood          | CO | 80215-1526 | 303-231-9400 |
| Vicki Peterson        | Alpine Hardware of Colorado, LLC    | 1011 Highway 133                    | Carbondale        | CO | 81623-1874 | 970-963-6663 |
| Daniel Scherer        | VALLEY ACQUISITION CO., LLC         | 2495 Railroad Ave                   | Rifle             | CO | 81650-3265 | 970-625-9663 |
| Kim Albertson         | FRUITA CONSUMERS COOPERATIVE        | 205 W 8th St                        | Palisade          | CO | 81526-8662 | 970-464-7277 |
| William P Moore Jr    | MOORE LUMBER & HARDWARE, INC.       | 5195 County Road 64                 | Bailey            | CO | 80421      | 720-924-3999 |
| William P Moore Jr    | GREATWOOD LUMBER & HARDWARE, LLC    | 1555 S 1st Street                   | Bennett           | CO | 80102-8638 | 303-644-5000 |
| Amy Kaplanis          | THE COUNTRY HARDWARE, INC.          | 627 W Agate Ave                     | Granby            | CO | 80446      | 970-887-3395 |
| Daniel Warner         | The Big Tool Box, Inc.              | 8080 S Holly St                     | Centennial        | CO | 80122-4001 | 303-779-8822 |
| Brett Stephenson      | EDGEWATER ACE HARDWARE, LLC         | 1719 Sheridan Blvd                  | Edgewater         | CO | 80214-1323 | 303-233-4810 |
| Keith Fitzgibbons     | FITZGIBBONS 5 L.L.C.                | 401 E Market St                     | Meeker            | CO | 81641-9621 | 970-878-4608 |
| Thomas P Mortell Jr   | BUILD A MOUNTAIN, INC.              | 200 E Colorado Ave                  | Telluride         | CO | 81435-5049 | 970-728-3640 |
| Darek Barnes          | BARNES ACE, INC.                    | 1225 N Circle Dr                    | Colorado Springs  | CO | 80909-3136 | 719-550-3702 |
| Roger Banzhaf         | BERTHOUD HARDWARE AND INDUSTRIAL, I | 8258 Colorado Blvd                  | Firestone         | CO | 80504-6800 | 303-833-9191 |
| Greg Jones            | QUALITY FARM AND RANCH CENTER, LLC  | 700 E 8th Ave                       | Yuma              | CO | 80759-2136 | 970-848-5552 |
| Greg Jones            | QUALITY FARM AND RANCH CENTER, LLC  | 333 Dexter St                       | Wray              | CO | 80758-1625 | 970-332-4931 |
| Dennis Swanson        | SWANSON HARDWARE, INC.              | 2155 Curve Plz                      | Steamboat Springs | CO | 80487-4967 | 970-879-8014 |
| John Abel             | ABEL HARDWARE, INC.                 | 22 S Townsend Ave                   | Montrose          | CO | 81401-3954 | 970-249-4924 |
| Grace Smith           | GMQ INC.                            | 525 Navajo Trail Dr                 | Pagosa Springs    | CO | 81147-8867 | 970-731-4022 |
| Darek Barnes          | BARNES ACE, INC.                    | 4201 Centennial Blvd                | Colorado Springs  | CO | 80907-3770 | 719-955-0428 |
| Brett Stephenson      | WINDSOR HARDWARE, LLC               | 1245 Main St                        | Windsor           | CO | 80550-5918 | 970-686-1470 |
| Anna Barnes           | BARNES ACE, INC.                    | 2300 N Wahsatch Ave                 | Colorado Springs  | CO | 80907-6941 | 719-577-0051 |
| Vicki Peterson        | Alpine Hardware of Colorado, LLC    | 569 32 Road #4                      | Grand Junction    | CO | 81504-7053 | 970-523-0445 |
| Sidney Wilke          | FORT LUPTON HARDWARE LLC            | 201 S Rollie Ave                    | Fort Lupton       | CO | 80621-1508 | 303-857-1695 |
| Timothy J MacDonnell  | TMAC ENTERPRISES, LLC               | 15530 W 64th Ave Ste G              | Arvada            | CO | 80007-6855 | 303-402-9691 |
| Kirby John Kuklenski  | GRECO INVESTMENTS, LLC              | 1830 W Uintah St                    | Colorado Springs  | CO | 80904-5902 | 719-227-7134 |
| Ann Cummiskey         | LMB HARDWARE CORPORATION            | 5910 S University                   | Greenwood Village | CO | 80121-2882 | 720-974-1080 |
| Kirby John Kuklenski  | GRECO INVESTMENTS II, LLC           | 2800 W 104th Ave                    | Denver            | CO | 80234-3539 | 303-531-2370 |
| Brett Stephenson      | HIGHLANDS RANCH HARDWARE, LLC       | 9579 S University Blvd              | Highlands Ranch   | CO | 80126-8106 | 303-683-6300 |
| Cheryl Schumacher     | UHILLS HARDWARE, LLC                | 2500 S Colorado Blvd                | Denver            | CO | 80222-5909 | 303-759-0980 |
| Nicholas J Kuklenski  | GRECO INVESTMENTS III, LLC          | 2730 S Academy Blvd                 | Colorado Springs  | CO | 80916-2806 | 719-392-2355 |
| Leroy O Martinez      | ACE HARDWARE OF ALAMOSA, LLC        | 157 Craft Dr                        | Alamosa           | CO | 81101-2273 | 719-589-0123 |
| Bob Kitta             | Mead Holding Company, Inc.          | 3090 E Main St                      | Canon City        | CO | 81212-2731 | 719-275-1544 |
| Mary B Cottrell       | MONTCLAIR HARDWARE, LLC             | 7100 E Colfax Ave                   | Denver            | CO | 80220-1806 | 720-484-8585 |
| William P Moore Jr    | MOORE LUMBER & HARDWARE, INC.       | 186 Mount Evans Blvd                | Pine              | CO | 80470-7899 | 303-674-1001 |
| Bruce Rahmani         | Highland Stores, LLC                | 3758 Osage St                       | Denver            | CO | 80211-2657 | 303-955-0661 |
| Darek W Barnes        | Barnes Ace, Inc.                    | 5944 Stetson Hills Boulevard Ste 18 | Colorado Springs  | CO | 80923-3510 | 719-354-2000 |
| Brett Stephenson      | Loveland Hardware, LLC              | 269 E 29th St                       | Loveland          | CO | 80538-2721 | 970-663-2230 |
| John D Lindsey        | Big John's Hardware, LLC            | 2602 S Glen Ave                     | Glenwood Springs  | CO | 81601-4414 | 970-945-5345 |
| Michael J Vanderkolk  | Summit Hardware, LLC                | 9979 Wadsworth Pkwy                 | Westminster       | CO | 80021-4241 | 720-443-5800 |
| Thomas J MacDonnell   | TMac II Enterprises, LLC            | 15181 East 104th Ave                | Commerce City     | CO | 80022      | 720-450-9400 |
| Timothy White         | Panhandle Creek Hardware, LLC       | 24 Main Street                      | Red Feather Lakes | CO | 80545-0428 | 970-881-2997 |
| Thomas P. Mortell     | Norwood Ace Hardware, LLC           | 1920 Grand Ave                      | Norwood           | CO | 81423      | 970-478-7868 |
| Pat Duncan            | Greco Investments IV, LLC           | 3640 Austin Bluffs Pkwy             | Colorado Springs  | CO | 80918-6680 | 719-266-4367 |
| Darin L Hill          | Mountain Village Grocery, Inc.      | 609 Highway 64 W                    | Rangely           | CO | 81648-9600 | 970-675-2554 |
| J. Lance Stillwaugh   | Mineral Creek Corp.                 | 3851 E 120th Ave                    | Thornton          | CO | 80233-1660 | 303-252-1776 |
| Maurice I. Woods Jr.  | Cripple Creek Hardware & Supply, In | 1920 County Road 31                 | Florissant        | CO | 80816-7064 | 719-748-3367 |
| Timothy G. Kenney     | Ace Hardware of Fort Collins, Inc.  | 1001 E Harmony Rd Unit B            | Fort Collins      | CO | 80525-8890 | 970-223-9273 |
| Darek W. Barnes       | Barnes Ace, Inc.                    | 13355 Voyager Pkwy                  | Colorado Springs  | CO | 80921-7656 | 719-487-3043 |
| Cody L. Hoover        | H&H Lumber LLC                      | 1298 Martin Ave                     | Burlington        | CO | 80807-1755 | 719-346-5546 |
| William P Moore Jr    | Moore Lumber & Hardware, Inc.       | 1335 Park St                        | Castle Rock       | CO | 80109-1596 | 303-688-5121 |
| Barry L. Hight        | Hight Enterprises, LTD.             | 2525 Arapahoe Ave                   | Boulder           | CO | 80302-6720 | 303-443-1822 |
| Kirby John Kuklenski  | Greco Investments V, LLC            | 1417 S Holly St                     | Denver            | CO | 80222-3509 | 303-691-3435 |
| William Daniel Hayden | Hayden Family, LLC                  | 111 N 6th St                        | Hayden            | CO | 81639      | 970-276-3922 |
| Mary Ann Hillyer      | R. & D. Mansfield Enterprises, Inc. | 6850 Highway 165                    | Colorado City     | CO | 81019      | 719-676-3076 |
| Bruce Rahmani         | Western Bowl, LLC                   | 10000 Ralston Rd                    | Arvada            | CO | 80004-4959 | 720-612-4248 |
| Cody L. Hoover        | H&H Lumber LLC                      | 170 E 2nd S                         | Cheyenne Wells    | CO | 80810      | 719-767-5659 |
| Charles S. Quenon     | Gypsum Eagle Ace Hardware LLC       | 220 Cooley Mesa Rd                  | Gypsum            | CO | 81637-9707 | 970-524-2230 |
| James J. Fontana III  | FCI IND., INC.                      | 502 E Rainbow Blvd                  | Salida            | CO | 81201-2902 | 719-539-7601 |
| Trevor Messa          | Charj Holdings Inc                  | 299 Highway 285 PO Box 94           | Fairplay          | CO | 80440-0094 | 719-836-7095 |
| Trent Sweitzer        | Crested Butte TV LLC                | 607 6th Street                      | Crested Butte     | CO | 81224      | 970-349-5305 |
| Bruce Rahmani         | 1480 Cafe, LLC                      | 1040 15th St                        | Denver            | CO | 80202-2345 | 303-534-0404 |
| J. Lance Stillwaugh   | Stillwaugh, Inc.                    | 5005 W 72nd Ave                     | Westminster       | CO | 80030-5199 | 303-426-1035 |
| Tim MacDonnell        | TMAC III Enterprises, LLC           | 4830 Chambers Rd                    | Denver            | CO | 80239-5152 | 720-699-2240 |
| Kirby J Kuklenski     | Greco Investments VI, LLC           | 820 W Tomichi Ave                   | Gunnison          | CO | 81230-3438 | 970-641-1212 |
| Eric Hykes            | Hykes Enterprises LLC               | 1722 9th St                         | Greeley           | CO | 80631-3134 | 970-353-1416 |
| Richard Rudy          | NIKSHA, INC                         | 8214 South Kipling                  | Littleton         | CO | 80127      | 720-677-6477 |
| Brett Stephenson      | Buckley Square Hardware, LLC        | 17190 E Iliff Ave                   | Aurora            | CO | 80013-1522 | 303-745-7177 |

| Owner Name          | Legal Name                          | Street                      | City             | St | Zip Code   | Phone #      |
|---------------------|-------------------------------------|-----------------------------|------------------|----|------------|--------------|
| Vicki Peterson      | Alpine Hardware of Colorado, LLC    | 2401 North Ave, Unit 20     | Grand Junction   | CO | 81501-6408 | 970-985-7223 |
| Jeremy Lowry        | Big Johns Building Supply LLC       | 200 SW 2nd St               | Cedaredge        | CO | 81413-3837 | 970-856-3185 |
| Daniel Warner       | The Big Tool Box, Inc.              | 19850 Cockriel Drive        | Parker           | CO | 80134      | 303-779-8822 |
| Jason Eger          | Ace Hardware of Johnstown LLC       | 9 S Parish Ave              | Johnstown        | CO | 80534-9099 | 970-587-4476 |
| William P Moore Jr. | Moore Lumber & Hardware, Inc.       | 1153 Bergen Pkwy Space O    | Evergreen        | CO | 80439-9501 | 303-647-1950 |
| Mark Anderson       | Linmark Inc.                        | 1343 E South Boulder Rd     | Louisville       | CO | 80027-2301 | 720-736-7111 |
| Robert Corcoran     | Black Bear Hardware LLC             | 155 E Main St Box 566       | Aguilar          | CO | 81020-5067 | 719-941-6022 |
| Sheenam Bhatia      | Semm Retail Ventures LLC            | 7420 S Gartrell Rd Unit B   | Aurora           | CO | 80016-4330 | 303-515-7006 |
| Charles S. Quenon   | Buena Vists Ace Hardware LLC        | 29785 Hwy 24 N              | Buena Vista      | CO | 81211-9601 | 719-395-8067 |
| Nikan Rahmani-Azar  | Ace Brush LLC                       | 1402 Mill St                | Brush            | CO | 80723-1809 | 970-842-4832 |
| Stephen Julia       | Jerrys Ace LLC                      | 2101 N Humboldt St          | Denver           | CO | 80205-5327 | 000-000-0000 |
| Blake Burgess       | Lambert Ace PW, LLC                 | 1010 N Market Plz           | Pueblo West      | CO | 81007-1530 | 719-766-9524 |
| Todd Erwin          | Gideon Hardware Enterprises, LLC    | 17720 S Golden Rd           | Golden           | CO | 80401-6012 | 720-500-9053 |
| Kirby J Kuklenski   | Greco Investments VII LLC           | 8 Town Plz                  | Durango          | CO | 81301-5104 | 970-247-0660 |
| Nikan Rahmani-Azar  | Sterling Ace LLC                    | 1350 W Main St              | Sterling         | CO | 80751-2835 | 970-424-2256 |
| William P Moore Jr  | Moore Lumber & Hardware, Inc.       | 26572 Barkley Rd            | Conifer          | CO | 80433      | 303-697-4778 |
| Ernest Christian    | Vail Valley Ace Hardware LLC        | 2111 N Frontage Rd W        | Vail             | CO | 81657-4046 | 970-476-8282 |
| Vicki Peterson      | Alpine Hardware of Colorado, LLC    | 71 Sippelle Dr Unit 4       | Parachute        | CO | 81635-9233 | 970-512-9077 |
| Nikan Rahmani-Azar  | Fort Morgan Ackley Ace LLC          | 1000 E Platte Ave           | Fort Morgan      | CO | 80701-2965 | 970-370-2021 |
| Mohit Bhatia        | Semm Columbine LLC                  | 6720 S Pierce St            | Littleton        | CO | 80128-4574 | 303-948-8813 |
| Robert Quarles      | Triple Q Hardware LLC               | 1785 S 8th St               | Colorado Springs | CO | 80905-7904 | 719-715-0007 |
| Nikan Rahmani-Azar  | Ace Central LLC                     | 401 E 58th Ave              | Denver           | CO | 80216-1401 | 000-000-000  |
| Ernest Christian    | High Altitude Hardware LLC          | 1902 N Poplar St            | Leadville        | CO | 80461-3355 | 719-486-2220 |
| Alex Headley        | Ace GOH LLC                         | 1150 S Ironton St Suite 100 | Aurora           | CO | 80012-7023 | 720-728-0010 |
| Jon Halverson       | Summit County Ace Hardware, LLC     | 209 Summit Pl               | Silverthorne     | CO | 80498      | 970-760-6810 |
| Mohit Bhatia        | SEMM Arapahoe LLC                   | 6514 S Parker Rd            | Aurora           | CO | 80016-1082 | 000-000-000  |
| Jeffrey A Lepp      | J&K Ace Venture Group, Inc.         | 1030 E 9th Ave              | Denver           | CO | 80218-3322 | 303-731-7066 |
| Jeffrey A Lepp      | J&K Ace Venture Group, Inc.         | 4509 S Broadway             | Englewood        | CO | 80113-5723 | 303-761-0747 |
| Jeffrey A Lepp      | J&K Ace Venture Group, Inc.         | 2640 E 12th Ave             | Denver           | CO | 80206-3208 | 303-355-2551 |
| Brett Stephenson    | Greeley Hardware East, LLC          | 2626 11th Ave               | Greeley          | CO | 80631-8400 | 970-378-0801 |
| Brett Stephenson    | Greeley Hardware West, LLC          | 3540 W 10th St              | Greeley          | CO | 80634-1824 | 970-353-2851 |
| Darin Hill          | Ridgway Retail, LLC                 | 283 Palomino Trl            | Ridgway          | CO | 81432-9216 | 000-000-00   |
| Ronak Parikh        | Bolster NQ Hardware, LLC            | 151 S Oak Ave               | Eaton            | CO | 80615-8808 | 970-454-2542 |
| Brett Stephenson    | Lakewood Hardware, LLC              | 7777 W Jewell Ave #1B       | Lakewood         | CO | 80232-6843 | 303-989-5274 |
| Lance Stillwaugh    | Holyoke Ace Hardware, LLC           | 143 W Denver St             | Holyoke          | CO | 80734-1451 | 000-000-00   |
| Bill Garoutte       | J And B, LLC                        | 950 E Main St               | Florence         | CO | 81226-1647 | 719-784-1956 |
| Brett Stephenson    | Loveland Hardware II, LLC           | 1195 Eagle Dr               | Loveland         | CO | 80537-8020 | 303-683-7227 |
| Andrew R. Curry     | Lamar Building Material Supply, Inc | 224 N Main St               | Lamar            | CO | 81052-2526 | 719-304-9940 |
| Robert D Krieger    | KATZ HARDWARE, INC.                 | 2687 Main St                | Glastonbury      | CT | 06033-2023 | 860-633-3551 |
| Patrick Bowman      | RIDGEFIELD HARDWARE COMPANY, INC.   | 385 Main St                 | Ridgefield       | CT | 06877-4601 | 203-438-2661 |
| John Coffee         | LAYSVILLE CENTER HARDWARE           | 171 Boston Post Rd          | Old Lyme         | CT | 06371-1348 | 860-434-7727 |
| Anne Riccio         | PARK HARDWARE CO.                   | 415 Park St                 | Hartford         | CT | 06106-1534 | 860-247-9118 |
| Herman Barlow Jr    | MANSFIELD SUPPLY, INC.              | 1527 Storrs Rd              | Storrs Mansfield | CT | 06268-1319 | 860-429-2990 |
| Michael Giordano    | BRANFORD BUILDING SUPPLIES, INC.    | 1145 Main St                | Branford         | CT | 06405-3717 | 203-488-2518 |
| Jeffrey Peterson    | JEFFREY D. PETERSON                 | 171 Main St                 | Terryville       | CT | 06786-6219 | 860-589-6582 |
| Robert Fearon III   | MARLBOROUGH HARDWARE, INC.          | 25 E High St # 3-4-5        | East Hampton     | CT | 06424-1001 | 860-267-7943 |
| Erwin Brosler       | BARNUM HARDWARE STORE INC.          | 1788 Barnum Ave             | Bridgeport       | CT | 06610-3208 | 203-334-8316 |
| Jessica May         | SAYBROOK HARDWARE CO. INC.          | 132 Main St                 | Old Saybrook     | CT | 06475-2373 | 860-388-3706 |
| Hitesh Kothari      | STAR HARDWARE CORP.                 | 2995 Main St                | Hartford         | CT | 06120-1403 | 860-246-5617 |
| Nicholas Petrunti   | NICHOLAS R. PETRUNTI                | 11 Park Pl                  | Winsted          | CT | 06098-1705 | 860-379-4274 |
| Charles Mc Cormack  | C & S MC CORMACK INC.               | 329-331 Westport Ave        | Norwalk          | CT | 06851      | 203-847-8224 |
| Frederick Larsen Sr | LARSEN HARDWARE, INC.               | 120 Albany Tpke             | Canton           | CT | 06019-2520 | 860-693-4618 |
| Dennis Crispino     | SUPERIOR PRODUCTS DISTRIBUTORS, INC | 2403 Meriden-Waterbury Rd   | Milldale         | CT | 06467      | 860-621-3621 |
| Bryan Hoffman       | HEBRON ACE HARDWARE LLC             | 81 Main St                  | Hebron           | CT | 06248-1541 | 860-228-3408 |
| Christopher Wolf    | KEN'S HARDWARE INC.                 | 690 Main St S               | Woodbury         | CT | 06798-3701 | 203-263-5999 |
| Andrew Grant        | 43 CORPORATION                      | 146 W Town St               | Norwich          | CT | 06360-2132 | 860-889-3853 |
| Andrew Grant        | 43 CORPORATION                      | 480 S Main St               | Middletown       | CT | 06457-4215 | 860-347-6588 |
| Patrick Bowman      | THE BOWMAN CORPORATION              | 231 Maple Ave               | Cheshire         | CT | 06410-2506 | 203-272-4463 |
| Rocco Falcone       | ROCKY'S HARDWARE, INC.              | 71-73 Windsor Ave           | Vernon           | CT | 06066-2450 | 860-871-5495 |
| Scott Hoffman       | WINDSOR ACE HARDWARE, LLC.          | 296 Broad St                | Windsor          | CT | 06095-2939 | 860-688-8373 |
| Cheryl Thompson     | STEWART'S HARDWARE COMPANY          | 114 E Main St               | Clinton          | CT | 06413-2112 | 860-669-0505 |
| Andrew Grant        | 43 CORPORATION                      | 945 Cromwell Ave            | Rocky Hill       | CT | 06067-3008 | 860-757-3080 |
| Frederick S Larsen  | Larsen Hardware 2, LLC              | 982 Farmington Ave          | West Hartford    | CT | 06107-4100 | 860-523-4201 |
| Paul Zimmitti Jr    | Hope Hardware, LLC                  | 212 Old Hartford Rd         | Colchester       | CT | 06415-2743 | 860-537-3046 |
| Christopher Wolf    | Kent Green Hardware, LLC            | 18 Kent Green Blvd          | Kent             | CT | 06757-1519 | 860-927-4114 |
| Jay Feinsod         | Feinsod Ace Hardware Inc.           | 268 Sound Beach Ave         | Old Greenwich    | CT | 06870-1626 | 203-637-3641 |
| Andrew R. Page      | Page Hardware & Appliance Co.       | 9 Boston St                 | Guilford         | CT | 06437-2855 | 203-453-5267 |
| Christopher Wolf    | Wolf Family Hardware of Watertown,  | 595 Straits Tpke            | Watertown        | CT | 06795-3356 | 860-274-0474 |
| Andrew Grant        | 43 Corporation                      | 40 Boston Post Rd           | Waterford        | CT | 06385-2424 | 860-326-5064 |
| Russell Riva Jr.    | C.A. Lindell & Son, Incorporated    | 59 Church St                | North Canaan     | CT | 06018-2482 | 860-824-5443 |
| William Clifford    | Clifbros LLC                        | 211 Greenwood Ave           | Bethel           | CT | 06801-2124 | 203-748-4200 |
| Roger Mahieu Jr     | Mahieu Enterprises, Inc.            | 348 Bantam Rd               | Litchfield       | CT | 06759-3318 | 860-567-8588 |
| Robert Fearon III   | Sanborn Enterprises, LLC            | 724 Portland Cobalt Rd      | Portland         | CT | 06480-1760 | 860-342-4847 |
| Rocco J Falcone     | Rocky's Hardware, Inc.              | 748 Hope St                 | Stamford         | CT | 06906-1313 | 203-327-0460 |
| Sharon Hewes        | Holdridge Farm Nursery, Incorporate | 489 Colonel Ledyard Hwy     | Ledyard          | CT | 06339      | 860-464-8400 |
| Andrew G Sholes     | Sholes Supply CT LLC                | 570 Providence Rd           | Brooklyn         | CT | 06234-3813 | 860-502-3848 |

| Owner Name             | Legal Name                          | Street                     | City             | St | Zip Code   | Phone #      |
|------------------------|-------------------------------------|----------------------------|------------------|----|------------|--------------|
| Darren Long            | D&L Hardware LLC                    | 850 Sullivan Ave           | South Windsor    | CT | 06074-2008 | 860-644-8013 |
| William E Aubuchon IV  | W.E. Aubuchon Co., Inc.             | 590 Main St                | Monroe           | CT | 06468-2882 | 475-239-2424 |
| William E Aubuchon IV  | W.E. Aubuchon Co., Inc.             | 39 W Stafford Rd           | Stafford Springs | CT | 06076-1023 | 860-684-6828 |
| Christopher Wolf       | Wolf Family Hardware of Bethlehem I | 101 Main St S              | Bethlehem        | CT | 06751-2032 | 203-266-5262 |
| Charles Berger         | Chatfield Power Equipment Co, Inc.  | 300 Oxford Rd              | Oxford           | CT | 06478-1656 | 203-567-1677 |
| William E Aubuchon IV  | W.E. Aubuchon Co., Inc.             | 209 Kennedy Dr             | Putnam           | CT | 06260-1628 | 860-928-7799 |
| Emily McCarthy         | Cash Home Center, Inc.              | 300 Flanders Rd            | East Lyme        | CT | 06333-1710 | 860-739-5496 |
| Hugh Durham            | Cash Home Center, Inc.              | 1561 Main St               | Willimantic      | CT | 06226-1129 | 860-423-1649 |
| Hugh Durham            | Cash Home Center, Inc.              | 9 Hendel Dr                | Mystic           | CT | 06355-1964 | 860-739-5496 |
| Gina Schaefer          | The Cool Hardware Company, INC      | 1734 14th St NW            | Washington       | DC | 20009-4796 | 202-265-8900 |
| Gina M Schaefer        | The Cool Hardware Company, Inc.     | 4500 Wisconsin Ave NW      | Washington       | DC | 20016-4628 | 202-364-1902 |
| Gina M Schaefer        | The Cool Hardware Company, Inc.     | 2233 Wisconsin Ave NW      | Washington       | DC | 20007-4104 | 202-333-6378 |
| Thomas Vedrody         | Annie's Hardware, LLC               | 3405 8th St NE             | Washington       | DC | 20017-3528 | 202-529-2658 |
| Gina M Schaefer        | The Cool Hardware Company, Inc.     | 1704 Columbia Rd NW        | Washington       | DC | 20009-2804 | 202-299-0040 |
| Gina Schaefer          | The Cool Hardware Company, Inc.     | 1115 Pennsylvania Ave SE   | Washington       | DC | 20003-2229 | 202-543-6157 |
| Gina M. Schaeffer      | The Cool Hardware Company, Inc.     | 1240 Upshur St NW          | Washington       | DC | 20011-5626 | 202-726-2658 |
| Randall Best           | BESTS' STORE, INC.                  | 32437 Lewes Georgetown Hwy | Lewes            | DE | 19958-1646 | 302-645-6658 |
| Randall Best           | BEST HARDWARE INC.                  | 633 N Dupont Blvd          | Milford          | DE | 19963-1098 | 302-424-5414 |
| J Michael Cottingham   | Rommel Chesapeake, Inc.             | 38223 Dupont Blvd          | Selbyville       | DE | 19975-3052 | 302-436-5300 |
| Randall Best           | BEST HARDWARE, INC.                 | 3000 Midway Dr Ste 2       | Harrington       | DE | 19952-2458 | 302-398-6447 |
| J Michael Cottingham   | Rommel Chesapeake, Inc.             | 321 A Independence Blvd    | Dover            | DE | 19904-7626 | 302-674-9100 |
| Randall Best           | BEST HARDWARE, INC.                 | 610 Mulberry St            | Milton           | DE | 19968-1516 | 302-684-2007 |
| Andrew S Best          | BEST HARDWARE 2, INC.               | 32362 Long Neck Rd #2      | Millsboro        | DE | 19966-9062 | 302-945-4017 |
| Robert W Ricker        | Baker's Hardware Co., Inc.          | 28547 Dupont Blvd          | Millsboro        | DE | 19966-4798 | 302-934-7974 |
| Jason Veasey           | Pax Incorporated                    | 1302 Centerville Rd        | Wilmington       | DE | 19808-6220 | 302-999-0523 |
| Phil Aeschleman        | Hockessin Hardware Inc.             | 324 Lantana Dr             | Hockessin        | DE | 19707-8807 | 302-234-4777 |
| Stephen P Proctor      | PROCTOR HARDWARE, INC.              | 1281 Atlantic Blvd         | Neptune Beach    | FL | 32266-4024 | 904-249-5622 |
| Michael A WYNN 2012 FA | SUNSHINE ACE HARDWARE, INC.         | 141 Tamiami Trl N          | Naples           | FL | 34102-6204 | 239-262-2940 |
| Charlotte Liles        | LILES HARDWARE CO. INC.             | 16608 S E Hwy 19           | Cross City       | FL | 32628      | 352-498-3318 |
| MARK H Costin          | ST. JOE HARDWARE CO., INC.          | 201 Williams Ave           | Port St Joe      | FL | 32456-1843 | 850-227-1717 |
| J Waldorff             | WALDORFF ACE HARDWARE, INC.         | 25615 N Main St            | Altha            | FL | 32421-3349 | 850-762-3228 |
| Ruth Rackley           | ACE HARDWARE OF HERNANDO, INC.      | 2585 N Florida Ave         | Hernando         | FL | 34442-4329 | 352-726-1481 |
| Stephen Strunk         | STRUNK ACE HARDWARE, INC.           | 1101 Eaton St              | Key West         | FL | 33040-6926 | 305-296-9091 |
| William Pastermack     | Ace Handiman, Inc.                  | 3636 S Washington Ave      | Titusville       | FL | 32780-5737 | 321-267-1030 |
| Robert Boldrick        | PRODUCERS HARDWARE COMPANY, INC.    | 404 Central Ave            | Crescent City    | FL | 32112-2502 | 386-698-1260 |
| Donald Hagan           | HAGAN ACE HARDWARE INC.             | 551525 US Highway 1        | Hilliard         | FL | 32046-8284 | 904-845-4461 |
| George Alexander       | EAU GALLIE HARDWARE, INC.           | 590 W Eau Gallie Blvd      | Melbourne        | FL | 32935-6507 | 321-254-3261 |
| Iris Wall              | W & W LUMBER OF OKEECHOBEE INC.     | 1601 State Road 70 E       | Okeechobee       | FL | 34972-3272 | 863-763-3173 |
| Michael A Wynn         | SUNSHINE ACE HARDWARE, INC.         | 9100 Bonita Beach Rd SE    | Bonita Springs   | FL | 34135-4214 | 239-992-0169 |
| Iris Wall              | W & W LUMBER & BUILDING SUPPLIES, I | 16500 SW Warfield Blvd     | Indiantown       | FL | 34956-4407 | 772-597-3506 |
| Durward Smith          | SMITH RANCH & GARDEN, INC.          | 117 W Magnolia St          | Arcadia          | FL | 34266-3932 | 863-494-2142 |
| Joseph D Hall          | Hall's Nurseries of Jacksonville, I | 5645 Blanding Blvd         | Jacksonville     | FL | 32244-1922 | 904-771-6330 |
| Andrew Arnstein        | WILDWOOD HARDWARE, INC.             | 300 Shopping Center Dr     | Wildwood         | FL | 34785-4533 | 352-748-2304 |
| Ruth Anne Rackley      | ACE HARDWARE OF INVERNESS, INC.     | 465 E Highland Blvd        | Inverness        | FL | 34452-4904 | 352-726-8811 |
| Joann P Nichols        | ACE HANDIMAN HARDWARE OF COCOA BEAC | 705 N Atlantic Ave         | Cocoa Beach      | FL | 32931-3107 | 321-783-1030 |
| Steven P Proctor       | PROCTOR HARDWARE INC.               | 5723 University Blvd W     | Jacksonville     | FL | 32216-4913 | 904-731-1144 |
| Robert Boldrick        | PRODUCERS HARDWARE COMPANY, INC.    | 404 Central Ave            | Crescent City    | FL | 32112-2502 | 386-467-2795 |
| Bruce Korte            | TEMPLE TERRACE HARDWARE INC.        | 13108 N 56th St            | Temple Terrace   | FL | 33617-1158 | 813-988-3488 |
| Stephen Trafton        | TRAFTON RETAILING, INC.             | 880 East Elkcarn Circle    | Marco Island     | FL | 34145-2559 | 239-394-3657 |
| Michael Dalton         | BABE'S HARDWARE OF VENICE INC       | 140 Miami Ave E            | Venice           | FL | 34285-2406 | 941-488-0411 |
| Barbara Swink          | BABE'S HARDWARE, INC.               | 450 N Indiana Ave          | Englewood        | FL | 34223-2702 | 941-474-7550 |
| Tabitha Parker         | WEST MELBOURNE ACE HARDWARE, INC.   | 3221 W New Haven Ave       | Melbourne        | FL | 32904-3535 | 321-724-6510 |
| Roy C Carter III       | TAVARES HARDWARE INC.               | 509 S Hwy 19               | Tavares          | FL | 32778-3810 | 352-343-3361 |
| Christopher Lee Cathey | A CATHEY INC.                       | 3004 Highway 98            | Mexico Beach     | FL | 32456-7152 | 850-648-5242 |
| Alan Baro              | BARO HARDWARE INC.                  | 7230 NW 72nd Ave           | Miami            | FL | 33166-2934 | 305-885-3371 |
| William Gibbs          | BRYAN'S ACE HOME CENTER INC.        | 251 E Walker Dr            | Keystone Heights | FL | 32656-7658 | 352-473-4006 |
| William Hagan          | HAGAN ACE HARDWARE OF BLANDING INC. | 1022 Blanding Blvd         | Orange Park      | FL | 32065-6702 | 904-272-1414 |
| Walter Roberts         | W L ROBERTS INC.                    | 2709 Crawfordville Hwy     | Crawfordville    | FL | 32327-2158 | 850-926-3141 |
| Vicky Kane             | KANE'S ACE HARDWARE, INC.           | 3600 S Suncoast Blvd       | Homosassa        | FL | 34448-2328 | 352-628-3566 |
| Curtis Blocker         | BLOCKER & LEWIS ENTERPRISES, INC.   | 301 N 15th St              | Immokalee        | FL | 34142-3402 | 239-657-3621 |
| Ralph Esposito         | ESPOSITO NURSERY, INC.              | 2743 Capital Cir NE        | Tallahassee      | FL | 32308-4143 | 850-386-2114 |
| Alan Baro              | BARO II HARDWARE INC.               | 7248 NW 25th St            | Miami            | FL | 33122-1701 | 305-591-2110 |
| Terry Boldrick         | BOLDRICK ENTERPRISES, INC.          | 25001 Butler St            | Astor            | FL | 32102-3215 | 352-759-2582 |
| George Burch           | LAKE HARDWARE & FARM SUPPLY, INC.   | 219 N Main St              | Belle Glade      | FL | 33430-2602 | 561-996-6776 |
| Robert Shor            | L.P. INDUSTRIES, INC.               | 284 NE 79th St             | Miami            | FL | 33138-4819 | 305-754-2556 |
| Walter S Toole II      | BRAY HARDWARE COMPANY, INC.         | 500 S Dillard St           | Winter Garden    | FL | 34787-3562 | 407-656-2593 |
| Tabitha Parker         | WEST MELBOURNE ACE HARDWARE, INC.   | 6755 Babcock St SE         | Malabar          | FL | 32950-5004 | 321-729-6690 |
| Kim Preston            | GIN-CHAR, INC                       | 3431 US Hwy 441            | Fruitland Park   | FL | 34731-4149 | 352-326-9449 |
| Howard Hart            | STEINHATCHEE HARDWARE & BUILDING    | 1310 1st Ave S             | Steinhatchee     | FL | 32359      | 352-498-7269 |
| William Gibbs          | BRYAN'S ACE HOME CENTER, INC.       | 1101 S Walnut St           | Starke           | FL | 32091-4413 | 904-964-4642 |
| Ramon Vidri            | MAJESTIC BUILDERS SUPPLY INC        | 2815 NW 17th Ave           | Miami            | FL | 33142-6629 | 305-635-1618 |
| Valerie Pleasanton     | VAL-DA-LAR, INC.                    | 510 E Boynton Beach Blvd   | Boynton Beach    | FL | 33435-4141 | 561-732-2161 |
| Kim Preston            | KIMLENE INC D/B/A WEIRSDALE HARDWAR | 16395 SE 138th Ave         | Weirsdale        | FL | 32195-2462 | 352-821-2104 |
| Antonio Bilbao         | B-G OPA-LOCKA, INC.                 | 700 Opa Locka Blvd         | Opa Locka        | FL | 33054-3908 | 786-728-9053 |
| D Kizla                | ACE OF TOWN N' COUNTRY, INC.        | 7575 W Hillsborough Ave    | Tampa            | FL | 33615-4103 | 813-884-1495 |
| William Gibbs          | BRYAN'S ACE HOME CENTER, INC.       | 871 N State Road 21        | Melrose          | FL | 32666-3956 | 352-475-2400 |

| Owner Name          | Legal Name                          | Street                       | City               | St | Zip Code   | Phone #      |
|---------------------|-------------------------------------|------------------------------|--------------------|----|------------|--------------|
| William Anderson    | ANDERSON'S ACE HARDWARE, INC.       | 1656 Providence Blvd         | Deltona            | FL | 32725-4961 | 386-789-7744 |
| Thomas Ryan         | ACE HARDWARE OF BIG PINE KEY, INC.  | 30317 Overseas Hwy           | Big Pine Key       | FL | 33043-3413 | 305-872-2992 |
| William M Head      | EVANS HOME CENTER OF BAY COUNTY,    | 17760 Panama City Beach Pkwy | Panama City Beach  | FL | 32413-6042 | 850-234-0314 |
| Joseph V Cimato     | Forever Green Ace Hardware, LLC     | 2025 Periwinkle Way          | Sanibel            | FL | 33957-4103 | 239-472-5354 |
| Wayne Walker        | WALKER ENTERPRISES OF NORTHWEST     | 622 W John Sims Pkwy         | Niceville          | FL | 32578-1817 | 850-678-4222 |
| William Gibbs       | BRYAN'S ACE HOME CENTER, INC.       | 1122 State Road 20           | Interlachen        | FL | 32148-5405 | 386-684-2811 |
| Stephen P Proctor   | PROCTOR HARDWARE, INC.              | 870 A1a N                    | Ponte Vedra Beach  | FL | 32082-3212 | 904-285-8101 |
| Walter S Toole II   | TOOLE-ASMA CORPORATION              | 859 W Highway 50             | Clermont           | FL | 34711-2917 | 352-394-2098 |
| H Ragans            | RAGANS ACE HARDWARE, INC.           | 805 S Jefferson St           | Perry              | FL | 32347-4118 | 850-584-2411 |
| Dee Ann Wilson      | UMATILLA HARDWARE, INC.             | 811 N Central Ave            | Umatilla           | FL | 32784-8685 | 352-669-3411 |
| Roy C Carter Jr     | BRONSON ACE HARDWARE, INC.          | 26 E Orange Ave              | Eustis             | FL | 32726-4135 | 352-357-2366 |
| Michael A Wynn      | SUNSHINE ACE HARDWARE, INC.         | 11673 Collier Blvd           | Naples             | FL | 34116-6530 | 239-455-3400 |
| Don Lockwood        | PALM BEACH GARDENS ACE HARDWARE, IN | 9820 Alternate A1A Ste 201   | Palm Beach Gardens | FL | 33410-4933 | 561-624-0377 |
| Robert G Parsell    | SANFORD ACE HARDWARE, INC.          | 170 W State Road 434         | Longwood           | FL | 32750-5112 | 407-339-4883 |
| Robert G Parsell    | SANFORD ACE HARDWARE, INC.          | 207 E 25th St                | Sanford            | FL | 32771-4436 | 407-321-0885 |
| Bruce Phillips      | CROWDER BROTHERS OF LAKELAND, INC.  | 2633 S Florida Ave           | Lakeland           | FL | 33803-3860 | 863-683-6702 |
| Dennis L Bennett    | BENNETTS ACE HARDWARE, INC.         | 8080 W Beaver St             | Jacksonville       | FL | 32220-2620 | 904-786-3706 |
| Eustis Beauchamp    | BEAUCHAMP HARDWARE AND SUPPLY, INC. | 8031 Highway 90              | Sneads             | FL | 32460-2311 | 850-593-6576 |
| Jack Cason          | CASON ENTERPRISES OF NORTH FLORIDA, | 9614 SW State Rd 121         | Lake Butler        | FL | 32054      | 386-496-3921 |
| Richard Madden      | MADDEN ENTERPRISES, INC             | 2034 S Ridgewood Ave         | South Daytona      | FL | 32119-2241 | 386-767-6036 |
| Michael D Turner    | Turner Ace Hodges, LLC              | 13164 Atlantic Blvd          | Jacksonville       | FL | 32225-3126 | 904-221-6512 |
| Lawrence Gavin      | GAVINS ACE HARDWARE, INC.           | 16025 San Carlos Blvd        | Fort Myers         | FL | 33908-3304 | 239-466-7777 |
| Kim Mcdonald        | MC DONALD'S HARDWARE, INC.          | 245 W State Rd 84            | Fort Lauderdale    | FL | 33315      | 954-463-2000 |
| Ralph Hitchcock     | MILLER SQUARE HARDWARE, INC.        | 13898 SW 56th St             | Miami              | FL | 33175-6021 | 305-387-2333 |
| Iris Wall           | W & W LUMBER OF LAKE PLACID, INC.   | 1001 US 27 S                 | Lake Placid        | FL | 33852-9123 | 863-465-3331 |
| Manuel Cambo        | KEY BISCAYNE HARDWARE, INC.         | 800 Crandon Blvd             | Key Biscayne       | FL | 33149-2552 | 305-361-2118 |
| Adra Kennard        | KENNARD ACE HARDWARE, INC.          | 25155 W Newberry Rd          | Newberry           | FL | 32669-4251 | 352-472-2525 |
| Kristopher Farris   | UNLIMITED SUPPLIES OF AMERICA, INC. | 11582 N Williams St Ste 401  | Dunnellon          | FL | 34432-8314 | 352-489-2430 |
| Roy C Carter III    | MOUNT DORA ACE HARDWARE, INC.       | 18691 Us Highway 441         | Mount Dora         | FL | 32757-6741 | 352-383-2101 |
| Payton Parman       | PAY-MAN, INC.                       | 2840 Elkcam Blvd             | Deltona            | FL | 32738-3106 | 386-532-1953 |
| Michael D Turner    | TURNER HARDWARE BEACHES, INC.       | 784 Marsh Landing Pkwy       | Jacksonville Beach | FL | 32250-5850 | 904-273-1998 |
| Wayne Walker        | WALKER ENTERPRISES OF NORTHWEST     | 4550 E Highway 20            | Niceville          | FL | 32578-9755 | 850-897-7711 |
| Walter S Toole II   | SOUTH ORANGE ACE HARDWARE COMPANY,  | 9689 S Orange Blossom Trl    | Orlando            | FL | 32837-8913 | 407-857-1142 |
| James Scofield      | D & K ACE HARDWARE INC              | 7022 Us Highway 301 N        | Ellenton           | FL | 34222-3030 | 941-729-6062 |
| Ed Struttmann       | NORST, INC.                         | 866 N Miramar Ave            | Indianapolis       | FL | 32903-3054 | 321-724-1558 |
| Bruce Phillips      | CROWDER BROTHERS OF LAKELAND INC    | 6549 N Socrum Loop Rd        | Lakeland           | FL | 33809-4180 | 863-859-9908 |
| Jason Anderson      | ACE HARDWARE OF SOUTH WALTON, INC.  | 11176 Emerald Coast Parkway  | Miramar Beach      | FL | 32550-5847 | 850-654-8848 |
| Gerald Culp         | Pinellas Central Hardware, LLC      | 12344 Seminole Blvd          | Largo              | FL | 33778-2755 | 727-581-2025 |
| Jeffery Boland      | WOODVILLE ACE HARDWARE, INC.        | 9382 Woodville Hwy           | Tallahassee        | FL | 32305-1604 | 850-421-9000 |
| Ronald Leknes       | G&R HARDWARE, INC.                  | 1550 W 84th St               | Hialeah            | FL | 33014-3377 | 305-819-4444 |
| Peggy Witt          | BARNES FEED STORE, INC              | 8650 N Palafox St            | Pensacola          | FL | 32534-3405 | 850-476-2831 |
| Jerry Cleven        | KEYS HARDWARE INC.                  | 24734 Overseas Hwy           | Summerland Key     | FL | 33042      | 305-745-3500 |
| Donald Hagan        | HAGAN ACE HARDWARE OF MACCLENLY, LL | 6567 US Hwy 90               | Glen St Mary       | FL | 32040-5053 | 904-259-3451 |
| Richard Madden      | MADDEN ENTERPRISES, INC.            | 2580 S Atlantic Ave          | Daytona Beach      | FL | 32118-5523 | 386-322-3377 |
| Jim Ackroyd         | VISION ACE HARDWARE, L.L.C          | 1750 Main St                 | Dunedin            | FL | 34698-6401 | 727-733-3486 |
| Dewey Bondurant     | BONDURANT LUMBER & HARDWARE, INC.   | 8511 N Century Blvd          | Century            | FL | 32535-1633 | 850-256-9000 |
| Wayne Walker        | WALKER ENTERPRISES OF NORTHWEST     | 234 Racetrack Rd NE          | Fort Walton Beach  | FL | 32547-1866 | 850-862-3169 |
| Michael W Roberts   | Ace Hardware of Gulf Breeze, Inc.   | 1131 Gulf Breeze Pkwy        | Gulf Breeze        | FL | 32561-4835 | 850-932-9316 |
| Donald W Hagan      | HAGAN ACE HARDWARE OF MANDARIN, LLC | 12501 San Jose Blvd          | Jacksonville       | FL | 32223-2644 | 904-268-9597 |
| C Savidge           | PERFECT ANGLE, INC                  | 4030 Gulf Of Mexico Dr       | Longboat Key       | FL | 34228-2604 | 941-383-1313 |
| Michael A Wynn      | SUNSHINE ACE HARDWARE, INC.         | 18911 S Tamiami Trl          | Fort Myers         | FL | 33908-4734 | 239-415-1161 |
| Bruce Korte         | B & G INVESTMENTS, INC              | 505 E Bloomingdale Ave       | Brandon            | FL | 33511-8110 | 813-681-1223 |
| Lawrence Gordich    | 1644 HOLDING CORP.                  | 1644 NE 2nd Ave              | Miami              | FL | 33132-1206 | 305-379-5444 |
| Walter S Toole II   | ORLANDO ACE HARDWARE, INC.          | 2218 S Orange Ave            | Orlando            | FL | 32806-3039 | 407-422-7766 |
| Jim Ackroyd         | VISION ACE HARDWARE, L.L.C          | 350 W Hickpooshee Ave        | Labelle            | FL | 33935-4756 | 863-675-2672 |
| Marvin Nichols      | ACE HANDIMAN HARDWARE OF CAPE CANAV | 8300 Astronaut Blvd          | Cape Canaveral     | FL | 32920-3609 | 321-784-1520 |
| Bruce Kile          | KILE'S ACE HARDWARE, INC.           | 640 Tamiami Trl N            | Nokomis            | FL | 34275-2137 | 941-484-8454 |
| Robert G Parsell    | SANFORD ACE HARDWARE, INC.          | 23 E Franklin St             | Oviedo             | FL | 32765      | 407-365-6634 |
| Jim Ackroyd         | VISION ACE HARDWARE, L.L.C          | 1004 Cape Coral Pkwy E       | Cape Coral         | FL | 33904-9159 | 239-549-4260 |
| Nancy Palmer        | PALMER ELECTRIC SERVICE, INC.       | 415 W Main St                | Avon Park          | FL | 33825-3625 | 863-453-6688 |
| James Ackroyd       | VISION ACE HARDWARE, LLC            | 310 E Sugarland Hwy          | Clewiston          | FL | 33440-3124 | 863-983-8353 |
| William Willis      | WILLIS HARDWARE, INC.               | 409 US Highway 98            | Apalachicola       | FL | 32320-1238 | 850-653-1400 |
| Steve Turner        | TURNER ACE HARDWARE ARLINGTON, INC. | 5827 Arlington Rd            | Jacksonville       | FL | 32211-5365 | 904-743-8888 |
| Jim Ackroyd         | VISION ACE HARDWARE, LLC            | 1149 Homestead Rd N          | Lehigh Acres       | FL | 33936-6040 | 239-368-2430 |
| Bruce Bergdoll      | KENNARD ACE HARDWARE, INC.          | 13215 SW State Road 45       | Archer             | FL | 32618-5540 | 352-495-3999 |
| Curtis Blocker      | ACE VISION GROUP, L.L.C.            | 1350 E Church St             | Bartow             | FL | 33830-4121 | 863-519-9339 |
| Timothy S Gibson    | Ace Hardware of Lithia, LLC         | 10415 County Road 39 S       | Lithia             | FL | 33547-2864 | 813-737-9223 |
| Wesley C Grant      | GULF WEST SUPPLY, INC.              | 215 E Rodgers Ave            | Chiefland          | FL | 32626-1424 | 352-493-4294 |
| Charles Dewey       | DEWEY CUBED, INC.                   | 1005 N Courtenay Pkwy        | Merritt Island     | FL | 32953-4531 | 321-452-3484 |
| John W McMillan Jr. | COLLEGE PARK ACE HARDWARE, INC      | 3440 Edgewater Dr            | Orlando            | FL | 32804-3602 | 407-841-6520 |
| Donald Hagan        | HAGAN ACE HARDWARE OF ST. AUGUSTINE | 3050 US Highway 1 S          | St Augustine       | FL | 32086-6306 | 904-797-9175 |
| Donald Hagan        | HAGAN ACE HARDWARE OF PALATKA, LLC  | 141 S US Highway 17          | East Palatka       | FL | 32131-4081 | 386-328-2698 |
| Donald Hagan        | HAGAN ACE HARDWARE OF ANASTASIA, LL | 3033 Highway A1a South       | St. Augustine      | FL | 32080      | 904-471-7844 |
| Roy C Carter III    | SOUTH LEESBURG ACE HARDWARE, INC    | 27649 Us Highway 27          | Leesburg           | FL | 34748-9033 | 352-787-5446 |
| Andrew Amstein      | VILLAGE ACE HARDWARE, INC.          | 3417 Wedgewood Ln            | The Villages       | FL | 32162-7183 | 352-751-6680 |
| Maria Benitez       | SILVER PAINT & HARDWARE SUPPLY, LLC | 1138 Normandy Dr             | Miami Beach        | FL | 33141-2812 | 305-866-5929 |

| Owner Name           | Legal Name                          | Street                             | City            | St | Zip Code   | Phone #      |
|----------------------|-------------------------------------|------------------------------------|-----------------|----|------------|--------------|
| Arthur Frizzell III  | CONSOLIDATED FEED & SUPPLY CO., INC | 633 US Highway 90 W                | Defuniak Spgs   | FL | 32433-1495 | 850-892-2033 |
| Arthur Frizzell III  | CONSOLIDATED ACE HARDWARE & SUPPLY  | 702 N Ferdon Blvd                  | Crestview       | FL | 32536-2114 | 850-682-6148 |
| Roy C Carter III     | APOPKA ACE HARDWARE AND LUMBER, INC | 530 S Park Ave                     | Apopka          | FL | 32703-5264 | 407-889-4111 |
| Robert Shor          | AVENTURA HARDGOODS, LLC             | 17811 Biscayne Blvd                | Aventura        | FL | 33160-2501 | 786-428-0028 |
| Timothy Gibson       | Ace Hardware of Big Bend, LLC       | 13364 Lincoln Rd                   | Riverview       | FL | 33578-7506 | 813-236-1885 |
| Michael Jones        | TRI-TOWN SUPPLY, LLC                | 130 Volusia Avenue                 | Pierson         | FL | 32180-2288 | 386-749-2692 |
| Iris Wall            | W & W LUMBER OF LAKE PLACID, INC.   | 2512 Desoto Rd                     | Sebring         | FL | 33870-5101 | 863-471-6055 |
| Jim Ackroyd          | VISION ACE HARDWARE, L.L.C          | 8538 Gunn Hwy Unit 10              | Odessa          | FL | 33556-3289 | 813-792-2835 |
| Michael A Wynn       | SUNSHINE ACE HARDWARE, INC.         | 1720 San Marco Rd                  | Marco Island    | FL | 34145-5116 | 239-642-7444 |
| Curtis Blocker       | ACE VISION GROUP, L.L.C.            | 211 N Commonwealth Ave             | Polk City       | FL | 33868-8821 | 863-984-1541 |
| Rocco Falcone        | ROCKY'S HARDWARE, INC.              | 5899 SE Federal Hwy Ste D2         | Stuart          | FL | 34997-7869 | 772-283-2470 |
| Jennifer Klinowski   | Parts Services, Inc                 | 9137 Oakhurst Rd                   | Seminole        | FL | 33776-2110 | 727-593-1984 |
| Payton Parman        | PAR-MAN, INC.                       | 305 Fort Smith Blvd                | Deltona         | FL | 32738-9204 | 407-322-7011 |
| Richard Madden       | M & G ENTERPRISES OF VOLUSIA INC    | 261 Ridgewood Ave                  | Holly Hill      | FL | 32117-4931 | 386-226-1425 |
| Jim Ackroyd          | VISION ACE HARDWARE, L.L.C          | 12830 Metro Pkwy                   | Fort Myers      | FL | 33912-8350 | 239-561-3560 |
| William Head         | ACE HOME & GARDEN CENTER OF BAY COU | 3911 E 15th St                     | Panama City     | FL | 32404-5845 | 850-522-0314 |
| Richard Kelly        | ARK ACE ENTERPRISES, INC.           | 747 W Martin Luther King Blvd      | Seffner         | FL | 33584-4533 | 813-571-1700 |
| Adra Kennard         | KENNARD ACE HARDWARE, INC.          | 54 SW Main St                      | Williston       | FL | 32696-2525 | 352-529-0028 |
| Rocco J Falcone      | ROCKY'S HARDWARE, INC.              | 584 US Highway 1                   | Tequesta        | FL | 33469-2373 | 561-746-3118 |
| Michael A Wynn       | SUNSHINE ACE HARDWARE, INC.         | 4433 Tamiami Trl E                 | Naples          | FL | 34112-6721 | 239-775-2150 |
| Willie S Betts       | CONSOLIDATED ACE HARDWARE OF NAVARR | 8188 Navarre Pkwy                  | Navarre         | FL | 32566-6906 | 850-939-9800 |
| Jim Ackroyd          | VISION ACE HARDWARE, L.L.C          | 320 N Charleston Ave               | Fort Meade      | FL | 33841-2403 | 863-285-8158 |
| Jim Ackroyd          | VISION ACE HARDWARE, L.L.C          | 225 E Oak St                       | Wauchula        | FL | 33873-2327 | 863-773-3148 |
| Rocco Falcone        | ROCKY'S HARDWARE, INC.              | 7594 South US 1                    | Port St Lucie   | FL | 34952      | 772-343-0999 |
| Walter S Toole II    | GROVELAND ACE HARDWARE INC          | 1007 Highway 50                    | Groveland       | FL | 34736-2101 | 352-429-7616 |
| Valdin Llano         | DORAL ACE HARDWARE, INC.            | 10758-60 NW 58th St                | Miami           | FL | 33178-2802 | 305-406-1072 |
| Rocco Falcone        | ROCKY'S HARDWARE, INC.              | 13837 Wellington Trace             | Wellington      | FL | 33414-8554 | 561-753-9998 |
| Justin Miller        | WEST FLORIDA HARDWARE COMPANY       | 13650 Innerarity Point Rd          | Pensacola       | FL | 32507-8833 | 850-492-1149 |
| C Reed Savidge       | Perfect Angle, Inc.                 | 3352 E Bay Dr                      | Holmes Beach    | FL | 34217-2000 | 941-778-0999 |
| Robert A Shor        | HARBOR HARDGOODS COMPANY, LLC       | 1900 Cordova Rd                    | Fort Lauderdale | FL | 33316-2156 | 954-651-6411 |
| Roy C Carter III     | SORRENTO ACE HARDWARE, INC.         | 24329 SR 46                        | Sorrento        | FL | 32776-8853 | 352-383-2061 |
| Steve Turner         | TURNER ACE HARDWARE FERNANDINA, LLC | 2990 S 8th St                      | Fernandina Bch  | FL | 32034-8680 | 904-261-5270 |
| Walter S Toole II    | CONWAY ACE HARDWARE, INC.           | 4434 Curry Ford Rd                 | Orlando         | FL | 32812-2709 | 407-482-5085 |
| Mike Askari          | ASKARI ACE 1, LLC                   | 3715 N Monroe St                   | Tallahassee     | FL | 32303-2740 | 850-727-4301 |
| Frank Tropepe        | DEERFIELD ACE HARDWARE, INC.        | 365 S Federal Hwy.                 | Deerfield Beach | FL | 33441-4131 | 954-531-6265 |
| Jeff Gross           | GROSS FAMILY ENTERPRISES INC.       | 333 W Granada Boulevard            | Ormond Beach    | FL | 32174-6295 | 386-677-1414 |
| William D Osteen     | EAST COAST LUMBER & SUPPLY COMPANY  | 308 Ave A                          | Fort Pierce     | FL | 34950-4417 | 772-461-5950 |
| Adra B Kennard       | KB HARDWARE LLC                     | 5200 NW 43rd St Ste 203            | Gainesville     | FL | 32606-4484 | 352-264-3466 |
| David Lamont         | LAMONT HOLDINGS, LLC                | 35125 US Highway 19 N              | Palm Harbor     | FL | 34684-1928 | 727-787-1677 |
| William D Osteen     | EAST COAST LUMBER & SUPPLY COMPANY  | 1330 N Cocoa Boulevard             | Cocoa           | FL | 32922-6930 | 321-636-0411 |
| Henry T Burry Jr     | BURRY'S ACE HARDWARE, INC.          | 926 Bichara Boulevard              | Lady Lake       | FL | 32159-7714 | 352-753-1199 |
| Charles R Devine     | DG HARDWARE, INC.                   | 14308 Palm Beach Blvd              | Fort Myers      | FL | 33905-2321 | 239-694-3958 |
| Charles R Devine     | DG HARDWARE, INC.                   | 4231 S Tamiami Trl                 | Sarasota        | FL | 34231-3627 | 941-924-5654 |
| Charles R Devine     | DG HARDWARE, INC.                   | 3170 Bee Ridge Rd                  | Sarasota        | FL | 34239-7127 | 941-924-6614 |
| Charles R Devine     | DG HARDWARE, INC.                   | 2881 Clark Rd Ste 6                | Sarasota        | FL | 34231-6200 | 941-921-5363 |
| Charles R Devine     | DG HARDWARE, INC.                   | 3371 17th St                       | Sarasota        | FL | 34235-8964 | 941-366-1756 |
| Charles R Devine     | DG HARDWARE, INC.                   | 6398 N Lockwood Ridge Rd           | Sarasota        | FL | 34243-2531 | 941-351-3371 |
| Scott Andrews        | LUTZ ACE HARDWARE, LLC              | 18469 N US Highway 41              | Lutz            | FL | 33549-4470 | 813-949-3939 |
| Kenneth Richards     | K & N Hardware Inc.                 | 7848 W Irlo Bronson Hwy            | Kissimmee       | FL | 34747-1729 | 407-507-3910 |
| Walter S Toole II    | Maitland Ace Hardware Company, Inc. | 1607 S Orlando Ave                 | Maitland        | FL | 32751-6420 | 407-645-3366 |
| Valdin Llano         | ACE HARDWARE OF CUTLER BAY INC.     | 20537 Old Cutler Rd                | Cutler Bay      | FL | 33189-2454 | 305-254-0970 |
| Charles R Devine     | DG HARDWARE, INC.                   | 204 Saint Joe Plaza Dr             | Palm Coast      | FL | 32164-3621 | 386-445-0304 |
| Charles R Devine     | DG HARDWARE, INC.                   | 600 N State St                     | Bunnell         | FL | 32110-6000 | 386-437-3191 |
| Charles R Devine     | DG HARDWARE, INC.                   | 117 Flagler Plaza Dr               | Palm Coast      | FL | 32137-5968 | 386-517-6886 |
| James Ackroyd        | Vision Ace Hardware, LLC            | 910 S Pinellas Ave                 | Tarpon Springs  | FL | 34689-3714 | 727-934-5716 |
| Robert Shor          | Brickell Hardgoods Company LLC.     | 900 SW 2nd Ave                     | Miami           | FL | 33130-3519 | 786-409-3100 |
| Walter S Toole II    | Colonial Ace Hardware Inc           | 2523 E Colonial Dr                 | Orlando         | FL | 32803-5020 | 407-895-7003 |
| Todd R Pickett       | Pickett, Inc.                       | 800 W Jefferson St                 | Brooksville     | FL | 34601-2532 | 352-796-9479 |
| Wesley C Grant       | Trenton Hardware & Farm Supply, LLC | 1820 E Wade St                     | Trenton         | FL | 32693-2768 | 352-463-0420 |
| Adra Kennard         | KB Hardware LLC                     | 202 NW 140th Terrace               | NEWBERRY        | FL | 32669      | 352-727-4777 |
| Orlando Valdes       | Shell Lumber and Hardware Company   | 2733 SW 27th Ave                   | Miami           | FL | 33133-3049 | 305-856-6401 |
| Valdin Llano         | Ace Hardware Of Bird Road Inc.      | 5749 B C Bird Road                 | Miami           | FL | 33155      | 305-284-1123 |
| Walter S Toole II    | Avalon Ace Hardware, Inc.           | 14807 E Colonial Dr Unit 136       | Orlando         | FL | 32826      | 407-382-2007 |
| Michael W Roberts    | Ace Hardware of West Pensacola, Inc | 10800 W Highway 98                 | Pensacola       | FL | 32506-6243 | 850-455-4223 |
| William R. Cronin    | Willaine Enterprises, Inc.          | 2843 County Road 210 W             | Saint Johns     | FL | 32259-4078 | 904-217-3324 |
| James T McDonald     | Ace Hardware of Madison Inc.        | 783 W Base St                      | Madison         | FL | 32340-1461 | 850-253-2436 |
| Fabiola Nachon       | Phoenix Door And Hardware           | 2477 W 4th Ave                     | Hialeah         | FL | 33010-1422 | 305-888-5236 |
| Roy C Carter III     | Beverly Hills Ace Hardware, Inc.    | 3621 N Lecanto Hwy                 | Beverly Hills   | FL | 34465-3503 | 352-527-1451 |
| Cindy W Chancy       | Bristol Ace Hardware Inc.           | 10898 NW State Road 20             | Bristol         | FL | 32321      | 850-643-2336 |
| Kristopher L. Farris | Ace of Ocala Westside, LLC          | 8585 SW Highway 200                | Ocala           | FL | 34481-9644 | 352-291-1005 |
| James W Ackroyd      | Vision Ace Hardware, LLC            | 2739 Dr Martin Luther King Jr St N | St Petersburg   | FL | 33704-2721 | 727-822-4801 |
| John Gavin           | Gavins Ace Hardware Nicholas, LLC   | 290 Nicholas Pkwy NW               | Cape Coral      | FL | 33991-3804 | 239-945-6223 |
| Robert S Osteen      | Native Hardware LLC                 | 8863 SE Bridge Rd                  | Hobe Sound      | FL | 33455-5310 | 772-546-0597 |
| Adra Kennard         | KB Hardware LLC                     | 3727 W University Ave              | Gainesville     | FL | 32607-6414 | 352-378-4650 |
| Mark Omasta          | D.J. Elliott, Inc.                  | 6874 Gulfport Blvd Ste 807         | South Pasadena  | FL | 33707-2163 | 727-344-3377 |
| Timothy S Gibson     | Ace Hardware of Sun City Center, LL | 16440 S US Hwy 301                 | Wimauma         | FL | 33598      | 813-634-5363 |

| Owner Name              | Legal Name                          | Street                             | City              | St | Zip Code   | Phone #      |
|-------------------------|-------------------------------------|------------------------------------|-------------------|----|------------|--------------|
| Curtis Blocker          | Ace Vision Group, L.L.C.            | 17 Hwy 630 E                       | Frostproof        | FL | 33843-1713 | 863-546-6027 |
| Willie S Betts          | Consolidated Ace of Destin, Inc.    | 235 Main St                        | Destin            | FL | 32541-2503 | 850-837-6915 |
| Michael A Wynn          | Sunshine Ace Hardware, Inc.         | 3035 Tamiami Trl                   | Port Charlotte    | FL | 33952-6601 | 941-627-5558 |
| Michael D. Turner       | Turner Ace St. Augustine, Inc.      | 150 San Marco Ave                  | Saint Augustine   | FL | 32084-3266 | 904-547-2639 |
| John C Thompson         | Thompson Ace Hardware, Inc.         | 9742 Old Saint Augustine Rd        | Jacksonville      | FL | 32257-6040 | 904-559-2618 |
| Andrew Arnstein         | Bellevue Ace Hardware, Inc.         | 10677 SE US Highway 441            | Bellevue          | FL | 34420-2801 | 352-693-5809 |
| Jacob W. Hagan          | Hagan Ace Hardware of Green Cove    | 1305 N Orange, Suite 110           | Green Cove Spring | FL | 32043-6416 | 904-284-9931 |
| Roy C Carter III        | Carter's Ace Hardware of Crystal Ri | 999 NE 5th St                      | Crystal River     | FL | 34429-4443 | 352-228-4583 |
| Norma Yesenia Pastermac | Ace Handiman North, LLC             | 3160 Garden St                     | Titusville        | FL | 32796-3060 | 321-225-8725 |
| Paul P Barcia, Jr       | Fort White Hardware, LLC            | 18112 SW State Road 47             | Fort White        | FL | 32038-3600 | 386-497-1708 |
| Charles R Devine        | DG Hardware, Inc.                   | 4210 53rd Ave E                    | Bradenton         | FL | 34203-8097 | 941-727-0884 |
| Stephen D Smith         | Lynn Haven Ace Hardware, Inc.       | 520 Ohio Ave                       | Lynn Haven        | FL | 32444-1754 | 850-571-3415 |
| John R Rigney           | Rigney's Hardware Company           | 1212 Lantana Rd                    | Lantana           | FL | 33462-1517 | 561-585-0247 |
| Rickie W Chancy         | Wewa Ace Hardware, Inc.             | 702 N Highway 71                   | Wewahitchka       | FL | 32465-4043 | 850-639-4000 |
| Jim Ackroyd             | Vision Ace Hardware, LLC            | 1009 N Brevard Ave                 | Arcadia           | FL | 34266-8844 | 863-494-6000 |
| Curtis Blocker          | Ace Vision Group, L.L.C             | 905 E Canal St                     | Mulberry          | FL | 33860-2531 | 863-774-6600 |
| Kenneth Richards        | FACCT INC                           | 11768 Narcoossee Rd                | Orlando           | FL | 32832-6971 | 321-234-3200 |
| James W. Ackroyd        | Vision Ace Hardware, LLC            | 3705 Tampa Rd Suite #8             | Oldsmar           | FL | 34677-6300 | 813-814-2424 |
| Walter S Toole II       | University Ace Hardware, Inc.       | 3755 Alafaya Trl                   | Oviedo            | FL | 32765-4926 | 407-542-3746 |
| Evan A Bedford          | Tavernier Hardware, inc             | 91900 Overseas Hwy                 | Tavernier         | FL | 33070-2632 | 305-852-2511 |
| Charles R Devine        | DG Hardware, Inc.                   | 1230 S Tamiami Trl                 | Osprey            | FL | 34229-9692 | 941-918-0001 |
| Robert Shor             | Dixie Hardgoods Company, LLC        | 6448 S Dixie Hwy                   | South Miami       | FL | 33143-4648 | 786-605-1471 |
| Orlando Valdes          | KLI Shell Lumber & Hardware LLC     | 102265 Overseas Hwy                | Key Largo         | FL | 33037-4683 | 305-451-0311 |
| Hitesh Patel            | HNY16 LLC                           | 2015 E Silver Springs Blvd         | Ocala             | FL | 34470-6916 | 352-512-9467 |
| Michael A Wynn          | Sunshine Ace Hardware, Inc.         | 1015 W Bay Dr                      | Largo             | FL | 33770-3248 | 727-581-5077 |
| Noor Vallyani           | Margate Blvd Hardware Store, Inc.   | 5843 Margate Blvd                  | Margate           | FL | 33063-2834 | 954-972-1711 |
| William R Cronin        | Cronin Ace Hardware-Nocatee, LLC    | 10870 US 1 N Unit 116              | Ponte Vedra       | FL | 32081      | 904-907-2160 |
| Heralall Ramjit         | Elistway, LLC                       | 7953 Normandy Blvd                 | Jacksonville      | FL | 32221-6640 | 904-813-7622 |
| Hitesh Patel            | DAS Family, LLC                     | 525 E 13th St                      | Saint Cloud       | FL | 34769-4710 | 407-957-0191 |
| Ronald Crowder          | Crowder Bros. Hardware, Inc.        | 9516 Cortez Rd W                   | Bradenton         | FL | 34210-1800 | 941-761-8441 |
| Michael W. Roberts      | Ace Hardware of Pace, Inc.          | 4475 Woodbine Rd                   | Pace              | FL | 32571-8783 | 850-982-0007 |
| Valdin Llano            | Ace Hardware of Kendall Inc         | 9869 SW 88th Street                | Miami             | FL | 33176      | 786-857-6260 |
| Lutfi A. Awwad          | Haron Inc.                          | 1118 8th Ave W                     | Palmetto          | FL | 34221-3810 | 941-212-6004 |
| Dale Cowart             | Ace Hardware of Debary LLC          | 220 N Charles Richard Beall Blvd   | Debary            | FL | 32713-2156 | 386-320-0847 |
| Charles Devine          | DG Hardware, Inc.                   | 2876 Ringling Blvd                 | Sarasota          | FL | 34237-5331 | 941-365-8802 |
| Michael A. Wynn         | Sunshine Ace Hardware, Inc.         | 912a Kings Hwy                     | Port Charlotte    | FL | 33980-5247 | 941-629-4455 |
| Dana D. Herndon         | Herndon Hardware, LLC               | 3321 Beech Ridge Pl                | Tallahassee       | FL | 32312-3864 | 850-765-4748 |
| John McMillan Jr.       | Route 46 Ace Hardware, Inc.         | 5040 W State Road 46               | Sanford           | FL | 32771-9248 | 407-330-9511 |
| Willie S. Betts         | Consolidated Ace of Freeport, Inc.  | 16320 US Highway 331 S             | Freeport          | FL | 32439-4156 | 850-880-6969 |
| James T. McDonald       | Suwannee River Ace Hardware, Inc.   | 105 Suwannee Ave NW                | Branford          | FL | 32008-3273 | 386-935-1058 |
| William B. Gibbs        | Bryan's Ace Home Center, Inc.       | 18482 High Springs Main St         | High Springs      | FL | 32643-0545 | 386-454-0622 |
| Dan Hessler             | Hessler Paint & Ace Hardware, Corp  | 4591 W Atlantic Ave                | Delray Beach      | FL | 33445-3834 | 561-495-8900 |
| James David Taylor      | Mrt Lawn & Garden Center, Inc.      | 5175 Englewood                     | Venice            | FL | 34293-6019 | 941-493-1293 |
| Amy L Jasso             | DGJ Hardware Incorporated           | 1560 S Highway 29                  | Cantonment        | FL | 32533-6424 | 850-780-6088 |
| Michael D. Turner       | Turner WGV LLC                      | 6205 State Road 16                 | Saint Augustine   | FL | 32092-2108 | 904-907-2424 |
| Rodney A. Short         | Jacaranda Ace Hardware LLC          | 337 Jacaranda Blvd                 | Venice            | FL | 34292-2450 | 941-220-7424 |
| EDWARD W STRUTTMANN     | EDST, INC.                          | 1847 S Patrick Dr                  | Indian Harbour Be | FL | 32937-4377 | 321-777-0777 |
| Daniel Shackell         | Ace of Haze Enterprise, Inc         | 8501 Placida Rd                    | Cape Haze         | FL | 33946-2427 | 941-697-1669 |
| David James Taylor      | MRT Lawn & Garden Center, INC.      | 2775 El Jobean Rd                  | Port Charlotte    | FL | 33953-5740 | 941-883-7117 |
| Michael Wynn            | Sunshine Ace Hardware Inc           | 5409 Manatee Ave W                 | Bradenton         | FL | 34209-3746 | 941-795-8442 |
| Michael Wynn            | Sunshine Ace Hardware Inc           | 2401 Lakewood Ranch Blvd           | Lakewood Ranch    | FL | 34211-4955 | 941-748-8442 |
| James Leo Stoner        | Ace Hardware of Cape Haze, Inc.     | 12840 U S Rte 301                  | Dade City         | FL | 33525      | 352-467-7050 |
| John Rigney R           | Rigney's WPB Hardware Company       | 6770 Forest Hill Blvd              | Greenacres        | FL | 33413-3322 | 561-623-7410 |
| Walter S. II Toole      | Aloma Ace Hardware, Inc.            | 6748 Aloma Ave                     | Winter Park       | FL | 32792-6801 | 321-972-8186 |
| John M Meeks            | LCNR Enterprises, LLC               | 403 N Hathaway Ave                 | Bronson           | FL | 32621-6122 | 352-486-4014 |
| Kristal Arshed          | North Fort Myers Hardware, LLC      | 4151 Hancock Bridge Pkwy           | North Fort Myers  | FL | 33903-4292 | 239-202-0134 |
| Hitesh Patel            | T and P United INC                  | 800 S US Highway 1                 | Vero Beach        | FL | 32962-4703 | 772-217-2330 |
| Donald W Hagan          | Hagan Ace Hardware Of Yulee, INC.   | 85880 Miner Rd                     | Yulee             | FL | 32097-7260 | 904-694-2426 |
| Michael D Turner        | Turner Ace Monument LLC             | 2771 Monument Rd Ste. 12           | Jacksonville      | FL | 32225-5549 | 904-738-8264 |
| Carol Throop            | Moore's True Value Hardware, Inc.   | 7070 Seminole Pratt Whitney Rd Ste | Loxahatchee       | FL | 33470-3498 | 561-333-5090 |
| Jamie Graham            | Webster Hardware & Farm Supply, Inc | 120 N Market Blvd                  | Webster           | FL | 33597-3961 | 352-793-4831 |
| John McMillan Jr.       | Dr. Phillips Ace Hardware, INC.     | 5142 Dr Phillips Blvd              | Orlando           | FL | 32819-3312 | 407-988-3026 |
| Roy C Carter III        | Carter's Ace Hardware of Hunt Club, | 510 S Hunt Club Blvd.              | Apopka            | FL | 32703-4948 | 321-203-2141 |
| Eric Chorey             | CW Hardware, LLC                    | 4831 Kerry Forest Pkwy             | Tallahassee       | FL | 32309-2273 | 850-668-3389 |
| Hitesh Patel            | US & UK United LLC                  | 184 S Lake Shore Way               | Lake Alfred       | FL | 33850-2746 | 863-845-2027 |
| Hitesh Patel            | T And P United Inc                  | 4132 Little Rd                     | New Port Richey   | FL | 34655-1721 | 727-376-0440 |
| James Leo Stoner        | Ace Hardware of Cape Haze, Inc.     | 4810 Allen Rd                      | Zephyrhills       | FL | 33541-3551 | 813-395-5141 |
| Eric Starr              | Ace Hardware of Tampa LLC           | 4215 W Bay To Bay Blvd             | Tampa             | FL | 33629-6605 | 813-415-3180 |
| Carol Throop            | P.L.T. Hardware, LLC                | 10126 West Indiantown Road         | Jupiter           | FL | 33478-4707 | 561-935-5548 |
| James T McDonald        | Jasper Ace Hardware, Inc.           | 202 Central Ave NW                 | Jasper            | FL | 32052-6152 | 386-792-1052 |
| James W Ackroyd         | Vision Ace Hardware, LLC            | 10523 Stringfellow Rd              | Bokeelia          | FL | 33923-3245 | 239-283-7533 |
| Rohn A Schaefer         | DG Hardware, INC                    | 208 W Marion Ave                   | Punta Gorda       | FL | 33950-4415 | 941-639-7047 |
| Wendy Williams Crumit   | Max's Ace Hardware, LLC             | 11 C St                            | Haines City       | FL | 33844-5029 | 863-422-1631 |
| Bill Worrall            | Commercial Beach Hardware, Inc      | 232 Commercial Blvd                | Lauderdale By The | FL | 33308-4438 | 954-776-5811 |
| Jeffrey S Gross         | Gross Family Enterprises II Inc     | 1480 N US Highway 1                | Ormond Beach      | FL | 32174-8701 | 386-238-9176 |
| William M Head          | Santa Rosa Ace Hardware, Inc.       | 2202 US Highway 98 W               | Santa Rosa Beach  | FL | 32459-5323 | 850-660-1597 |



| Owner Name               | Legal Name                          | Street                             | City             | St | Zip Code   | Phone #      |
|--------------------------|-------------------------------------|------------------------------------|------------------|----|------------|--------------|
| Manish Khullar           | Ace at 1091 Oakleaf, LLC            | 1091 Oakleaf Plantation Pkwy       | Orange Park      | FL | 32065-3623 | 000-000-0000 |
| Walter S Toole II        | South Lake Ace Hardware, Inc.       | 4425 S Highway 27                  | Clermont         | FL | 34711-5384 | 352-738-0778 |
| Rodney A Short           | Ace@ West Villages Marketplace, LLC | 12236 Mercado Dr.                  | Venice           | FL | 34293      | 941-220-7424 |
| Donald W Hagan           | Hagan Ace Hardware of Orange Park,  | 1480 Park Ave                      | Orange Park      | FL | 32073-4908 | 904-639-5769 |
| Justin Crowder           | Crowder Hardware, LLC               | 12480 Spring Hill Dr               | Spring Hill      | FL | 34609-4900 | 352-686-4743 |
| Robert S Osteen          | Floridian Ace 25, L.L.C.            | 3626 Apalachee Pkwy                | Tallahassee      | FL | 32311-3024 | 850-656-5947 |
| Hitesh Patel             | DAS Family, LLC                     | 5494 Lorkey Lane                   | Viera            | FL | 32940      | 321-305-5292 |
| Roy C Carter Jr          | Carter's Ace Hardware of Eustis, In | 1750 N State Road 19               | Eustis           | FL | 32726      | 352-800-4107 |
| Hitesh Patel             | T And P United II Inc               | 10801 Starkey Rd Unit 16C          | Largo            | FL | 33777-1159 | 727-498-6732 |
| Robert A Shor Rev Trust  | Alton Hardgoods Company LLC         | 1665 Alton Rd                      | Miami Beach      | FL | 33139-2428 | 305-754-2556 |
| Michael Wynn             | Sunshine Ace Hardware, Inc.         | 8850 Founders Square Dr. Unit #235 | Naples           | FL | 34120-0732 | 239-387-1958 |
| James Austin Burkett III | Ceba Retail LLC                     | 8080 Moon Lake Rd                  | New Port Richey  | FL | 34654-5303 | 727-378-8738 |
| Rohn Alan Schaefer       | DG Hardware, INC.                   | 5471 Palmer Crossing Cir Unit 1    | Sarasota         | FL | 34233-3208 | 941-278-4242 |
| Hitesh Patel             | T and P United III, Inc.            | 1169 SE Port St Lucie Blvd         | Port Saint Lucie | FL | 34952-5332 | 772-353-5373 |
| Donald W Hagan           | Hagan Ace Hardware of Callahan, Inc | 450037 State Road 200              | Callahan         | FL | 32011-3832 | 904-879-3456 |
| Rohn Alan Schaefer       | DG Hardware, Inc.                   | 7220 University Pkwy               | Sarasota         | FL | 34240-8327 | 941-925-6715 |
| Beverly Kelly            | Dolphin Logistics, LLC              | 4531 Gunn Hwy                      | Tampa            | FL | 33624-6311 | 813-352-0400 |
| Justin Crowder           | Crowder Brothers LLC                | 320 75th Ave                       | St Pete Beach    | FL | 33706-1830 | 727-308-4000 |
| Walter S Toole II        | Hamlin Ace Hardware, Inc.           | 5175 Hamlin Groves Trl             | Winter Garden    | FL | 34787-4351 | 0 - -        |
| William R Cronin         | Cronin Ace Baymeadows LLC           | 9802 Baymeadows Rd Unit#05         | Jacksonville     | FL | 32256-7987 | 904-367-3285 |
| William B Gibbs          | Bryan's Ace Home Center, Inc.       | 6910 SE 221st St                   | Hawthorne        | FL | 32640-3989 | 352-481-9928 |
| Matt Allen               | Ace Hardware of DeLand, LLC         | 245 S Woodland Blvd                | Deland           | FL | 32720-5413 | 386-734-0444 |
| Tim McMillon             | Ace Hardware of Orande City, Inc.   | 595 N Volusia Ave                  | Orange City      | FL | 32763-4801 | 386-775-7744 |
| Hitesh Patel             | TPS United LLC                      | 3828 Duff Rd                       | Lakeland         | FL | 33810-1251 | 863-210-5699 |
| Hardik Shah              | TOP ACE VENTURES I LLC              | 2080 Lpga Blvd                     | Daytona Beach    | FL | 32117-7134 | 386-265-4610 |
| John Wesley McMillan Jr. | New Smyrna Beach Ace Hardware Inc.  | 540 N Dixie Fwy                    | New Smyrna Beach | FL | 32168-6708 | 407-841-6520 |
| Michael Wynn             | Sunshine Ace Hardware Inc.          | 5360 Ave Maria Blvd. Unit 110-112  | Ave Maria        | FL | 34142-9506 | 000-000-0000 |
| James Austin Burkett III | CEBA Supply LLC                     | 4411 Grand Blvd                    | New Port Richey  | FL | 34652-5403 | 727-842-9136 |
| James W Ackroyd          | Vision Ace Hardware, LLC            | 5371 Village Market                | Wesley Chapel    | FL | 33544-8452 | 813-973-2000 |
| Walter S II Toole        | Windermere Ace Hardware, Inc.       | 517 Main St                        | Windermere       | FL | 34786-3562 | 000-000-0000 |
| Amy L Jasso              | Scenic Ace Hardware LLC             | 1001 Scenic Hwy                    | Pensacola        | FL | 32503-6616 | 000-000-0000 |
| Michael Wynn             | Sunshine Ace Hardware, Inc          | 42080 Cypress Parkway              | Babcock Ranch    | FL | 33982      | 000-000-0000 |
| Lewis Reeves             | REEVES HARDWARE COMPANY INC.        | 46 S Main St                       | Clayton          | GA | 30525-5477 | 706-782-4253 |
| Richard D Young          | DILL'S HARDWARE INC.                | 352 Fitzgerald Hwy                 | Ocilla           | GA | 31774-3716 | 229-468-5281 |
| H Chandler               | CHANDLER BROTHERS HARDWARE CO. INC. | 115 N Wayne St                     | Milledgeville    | GA | 31061-3435 | 478-452-2613 |
| Lemuel Brooks            | CULPEPPER LUMBER CO., INC.          | 816 Augusta Rd                     | Thomson          | GA | 30824-8488 | 706-595-3512 |
| W Barnes                 | W.C. Barnes Store, Inc.             | 928 Veterans Memorial Hwy SW       | Mableton         | GA | 30126-2747 | 678-265-8181 |
| Pernal Franklin          | TRAPNELL - TOMLINSON CO.            | 212 E Broad Street                 | Metter           | GA | 30439      | 912-685-5757 |
| William Clegg            | FARM & HOME SUPPLY, INC.            | 181 S Cherokee Rd                  | Social Circle    | GA | 30025-2802 | 770-464-3354 |
| Rever Morris             | MORRIS'S                            | 630 W 12th St                      | Alma             | GA | 31510-1959 | 912-632-7971 |
| Alex Hill                | HILL'S SUPPLY CO.                   | 189 W Athens St                    | Winder           | GA | 30680-2295 | 770-867-3925 |
| Raymond Harris           | RAYMOND M. HARRIS & CO., INC.       | 386 W Cherry St                    | Jesup            | GA | 31545-1400 | 912-427-3767 |
| David Lott               | LOTT BUILDERS SUPPLY COMPANY, INC.  | 1201 Peterson Ave N                | Douglas          | GA | 31533-2829 | 912-384-1800 |
| Wade L Doss              | BATES HARDWARE COMPANY              | 1709 Howell Mill Rd NW             | Atlanta          | GA | 30318-3113 | 404-351-4240 |
| James Mcgee              | GEORGIA HARDWARE COMPANY INC.       | 10 W Main St                       | Forsyth          | GA | 31029-1747 | 478-994-2141 |
| H Chandler               | CHANDLER BROTHERS HARDWARE COMPANY  | 1895 N Columbia St                 | Milledgeville    | GA | 31061-2316 | 478-452-1205 |
| H Hart                   | ISLAND ACE HARDWARE, INC.           | 329 Longview Plz                   | Saint Simons Is  | GA | 31522-2571 | 912-638-3800 |
| John Roberts             | ACE HARDWARE OF SPARTA INC.         | 701 Hamilton St                    | Sparta           | GA | 31087-1840 | 706-444-6710 |
| James Rogers             | ROGERS ACE HARDWARE, INC.           | 42 E Underwood St                  | Cleveland        | GA | 30528-1272 | 706-865-2184 |
| Joseph Smith             | HANDY HARDWARE, INC.                | 3969 Lawrenceville Hwy             | Tucker           | GA | 30084-4513 | 770-939-6842 |
| Lewis Reeves             | REEVES HARDWARE COMPANY, INC.       | 118 Chechero St                    | Clayton          | GA | 30525-5478 | 706-782-4219 |
| Thomas Jones             | JONES HOMETOWN HARDWARE, INC.       | 1083 E 3rd St                      | Jackson          | GA | 30233-2151 | 770-775-7501 |
| Elliott E Lanier         | REIDSVILLE ELECTRIC, INC.           | 223 W Brazell St                   | Reidsville       | GA | 30453-4407 | 912-557-6785 |
| James Garner             | GARNER VENTURES, INC.               | 693 E Church St                    | Jasper           | GA | 30143-1314 | 706-692-5929 |
| Walton Matthew Roundtree | Holloway's Hardware, Inc.           | 302 S Jefferson Ave                | Eatonton         | GA | 31024-1130 | 706-485-8550 |
| Harold Crump             | ERWIN'S HOME SUPPLIES, INC.         | 170 West Belmont Drive SW          | Calhoun          | GA | 30701      | 706-629-3028 |
| Darrick Jackson          | HELEN HARDWARE, INC.                | 8160 S Main St                     | Helen            | GA | 30545-3647 | 706-878-3230 |
| T Kenneth Sculley        | TOM HORNE SUPPLY COMPANY            | 218 W Monroe St                    | Thomasville      | GA | 31792-5421 | 229-226-3031 |
| Daniel Moore             | Moore's Ace Hardware & Gifts Inc.   | 504 E Crawford St                  | Colquitt         | GA | 39837-5200 | 229-758-3561 |
| Jonathan Miller          | MILLER HARDWARE COMPANY LLC         | 211 E Hill Ave                     | Valdosta         | GA | 31601-5705 | 229-244-0924 |
| Gary Evans               | VILLAGE HARDWARE & PAINT SUPPLY     | 3116 Maple Rd                      | Lindale          | GA | 30147-1307 | 706-232-3722 |
| Thomas Garrett           | POSS ACE HARDWARE INC.              | 22 E Robert Toombs Ave             | Washington       | GA | 30673-1736 | 706-678-1525 |
| Scott Peterman           | CIRCLE ACE HARDWARE, INC.           | 215 S Commercial Cir               | Warner Robins    | GA | 31088-4611 | 478-922-3334 |
| George Jackson           | WESLEYAN ACE HARDWARE, Inc.         | 5020 Forsyth Rd                    | Macon            | GA | 31210-2107 | 478-471-7732 |
| Michael W Keith          | KEITH HARDWARE, INC.                | 2846 Chattanooga Valley Rd         | Flintstone       | GA | 30725-2045 | 706-820-1334 |
| J Thomas Glenn           | ACE HARDWARE OF EAST ROME, INC.     | 610 Shorter Ave NW, Suite 1        | Rome             | GA | 30165-4283 | 706-291-1939 |
| Chester Davis            | ACE HARDWARE OF GRAY INC.           | 243 West Clinton Street            | Gray             | GA | 31032-5327 | 478-986-9200 |
| Lewis Reeves             | REEVES HARDWARE COMPANY, INC.       | 7314 Highway 441 N                 | Dillard          | GA | 30537-2231 | 706-746-7414 |
| George Jackson Jr        | WRJ, INC.                           | 1345 Sam Nunn Blvd                 | Perry            | GA | 31069-2121 | 147-898-7997 |
| Gary Johnson             | HOME HARDWARE, INC.                 | 3863 Saint Marys Rd                | Columbus         | GA | 31906-4680 | 706-689-4228 |
| Calvin Franklin          | EQUINOX MANAGEMENT LLC              | 36 Surrey Plz                      | Hawkinsville     | GA | 31036-4633 | 478-892-9049 |
| J Thomas Glenn           | ACE HARDWARE OF LAFAYETTE, INC.     | 1105 N Main St                     | La Fayette       | GA | 30728-2119 | 706-638-1732 |
| David Jones              | DECATUR HARDWARE SUPPLY INC.        | 1404 Scott Blvd                    | Decatur          | GA | 30030-1424 | 404-378-6006 |
| Timothy Harris           | RAYMOND M. HARRIS & CO., INC.       | 15453 US Highway 17                | Townsend         | GA | 31331-3859 | 912-567-1136 |
| Jonathan Miller          | MILLER HARDWARE COMPANY LLC         | 3137 N Oak Street Ext              | Valdosta         | GA | 31602-1099 | 229-245-8054 |
| William Bradley          | BRADLEY BUILDERS, INC.              | 112 S 2nd Ave                      | Chatsworth       | GA | 30705-2928 | 706-695-2111 |

| Owner Name              | Legal Name                          | Street                            | City             | St | Zip Code   | Phone #      |
|-------------------------|-------------------------------------|-----------------------------------|------------------|----|------------|--------------|
| Thomas W Barfield       | KNIGHT'S ACE HARDWARE, INC.         | 837-39 S Main St                  | Cedartown        | GA | 30125      | 770-748-2742 |
| Herbert Chandler        | CHANDLER BROTHERS HARDWARE CO., INC | 3011 N Columbia St                | Milledgeville    | GA | 31061-8799 | 478-452-9111 |
| Alex Hill               | HILL'S SUPPLY CO.                   | 275 U S Hwy 78                    | Loganville       | GA | 30052      | 770-466-1991 |
| Jason C Sutton          | A-PLUS HARDWARE, INC.               | 5132 Joe Frank Harris Pkwy NW     | Adairsville      | GA | 30103-5328 | 770-773-3388 |
| Matthew Cochran         | BUILDERS SUPPLY, INC.               | 3271 US Highway 84                | Blackshear       | GA | 31516-2141 | 770-449-4726 |
| Douglas Eifrid          | DNE, INC.                           | 854 N Highland Ave NE             | Atlanta          | GA | 30306-4507 | 404-874-5619 |
| Brian Hodges            | Hodges Ace Hardware, Inc.           | 501 Main St                       | Claxton          | GA | 30417-6863 | 912-739-4702 |
| Charles Wells Sr        | WELLS HARDWARE & SUPPLY, INC.       | 108 E 8th Ave                     | Cordele          | GA | 31015-4354 | 229-273-1951 |
| Carlton Newberry        | DONALSONVILLE HARDWARE, INC.        | 1405 S Tennille Ave               | Donalsonville    | GA | 39845-1987 | 229-524-1380 |
| Bo Barrow               | BARROW AUTOMOTIVE, INC.             | 29 S Broad St                     | Butler           | GA | 31006-5522 | 478-862-5205 |
| James Royal Sr          | ROYAL BROS., INC.                   | 2415 Coastal Hwy 17 S             | Richmond Hill    | GA | 31324      | 912-756-3424 |
| William A. Perkins III  | SALTER BUILDING SUPPLY, INC.        | 287 Old Millen Hwy                | Waynesboro       | GA | 30830-8803 | 706-554-9977 |
| Jerry Shaifer           | Lake Oconee Ace LLC                 | 1022 Lake Oconee Parkway          | Eatonton         | GA | 31024      | 706-485-6574 |
| Matthew Cochran         | Builder's Supply, Inc.              | 5909 N 2nd St                     | Folkston         | GA | 31537-9356 | 912-496-7771 |
| George Jackson Jr       | RUTLAND ACE HARDWARE, LLC           | 6173 Houston Rd                   | Macon            | GA | 31216-6609 | 478-788-2778 |
| A Rocker                | ROCKER SUPPLY, INC.                 | 517 N Hwy 25                      | Millen           | GA | 30442      | 478-982-2856 |
| Michael D Cox           | BARNESVILLE HARDWARE COMPANY, LLC   | 916 Highway 341 S                 | Barnesville      | GA | 30204-3771 | 770-872-3661 |
| Paul Harwood            | REDWARE, LLC                        | 964 Ralph David Abernathy Blvd SW | Atlanta          | GA | 30310-1833 | 404-755-5599 |
| Lemuel Brooks           | CULPEPPER LUMBER CO., INC.          | 4532 Washington Rd                | Evans            | GA | 30809-3802 | 706-863-7109 |
| Ralph A Lukowiak        | CLW ENTERPRISES, LLC                | 10875 Jones Bridge Rd             | Alpharetta       | GA | 30022-6538 | 770-442-5030 |
| George Jackson          | RIVERSIDE ACE HARDWARE, LLC         | 3600 Riverside Dr                 | Macon            | GA | 31210-2510 | 478-474-6454 |
| Randy West              | ISLANDS HARDWARE GROUP, INC.        | 318 Johnny Mercer Blvd Ste 5      | Savannah         | GA | 31410-2196 | 912-897-1288 |
| Josa Harris             | RAYMOND M HARRIS & CO INC           | 1012 W Ogleshorpe Hwy             | Hinesville       | GA | 31313-5424 | 912-876-2147 |
| Lee M Mayfield Jr       | MAYFIELD HARDWARE COMPANY           | 2171 Elm St NE                    | Covington        | GA | 30014-2443 | 770-786-2550 |
| Tom Glenn               | ACE HARDWARE OF RINGGOLD, LLC       | 100 Helpful Pl                    | Ringgold         | GA | 30736-5994 | 706-935-2231 |
| H Hal Hart III          | ISLAND ACE HARDWARE, INC.           | 2807 Demere Rd                    | St Simons Island | GA | 31522-1618 | 912-634-0523 |
| J Leon Cochran          | Builders Supply Inc. - Camden       | 687 Charlie Smith Sr Hwy          | Saint Marys      | GA | 31558-3049 | 912-729-2648 |
| J Leon Cochran          | Builders Supply Inc. - Camden       | 1060 E King Ave                   | Kingsland        | GA | 31548-6327 | 912-729-4704 |
| Joseph H Smith          | HANDY ACE HARDWARE, LLC             | 2684 Winder Hwy                   | Dacula           | GA | 30019-1671 | 770-339-0901 |
| Eric T Allison          | CAH ACQUISITIONS, LLC               | 924 West Ave                      | Cartersville     | GA | 30120-6134 | 770-382-1298 |
| Chadwick H Spinks       | MACK'S HARDWARE & HOME, INC.        | 880 Dogwood Rd                    | Lawrenceville    | GA | 30044-5797 | 678-344-1555 |
| Michael G Gandy         | MCG HARDWARE COMPANY                | 26 McCain Pass                    | Marble Hill      | GA | 30148-2258 | 770-893-4111 |
| Vickie Cox              | EAST LAKE HARDWARE COMPANY, LLC     | 1750 Hwy 81 E                     | McDonough        | GA | 30252-3032 | 770-914-5065 |
| David Miller            | DAVID MILLER, INC.                  | 213 Spaulding Rd                  | Montezuma        | GA | 31063-1723 | 478-472-2222 |
| Matthew Cochran         | Builders Supply, Inc.               | 14133 Cleveland St E              | Nahunta          | GA | 31553-9496 | 912-462-7552 |
| William T Coogle        | REYNOLDS IGA FOODLINER, INC.        | 714 W 4th St                      | Adel             | GA | 31620-2656 | 229-896-5055 |
| J Thomas Glenn          | ACE HARDWARE OF CHICKAMAUGA         | 36 General Bushrod Johnson Ave.   | Chickamauga      | GA | 30707      | 706-375-2111 |
| Charles Warren          | CHAS MAR HOLDINGS, INC.             | 6301 Oak Street                   | Eastman          | GA | 31023-8926 | 478-374-3391 |
| Charles Warren          | CHAS MAR HOLDINGS, INC.             | 6 W Oak St                        | Mc Rae           | GA | 31055-4332 | 229-868-5406 |
| B P (Skip) James Jr     | JAMES HOLDING COMPANY, LLC          | 886 Elbert Street                 | Elberton         | GA | 30635-2628 | 706-283-3054 |
| B P (Skip) James Jr     | JAMES HOLDING COMPANY, LLC          | 994 Franklin Springs St           | Royston          | GA | 30662-3908 | 706-245-0091 |
| Hasan Yousef (Carlos)   | ONE STOP HARDWARE, LLC              | 877 N Church St                   | Blakely          | GA | 39823-2261 | 229-723-3801 |
| Parminder Singh         | THE NEW ERA HARDWARE INCORPORATED   | 1733 Washington Rd                | East Point       | GA | 30344-4151 | 404-761-2640 |
| Brian Lucas             | BLECKLEY HARDWARE, INC.             | 116 Highway 87 Byp N              | Cochran          | GA | 31014-6042 | 478-934-1222 |
| Steven Walls            | WALLS & WALLS ENTERPRISES, INC.     | 2932 Canton Rd-Ste 280            | Marietta         | GA | 30066-3861 | 770-428-0500 |
| Robert G Strickland III | R G STRICKLAND SUPPLY, LLC          | 535 General Daniel Ave N          | Danielsville     | GA | 30633-6915 | 706-795-2260 |
| Preston Bullock         | JAY'S HARDWARE INC                  | 101 Walden St                     | Wrens            | GA | 30833-4518 | 706-547-0040 |
| Alta Lance              | ACE HARDWARE BLUE RIDGE, LLC        | 4344 Old Highway 76               | Blue Ridge       | GA | 30513-8060 | 706-632-8002 |
| Clarence E Smith        | Artistic Builders Supply, Inc.      | 963 Buford Dr                     | Lawrenceville    | GA | 30043-4525 | 770-963-5222 |
| Chadwick H Spinks       | Macks Hardware Watkinsville, LLC    | 2041 Hog Mountain Rd              | Watkinsville     | GA | 30677-1954 | 706-769-8578 |
| William J Reeves        | Reeves Hardware Company             | 95 Bo James St                    | Clayton          | GA | 30525-5879 | 706-960-9090 |
| Allen Dawson            | Smith Hardware Delk Road LLC        | 2900 Delk Rd SE Ste 2400          | Marietta         | GA | 30067-5336 | 770-800-3800 |
| Zachary Stafford        | Stafford Partners Midtown, LLC      | 860 Juniper St NE                 | Atlanta          | GA | 30308-1325 | 404-228-2291 |
| David Bowles Sr.        | Bowles Investment Group, LLC        | 706 Mall Blvd                     | Savannah         | GA | 31406-4836 | 912-544-6453 |
| Adam Keith              | Keith Hardware, Inc.                | 2105 E Walnut Ave                 | Dalton           | GA | 30721-4552 | 706-529-2231 |
| Michael T Hubert        | Pan Tack Inc.                       | 5127 Wrightsboro Rd               | Grovetown        | GA | 30813-2803 | 706-922-9735 |
| Michael A Harwell       | Marlin Holdings, LLC                | 2365 Peachtree Rd NE              | Atlanta          | GA | 30305-4147 | 404-841-9525 |
| Paula L Johnson         | Home Hardware Inc.                  | 7390 Blackmon Rd                  | Columbus         | GA | 31909-4477 | 706-221-6920 |
| Zach Stafford           | Stafford Partners Grant Park, LLC   | 519 Memorial Dr SE, Ste A1        | Atlanta          | GA | 30312-2218 | 678-973-0711 |
| Joseph Hiers            | Hijo Investments LLC                | 870 E Parker St                   | Baxley           | GA | 31513-7075 | 912-367-2600 |
| Susan Harlan            | Vickery Hardware Company            | 881 Concord Rd SE                 | Smyrna           | GA | 30080-4270 | 770-435-4567 |
| Matthew Colston         | Cornelia Ace Hardware, Inc.         | 283 GA-105                        | Cornelia         | GA | 30531      | 706-778-1223 |
| Brian Fisk              | Chamblee Ace Hardware, LLC          | 5446 Peachtree Blvd               | Chamblee         | GA | 30341-2235 | 770-881-7922 |
| Michael Harwell         | Marlin Holdings 2, LLC.             | 4365 Roswell Rd NE                | Atlanta          | GA | 30342-3315 | 404-255-2411 |
| David Miller            | David Miller, Inc.                  | 134 S Lee St                      | Americus         | GA | 31709-3506 | 229-924-1234 |
| Mike Huber              | Augusta Ace, LLC                    | 2803 Wrightsboro Rd               | Augusta          | GA | 30909-3913 | 706-364-5370 |
| Jyoti Joshi             | Reenaa Management Inc               | 275 Highway 78 W                  | Temple           | GA | 30179-3714 | 678-506-4110 |
| Preston L. Bullock      | Summit Hardware Group LLC           | 612 S Harris St                   | Sandersville     | GA | 31082-2821 | 478-232-3273 |
| Timothy Harris          | Raymond M. Harris & CO., Inc.       | 2195 Perry Lane Rd                | Brunswick        | GA | 31525-9725 | 912-574-5835 |
| Lisa W. Lusk            | Lusk & Walls LLC                    | 7337 Main St                      | Woodstock        | GA | 30188-5033 | 770-926-3281 |
| Tom Glenn               | Elder's Ace Hardware of Trenton, LL | 11665 S Main St                   | Trenton          | GA | 30752-2830 | 706-657-4334 |
| D William Osteen SR.    | Crossroads Ace Hardware LLC         | 8122 Dallas Acworth Hwy           | Dallas           | GA | 30132-7930 | 678-363-8191 |
| L. Ricky Bruce          | Mansfield Marketplace, Inc          | 4420 Highway 213                  | Mansfield        | GA | 30055      | 770-786-3060 |
| JPB-HHC Investors, LLC  | The Helpful Hardware Company, LLC   | 2000 Canton Hwy                   | Cumming          | GA | 30040-5150 | 678-666-1310 |
| JPB-HHC Investors, LLC  | The Helpful Hardware Company, LLC   | 8026 Cumming Hwy                  | Canton           | GA | 30115-9337 | 678-666-1310 |
| JPB-HHC Investors, LLC  | The Helpful Hardware Company, LLC   | 4715 Hammond Industrial Dr        | Cumming          | GA | 30041-5521 | 770-888-2440 |

| Owner Name              | Legal Name                          | Street                          | City              | St | Zip Code   | Phone #      |
|-------------------------|-------------------------------------|---------------------------------|-------------------|----|------------|--------------|
| JPB-HHC Investors, LLC  | The Helpful Hardware Company, LLC   | 4947 Atlanta Hwy                | Alpharetta        | GA | 30004-2922 | 770-475-5688 |
| David G Autry           | Autry's Ace Hardware, LLC           | 3540 Thompson Bridge Rd         | Gainesville       | GA | 30506-1501 | 678-971-1155 |
| Warren Anthony Pegram   | Out4Fun Franchises, LLC             | 6385 Old National Hwy Ste 120   | South Fulton      | GA | 30349-4347 | 404-806-8248 |
| Randy West              | Berwick Hardware, LLC.              | 5698 Ogeechee Rd                | Savannah          | GA | 31405-9500 | 912-219-3619 |
| William B Jones         | Convenience Stores, Inc.            | 171 N Lee St                    | Forsyth           | GA | 31029-2123 | 478-992-0100 |
| Anil Patel              | Sai Ram Management Inc              | 1864 Northside Dr E             | Statesboro        | GA | 30458-2138 | 912-259-9959 |
| Jyoti Joshi             | United AACE Corporation             | 7295 Lee Rd                     | Lithia Springs    | GA | 30122-2846 | 770-948-1222 |
| Reid Hutchings          | Miles True Value Hardware, Inc. 11/ | 2006 Highway 54 W               | Peachtree City    | GA | 30269-4743 | 770-487-7533 |
| Preston Bullock         | Summit Hardware Grp of North Georgi | 13365 Jones St                  | Lavonia           | GA | 30553-1164 | 706-466-5232 |
| Robert O Thomas         | Baell Mercantile, LLC               | 550 1st St NE                   | Moultrie          | GA | 31768-3404 | 229-985-5151 |
| Dwight Glover           | Dunwoody Village Ace, Inc           | 1316 Dunwoody Village Pkwy      | Atlanta           | GA | 30338-4125 | 770-394-6938 |
| Prajesh Patel           | OMAAJAYA, INC.                      | 3162 Johnson Ferry Rd           | Marietta          | GA | 30062-7604 | 770-992-2655 |
| John Triplett           | Mt Vernon Grocery Company, Inc      | 304 S Railroad Ave              | Mount Vernon      | GA | 30445-3066 | 912-583-0095 |
| Scott Peterman          | Byron Ace Hardware, INC.            | 237 GA Highway 49 S             | Byron             | GA | 31008-7043 | 478-956-4929 |
| Mike Fisk               | West Paces Ace Hardware LLC         | 3535 Northside Pkwy NW Ste T1   | Atlanta           | GA | 30327-2309 | 404-261-6000 |
| Michael T Hubert        | Warrenton Ace Hardware LLC          | 153 Legion Dr                   | Warrenton         | GA | 30828-8453 | 706-914-5041 |
| Thomas L Coogle         | Ace Ops Tifton, LLC                 | 2202 US Highway 41 N            | Tifton            | GA | 31794-2768 | 229-472-6095 |
| William L Cochran Jr    | Builder's Supply, Inc.              | 136 Industrial Rd               | Sylvania          | GA | 30467-1827 | 912-564-2003 |
| William B Jones         | Convenience Stores, Inc.            | 9160 GA Highway 212 W           | Monticello        | GA | 31064-3744 | 762-600-1405 |
| Darin Workman           | The Helpful Hardware Company, LLC   | 1715 Dennis Kemp Ln NW          | Kennesaw          | GA | 30152-7745 | 770-514-1001 |
| Mark Luther             | TMC Ace Enterprises, LLC            | 2983 N Druid Hills Rd NE        | Atlanta           | GA | 30329-3909 | 404-325-8000 |
| Anil Patel              | Sai Ram Management Inc              | 620 Central Dr                  | East Dublin       | GA | 31027-7414 | 478-304-1190 |
| John Raines             | JTR Stone Creek, Inc.               | 703 W Spring St                 | Monroe            | GA | 30655-1789 | 470-970-4223 |
| Darin Workman           | The Helpful Hardware Company, LLC   | 1110 N Park St                  | Carrollton        | GA | 30117-2229 | 770-832-0114 |
| Michael D Cox           | Union Grove Hardware Company, LLC   | 2250 Highway 155 N              | McDonough         | GA | 30252-4806 | 770-914-5065 |
| Preston Bullock         | Oakwood Hardware LLC                | 3446 Winder Hwy                 | Flowery Branch    | GA | 30542-3007 | 770-287-0010 |
| Cason Devane            | Swainsboro Supply Company, Inc.     | 360 E Main St                   | Swainsboro        | GA | 30401-3601 | 478-237-8876 |
| Tina Holt               | Holt's Hardware LLC                 | 305 S Main St                   | Ellijay           | GA | 30540-3202 | 706-635-2236 |
| Mathew Jantz            | Hartwell Hardware of GA LLC         | 108 Athens St                   | Hartwell          | GA | 30643-1851 | 706-961-1113 |
| Richard D Young         | Ace of Thomasville, LLC             | 2730 E Pinetree Blvd            | Thomasville       | GA | 31792-4827 | 229-516-8590 |
| Sunil Soni              | Woodstock Hardware LLC              | 115 Colony Center Dr            | Woodstock         | GA | 30188-4633 | 404-446-3733 |
| John David Hudson       | LJ LLC                              | 3321 Holley Rd.                 | Lizella           | GA | 31052-3412 | 478-935-2883 |
| William B Jones         | Convenience Stores, INC.            | 9215 US-19                      | Zebulon           | GA | 30295      | 470-745-6325 |
| J Thomas Glenn          | Elder's Ace Hardware of Varnell, LL | 4158 Highway 2                  | Dalton            | GA | 30721-1368 | 706-852-1790 |
| Preston Bullock         | Commerce Hardware Group LLC         | 208 Homer Rd                    | Commerce          | GA | 30529-1845 | 706-872-6617 |
| Christopher Karwick     | Grayson Ace LLC                     | 2178 Britt St                   | Grayson           | GA | 30017-1648 | 404-704-0393 |
| Ronak Parika            | Bolster Hardware II, LLC            | 3960 Holcomb Bridge Rd          | Peachtree Corners | GA | 30092-2206 | 770-448-3390 |
| Ronak Parikh            | Bolster Hardware II, LLC            | 6530 Church St                  | Douglasville      | GA | 30134-1806 | 770-942-7044 |
| Matthew Szuda           | Szuda Family Enterprises Inc..      | 12350 Arnold Mill Rd Ste B1     | Alpharetta        | GA | 30004-6624 | 470-268-7862 |
| Ronak Parikh            | Bolster Hardware II, LLC            | 1264 Green St                   | Conyers           | GA | 30012-5410 | 770-483-8818 |
| Ronak Parikh            | Bolster Hardware II, LLC            | 1056 Honey Creek Rd SE          | Conyers           | GA | 30013-2908 | 770-760-0410 |
| Chadwick H Spinks       | Macks Hardware Madison LLC          | 2640 Eatonton Rd                | Madison           | GA | 30650-5003 | 706-247-8517 |
| Ronak Parika            | Bolster Hardware II, LLC            | 4160 Buford Dr                  | Buford            | GA | 30518-3440 | 770-932-1458 |
| Ronak Parikh            | Bolster Hardware II, LLC            | 3740 Village Way                | Braselton         | GA | 30517-5103 | 770-867-2340 |
| Darin Workman           | The Helpful Hardware Company, LLC   | 5137 Cleveland Hwy              | Gainesville       | GA | 30506-2875 | 770-983-3414 |
| Joseph R Sheffield      | Ace Hardware of Dawson, Inc         | 873 Forrester Dr SE             | Dawson            | GA | 39842-2044 | 229-695-9057 |
| George Jackson Sr       | First Street Ace, LLC               | 672 1st St.                     | Macon             | GA | 31201      | 478-474-6540 |
| Baljinder Singh         | Brother Ace Hardware Inc.           | 3204 Highway 155 South          | Locust Grove      | GA | 30248-3512 | 000-000-0000 |
| Joseph R Sheffield Jr.  | Ace at Oakland, Inc                 | 136 Carlton Dr                  | Leesburg          | GA | 31763-5651 | 229-302-2773 |
| George Jackson Jr       | Blue Sky Hardware, LLC              | 126 W College St                | Griffin           | GA | 30224-4238 | 770-233-0902 |
| Randy West              | Rincon Hardware Operating LLC       | 591 S Columbia Ave              | Rincon            | GA | 31326      | 912-235-0123 |
| Robert G Strickland III | R G Strickland Supply Colbert, LLC  | 6145 Highway 72 W               | Colbert           | GA | 30628-2424 | 706-788-2878 |
| Robert G Strickland III | R G Strickland Supply Crawford, LLC | 145 Colle Dr                    | Crawford          | GA | 30630-2538 | 706-743-6085 |
| J Thomas Glen           | Elder's Ace Hardware of Dallas, GA, | 780 Seaboard Dr                 | Dallas            | GA | 30132-5549 | 770-575-0736 |
| Matthew Cochran         | Builder's Supply, Inc.              | 623 E Franklin St               | Sylvester         | GA | 31791-7231 | 000-000-0000 |
| Michael A Harwell       | Marlin Holding 4, LLC               | 821 Atlanta St                  | Roswell           | GA | 30075-4425 | 678-961-0277 |
| Zachary Stafford        | Stafford Partners Marietta 1, LLC   | 4880 Lower Roswell Rd Ste 770   | Marietta          | GA | 30068-4453 | 678-540-5871 |
| Preston Bullock         | Sylvester Hardware LLC              | 815 Peachtree St                | Louisville        | GA | 30434-1449 | 706-872-6253 |
| Matthew Cochran         | Builder's Supply, Inc.              | 121 Victory Dr                  | Waycross          | GA | 31503-8871 | 000-000-0000 |
| Byron Yamashiro         | YAMASHIRO BUILDING & SUPPLY, INC.   | 45-552 Kamehameha Hwy           | Kaneohe           | HI | 96744-1944 | 808-247-2175 |
| William Marrs           | MARMAC INC.                         | 334 Alamaha St                  | Kahului           | HI | 96732-2420 | 808-877-3931 |
| Dean Fujiwara           | PIONEER CONTRACTING COMPANY LIMITED | 930 Kilani Ave                  | Wahiawa           | HI | 96786-2102 | 808-622-7001 |
| Dean Fujiwara           | PIONEER CONTRACTING COMPANY LIMITED | 66-134 Kamehameha Hwy           | Haleiwa           | HI | 96712-1419 | 808-622-7002 |
| Darryl Leer             | LEER AND LEER, INC.                 | 10 Mohala St                    | Kaunakakai        | HI | 96748      | 808-553-5350 |
| Dean Fujiwara           | PIONEER CONTRACTING COMPANY LIMITED | 55-510 Kamehameha Hwy, Suite 11 | Laie              | HI | 96762-1139 | 808-622-7003 |
| Wayne K Kamitaki        | BFS, INC.                           | 4100 Rice St                    | Lihue             | HI | 96766-1447 | 808-245-4091 |
| Guy K Kamitaki          | ACE HARDWARE HAWAII, INC.           | 1105 KUHIO HWY                  | KAPAA             | HI | 96746      | 808-822-7751 |
| Guy K Kamitaki          | ACE HARDWARE HAWAII, INC.           | 4469 Waialo Rd                  | Eleele            | HI | 96705      | 808-335-3184 |
| Guy K Kamitaki          | ACE HARDWARE HAWAII, INC.           | 74-5500 Kaiwi St                | Kailua Kona       | HI | 96740-1609 | 808-329-2981 |
| Wayne K Kamitaki        | BFS, INC.                           | 67-1149 Mamalahoa Hwy           | Kamuela           | HI | 96743-8496 | 808-885-6059 |
| Guy K Kamitaki          | ACE HARDWARE HAWAII, INC.           | 82-6066 Mamalahoa Hwy           | Captain Cook      | HI | 96704-8204 | 808-323-2655 |
| Guy K Kamitaki          | ACE HARDWARE HAWAII, INC.           | 1280 S Kihei Rd                 | Kihei             | HI | 96753-5296 | 808-879-7060 |
| Guy K Kamitaki          | ACE HARDWARE HAWAII, INC.           | 55 Pukalani St                  | Makawao           | HI | 96768-8544 | 808-572-5566 |
| Guy K Kamitaki          | ACE HARDWARE HAWAII, INC.           | 95-5656 Mamalahoa Hwy           | Naalehu           | HI | 96772      | 808-929-9030 |
| Guy K Kamitaki          | ACE HARDWARE HAWAII, INC.           | 16-586 Old Volcano Rd           | Keaau             | HI | 96749-8115 | 808-966-7170 |
| Guy K Kamitaki          | ACE HARDWARE HAWAII, INC.           | 550 Kilauea Ave                 | Hilo              | HI | 96720-3040 | 808-961-3741 |

| Owner Name            | Legal Name                          | Street                           | City            | St | Zip Code   | Phone #      |
|-----------------------|-------------------------------------|----------------------------------|-----------------|----|------------|--------------|
| Guy K Kamitaki        | ACE HARDWARE HAWAII, INC.           | 92-8691 Lotus Blossom Ln         | Ocean View      | HI | 96737      | 808-929-7315 |
| Guy K Kamitaki        | ACE HARDWARE HAWAII, INC.           | 15-2660 Keaau Pahoa Road         | Pahoa           | HI | 96778-7778 | 808-965-6459 |
| William Maars         | Marmac, Inc                         | 11 La'a St                       | Kahului         | HI | 96732      | 808-633-4272 |
| Byron Yamashiro       | Yamashiro Building & Supply, Inc.   | 3384 Waiialae Ave                | Honolulu        | HI | 96816-2637 | 808-732-2888 |
| Mark Schulein         | Lifestyle Hui LLC                   | 5-4280 Kuhio Hwy                 | Princeville     | HI | 96722      | 808-826-6980 |
| Guy Kamitaki          | Ace Hardware Hawaii, Inc.           | 325 Keawe St Ste A101            | Lahaina         | HI | 96761-2728 | 808-667-4311 |
| Guy Kamitaki          | Ace Hardware Hawaii, Inc.           | 845 Kanoelohua Ave Bldg B        | Hilo            | HI | 96720-5145 | 808-969-3637 |
| Guy Kamitaki          | Ace Hardware Hawaii, Inc.           | 68-1820 Waikoloa Road, Suite 201 | Waikoloa        | HI | 96738      | 808-657-4118 |
| Thomas R Cappel       | CAPPEL IMPLEMENT CO. INC.           | 110-116 Chestnut St              | Atlantic        | IA | 50022      | 712-243-4712 |
| Andrew M. Harland     | HARLAND HARDWARE INC.               | 1305 141st St                    | Perry           | IA | 50220-8128 | 515-465-2177 |
| John Bock             | BOCK & WARNER HARDWARE, INC.        | 222 1st Ave S                    | Mount Vernon    | IA | 52314-1607 | 319-895-8183 |
| Joseph Jeffries       | WESTLAKE HARDWARE, INC.             | 721 W Broadway                   | Council Bluffs  | IA | 51501-4103 | 712-323-4800 |
| Rhonda Ruppert        | RUPPERT, INC.                       | 120 2nd Ave SE                   | Cresco          | IA | 52136-1838 | 563-547-2936 |
| Gary Fick             | FICK INC.                           | 409 Central Ave                  | Estherville     | IA | 51334-2236 | 712-362-3745 |
| Steve D Yotty         | YOTTY'S INC                         | 501 B Avenue                     | Kalona          | IA | 52247      | 319-656-2512 |
| Joe Fink              | Oelwein Ace Hardware Paint & Rental | 20 N Frederick Ave               | Oelwein         | IA | 50662-1735 | 319-283-3826 |
| Jason Rueter          | SIBLEY HARDWARE, INC                | 931 2nd Ave                      | Sibley          | IA | 51249-1504 | 712-754-2694 |
| Lorne Koenig          | MARENGO FARM + HOME, INC            | 365 Western Ave                  | Marengo         | IA | 52301-0166 | 319-642-5584 |
| Sheila O'Donnell      | O'DONNELL ACE HARDWARE, INC.        | 411 7th Ave S                    | Clinton         | IA | 52732-5633 | 563-242-8523 |
| Sheila O'Donnell      | O'DONNELL ACE HARDWARE, INC.        | 5715 Hickman Rd                  | Des Moines      | IA | 50310-1125 | 515-255-2240 |
| Sheila O'Donnell      | O'DONNELL ACE HARDWARE, INC.        | 703 E 18th St                    | Cedar Falls     | IA | 50613-4320 | 319-277-4690 |
| Sheila O'Donnell      | O'DONNELL ACE HARDWARE, INC.        | 3825 Center Point Rd NE          | Cedar Rapids    | IA | 52402-2941 | 319-395-7770 |
| Kenneth Schwenker     | STANDARD OF BEAVERDALE, INC         | 11194 Twin Ponds Dr              | W Burlington    | IA | 52655-8506 | 319-754-5174 |
| John W Driscoll       | Driscoll Hardware LLC               | 205 W Welsh                      | Williamsburg    | IA | 52361      | 319-668-1991 |
| Kairee Witt           | AUDUBON HARDWARE INC                | 215 Broadway St                  | Audubon         | IA | 50025-1140 | 712-563-2764 |
| Sara Carpenter        | STEVE'S ACE HARDWARE, INC           | 200 S Locust St                  | Dubuque         | IA | 52003-7416 | 563-588-9755 |
| Douglas Schueth       | SCHUETH ACE HARDWARE                | 6 W Main St                      | New Hampton     | IA | 50659-2102 | 641-394-2375 |
| Julie Spilde          | G&J AULWES INC                      | 200 E Main St                    | Decorah         | IA | 52101-1846 | 563-382-3538 |
| Corey Boyer           | CARROLL HARDWARE INC                | 853 Plaza Dr                     | Carroll         | IA | 51401-2636 | 712-792-8132 |
| Mitch Meis            | LENOCH & CILEK Ace, LLC             | 1558 Mall Dr                     | Iowa City       | IA | 52240-3110 | 319-354-4143 |
| Sheila O'Donnell      | O'DONNELL ACE HARDWARE, INC.        | 4808 University Ave              | Des Moines      | IA | 50311-3304 | 515-277-0062 |
| Christopher Sterk     | JOHNSTON HARDWARE INC.              | 5800 Merle Hay Rd                | Johnston        | IA | 50131-1217 | 515-276-2854 |
| Sheila O'Donnell      | O'DONNELL ACE HARDWARE, INC.        | 615 24th St                      | Ames            | IA | 50010-4809 | 515-232-1791 |
| Mark Hayman           | HAYMAN HARDWARE LC                  | 1716 W 4th St                    | Davenport       | IA | 52802-1828 | 563-323-8553 |
| Mitch Meis            | Lenoch & Cilek Ace, LLC             | 600 N Dodge St                   | Iowa City       | IA | 52245-2008 | 319-354-4112 |
| Sara Carpenter        | STEVE'S ACE HARDWARE, INC.          | 3350 John F Kennedy Rd           | Dubuque         | IA | 52002-1053 | 563-690-1500 |
| Paul Nowasell         | PAUL'S TRUE VALUE, INC.             | 820 West St                      | Grinnell        | IA | 50112-2110 | 641-236-4825 |
| Gary Fick             | FICK, INC.                          | 3401 Bergquist Ave               | Spirit Lake     | IA | 51360-7605 | 712-336-3373 |
| Douglas Schueth       | SCHUETH ACE HARDWARE                | 300 Gilbert St                   | Charles City    | IA | 50616-3628 | 641-228-5235 |
| Andrew Harland        | BOONE ACE HARDWARE L.L.C.           | 1735 S East Marshall             | Boone           | IA | 50036-7188 | 515-432-3543 |
| Sheila O'Donnell      | O'DONNELL ACE HARDWARE, INC.        | 2727 Beaver Ave                  | Des Moines      | IA | 50310-3932 | 515-279-4245 |
| Stacy Boyer           | Storm Lake Ace Hardware, Inc.       | 1405 Lake Ave                    | Storm Lake      | IA | 50588-1909 | 712-213-2230 |
| Richard D. Cappel     | DJMA INC.                           | 5003 EP True Pkwy Ste 175        | West Des Moines | IA | 50265-2852 | 515-225-4323 |
| Christopher J Niemann | Niemann Foods, Inc.                 | 2122 Main St                     | Keokuk          | IA | 52632-2764 | 319-524-1398 |
| Jeff Olson            | LJ HARDWARE INC.                    | 209 1st Ave                      | Rock Rapids     | IA | 51246-1503 | 712-472-2756 |
| Craig Jones           | C & H Jones, Inc.                   | 1901 E Washington St             | Washington      | IA | 52353-2173 | 319-653-6700 |
| George Harvey         | Park Fair Hardware LLC              | 100 E Euclid Ste 11              | Des Moines      | IA | 50313-4564 | 515-243-6000 |
| Andrew M Harland      | JEFFERSON ACE HARDWARE LLC          | 403 W Head Street                | Jefferson       | IA | 50129      | 515-386-3215 |
| Paul Nowasell         | TAMA TOLEDO ACE INC.                | 419 State St                     | Tama            | IA | 52339-2303 | 641-481-7009 |
| James R Axline        | Ace Hardware of Altoona, Inc.       | 340 8th St SE                    | Altoona         | IA | 50009-1958 | 515-967-0808 |
| Joseph Jeffries       | Westlake Hardware, Inc.             | 1601 N Broadway St               | Red Oak         | IA | 51566-1027 | 712-623-3662 |
| Christopher Sterk     | G & S Hardware, Inc.                | 3020 SW Oralabor Road            | Ankeny          | IA | 50023      | 515-809-1104 |
| Richard D. Cappel     | DJMA Inc.                           | 1120 Sunset Dr                   | Norwalk         | IA | 50211-1340 | 515-809-1731 |
| Kenneth C. Kopetsky   | Kopetsky, Inc.                      | 510 8th St SE                    | Orange City     | IA | 51041-1972 | 712-707-2813 |
| James R Axline        | Axline's True Value Hardware, Inc.  | 123 Lincoln Hwy                  | Nevada          | IA | 50201-1522 | 515-382-2184 |
| Theodore Ramsey       | TB Ramsey Enterprises LLC           | 106 W Ohio St                    | Lenox           | IA | 50851-1141 | 641-333-2844 |
| Jay Devries           | Brothers Market Four, Inc.          | 1022 Skylar St                   | Denver          | IA | 50622-7714 | 319-406-0004 |
| Richard D. Cappel     | DJMA Inc.                           | 506 N Jefferson Way              | Indianola       | IA | 50125-1701 | 515-809-0653 |
| Richard G. Breeding   | Breeding Hardware Inc.              | 1317 N John Wayne Drive          | Winterset       | IA | 50273      | 515-462-2984 |
| Doug Christner        | Christner Hardware, Inc.            | 55 S Dubuque St                  | North Liberty   | IA | 52317-9285 | 319-665-2386 |
| Gregg Peters          | Sioux City Ace Hardware, Inc.       | 4200 War Eagle Dr                | Sioux City      | IA | 51109-1700 | 712-268-6500 |
| Sara Carpenter        | Steve's Ace Hardware, Inc.          | 456 Peosta Road                  | Peosta          | IA | 52068      | 563-213-5639 |
| Jay Devries           | Brothers Ace 3, LLC                 | 440 S Illinois Ave               | Mason City      | IA | 50401-4440 | 641-424-6101 |
| Jay Devries           | Brothers Ace 2, LLC                 | 150 W US Highway 18              | Garner          | IA | 50438-1064 | 641-923-3003 |
| Jay Devries           | Brothers Ace 1, LLC                 | 580 US Highway 18 E              | Clear Lake      | IA | 50428-1439 | 641-357-7080 |
| Edward J. Merscham    | Merschman Hardware & Building Suppl | 650 E Le Claire Rd               | Eldridge        | IA | 52748-1708 | 563-285-2241 |
| Mitch Fridolfson      | North Central Iowa Supply, LLC      | 1700 13th St N                   | Humboldt        | IA | 50548-1109 | 515-332-7973 |
| Leo Kopetsky          | Kopetsky, Inc.                      | 23 1st Ave SW                    | Le Mars         | IA | 51031-3513 | 712-546-7733 |
| Christopher J Niemann | Niemann Foods, Inc.                 | 615 16th Ave SE                  | Dyersville      | IA | 52040-2050 | 563-875-2800 |
| Brad Cole             | Wise Block Hardware, LLC            | 312 1st St E                     | Independence    | IA | 50644      | 319-334-2362 |
| Christopher J Niemann | Niemann Foods, Inc.                 | 2617 1st Ave E                   | Newton          | IA | 50208-2700 | 641-791-9614 |
| Corey Boyer           | Polk City Hardware, Inc.            | 945 S 3rd Street                 | Polk City       | IA | 50226      | 000-000-0000 |
| Dave Wallace          | Wallace Auto Supply, CO.            | 506 SE 6th St                    | Greenfield      | IA | 50849-1440 | 641-743-8282 |
| Christopher J Niemann | Niemann Foods, Inc.                 | 1012 Jeffreys Dr                 | Osceola         | IA | 50213-9500 | 641-342-2154 |
| Laura Bohle           | IDAHO INDUSTRIAL SALES, INC         | 201 5th St                       | Rupert          | ID | 83350-1707 | 208-436-0221 |
| Robert Diers          | DIERS HOME IMPROVEMENT CENTER       | 318 Sunset Dr                    | Arco            | ID | 83213-8749 | 208-527-3444 |

| Owner Name          | Legal Name                          | Street                          | City             | St | Zip Code   | Phone #      |
|---------------------|-------------------------------------|---------------------------------|------------------|----|------------|--------------|
| Scott Steinmetz     | Hayes Foods Inc.                    | 10840 Highway 12                | Orofino          | ID | 83544-9371 | 208-476-4317 |
| Scott Porter        | Sandpoint Drug, Inc.                | 604 N 5th Ave                   | Sandpoint        | ID | 83864-1520 | 208-263-1408 |
| Rosella Myers       | G. & H ACE HARDWARE, INC.           | 116 5th Ave E                   | Gooding          | ID | 83330-1317 | 208-934-4462 |
| Bill Vetter         | D & J, INC.                         | 139 E Main St                   | Grangeville      | ID | 83530-2233 | 208-983-0933 |
| Laura Bohle         | IDAHO INDUSTRIAL SALES, INC.        | 2556 Overland Ave               | Burley           | ID | 83318-2941 | 208-678-5534 |
| Dirk Tolmie         | DR, Inc.                            | 1 East Owyhee Avenue PO Box 966 | Homedale         | ID | 83628-0966 | 208-337-5006 |
| David Anderson      | CO-OP GAS AND SUPPLY CO., INC.      | 125 Tibbetts Dr                 | Ponderay         | ID | 83852-9754 | 208-263-6820 |
| Rosella Myers       | G & H ACE HARDWARE, INC.            | 106 S Rail St                   | Shoshone         | ID | 83352-5138 | 208-886-7112 |
| Paul Gebo           | GEBO, INC.                          | 222 S 5th Ave                   | Pocatello        | ID | 83201-5802 | 208-232-8722 |
| Jeremy Weeks        | Erb's Ace Hardware, LLC             | 141 Thain Rd                    | Lewiston         | ID | 83501-4844 | 208-746-0441 |
| Sandy Seright       | SANNAN, INC.                        | 1604 E Seltice Way              | Post Falls       | ID | 83854-7007 | 208-773-1581 |
| Lori Herman Gen Mgr | GEM SUPPLY AND BUILDING COOPERATIVE | 402 N Washington Ave            | Emmett           | ID | 83617-2638 | 208-365-4444 |
| Ronald Butts        | RONALD W. BUTTS                     | 24711 Highway 93                | Challis          | ID | 83226      | 208-879-4293 |
| Roger Gregory       | Gregory's Priest River Hardware LLC | 5499 Highway 2                  | Priest River     | ID | 83856      | 208-448-1621 |
| Stacie Gebo         | IDAHO ACE, INC.                     | 3415 E 17th                     | Ammon            | ID | 83406-6781 | 208-522-1660 |
| James Perry         | SELKIRK HARDWARE INC.               | 495 Highway 2                   | Oldtown          | ID | 83822-9295 | 208-437-5669 |
| Dan Moldenhauer     | MOLDENHAUER, INC.                   | 101 E Main St Ste 101           | Rexburg          | ID | 83440-2017 | 208-359-5392 |
| Edwin Curry         | HAYDEN HARDWARE & BUILDING SUPPLY L | 196 W Hayden Ave                | Hayden           | ID | 83835-9628 | 208-762-0210 |
| Robert Broulim      | Broulim Hardware, LLC               | 89 W 2nd S                      | Soda Springs     | ID | 83276-1509 | 208-547-3385 |
| Craig Griffith      | Kellogg Ace Hardware, LLC           | 313 W Cameron Ave               | Kellogg          | ID | 83837-2108 | 208-784-5001 |
| Sandy Seright       | Seright, LLC                        | 1217 N 4th St                   | Coeur D Alene    | ID | 83814-3218 | 208-667-9466 |
| Leonard N Purdy     | PURDY ENTERPRISES, INC.             | 18915 Hwy 20                    | Picabo           | ID | 83348      | 208-788-3539 |
| Michael J Gwiazdon  | CROWN ENTERPRISES, INC.             | 1104 W Pullman Road             | Moscow           | ID | 83843-2159 | 208-882-4555 |
| Robert W. Broulim   | Broulim Hardware, LLC               | 120 S Main St                   | Driggs           | ID | 83422-5016 | 208-354-2344 |
| Mark Ridley         | Ridley's Family Markets, Inc.       | 430 E Main St                   | Middleton        | ID | 83644-3036 | 208-585-3043 |
| Conan Feld          | Jack Enterprises LLC                | 123 S Main                      | Aberdeen         | ID | 83210-4719 | 208-397-4272 |
| Michael Rupp        | Rupp Enterprises LLC                | 120 N Bridge St                 | Saint Anthony    | ID | 83445-1414 | 208-624-3042 |
| Richard Fereday     | May Hardware, Inc.                  | 809 N 3rd St                    | McCall           | ID | 83638-3806 | 208-634-7665 |
| Mark Ridley         | Ridley's Family Markets, Inc.       | 1403 N Meridian Rd              | Kuna             | ID | 83634-1305 | 208-922-5586 |
| James Alexie        | Coeur d' Alene Tribal Development   | 1111 B Street                   | Plummer          | ID | 83851      | 208-686-1216 |
| Robert W Broulim    | Broulim Hardware, LLC               | 572 S State St                  | Shelley          | ID | 83274-1470 | 208-357-1834 |
| Mark Ridley         | Ridley's Family Markets, Inc.       | 51 S Spruce St                  | Blackfoot        | ID | 83221-2154 | 208-785-5348 |
| Sandy Seright       | Westwood Hardware LLC               | 14236 N Highway 41              | Rathdrum         | ID | 83858-8652 | 208-687-5217 |
| Dan Moldenhauer     | MMIF LLC                            | 1747 W Broadway St              | Idaho Falls      | ID | 83402-3045 | 208-497-0788 |
| Jimmy E Wagstaff    | AF Ace Hardware & Lumber, LLC       | 150 Fort Hall Ave               | American Falls   | ID | 83211-1123 | 208-226-5961 |
| Jerry L Cloninger   | CLODDCO, LLC                        | 403 Main St                     | Kamiah           | ID | 83536-9700 | 208-935-2522 |
| Todd Hunter         | Kramerica Industries of Idaho, LLC  | 921 Airport Way                 | Hailey           | ID | 83333-8467 | 208-788-3333 |
| Kevin Miller        | Miller's Food City, Inc.            | 31964 N 5th Ave                 | Spirit Lake      | ID | 83869-9472 | 208-623-4751 |
| Bryce G. Church     | BABRMC. INC                         | 105 East Main Street            | Lava Hot Springs | ID | 83246      | 208-776-5113 |
| Mark Ridley         | Ridley's Family Markets, Inc.       | 707 Highway 30                  | Buhl             | ID | 83316-5054 | 208-543-4366 |
| Mark Ridley         | Ridley's Family Markets, Inc.       | 1455 Main St                    | Gooding          | ID | 83330-1838 | 208-934-4032 |
| Brandon Peterson    | Boise-Fairview Ave LLC              | 10499 W Fairview Ave            | Boise            | ID | 83704-8017 | 208-473-7151 |
| Mark Berger         | Building Maintenance & Supply, Inc. | 716 Bank St                     | Wallace          | ID | 83873-2304 | 208-556-1164 |
| Ronald McIntire     | Manito Super 1 Foods, Inc.          | 30585 N Roberts Road            | Athol            | ID | 83801      | 208-209-3181 |
| Jerry Gundersen     | Gundersen Hardware, Inc.            | 410 Washington St               | Montpelier       | ID | 83254-1545 | 208-847-0840 |
| Mark Ridley         | Ridley's Family Markets, Inc.       | 1401 E 6th St                   | Weiser           | ID | 83672-1494 | 208-549-1332 |
| Richard Reese       | Standard Plumbing Supply Company, I | 193 E 800 N                     | Preston          | ID | 83263-4305 | 208-852-3183 |
| Mark Ridley         | Ridley's Family Markets, Inc.       | 423 S Lincoln Ave               | Jerome           | ID | 83338-2628 | 208-324-3954 |
| Brandon Peterson    | Eagle-State St LLC                  | 931 State Street                | Eagle            | ID | 83616      | 208-939-6435 |
| Mark Ridley         | Ridley's Family Markets, Inc.       | 145 S Plummer Way               | Star             | ID | 83669      | 208-207-1010 |
| Richard Reese       | Standard Plumbing Suppy Company, In | 1764 E Plaza Loop               | Nampa            | ID | 83687-4939 | 208-453-6120 |
| Mark Ridley         | Ridley's Family Markets, Inc.       | 215 E Jackson St                | Mountain Home    | ID | 83647-2707 | 208-943-7970 |
| Brandon Peterson    | Boise-Broadway Ave LLC              | 2050 S Broadway Ave             | Boise            | ID | 83706-4204 | 208-336-7330 |
| Brandon Peterson    | Boise-State St LLC                  | 4705 W State St                 | Boise            | ID | 83703-4103 | 208-342-1668 |
| Todd Hunter         | The Human Fund LLC                  | 5226 W Overland Rd              | Boise            | ID | 83705-2636 | 208-344-4321 |
| Robert W Broulim    | Broulim Supermarkets, LLC           | 201 S State St                  | Rigby            | ID | 83442-1425 | 208-745-6498 |
| Ben E Banks         | Ace Hardware Malad, LLC             | 65 North 300 East               | Malad City       | ID | 83252-1165 | 208-766-2236 |
| Jeremy Chambers     | Sound Hardware of Idaho, LLC        | 904 Center Ave                  | Saint Maries     | ID | 83861-1755 | 208-245-6544 |
| Ken Sangha          | Darsons Group Inc.                  | 4th & Leadville-Giacobbi Square | Ketchum          | ID | 83340      | 208-726-5696 |
| Robert W Broulim    | Broulim Hardware, LLC               | 1216 Shoup St                   | Salmon           | ID | 83467-4300 | 208-756-2513 |
| Jon R Weiss         | JOHN W. WEISS HARDWARE CO.          | 1560 Waukegan Rd                | Glenview         | IL | 60025-2123 | 847-724-3444 |
| David Ziegler       | Z HARDWARE CO.                      | 215 N Spring St                 | Elgin            | IL | 60120-4134 | 847-741-5610 |
| Douglas Gniadek     | DUKE'S HARDWARE INC.                | 5634 W 87th St                  | Burbank          | IL | 60459-2954 | 708-422-4000 |
| W. U. (Bill) Stone  | W. J. STONE ACE HARDWARE            | 404-6-8 E Main St               | Streator         | IL | 61364-2928 | 815-672-2439 |
| Donald Olson        | ACE HARDWARE NO. 152 CORP.          | 10135 Grand Ave                 | Franklin Park    | IL | 60131-2548 | 847-451-1800 |
| John Heap           | GIBSON BUILDING & SUPPLY CO.        | 114 N Madison St                | Clinton          | IL | 61727-1703 | 217-935-9491 |
| Richard Laskowski   | ACE HARDWARE HOME CENTER            | 659 Railroad Ave                | Round Lake       | IL | 60073-3236 | 847-546-4668 |
| Leonard Grimsley JR | Len's Ace Hardware Incorporated     | 30 W Lake St                    | Addison          | IL | 60101-2764 | 630-543-8882 |
| Ralph L Dupuis      | LEMOI HARDWARE INC.                 | 1008 Davis St                   | Evanston         | IL | 60201-3610 | 847-328-4900 |
| Kevin E. Wozniak    | GENCAR INC.                         | 5228 Dansher Rd                 | Countryside      | IL | 60525-3122 | 708-352-4192 |
| Alan W Murphy       | Murphy Home Center Co Inc.          | 319 S Neltnor Blvd              | West Chicago     | IL | 60185-2927 | 630-231-2700 |
| Gk Hirata           | SHERIDAN BAZAAR ACE HDWE. INC.      | 4654 N Broadway St              | Chicago          | IL | 60640-5012 | 773-334-7146 |
| Dean Zanocco        | ZANOCO ACE HARDWARE CO              | 1605 N Alpine Rd                | Rockford         | IL | 61107-1414 | 815-226-9004 |
| David Ziegler       | Z HARDWARE CO.                      | 10420 Route 47                  | Huntley          | IL | 60142-9505 | 847-669-5222 |
| Gregory Niebrugge   | NIEBRUGGE LUMBER COMPANY INC.       | 320 W Center St                 | Dieterich        | IL | 62424-1048 | 217-925-5276 |
| Michael E Cripe     | WHITMORE INVESTMENTS INC.           | 1105 S Water St                 | Wilmington       | IL | 60481-1671 | 815-476-7731 |

| Owner Name               | Legal Name                          | Street                  | City              | St | Zip Code   | Phone #      |
|--------------------------|-------------------------------------|-------------------------|-------------------|----|------------|--------------|
| Brian O'Donnell          | ARMITAGE HARDWARE AND BUILDING SUPP | 925 W Armitage Ave      | Chicago           | IL | 60614-4203 | 773-348-3267 |
| Richard Kelly            | RICK & KELLY ENTERPRISES INC        | 900 N Galena Ave        | Dixon             | IL | 61021-1521 | 815-288-7841 |
| David Ziegler            | Z HARDWARE CO.                      | 435 S Main St           | Crystal Lake      | IL | 60014-6204 | 815-455-2510 |
| Lester Harnetiaux        | HARNETIAUX FARM AND HOME SUPPLY     | 930 E US Highway 136    | Hamilton          | IL | 62341-3159 | 217-847-2118 |
| Mark Steinhauer          | STEINMAN INC.                       | 16725 Oak Park Ave      | Tinley Park       | IL | 60477-2715 | 708-429-2770 |
| James Newman             | HI-WAY LUMBER COMPANY               | 601 S Clinton St        | New Athens        | IL | 62264-1707 | 618-475-2142 |
| Daryl Ramsour            | RAMSOUR FARM SUPPLY, INC.           | 25518 State Route 161   | Centralia         | IL | 62801-7514 | 618-533-4497 |
| Richard Hyman            | HYMAN'S AUTO SUPPLY COMPANY INC.    | 8614 S Commercial Ave   | Chicago           | IL | 60617-2535 | 773-721-4644 |
| David Ziegler            | Z HARDWARE CO.                      | 1158 Lillian St         | Elgin             | IL | 60123-7104 | 847-695-1722 |
| Stanley T Bales Sr SR    | BALES LUMBER & SUPPLY, INC.         | 20 E Quincy St          | Westmont          | IL | 60559-1821 | 630-968-3100 |
| Thomas W Kerr            | KERR HOME CENTER, INC.              | 117 W Washington St     | Rushville         | IL | 62681-1433 | 217-322-6715 |
| David Ziegler            | Z HARDWARE CO.                      | 150 S Kennedy Dr Ste 15 | Carpentersville   | IL | 60110-2089 | 847-426-4888 |
| Joseph F. Verbeeren      | VERBEEREN'S HARDWARE & SUPPLY, INC. | 17 E 34th St            | Steger            | IL | 60475-1125 | 708-756-3756 |
| John Kathrein            | INDUSTRIAL & WHOLESALE LUMBER, INC. | 301 W Irving Park Rd    | Wood Dale         | IL | 60191-1325 | 847-678-0410 |
| Robert S. Grandchamp     | LA GRANGE PARK ACE HARDWARE, INC.   | 900 E 31st St           | La Grange Park    | IL | 60526-1225 | 708-352-0666 |
| Richard Baalman Jr       | HOMART, INC.                        | 904 W Broadway          | Centralia         | IL | 62801-5308 | 618-532-0062 |
| William G Cotton         | COTTON'S INC.                       | 229 N Main St           | Columbia          | IL | 62236-1703 | 618-281-7226 |
| John Michael Nixa        | WEST SIDE LUMBER COMPANY            | 1301 W Jackson St       | Macomb            | IL | 61455-1929 | 309-833-4145 |
| Richard E. Laskowski     | ACE HARDWARE OF GURNEE, INC.        | 4806 Grand Ave          | Gurnee            | IL | 60031-2618 | 847-336-0101 |
| Jeff Robinson            | THE LEADER DEPARTMENT STORE         | 2660 Sheridan Rd        | Zion              | IL | 60099-2615 | 847-746-1446 |
| Lyle Rowden              | HOME-BRITE COMPANY                  | 400 N Illinois St       | Belleville        | IL | 62220-1235 | 618-233-4466 |
| Dennis Lavery            | HOMETOWN HARDWARE OF BELLEVILLE, IN | 6938 W Main St          | Belleville        | IL | 62223-3030 | 618-397-2501 |
| Gary Johnson             | G & G HARDWARE, INC.                | 1 Airway Ct             | Bethalto          | IL | 62010-1772 | 618-259-5252 |
| David Ziegler            | Z HARDWARE CO.                      | 642 Northwest Hwy       | Cary              | IL | 60013-2073 | 847-516-0600 |
| John R Hochmuth          | DUDA HARDWARE INC.                  | 500 W Main St           | Staunton          | IL | 62088-1312 | 618-635-3300 |
| Arthur Potash            | Sandburg Super Mart, Inc.           | 1525 N Clark St         | Chicago           | IL | 60610-1783 | 312-943-7155 |
| Jennifer Nussbaum Stucke | Nussbaum, Inc.                      | 203 E Maple St          | Fairbury          | IL | 61739-1238 | 815-692-4488 |
| Richard E. Laskowski     | ACE HARDWARE OF MUNDELEIN, INC.     | 609 E Hawley St         | Mundelein         | IL | 60060-1916 | 847-566-1100 |
| Richard E. Laskowski     | ACE HARDWARE OF LIBERTYVILLE, INC.  | 155 Peterson Rd         | Libertyville      | IL | 60048-1003 | 847-362-3340 |
| David Tobinon            | TOBINSON HARDWARE, INC.             | 361 Sycamore Rd         | Genoa             | IL | 60135-1361 | 815-784-6004 |
| Kenneth Ebel             | EBEL'S HARDWARE #4 INC              | 18320 Governors Hwy     | Homewood          | IL | 60430-2910 | 708-799-8286 |
| Michael E Cripe          | WHITMORE INVESTMENTS INC            | 237 N Front St          | Braidwood         | IL | 60408-1734 | 815-458-9850 |
| Patricia Conaughty       | CONAUGHTY'S ACE HARDWARE, INC       | 111 W Main St           | West Frankfort    | IL | 62896-2324 | 618-937-4261 |
| Jeffrey Harr             | E & H HARDWARE, INC                 | 836 W North Ave         | Flora             | IL | 62839-1219 | 618-662-4434 |
| Clyde Williams           | P.J.'S ACE HARDWARE, INC.           | 7 Chicago Ave           | Oak Park          | IL | 60302-2401 | 708-848-3600 |
| Kurt Van Deursen         | VAN DEURSEN ENTERPRISES, INC        | 2100 W Main St Ste D    | Shelbyville       | IL | 62565      | 217-774-2723 |
| Kurt Van Deursen         | VAN DEURSEN ENTERPRISES, INC        | 435 S Hamilton St       | Sullivan          | IL | 61951-1930 | 217-728-4100 |
| Dave Batson              | SABETTI ENTERPRISES, INC            | 426 E Main St           | Bushnell          | IL | 61422-1339 | 309-772-3700 |
| Kenneth Ebel             | EBEL'S HARDWARE #7 INC              | 1028 S York St          | Elmhurst          | IL | 60126-5122 | 630-279-1117 |
| Joseph Girard            | GIRARD ACE HOME & LIGHTING CENTER,  | 569 William Latham Dr   | Bourbonnais       | IL | 60914-2319 | 815-928-9888 |
| Len Grimsley III         | LEN'S ACE HARDWARE ROSELLE, INC.    | 425 E Maple Ave         | Roselle           | IL | 60172-2203 | 630-529-2251 |
| Douglas Gniadek          | DPH HARDWARE, INC                   | 7610 W 111th St         | Palos Hills       | IL | 60465-2302 | 708-974-9300 |
| David Ziegler            | Z HARDWARE CO.                      | 481 N Randall Rd        | Lake In The Hills | IL | 60156-6335 | 847-658-1783 |
| Robert Kull              | KULL LUMBER COMPANY, INC            | 1700 Richmond Ave       | Mattoon           | IL | 61938-2960 | 217-234-6495 |
| Joseph Lomanto           | LOMANTO INCORPORATED                | 4050 W Lawrence Ave     | Chicago           | IL | 60630-2825 | 773-736-1478 |
| Douglas York             | DOUGLAS YORK                        | 2401 James St           | Lawrenceville     | IL | 62439-2074 | 618-943-3762 |
| Kriss Brown              | A.R.T. MERCANTILE, INC.             | 120 W McClure Ave       | Peoria            | IL | 61604-3634 | 309-685-2613 |
| Laurence Donchin         | ELSTON ACE HARDWARE & THE RENTAL CE | 5422 S Lake Park Ave    | Chicago           | IL | 60615-5507 | 773-241-6300 |
| John Maciuszek           | SOUTHWEST HARDWARE, INC.            | 6908 W Archer Ave       | Chicago           | IL | 60638-2320 | 773-586-1209 |
| Terrence Kenney          | T&L KENNEY, INC.                    | 2880 S Mount Zion Rd    | Decatur           | IL | 62521-9708 | 217-864-9314 |
| Michael Sutherland       | MICHAEL LEE SUTHERLAND              | 2244 E Washington St    | East Peoria       | IL | 61611-3021 | 309-694-3465 |
| Keith F Grill            | GUS BOCK HARDWARE CO                | 3455 Ridge Rd           | Lansing           | IL | 60438-3125 | 708-474-5940 |
| Rich Laskowski SR        | ACE HARDWARE WAUCONDA, INC.         | 425 W Liberty St        | Wauconda          | IL | 60084-2452 | 847-487-8099 |
| Barry Narvick            | NARVICK BROS. LUMBER CO., INC.      | 1037 Armstrong St       | Morris            | IL | 60450-1922 | 815-942-1173 |
| John Senica              | JOHN'S SERVICE & SALES, INC.        | 117 W Walnut St         | Oglesby           | IL | 61348-1215 | 815-883-3637 |
| Leonard Grimsley JR      | Len's Ace Hardware Incorporated     | 485 Roosevelt Rd        | Glen Ellyn        | IL | 60137-5641 | 630-469-4800 |
| George Hillebrand        | HILLEBRAND, INC.                    | 608 Edwardsville Rd     | Troy              | IL | 62294-1336 | 618-667-9961 |
| Michael Kazarian         | TELE-TRON TELEVISION SERVICE & SALE | 6604 Cermak Rd          | Berwyn            | IL | 60402-2325 | 708-484-5500 |
| John Lagestee Sr         | WALTER LAGESTEE, INC.               | 1050 E Exchange St      | Crete             | IL | 60417-3454 | 708-672-0649 |
| John Rot                 | HORTON'S OF LA GRANGE, INC.         | 60 S La Grange Rd       | La Grange         | IL | 60525-2429 | 708-352-2110 |
| Kyle Sheahan             | MUTUAL SERVICES OF HIGHLAND PARK, I | 1393 Half Day Rd        | Highland Park     | IL | 60035-1741 | 847-432-0026 |
| Dana Debo-Kuhne          | DEBO HARDWARE, INC.                 | 1713 4th St             | Peru              | IL | 61354-3322 | 815-223-0461 |
| Rich Laskowski SR        | ACE HARDWARE OF GRAYSLAKE, INC.     | 945 E Belvidere Rd      | Grayslake         | IL | 60030-2502 | 847-543-1129 |
| Michael Cripe            | WHITMORE INVESTMENTS, INC.          | 361 S Locust St         | Manteno           | IL | 60950-1667 | 815-468-3137 |
| William G Cotton         | COTTON'S INC.                       | 1350 S Main St          | Red Bud           | IL | 62278-1351 | 618-282-6800 |
| David Ziegler            | Z HARDWARE CO.                      | 301 Randall Rd          | South Elgin       | IL | 60177-2248 | 847-841-1974 |
| Daniel Harris            | PALOS HARDWARE LLC                  | 6465 W 127th St         | Palos Heights     | IL | 60463-2247 | 708-389-0433 |
| Richard F Baalman Jr     | HOMART INC.                         | 2645 Northtown Way      | Highland          | IL | 62249-1121 | 618-651-1544 |
| Michael Cripe            | WHITMORE INVESTMENTS, INC.          | 210 S State St          | Manhattan         | IL | 60442-9388 | 815-478-3317 |
| John Wagner              | WAGNER LUMBER COMPANY               | 6401 S Archer Rd        | Summit            | IL | 60501-1934 | 708-458-0122 |
| John P Purcell           | COUNTRYSIDE TRUE VALUE, INC.        | 9620 Route 34           | Yorkville         | IL | 60560      | 630-553-1900 |
| John P Purcell           | COUNTRYSIDE TRUE VALUE, INC.        | 4500 State Route 71     | Oswego            | IL | 60543-9783 | 630-554-5599 |
| Douglas A Fuller Jr      | FULLERS HOME AND HARDWARE           | 35 E 1st St             | Hinsdale          | IL | 60521-4115 | 630-323-7750 |
| Kerry Poppe              | FOPPE HARDWARE, INC.                | 189 N Cherry St         | Breese            | IL | 62230-1607 | 618-526-4403 |
| Richard Laskowski SR     | ACE HARDWARE OF WAUKEGAN NORTH, INC | 3232 N Lewis Ave        | Waukegan          | IL | 60087-2255 | 847-782-9900 |
| Leonard Grimsley III     | LEN'S ACE HARDWARE ROSELLE, INC.    | 272 W Lake St           | Bloomington       | IL | 60108-1038 | 630-523-5486 |

| Owner Name             | Legal Name                          | Street                       | City              | St | Zip Code   | Phone #      |
|------------------------|-------------------------------------|------------------------------|-------------------|----|------------|--------------|
| Louis Manfredini       | MANFREDINI HARDWARE, LLC.           | 5423 W Devon Ave             | Chicago           | IL | 60646-4105 | 773-775-7205 |
| Joseph G Koppeis       | Southern Illinois Hardware, LLC     | 401 Marketplace Dr           | Freeburg          | IL | 62243-4076 | 618-539-2233 |
| Susan Neradt           | NERADT HARDWARE CORPORATION         | 1753 W Golf Rd               | Mt Prospect       | IL | 60056-4025 | 847-439-4755 |
| Chris Amir             | C. AMIR, INC.                       | 1015 E Church St             | Sandwich          | IL | 60548-2217 | 815-786-8776 |
| Dennis Lavery          | O'FALLON HARDWARE, LLC              | 600 Southview Plz Ste 1      | O Fallon          | IL | 62269-2685 | 618-628-7200 |
| Antonio Fasano         | TRF DISTRIBUTING, INC.              | 821 E Nerge Rd               | Roselle           | IL | 60172-4817 | 630-351-2080 |
| Jim Shaw               | J.B. SULLIVAN, LLC                  | 703 N Elida                  | Winnebago         | IL | 61088      | 815-335-1494 |
| Christopher J Niemann  | Niemann Foods, Inc.                 | 1050 E Fort St               | Farmington        | IL | 61531-9572 | 309-245-2643 |
| Christopher J Niemann  | Niemann Foods, Inc.                 | 2101 Court St                | Pekin             | IL | 61554-5216 | 309-346-2235 |
| Joseph G Koppeis       | Southern Illinois Hardware, LLC     | 1258 S Washington St         | Du Quoin          | IL | 62832-3853 | 618-542-2428 |
| Philip Schalz          | SCHALZ HARDWARE INC.                | 994 N Lake St                | Aurora            | IL | 60506-2516 | 630-897-9227 |
| Philip Schalz          | SCHALZ HARDWARE INC.                | 1901 W Wilson St             | Batavia           | IL | 60510-1679 | 630-879-1330 |
| Philip Schalz          | SCHALZ HARDWARE INC.                | 2144 W Galena Blvd           | Aurora            | IL | 60506-3212 | 630-897-5300 |
| Joseph G Koppeis       | Southern Illinois Hardware, LLC     | 635 N Pershing St            | Energy            | IL | 62933-3563 | 618-942-8900 |
| Deborah Laskowski      | Ace Hardware of Antioch, Inc.       | 1001 Route 59                | Antioch           | IL | 60002      | 847-603-1844 |
| Joseph G Koppeis       | Southern Illinois Hardware, LLC     | 950 Chester Ctr              | Chester           | IL | 62233-1296 | 618-826-3000 |
| Christopher J Niemann  | NIEMANN FOODS, INC.                 | 1223 Grove Ave               | Rantoul           | IL | 61866-2629 | 217-892-4895 |
| Christopher J Niemann  | NIEMANN FOODS, INC.                 | 1320 E St                    | Charleston        | IL | 61920-2526 | 217-345-8665 |
| George F Havlicek Iii  | HAVLICEK ACE HARDWARE, LLC          | 617 W State St               | Geneva            | IL | 60134-2159 | 630-208-6600 |
| Ron Gadek              | G & M HARDWARE INC                  | 1941 Cherry Ln               | Northbrook        | IL | 60062-3636 | 847-272-8262 |
| Daniel T Harris        | LEMONT HARDWARE, LLC                | 1096 State St                | Lemont            | IL | 60439-4257 | 630-755-4670 |
| Louis L Manfredini     | Manfredini Hardware Villa Park, LLC | 46 S Villa Ave               | Villa Park        | IL | 60181-2649 | 331-225-3000 |
| Christopher J Niemann  | Niemann Foods, Inc.                 | 2811 W Kirby Ave             | Champaign         | IL | 61821-5359 | 217-352-7721 |
| Matthew J. Hanson      | Hanson Hardware, Inc.               | 1705 W Campbell St           | Arlington Heights | IL | 60005-1517 | 847-255-3113 |
| Michael L Nena         | Nena Hardware, Inc.                 | 1415 W Forrest Hill Ave      | Peoria            | IL | 61604-2510 | 309-688-9700 |
| Thomas E Siehoff       | Ace Hardware of Harvard, Inc.       | 42 N Ayer St                 | Harvard           | IL | 60033-2803 | 815-943-3345 |
| Mark S. Driscoll       | DriBar Ace, LLC                     | 160 E Galena Blvd            | Sugar Grove       | IL | 60554-9425 | 630-409-6876 |
| William H Millikin     | Millikins Retailing A Millikins LLC | 101 E Main St                | Mascoutah         | IL | 62258-2134 | 618-566-8666 |
| Christopher J Amir     | Princeton Hardware, Inc.            | 525 N Main St                | Princeton         | IL | 61356-1326 | 815-879-2791 |
| Michael L. Nena        | Nena Hardware, Inc.                 | 505 Jubilee Ln               | Germantown Hills  | IL | 61548-8472 | 309-383-2223 |
| David A. Diggie        | Diggie Ace Hardware, LLC            | 1964 S Main St               | Eureka            | IL | 61530-1666 | 309-467-3321 |
| James Nadig            | Stockton Hardware, Inc.             | 116 N Main St                | Stockton          | IL | 61085-1322 | 815-947-3711 |
| Thomas E. Felker       | Felker Pharmacy, Inc.               | 201 N 4th St                 | Oregon            | IL | 61061-1418 | 815-732-7340 |
| Justin S. Goselin      | Kankankee Ace Hardware, Inc.        | 1735 S Schuyler Ave          | Kankakee          | IL | 60901-8325 | 815-939-9888 |
| Leonard Grimsley III   | Len's Ace Hardware - Elmhurst, Inc. | 145 E 1st St                 | Elmhurst          | IL | 60126-2818 | 630-833-7970 |
| Christopher J Niemann  | Niemann Foods, Inc.                 | 2021 S Neil St               | Champaign         | IL | 61820-7219 | 217-355-1580 |
| Richard E. Laskowski   | Ace Hardware of Mchenry, Inc.       | 4520 W Crystal Lake Rd       | McHenry           | IL | 60050-5318 | 815-385-3660 |
| Michael E. Cripe       | Whitmore Investments, Inc.          | 11600 Francis Rd             | Mokena            | IL | 60448-2440 | 708-995-1999 |
| Jason Corn             | Changing Seasons Ace Hardware, LLC  | 11230 State Highway 37       | Benton            | IL | 62812-4400 | 618-439-2101 |
| Raffaello Cianfaglione | J.R.C. Hardware Inc.                | 8330 W Lawrence Ave          | Norridge          | IL | 60706-3152 | 708-456-6800 |
| David Ziegler          | Z Hardware CO.                      | 136 Bartlett Plz             | Bartlett          | IL | 60103-4234 | 630-264-8077 |
| Donald W. Olson        | Ace Hardware NO. 152 Corp.          | 700 N Northwest Hwy          | Park Ridge        | IL | 60068-2542 | 847-823-3188 |
| Mehul S Patel          | Mr Ace, LLC                         | 675 W Golf Rd                | Hoffman Estates   | IL | 60169-1324 | 847-744-6118 |
| John Hathaway          | GALVA Enterprises LLC               | 316 Market St                | Galva             | IL | 61434-1769 | 309-932-2455 |
| Christopher J Niemann  | Niemann Foods, Inc.                 | 1637 Broadway St             | Quincy            | IL | 62301-2816 | 217-214-4670 |
| William Steinhauser    | Steinman Inc.                       | 21150 S La Grange Rd         | Frankfort         | IL | 60423-2010 | 815-534-5407 |
| Michael E. Cripe       | Whitmore Investments, Inc.          | 358 W Maple St               | New Lenox         | IL | 60451-1611 | 815-485-3040 |
| Joseph C. Lomanto      | Lakeview Ace Hardware, Inc.         | 3911 N Lincoln Ave           | Chicago           | IL | 60613-2417 | 773-281-1777 |
| William G. Cotton      | Cotton's Inc.                       | 1915 W Main Murdale Shpg Ctr | Carbondale        | IL | 62901      | 618-529-3400 |
| Michael L. Nena        | Nena Hardware, Inc.                 | 901 Detroit Ave              | Morton            | IL | 61550-2441 | 309-263-2071 |
| Joseph Jeffries        | Westlake Hardware, Inc.             | 1705 N Main St               | Wheaton           | IL | 60187-3146 | 630-682-3636 |
| Joseph Jeffries        | Westlake Hardware, Inc.             | 90 E Loop Rd                 | Wheaton           | IL | 60189-1907 | 630-690-0336 |
| Joseph Jeffries        | Westlake Hardware, Inc.             | 1030 N Washington St         | Naperville        | IL | 60563-2700 | 630-355-0077 |
| Joseph Jeffries        | Westlake Hardware, Inc.             | 963 W 75th St                | Naperville        | IL | 60565-1246 | 630-355-3993 |
| Joseph Jeffries        | Westlake Hardware, Inc.             | 5035 Ace Ln                  | Naperville        | IL | 60564-8172 | 630-428-8147 |
| Joseph Jeffries        | Westlake Hardware, Inc.             | 445 N Weber Rd               | Romeoville        | IL | 60446-4144 | 815-886-7082 |
| Joseph Jeffries        | Westlake Hardware, Inc.             | 2240 S Route 59              | Plainfield        | IL | 60586-7799 | 815-254-9800 |
| Christopher J. Amir    | Seneca Hardware, Inc.               | 255 S Main St                | Seneca            | IL | 61360-9415 | 815-357-6144 |
| Christopher J. Niemann | Niemann Foods, Inc.                 | 8903 N Knoxville Ave         | Peoria            | IL | 61615-1409 | 309-689-1133 |
| Peter Jackson          | Disruptive Artists, LLC             | 621 E Devon Ave              | Elk Grove Village | IL | 60007-6701 | 847-616-8002 |
| Jimmy Nichols          | Houchens Food Group, Inc.           | 1325 W 9th St                | Mount Carmel      | IL | 62863-2906 | 618-262-5139 |
| CHRISTOPHER AMIR       | Rochelle Hardware, Inc.             | 1383 N 7th St                | Rochelle          | IL | 61068-1185 | 815-562-7014 |
| Michael E. Cripe       | Whitmore Investments, Inc.          | 1025 E Division St           | Coal City         | IL | 60416-9446 | 815-518-5389 |
| Kyle Sheahan           | Mutual Ace Hardware Corporation     | 239 E Northwest Hwy          | Palatine          | IL | 60067-8114 | 847-358-8100 |
| Dipak Desai            | Barrington Ace LLC                  | 906 S Northwest Hwy          | Barrington        | IL | 60010-4624 | 847-304-4325 |
| William G Cotton       | Cotton's, Inc.                      | 3801 Nameoki Rd              | Granite City      | IL | 62040-3764 | 618-501-1721 |
| Jim Shaw               | J.B. SULLIVAN, LLC                  | 108 Main St                  | Savanna           | IL | 61074-1932 | 815-565-7335 |
| Jim Shaw               | J.B. SULLIVAN, LLC                  | 1116 Meriden St              | Mendota           | IL | 61342-1054 | 815-538-4694 |
| James A. Daluga        | Daluga Enterprises LLC              | 837 Westmore Meyers Rd       | Lombard           | IL | 60148-3724 | 630-629-0220 |
| Raffaello Cianfaglione | J.R.C. Hardware Des Plaines, Inc.   | 1175 Lee St                  | Des Plaines       | IL | 60016-6516 | 847-376-8582 |
| William G. Cotton      | Cotton's Inc.                       | 501 Beltline Drive           | Collinsville      | IL | 62234      | 618-855-8269 |
| Christopher J Niemann  | Niemann Foods, Inc.                 | 420 E Sangamon Ave           | Petersburg        | IL | 62675-1250 | 217-632-7921 |
| Kyle Sheahan           | Mutual Ace Hardware Buffalo Grove   | 745 S Buffalo Grove Rd       | Buffalo Grove     | IL | 60089-3705 | 847-541-3010 |
| Michael E Cripe        | Whitmore Investments, Inc.          | 855 S Ridge Rd               | Minooka           | IL | 60447-8807 | 815-467-7300 |
| Michael E Cripe        | Whitmore Investments, Inc.          | 221 Bedford Rd               | Morris            | IL | 60450-1442 | 815-942-6240 |
| David A. Diggie        | Diggie Ace El Paso, LLC             | 17 Westgate Dr               | El Paso           | IL | 61738-1485 | 309-527-2016 |

| Owner Name              | Legal Name                           | Street                         | City            | St | Zip Code   | Phone #      |
|-------------------------|--------------------------------------|--------------------------------|-----------------|----|------------|--------------|
| Elliott Greenberg       | JC Licht, LLC                        | 6316-18 Ogden Avenue           | Berwyn          | IL | 60402-5390 | 708-795-6060 |
| Joseph C. Lomanto       | LAKEVIEW ACE HARDWARE, INC.          | 3921 N Sheridan Rd             | Chicago         | IL | 60613-2925 | 773-525-1700 |
| Bijal Patel             | St Charles Ace LLC                   | 2650 E Main St                 | Saint Charles   | IL | 60174-2443 | 630-377-2245 |
| Bijal Patel             | LZ Ace LLC                           | 100 S Old Rand Rd              | Lake Zurich     | IL | 60047-2456 | 847-438-6751 |
| Donald W. Olson         | Ace Hardware NO. 152 Corp.           | 1137 Chicago Ave               | Oak Park        | IL | 60302-1836 | 708-386-6843 |
| Elliott Greenberg       | JC LIGHT, LLC                        | 980 Route 22                   | Fox River Grove | IL | 60021-0021 | 847-639-4431 |
| Elliott Greenberg       | JC LIGHT, LLC                        | 725 S State St                 | Chicago         | IL | 60605-2200 | 312-461-0900 |
| Elliott Greenberg       | JC LIGHT, LLC                        | 440 N Orleans St               | Chicago         | IL | 60654-4903 | 312-527-4200 |
| Elliott Greenberg       | JC LIGHT, LLC                        | 24 W Maple St                  | Chicago         | IL | 60610-2808 | 312-787-6887 |
| Elliott Greenberg       | JC LIGHT, LLC                        | 7230 W Foster Ave              | Chicago         | IL | 60656-3612 | 773-763-7117 |
| Elliott Greenberg       | JC LIGHT, LLC                        | 3145 S Ashland Ave             | Chicago         | IL | 60608-6251 | 773-523-8888 |
| Elliott Greenberg       | JC LIGHT, LLC                        | 5907 N Northwest Hwy           | Chicago         | IL | 60631-2644 | 773-930-4633 |
| Raffaello Cianfagione   | JRC Hardware Evergreen Park Inc.     | 3404 W 95th St                 | Evergreen Park  | IL | 60805-2204 | 708-422-8765 |
| Raffaello Cianfagione   | JRC Hardware Warrenville Inc.        | 2 S 541 Route 59               | Warrenville     | IL | 60555      | 630-393-1882 |
| Francisco Machuca       | Machuca Enterprises Inc.             | 2755 W Cermak Rd               | Chicago         | IL | 60608-3509 | 773-247-6789 |
| Elliott Greenberg       | JC Licht LLC                         | 10824 N Main St                | Richmond        | IL | 60071-9654 | 312-859-9547 |
| Ammar Sayla             | Sir Henry's Ace Hardware Inc.        | 1340 W 127th St                | Calumet Park    | IL | 60827-6129 | 708-388-3656 |
| Mohammed Arif Kasbati   | Sir Henry's Ace Hardware Skokie Inc. | 5035 Oakton St                 | Skokie          | IL | 60077-2908 | 847-673-0700 |
| Tanvi Vora              | Naperville Ace LLC                   | 1212 S Naperville Blvd Ste 117 | Naperville      | IL | 60540-7399 | 630-983-0200 |
| Michael E Cripe         | Whitmore Investments, Inc.           | 24604 W Lockport St            | Plainfield      | IL | 60544-2363 | 815-436-3107 |
| Michael E Cripe         | Whitmore Investments, Inc.           | 6216 Main St                   | Downers Grove   | IL | 60516-1908 | 630-968-4355 |
| Michael E Cripe         | Whitmore Investments, Inc.           | 1202 Essington Rd              | Joliet          | IL | 60435-8401 | 815-729-0155 |
| Michael E Cripe         | Whitmore Investments, Inc.           | 1037 E 9th St                  | Lockport        | IL | 60441-3245 | 815-838-3310 |
| Kenneth Ebel            | Ebel's Hardware Chicago Inc.         | 10340 S Kedzie Ave             | Chicago         | IL | 60655-2016 | 773-233-1510 |
| Richard I Green         | RIG Rentals Inc.                     | 1308 W Main St Ste C           | Robinson        | IL | 62454-1216 | 618-421-4200 |
| Chris J Amir            | Gibson City Hardware Inc             | 119-129 N Sangamon Ave         | Gibson City     | IL | 60936-1342 | 217-784-4273 |
| Chris J Amir            | Mahomet Hardware Inc                 | 804 Eastwood Drive Suite 4     | Mahomet         | IL | 61853-7039 | 217-586-3747 |
| John Trevor             | Trevor Hardware Inc.                 | 2842 16th St                   | Moline          | IL | 61265-6038 | 309-764-5689 |
| Elliott Greenberg       | JC Licht, LLC                        | 2160 N Milwaukee Ave           | Chicago         | IL | 60647-4057 | 773-257-7555 |
| Michael E Cripe         | Whitmore Investments, Inc.           | 12121 W 159th St               | Homer Glen      | IL | 60491-7848 | 815-926-2680 |
| William H Millikin      | Millikin Retailing A Millikins LLC   | 753 True Value Dr              | Lebanon         | IL | 62254-1593 | 618-566-8666 |
| Michael L. Nena         | Nena Hardware, Inc.                  | 1880 Washington Rd             | Washington      | IL | 61571-2114 | 309-444-8511 |
| David Ziegler           | Z Hardware Co.                       | 5506 Elevator Rd               | Roscoe          | IL | 61073-8882 | 847-741-8330 |
| Carol Kellerman         | Kellerman's Feed & Supply, Inc.      | 1031 S Main St                 | Pinckneyville   | IL | 62274-1771 | 618-357-6421 |
| Edward M Sanders        | Neighborhood Hardware Stores Inc     | 1219 Wilmette Ave              | Wilmette        | IL | 60091-2557 | 847-251-3060 |
| John Mitter             | Great Lakes Ace Hardware, Inc        | 214 N Walnut St                | Springfield     | IL | 62702-5031 | 217-528-5673 |
| John Mitter             | Great Lakes Ace Hardware, Inc        | 1713 W Spresser St             | Taylorville     | IL | 62568-9527 | 217-824-3325 |
| John Mitter             | Great Lakes Ace Hardware, Inc        | 900 W Morton Ave               | Jacksonville    | IL | 62650-3151 | 217-245-9563 |
| John Mitter             | Great Lakes Ace Hardware, Inc        | 204 E College Ave              | Normal          | IL | 61761-3033 | 309-454-5413 |
| John Mitter             | Great Lakes Ace Hardware, Inc        | 1600 Wabash Ave                | Springfield     | IL | 62704-5311 | 217-787-5100 |
| John Mitter             | Great Lakes Ace Hardware, Inc        | 111 E 1st North St             | Carlinville     | IL | 62626-1504 | 217-854-2564 |
| John Mitter             | Great Lakes Ace Hardware, Inc        | 207 W Main St                  | Havana          | IL | 62644-1137 | 309-543-2638 |
| John Mitter             | Great Lakes Ace Hardware, Inc        | 1200 N Main St                 | Chatham         | IL | 62629-8007 | 217-483-4085 |
| John Mitter             | Great Lakes Ace Hardware, Inc        | 521 N Kickapoo St              | Lincoln         | IL | 62656-2141 | 217-732-1458 |
| John Mitter             | Great Lakes Ace Hardware, Inc.       | 300 Springfield Rd             | Hillsboro       | IL | 62049-1100 | 217-532-6677 |
| John Mitter             | Great Lakes Ace Hardware, Inc.       | 104 Watters Dr                 | Dwight          | IL | 60420-2200 | 815-584-2954 |
| John Mitter             | Great Lakes Ace Hardware, Inc.       | 203 E Livingston St            | Pontiac         | IL | 61764-1921 | 815-842-2966 |
| John Mitter             | Great Lakes Ace Hardware, Inc.       | 901 W Fayette                  | Pittsfield      | IL | 62363      | 217-922-0700 |
| Deborah A. Laskowski-Me | Ace Hardware of Lindenhurst, Inc.    | 2080 E Grand Ave               | Lindenhurst     | IL | 60046-9030 | 000-000-00   |
| Chris J Amir            | Ottawa Hardware Inc.                 | 814 Clinton St                 | Ottawa          | IL | 61350-2036 | 815-433-1800 |
| Graham Schlosser        | Henry Hardware Inc.                  | 408 Edward St                  | Henry           | IL | 61537-1504 | 309-364-2700 |
| Paul Hedlund            | HEDLUND CORP.                        | 2369 E 62nd St                 | Indianapolis    | IN | 46220-2300 | 317-432-2014 |
| Lindy Cergizan          | LINDY'S ACE HARDWARE, INCORPORATED   | 6220 Kennedy Ave               | Hammond         | IN | 46323-1046 | 219-844-4520 |
| Alicia B Johnson        | TEGHTMEYER ACE HARDWARE, INC.        | 200 Diplomat Dr                | Columbia City   | IN | 46725-1300 | 260-244-5632 |
| Erik K Schultz          | HILLSIDE ACE HARDWARE, INC.          | 539 N Halleck St               | Demotte         | IN | 46310-9553 | 219-987-3171 |
| Willie Wells            | WILLIE J. WELLS                      | 116 E 9th St                   | Connersville    | IN | 47331-2033 | 765-825-4117 |
| Tricia Small            | Calar, Inc.                          | 1309 S Huntington St           | Syracuse        | IN | 46567-1933 | 574-457-3474 |
| Michael Habegger        | HABEGGER BUILDERS SUPPLY, INC.       | 1196 US Highway 27 N           | Berne           | IN | 46711-1026 | 260-589-2165 |
| Robert Philips          | PHILIPS ACE HARDWARE INC.            | 3100 Calumet Ave               | Valparaiso      | IN | 46383-2611 | 219-464-8687 |
| Jeffrey Kleindorfer     | Kleindorfer's Hardware, LLC          | 1401 W Kirkwood Ave            | Bloomington     | IN | 47404-5044 | 812-332-0487 |
| Lee R Mansch            | MERRILLVILLE ACE HARDWARE, INC.      | 9325 Broadway                  | Crown Point     | IN | 46307-8883 | 219-738-1933 |
| Donald E Smith          | SMITH FARM STORES, INC.              | 1002 S Heaton St               | Knox            | IN | 46534-2306 | 574-772-5220 |
| Scott Howser            | SCOTTS HARDWARE INC.                 | 785 W McClain Ave              | Scottsburg      | IN | 47170-1245 | 812-752-2991 |
| Stephen White           | CARMEL ACE HARDWARE, INC.            | 731 S Range Line Rd            | Carmel          | IN | 46032-2537 | 317-846-2311 |
| Stephen White           | GEIST ACE HARDWARE, INC.             | 10941 E 79th St                | Indianapolis    | IN | 46236-7505 | 317-823-0960 |
| John Alexander          | HELPFUL HARDWARES, INC.              | 3000 Southeastern Ave          | Indianapolis    | IN | 46203-1446 | 317-638-4591 |
| Larry Martin            | MARTIN HOME CENTER, INC.             | 103 Crystal Heights Blvd       | Middlebury      | IN | 46540-8553 | 574-825-7011 |
| Lisa Bear               | STICKLEY HARDWARE INC.               | 1524 E Market St               | Nappanee        | IN | 46550-2306 | 574-773-7523 |
| Todd Eversole           | FURBEE CORP.                         | 441 S Memorial Dr              | New Castle      | IN | 47362-4950 | 765-529-3002 |
| Jeffrey Deterding       | ACE HARDWARE AT EASTGATE, INC.       | 1194 Sagamore Pkwy W           | West Lafayette  | IN | 47906-1302 | 765-497-2727 |
| Lisa Bear               | STICKLEY HARDWARE INC.               | 1352 Lincolnway S              | Ligonier        | IN | 46767-1739 | 260-894-3404 |
| Marc Arnold             | Fifty Six South, LLC                 | 56 S Broadway                  | Peru            | IN | 46970-2230 | 765-472-2733 |
| Michael Sasin           | G & M ACE HARDWARE, INC.             | 1221 N Lincoln Rd              | Rockville       | IN | 47872-1214 | 765-569-3263 |
| Brian Moore             | MONTICELLO COMPANY, INC              | 918 N Main St                  | Monticello      | IN | 47960-1501 | 574-583-3100 |
| Gary Schuette           | NCAH, INC.                           | 485 E Main St                  | Hagerstown      | IN | 47346-1331 | 765-489-4401 |
| Tricia Small            | CALAR, INC                           | 200 N Grandstaff Dr            | Auburn          | IN | 46706-1677 | 260-925-1005 |



| Owner Name           | Legal Name                          | Street                        | City           | St | Zip Code   | Phone #      |
|----------------------|-------------------------------------|-------------------------------|----------------|----|------------|--------------|
| Stanley Mattila      | R&M HARDLINES, INC                  | 2064 Burton Ln                | Martinsville   | IN | 46151-3010 | 765-342-6567 |
| Julia A Bumbales     | BUMBALES, INC                       | 5979 Central Ave              | Portage        | IN | 46368-2944 | 219-762-7107 |
| Lisa Bear            | STICKLEY HARDWARE, INC              | 21826 State Road 120          | Elkhart        | IN | 46516-6518 | 574-295-5806 |
| Suzanne Patton       | S.S. CARNELL, INC                   | 1206 W Main St                | Mitchell       | IN | 47446-1232 | 812-849-2777 |
| Steve Powell         | POWELL BUILDING CENTER, INC         | 2492 W US Highway 136         | Covington      | IN | 47932-8101 | 765-793-8888 |
| Steve Powell         | POWELL BUILDING CENTER, INC         | 3391 W State Road 28          | West Lebanon   | IN | 47991-8077 | 765-893-8888 |
| Jim Smith            | AAA HARDWARE, INC.                  | 1209 S Jefferson St           | Huntington     | IN | 46750-3824 | 260-356-1330 |
| Robert M Grill       | GRILLCO, INC.                       | 1150 Sheffield Ave            | Dyer           | IN | 46311-1051 | 219-865-6060 |
| Skyler Stevenson     | STEVENSON'S ACE HARDWARE, INC.      | 1812 S US Highway 231         | Crawfordsville | IN | 47933-9418 | 765-362-5800 |
| Albert Bumbales      | BUMBALES & SON, INC.                | 3461 Central Ave              | Lake Station   | IN | 46405-2274 | 219-962-1478 |
| Donald E Smith       | SMITH FARM STORES, INC.             | 151 Rochester Plz             | Rochester      | IN | 46975-2658 | 574-223-1908 |
| Lyndon Stutzman      | STUTZMAN VENTURES, INC.             | 118 North Main St             | Topeka         | IN | 46571      | 260-593-2212 |
| Jennifer L Deterding | ACE HARDWARE AT EASTGATE, INC.      | 119 Beck Ln                   | Lafayette      | IN | 47909-2838 | 765-477-9797 |
| Mackenzie Watkins    | KABELIN HARDWARE COMPANY, INC.      | 512 Andrew Ave                | La Porte       | IN | 46350-4633 | 219-362-3310 |
| Mackenzie Watkins    | KABELIN HARDWARE COMPANY, INC.      | 410 Indiana St                | Walkerton      | IN | 46574-1105 | 574-586-3233 |
| Mackenzie Watkins    | KABELIN HARDWARE COMPANY, INC.      | 432 St John's Rd              | Michigan City  | IN | 46360-7336 | 219-872-5431 |
| Timothy Wiegand      | WINAMAC COMPANY, INC.               | 854 N Plymouth Rd             | Winamac        | IN | 46996-1124 | 574-946-4232 |
| Keith F Grill        | GRILL BROS. INC.                    | 1820 45th St                  | Munster        | IN | 46321-3916 | 219-934-9500 |
| Mackenzie Watkins    | KABELIN HARDWARE COMPANY, INC.      | 605 S Lincolnway              | La Porte       | IN | 46350-3835 | 219-325-8066 |
| Mark Hopkins         | HOPKINS' ACE HARDWARE, INC.         | 325 S Calumet Rd              | Chesterton     | IN | 46304-2450 | 219-926-3737 |
| Mackenzie Watkins    | KABELIN HARDWARE COMPANY, INC.      | 12820 Adams Rd                | Granger        | IN | 46530-7894 | 574-272-2333 |
| James Smith          | DECATUR ACE HARDWARE, INC.          | 1220 S 13th St                | Decatur        | IN | 46733-2100 | 260-724-3700 |
| Jack Nelson          | CENTRAL HARDWARE AND MILLWORK CO.,  | 1025 N Arlington Ave          | Indianapolis   | IN | 46219-3223 | 317-357-8396 |
| Dennis Wagoner       | ACE HARDWARE OF NORTH WEBSTER, INC. | 733 S Main St                 | North Webster  | IN | 46555-7700 | 574-834-2021 |
| Kenneth Myers        | TOWN & COUNTRY HARDWARE, INC.       | 325 S Van Buren St            | Shipshewana    | IN | 46565-9488 | 260-768-4991 |
| Mike Habegger        | HABEGGER FRAUHINGER, INC.           | 728 W Market St               | Bluffton       | IN | 46714-1816 | 260-824-2600 |
| Kyle Stuckwisch      | SEYMOUR HARDWARE, INC.              | 229 S Chestnut St             | Seymour        | IN | 47274-2327 | 812-522-2098 |
| John J Alexander     | HELPFUL HARDWARES, LLC.             | 5331 W Washington Street      | Indianapolis   | IN | 46241-2122 | 317-244-9569 |
| Donald E Smith       | SMITH FARM STORES, INC.             | 1880 N McKinley Ave           | Rensselaer     | IN | 47978-8582 | 219-866-4618 |
| Gary Strange         | Salem True Value, Inc.              | 1312 W Mulberry St            | Salem          | IN | 47167-9433 | 812-883-3607 |
| Alan Nelson          | Brownsburg Ace Hardware LLC         | 800 E Main St                 | Brownsburg     | IN | 46112-1426 | 317-939-0026 |
| Stephen Guernsey     | TGP Operations, Inc.                | 105 S Forest Ave              | Brazil         | IN | 47834-2604 | 812-448-2877 |
| Lisa Bear            | Stickley Hardware, Inc.             | 110 S Detroit St              | Lagrange       | IN | 46761-1806 | 260-585-8132 |
| Jimmy Nichols        | Houchens North Foods, LLC           | 2220 E Morgan Ave             | Evansville     | IN | 47711-4314 | 812-475-6730 |
| Bruce Haller         | Hobart Lumber Inc                   | 661 Main St                   | Hobart         | IN | 46342-5249 | 219-942-1178 |
| Tricia Small         | Catar, Inc.                         | 18619 State Road 10           | Culver         | IN | 46511-9622 | 574-635-0120 |
| Richard Hyman        | Hyman's Auto Supply Co.             | 2031 Indianapolis Blvd        | Whiting        | IN | 46394-1950 | 219-655-5552 |
| Jimmy Nichols        | Houchens Food Group, Inc.           | 1810 N Main St                | Huntingburg    | IN | 47542-9387 | 812-683-1015 |
| Lisa Bear            | Stickley Hardware, Inc.             | 1245 W Plymouth St            | Bremen         | IN | 46506-1930 | 574-248-6909 |
| Mackenzie Watkins    | Kabelin Hardware Company, Inc.      | 52295 Indiana State Route 933 | South Bend     | IN | 46637-3849 | 574-277-1155 |
| Mark Baysden         | Butler HHC, LLC                     | 103 Basket Factory Rd         | Butler         | IN | 46721-1350 | 260-868-0132 |
| Jimmy Nichols        | Houchens Food Group, Inc.           | 438 Southwind Plz             | Mount Vernon   | IN | 47620-2209 | 812-831-3622 |
| Jimmy Nichols        | Houchens Food Group, Inc.           | 4635 N 1st Ave                | Evansville     | IN | 47710-3625 | 812-467-7255 |
| Brent E. Benge       | County Line Ace, LLC                | 8904 S Meridian St            | Indianapolis   | IN | 46217-5031 | 317-888-1194 |
| Randall R. Jr. Yager | RT YAGER ENTERPRISES, INC.          | 204 S Main St                 | Kouts          | IN | 46347-9412 | 219-766-3766 |
| Gregory Bumbales     | GL Ace LLC                          | 2520 Broadway                 | Gary           | IN | 46407-3606 | 219-886-3136 |
| Robert M. Grill      | Grillco Inc                         | 11702 Randolph St             | Winfield       | IN | 46307-9264 | 219-663-7676 |
| Stephen White        | White's Ace Hardware Fishers, Inc.  | 11881 Lakeside Dr             | Fishers        | IN | 46038-2326 | 317-841-2735 |
| Randall R. Yager Jr. | RTK Hebron Inc.                     | 826 Country Square Plz        | Hebron         | IN | 46341-8811 | 219-996-3030 |
| Tony Houk            | Great Lakes Ace Hardware, Inc       | 11581 Geist Pavilion Dr       | Fishers        | IN | 46037-7672 | 317-570-2850 |
| Brent E Benge        | Westfield Ace, LLC                  | 3400 Nancy St                 | Westfield      | IN | 46074      | 317-763-9300 |
| Kory Musolf          | Musolf Hardware, LLC                | 603 Westfield Rd              | Noblesville    | IN | 46060-1323 | 317-770-5223 |
| Devin Severns        | DEMS, LLC                           | 206 E Main St                 | Mentone        | IN | 46539-7713 | 574-353-7305 |
| Kyle Clouser         | Clouser Group, LLC                  | 844 E Jefferson St            | Tipton         | IN | 46072-8750 | 765-675-6740 |
| Brent E Benge        | Greenwood Ace, LLC                  | 2101 Independence Dr          | Greenwood      | IN | 46143-3403 | 317-859-2404 |
| Bradley Holmes       | H & H Hardware INC.                 | 9207 County Road 403          | Charlestown    | IN | 47111-9664 | 930-202-6030 |
| Tony Houk            | Great Lakes Ace Hardware, Inc.      | 1800 E Main St                | Plainfield     | IN | 46168-1850 | 317-839-8410 |
| Mark Ratzloff        | Hardinsburg General Store, LLC      | 8674 W Radcliff Rd            | Hardinsburg    | IN | 47125-8974 | 812-472-9700 |
| Stephen Guernsey     | TGP Operations II, Inc.             | 2800 Poplar St Ste 57         | Terre Haute    | IN | 47803-2659 | 812-244-1366 |
| Timothy A. Wiegand   | Taam Company, Inc.                  | 611 E Talmer Ave              | North Judson   | IN | 46366-1457 | 574-241-0061 |
| Tony Houk            | Great Lakes Ace Hardware, Inc       | 6248 Allisonville Rd          | Indianapolis   | IN | 46220-4544 | 463-224-7965 |
| Tony Houk            | Great Lakes Ace Hardware, Inc.      | 1240 N State St               | Greenfield     | IN | 46140-1055 | 317-967-7253 |
| David Cosby Sr.      | Lucky 7 Investments, Inc.           | 12500 US Highway 41 Ste 1     | Evansville     | IN | 47725-7031 | 812-668-6399 |
| Tony Houk            | Great Lakes Ace Hardware, Inc.      | 25 Boone Vlg                  | Zionsville     | IN | 46077-1231 | 317-873-5255 |
| Rob Walker           | NP Hardware Inc.                    | 4083 Arbor Ln                 | New Palestine  | IN | 46163-8644 | 317-861-4597 |
| Mackenzie Watkins    | Kabelin Hardware Company Inc.       | 727 W Michigan St             | New Carlisle   | IN | 46552-9601 | 574-228-5551 |
| Brad Holmes          | H & H Hardware New Albany LLC       | 1905 Charlestown Rd           | New Albany     | IN | 47150-2522 | 812-945-6633 |
| Stephen Maurer       | SK Maurer Corporation               | 1450 NW 5th St                | Richmond       | IN | 47374-1842 | 765-966-7929 |
| Brent E Benge        | West Clay Ace, LLC                  | 2425 Harleston St             | Carmel         | IN | 46032-1526 | 463-388-1377 |
| Brent E Benge        | Five Points Ace, LLC                | 6925 E Southport Rd           | Indianapolis   | IN | 46237-9728 | 000-000-0000 |
| Byron J Clouse       | Linton Ace Hardware Inc.            | 1600 A St NE Ste 1            | Linton         | IN | 47441-1612 | 812-699-4028 |
| Mackenzie Watkins    | Kabelin Hardware Company, Inc.      | 2309 E Michigan Blvd          | Michigan City  | IN | 46360-5321 | 000-000-0000 |
| David Sr. Cosby      | Lucky 7 Investments, Inc.           | 4901 Pollack Ave              | Evansville     | IN | 47715-5752 | 812-668-6399 |
| William G Skaggs     | SKAGGS INC.                         | 107 S Main St                 | Pratt          | KS | 67124-2712 | 620-672-5312 |
| Benjamin C. Ryan     | ACE HARDWARE, INC.                  | 200 N 18th St                 | Parsons        | KS | 67357-3207 | 620-421-2210 |
| Stephen Sayers       | SAYERS ACE HARDWARE, INC.           | 314 N Penn Ave                | Independence   | KS | 67301-3326 | 620-331-1690 |

| Owner Name         | Legal Name                          | Street                    | City            | St | Zip Code   | Phone #      |
|--------------------|-------------------------------------|---------------------------|-----------------|----|------------|--------------|
| Victor Regnier     | RANCH MART HARDWARE INC.            | 3801 W 95th St            | Overland Park   | KS | 66206-2038 | 913-649-0111 |
| Scott W. Graber    | GRABER'S HARDWARE INC.              | 208 W Broadway St         | Newton          | KS | 67114-2141 | 316-283-1900 |
| Chris Maycumber    | MAYCO, INC                          | 205 Scott Ave             | Fort Scott      | KS | 66701-2053 | 620-223-2670 |
| Karalee Ridder     | MIDWEST APPLIANCE CENTER INC.       | 800 Tuttle Creek Blvd     | Manhattan       | KS | 66502-6886 | 785-776-9454 |
| Joseph Jeffries    | WESTLAKE HARDWARE, INC.             | 120 N Clairborne Rd       | Olathe          | KS | 66062-1639 | 913-782-9111 |
| Nick Rohleder      | PIONEER FARM AND RANCH SUPPLY INC.  | 427 NE 14th St            | Abilene         | KS | 67410-1819 | 785-263-7163 |
| Joseph Jeffries    | WESTLAKE HARDWARE, INC.             | 711 W 23rd St             | Lawrence        | KS | 66046-4406 | 785-843-8484 |
| Joseph Jeffries    | WESTLAKE HARDWARE, INC.             | 12230 W 63rd Street       | Shawnee         | KS | 66216-1832 | 913-268-9005 |
| Valissa Zachary    | FITZGERALD ACE HARDWARE COMPANY, IN | 223 W Main St             | Beloit          | KS | 67420-2746 | 785-738-3121 |
| Robert Davis       | HI-PLAINS LUMBER COMPANY, INC.      | 507 S Main St             | Hugoton         | KS | 67951-2432 | 620-544-4304 |
| Mark Jones         | GIBSON PRODUCTS CO. OF SALINA INC.  | 321 S Broadway Blvd       | Salina          | KS | 67401-3803 | 785-827-4474 |
| Thomas Jones       | GIBSON'S PRODUCTS CO. OF CLAY CENTE | 728 W Crawford St         | Clay Center     | KS | 67432-2338 | 785-632-3147 |
| Joseph Jeffries    | WESTLAKE HARDWARE, INC.             | 5001 SW 29th St           | Topeka          | KS | 66614-2349 | 785-272-0731 |
| Joseph Jeffries    | WESTLAKE HARDWARE, INC.             | 1304 N Main St            | Hutchinson      | KS | 67501-4002 | 620-663-2196 |
| Joseph Jeffries    | WESTLAKE HARDWARE, INC.             | 215 S Main St             | Hutchinson      | KS | 67501-5425 | 620-662-6685 |
| Joseph Jeffries    | WESTLAKE HARDWARE, INC.             | 7523 State Ave            | Kansas City     | KS | 66112-2815 | 913-334-6336 |
| Andrew Bruna       | ANDY'S HARDWARE & LUMBER            | 108 S Railroad St         | Hanover         | KS | 66945-9073 | 785-337-2821 |
| Kenneth R. Bruner  | BLUESTEM FARM & RANCH SUPPLY, INC.  | 2611 W Hwy 50             | Emporia         | KS | 66801      | 620-342-5502 |
| Jerald S Kemmerer  | THE DODGE CITY COOPERATIVE EXCHANGE | 401 W Trail St            | Dodge City      | KS | 67801-5414 | 620-225-0067 |
| Joseph Jeffries    | WESTLAKE HARDWARE, INC.             | 3400 S 4th St Ste 4       | Leavenworth     | KS | 66048-5045 | 913-651-7795 |
| Joseph Jeffries    | WESTLAKE HARDWARE, INC.             | 15225 W 87th Street Pkwy  | Lenexa          | KS | 66219-1409 | 913-894-4141 |
| Joseph Jeffries    | WESTLAKE HARDWARE, INC.             | 4049 Somerset Dr          | Prairie Village | KS | 66208-5216 | 913-381-7750 |
| Greg Paul          | SPECIALTY INVESTMENTS, INC.         | 1230 S Woodlawn Blvd      | Wichita         | KS | 67218-3637 | 316-685-7201 |
| Scott Graber       | GRABER'S HARDWARE, INC.             | 319 N Main St             | Mcpherson       | KS | 67460-4307 | 620-241-7666 |
| Joseph Jeffries    | WESTLAKE HARDWARE, INC.             | 3110 E Douglas Ave        | Wichita         | KS | 67214-4819 | 316-682-7773 |
| Joseph Jeffries    | WESTLAKE HARDWARE, INC              | 2559 S Seneca St Ste 10   | Wichita         | KS | 67217-2803 | 316-264-6445 |
| Brian Cronister    | CRONISTER BROTHERS, INC.            | 615 W Saint John St       | Girard          | KS | 66743-2002 | 620-724-6171 |
| Joseph Jeffries    | WESTLAKE HARDWARE, INC.             | 2013 N Summit St          | Arkansas City   | KS | 67005-3852 | 620-442-1100 |
| Lyle Sawyer        | SAWYER'S, INC.                      | 341 F St                  | Phillipsburg    | KS | 67661-1920 | 785-543-5017 |
| Joseph Jeffries    | WESTLAKE HARDWARE, INC.             | 601 Kasold Dr             | Lawrence        | KS | 66049-3236 | 785-865-2622 |
| Joseph Jeffries    | WESTLAKE HARDWARE, INC.             | 9301 Santa Fe Drive       | Overland Park   | KS | 66212-3753 | 913-381-8883 |
| Joseph Jeffries    | WESTLAKE HARDWARE, INC.             | 1601 N Kansas Ave         | Liberal         | KS | 67901-5204 | 620-624-1599 |
| Joseph Jeffries    | WESTLAKE HARDWARE, INC.             | 3300 Vine St              | Hays            | KS | 67601-1937 | 785-650-0125 |
| Patrick Herian     | AUGUSTA HOME CENTER, INC.           | 316 W 7th Ave             | Augusta         | KS | 67010-1308 | 316-775-6361 |
| Joseph Jeffries    | WESTLAKE HARDWARE, INC              | 8829 W Central Ave        | Wichita         | KS | 67212-3803 | 316-722-3100 |
| Joseph Jeffries    | WESTLAKE HARDWARE, INC.             | 2050 NW Topeka Blvd       | Topeka          | KS | 66608-1829 | 785-357-7005 |
| Joseph Jeffries    | WESTLAKE HARDWARE, INC.             | 2075 SE 29th St           | Topeka          | KS | 66605-2457 | 785-266-3878 |
| Michael E Blaufuss | BLAUFUSS ENTERPRISES, LLC           | 703 N Maple               | Garnett         | KS | 66032-1077 | 785-448-3241 |
| Jerald S Kemmerer  | THE DODGE CITY COOPERATIVE EXCHANGE | 923 W Carthage            | Meade           | KS | 67864      | 620-873-2234 |
| Jerald S Kemmerer  | THE DODGE CITY COOPERATIVE EXCHANGE | 5204 N Maize Rd           | Maize           | KS | 67101-9430 | 316-722-0181 |
| Gavin Barmby       | Olathe Block Co, LLC                | 16509 W 159th Ter         | Olathe          | KS | 66062-3924 | 913-393-1506 |
| Jerald Kemmerer    | The Dodge City Cooperative Exchange | 1121 W Main St            | Lyons           | KS | 67554-2427 | 620-257-5000 |
| Karalee Ridder     | Midwest Appliance Center Inc.       | 602 Caroline Avenue       | Junction City   | KS | 66441      | 785-223-5222 |
| Joseph Jeffries    | Westlake Hardware, Inc.             | 7821 W 151st St           | Overland Park   | KS | 66223-2217 | 913-814-0377 |
| Joseph Jeffries    | Westlake Hardware, Inc.             | 642 N Andover Rd          | Andover         | KS | 67002-9778 | 316-733-0023 |
| Joseph Jeffries    | Westlake Hardware, Inc.             | 6230 E Central Ave        | Wichita         | KS | 67208-4210 | 316-684-1082 |
| Russell Lowen      | Troth, Inc.                         | 19894 W Kellogg Dr        | Goddard         | KS | 67052-8714 | 316-500-6362 |
| Joseph Jeffries    | Westlake Hardware, Inc.             | 2439 W 13th St N          | Wichita         | KS | 67203-1930 | 316-942-9059 |
| Jay DeVries        | Brothers Market 5, Inc.             | 319 Ridge St              | Tonganoxie      | KS | 66086-9340 | 913-845-2949 |
| Joseph Jeffries    | Westlake Hardware, Inc.             | 626 S 130th St            | Bonner Springs  | KS | 66012-9233 | 913-721-8870 |
| Cody Hoover        | Hoover Lumber LLC                   | 605 Caldwell Ave          | Goodland        | KS | 67735-1900 | 785-899-7149 |
| Cody Hoover        | Hoover Lumber LLC                   | 490 E 4th St              | Colby           | KS | 67701-2527 | 785-462-3959 |
| Benjamin Ryan      | HC Hardware LLC                     | 1318 W 8th St             | Coffeyville     | KS | 67337-3508 | 620-251-0055 |
| Joseph Jeffries    | Westlake Hardware, Inc.             | 10080 Chestnut Street     | Lenexa          | KS | 66220      | 913-214-8006 |
| Joseph Jeffries    | Westlake Hardware, Inc.             | 317 N Rock Road Suite 500 | Derby           | KS | 67037-4077 | 316-500-6200 |
| Dallas Madsen      | GLD Scott City LLC                  | 1320 S Main St            | Scott City      | KS | 67871-1856 | 620-872-7305 |
| Dallas Madsen      | GLD Marion LLC                      | 1228 Commercial Dr        | Marion          | KS | 66861-1183 | 620-382-2810 |
| Dallas Madsen      | Gled Larned LLC                     | 602 Broadway St           | Larned          | KS | 67550-3049 | 620-285-2171 |
| Dallas Madsen      | GLD ULYSSES LLC                     | 502 S Colorado St         | Ulysses         | KS | 67880-2609 | 620-356-4171 |
| Joseph Jeffries    | Westlake Hardware, Inc.             | 11200 Antioch Rd          | Overland Park   | KS | 66210-2423 | 913-213-1618 |
| Jabbok Schlacks    | Forge Build A LLC                   | 807 Roseport Road         | Elwood          | KS | 66024      | 913-365-1500 |
| Joseph Jeffries    | Westlake Hardware, Inc.             | 240 N Moonlight Rd        | Gardner         | KS | 66030-1927 | 913-856-4536 |
| Jason Cleaver      | Cleaver's Farm Supply Inc.          | 2103 S Santa Fe           | Chanute         | KS | 66720-3201 | 620-431-6070 |
| Joseph Jeffries    | Westlake Hardware, Inc.             | 1185 W Santa Fe St        | Olathe          | KS | 66061-3281 | 913-815-0330 |
| Joseph Jeffries    | Westlake Hardware, Inc.             | 6327 W 119th St           | Overland Park   | KS | 66209-2732 | 913-647-2881 |
| Joseph Jeffries    | Westlake Hardware, Inc.             | 2423 N Greenwich Rd       | Wichita         | KS | 67226-8205 | 000-000-0000 |
| Scott W Graber     | Graber's Hardware, Inc.             | 609 N Main St             | El Dorado       | KS | 67042-2027 | 316-322-7500 |
| Joseph Jeffries    | Westlake Hardware, Inc.             | 15066 W 151st St          | Olathe          | KS | 66062-3000 | 000-000-000  |
| Larry Hurt         | MURRAY SUPPLY CO. INC.              | 206 Main St               | Murray          | KY | 42071-2174 | 270-753-3361 |
| Ronnie Burton      | BURTON HARDWARE CO., INC.           | 314 Campbellsville St     | Columbia        | KY | 42728-1203 | 270-384-2696 |
| Philip Lewis       | BIG 4 LBR. INC                      | 40351 N Flemingburg Rd    | Morehead        | KY | 40351-1807 | 606-784-8931 |
| Kenneth Stout      | STOUT'S FEED STORE INC.             | 337 N Bardstown Rd        | Mt Washington   | KY | 40047-7644 | 502-538-4232 |
| Robert Janes       | JANES BROTHERS HARDWARE, INC        | 2527 Portland Ave         | Louisville      | KY | 40212-1039 | 502-778-8727 |
| Dean Akridge       | T.R. AKRIDGE & SON, INC.            | 55 Wyatt Street           | Fredonia        | KY | 42411      | 270-545-3332 |
| Tony Humphrey      | ACE HARDWARE & BUILDING SUPPLY, INC | 667 US Highway 431 N      | Livermore       | KY | 42352-9724 | 270-278-2816 |
| Fred Miller        | SAVEMORE HARDWARE, INC.             | 2616 W Market St          | Louisville      | KY | 40212-1843 | 502-774-1339 |

| Owner Name               | Legal Name                          | Street                      | City            | St | Zip Code   | Phone #      |
|--------------------------|-------------------------------------|-----------------------------|-----------------|----|------------|--------------|
| Dean Akridge             | T.R.AKRIDGE & SON INC.              | 724 W Fairview Ave          | Eddyville       | KY | 42038-7301 | 270-388-2910 |
| Walter Schott            | MAIN STREET HARDWARE CO., INC.      | 221 N Main St               | Versailles      | KY | 40383-1266 | 859-873-3470 |
| Bronson Mccarty          | PCH, INC.                           | 1124 Ridgeway Ave           | Falmouth        | KY | 41040-1324 | 859-654-4223 |
| Steven Hurd              | STEVEN E. HURD                      | 135 Windsor Rd              | Flemingsburg    | KY | 41041-9663 | 606-849-2110 |
| John H Prewitt Jr        | BLUEGRASS HARDWARE, INC.            | 670 University Shopping Ctr | Richmond        | KY | 40475-2614 | 859-623-2380 |
| Scott Lawson             | S C L ENTERPRISES, INC.             | 292 Mini Mall Dr            | Berea           | KY | 40403-1171 | 859-985-0747 |
| William Winegardner      | WINEGARDNER HARDWARE, LLC           | 2136 Declaration Dr         | Independence    | KY | 41051-7034 | 859-356-3001 |
| Brandon Henson           | HENSON ACE HARDWARE. LLC            | 250 W Steve Wariner Drive   | Russell Springs | KY | 42642-4500 | 270-866-8733 |
| Walter E Schott Iii Iii  | Wes Ace Hardware II LLC             | 1106 Bypass S US 127        | Lawrenceburg    | KY | 40342-9722 | 502-839-8880 |
| Earnest Watts            | MEDICORP, INC.                      | 2415 Hwy 15                 | Whitesburg      | KY | 41858-7448 | 606-633-2549 |
| Mark Cobb                | CRESTWOOD HARDWARE, INC. INCORPORAT | 6536 W Hwy 22               | Crestwood       | KY | 40014-9305 | 502-241-8491 |
| Earnest J Watts          | Pikeville Ace Hardware, Inc.        | 4285 N Mayo Trl             | Pikeville       | KY | 41501-3210 | 606-432-9766 |
| Robert W Brame           | Cadiz Hardware, LLC                 | 1654 Main St                | Cadiz           | KY | 42211-6692 | 270-522-1122 |
| Martha Bryant            | Central Kentucky Hardware, LLC      | 975 Hustonville Rd          | Danville        | KY | 40422-2165 | 859-236-5774 |
| Jimmy Nichols            | Houchens Food Group, Inc.           | 9586 Happy Valley Rd        | Cave City       | KY | 42127-9410 | 270-773-3480 |
| Frederick D Miller III   | Miller Ace Hardware and Paint, Inc. | 3348 Taylor Blvd            | Louisville      | KY | 40215-2661 | 502-618-4081 |
| Jimmy Nichols            | Food Giant Supermarkets, Inc.       | 6135 Benton Rd              | Paducah         | KY | 42003-1302 | 270-898-7378 |
| Jimmy Nichols            | Houchens Food Group, Inc.           | 99 Shawnee Dr               | Hodgenville     | KY | 42748-1619 | 270-358-0400 |
| Jimmy Nichols            | Houchens Food Group, Inc.           | 1063 Main St                | Munfordville    | KY | 42765-9434 | 270-524-2552 |
| Jimmy Nichols            | Houchens Food Group, Inc.           | 408 W Dixie Ave             | Elizabethtown   | KY | 42701-2455 | 270-986-7945 |
| Scott Blair              | Liberty Ace LLC                     | 140 Liberty Sq              | Liberty         | KY | 42539-3392 | 606-787-6263 |
| Joseph Parks             | Bath County Ace Hardware, Inc.      | 88 Water St                 | Owingsville     | KY | 40360-8944 | 606-674-2022 |
| Winston Griffin          | ACE Mt. Vernon, LLC                 | 3154 US Highway 150         | Mount Vernon    | KY | 40456-2007 | 606-256-1479 |
| Jimmy Nichols            | Houchens Food Group, Inc.           | 3170 Louisville Rd          | Bowling Green   | KY | 42101-7102 | 270-793-9766 |
| Slayden Charles Douthitt | Jackson 5 & 10, INC.                | 726 Highway 15 N            | Jackson         | KY | 41339-8601 | 606-666-4056 |
| Frederick D. Miller III  | Preston Ace Hardware and Paint, Inc | 5011 Preston Hwy            | Louisville      | KY | 40213-2213 | 502-916-4589 |
| Jimmy Nichols            | Houchens Food Group, Inc.           | 507 W Gl Smith St           | Morgantown      | KY | 42261-8603 | 270-526-2128 |
| Jimmy Nichols            | Houchens Food Group, Inc.           | 496B S Main St              | Leitchfield     | KY | 42754-1024 | 270-230-1005 |
| Jimmy Nichols            | Houchens Food Group, Inc.           | 67 Settlers Center Rd       | Taylorsville    | KY | 40071-9764 | 502-477-9865 |
| Jimmy Nichols            | Houchens Food Group. INC.           | 1445 Highway 259            | Brownsville     | KY | 42210      | 270-597-2171 |
| Jimmy Nichols            | Houchens Food Group, INC.           | 1105 W US 60                | Irvington       | KY | 40146      | 270-547-2231 |
| Jimmy Nichols            | Houchens Food Group, Inc.           | 2706 Russellville Rd        | Bowling Green   | KY | 42101-3959 | 270-796-6646 |
| Jimmy Nichols            | Houchens Food Group, Inc.           | 709 us 31 W Bypass          | Bowling Green   | KY | 42101-4906 | 270-843-0126 |
| David Hart               | Hart Holdings Inc.                  | 920 N College St            | Harrodsburg     | KY | 40330-1010 | 859-605-6480 |
| Jimmy Nichols            | Houchens Food Group , Inc.          | 445 KY-44                   | Shepherdsville  | KY | 40165      | 502-543-8019 |
| Michael Cottingham       | Cottingham True Value Hardware, Inc | 8235 Alexandria Pike        | Alexandria      | KY | 41001-1155 | 859-635-2111 |
| Jimmy Nichols            | Houchens Food Group, INC.           | 710 E Cedar St              | Franklin        | KY | 42134-1044 | 270-586-1901 |
| Jimmy Nichols            | Houchens Food Group, INC.           | 3120 Pimlico Pkwy Ste 150   | Lexington       | KY | 40517-4065 | 859-245-7817 |
| Tony Houk                | Great Lakes Ace Hardware, Inc       | 3545 N Bend Rd              | Hebron          | KY | 41048-8525 | 859-586-0222 |
| Tony Houk                | Great Lakes Ace Hardware, Inc       | 8515 US Highway 42          | Florence        | KY | 41042-9678 | 859-525-2038 |
| Gregg Stevenson          | Lyons Lumber Co , Inc.              | 106 Brighton Park Blvd      | Frankfort       | KY | 40601-3714 | 502-695-5551 |
| Gregg Stevenson          | Lyons Lumber Co., Inc.              | 555 Holmes St               | Frankfort       | KY | 40601-2211 | 502-223-1601 |
| Jimmy Nichols            | Houchens Food Group, Inc.           | 265 Industrial Park Rd      | Greensburg      | KY | 42743-1400 | 270-932-4772 |
| Morgan Argabright        | A & A Variety, LLC                  | 570 River Ridge Plaza       | Brandenburg     | KY | 40108      | 270-422-5455 |
| Jimmy Nichols            | Houchens Food Group, Inc.           | 305 N 12th St               | Middlesboro     | KY | 40965-1135 | 606-248-0724 |
| Frederick Miller III     | St Matthews Ace Hardware and Paint, | 4224 Shelbyville Rd         | Louisville      | KY | 40207-3956 | 502-294-7600 |
| Tony Houk                | Great Lakes Ace Hardware, Inc       | 82D Carothers Rd            | Newport         | KY | 41071-2416 | 859-360-2022 |
| Gregg Stevenson          | Lyons Lumber Co.,Inc.               | 3330 Partner Pl Ste 152     | Lexington       | KY | 40503-3575 | 859-436-1700 |
| Jimmy Nichols            | Houchens Food Group, INC            | 1725 US 25 E                | Barbourville    | KY | 40906      | 606-546-5579 |
| Jimmy Nichols            | Houchens Food Group, Inc.           | 2419 W Parrish Ave          | Owensboro       | KY | 42301-2661 | 270-685-0095 |
| David W Eades            | D & J Hardware, LLC                 | 20 S Irvine Rd              | Irvine          | KY | 40336-7653 | 606-723-3200 |
| Jimmy Nichols            | Houchens Food Group, Inc.           | 702 N Main St               | Tompkinsville   | KY | 42167-1130 | 270-407-5624 |
| Ronak Parikh             | Bolster Hardware, LLC               | 728 Keen St                 | Burkesville     | KY | 42717-7681 | 270-864-4322 |
| Ronak Parikh             | Bolster NQ Hardware, LLC            | 308 E Highway 90            | Monticello      | KY | 42633-5342 | 606-348-0834 |
| Ronak Parikh             | Bolster Hardware, LLC               | 1345 S Highway 127          | Albany          | KY | 42602-7703 | 606-387-5528 |
| Lee Bryant               | W-D Bryant & Son, Inc.              | 372 S 5th St                | Williamsburg    | KY | 40769-1257 | 606-549-2385 |
| Lee Bryant               | W-D Bryant & Son, Inc.              | 1405 S Main St              | Corbin          | KY | 40701-1930 | 606-528-2175 |
| Joseph Parks             | Parks Campton Ace Hardware, Inc.    | 57 Main St                  | Campton         | KY | 41301-9750 | 606-668-9935 |
| Mafaz Ansar              | Ace Enterprises, LLC                | 2360 S Dixie Blvd           | Radcliff        | KY | 40160-1039 | 270-319-4240 |
| Tracy Worley             | Houchens Food Group, Inc.           | 1102 S Main St              | Hartford        | KY | 42347-1836 | 270-504-5022 |
| Tracy Worley             | Houchens Food Group, Inc.           | 805 W Stockton St           | Edmonton        | KY | 42129-8130 | 270-432-7000 |
| Tracy Worley             | Houchens Food Group, Inc.           | 1435 New Gallatin Rd        | Scottsville     | KY | 42164-8957 | 270-239-7276 |
| Tracy Worley             | Houchens Food Group, Inc.           | 14004 Shelbyville Rd        | Louisville      | KY | 40245-3908 | 502-208-2298 |
| Dan Glei                 | FC Ace, LLC                         | 514 N Lake Dr               | Prestonsburg    | KY | 41653-1278 | 606-886-1717 |
| John Mitter              | Great Lakes Ace Hardware, Inc       | 150 Bellerive Blvd          | Nicholasville   | KY | 40356-8120 | 859-368-0010 |
| Greg Conley              | Hometown Hardware Inc.              | 258 Parkway Dr              | Salysersville   | KY | 41465-9245 | 606-349-6959 |
| Wyatt Denniston          | Brown's Hardware, Inc.              | 321 E College Ave           | Stanton         | KY | 40380-2325 | 606-663-6042 |
| Michael Bone             | Somerset Ace Hardware LLC           | 370 S Highway 27 Ste 9A     | Somerset        | KY | 42501-2774 | 606-425-5277 |
| Lee Bryant               | W-D Bryant & Son, Inc.              | 1413 S Main St              | London          | KY | 40741-2014 | 606-770-5140 |
| Morgan Argabright        | A & A Variety, LLC                  | 1010 Old Highway 60         | Hardinsburg     | KY | 40143-2518 | 270-756-6050 |
| Mark Queen               | Kenny Queens Hardware & Supply, Inc | 1000 13th St                | Ashland         | KY | 41101-2642 | 000-000-0000 |
| Harold Peri Sr.          | BYWATER ACE HARDWARE INC.           | 438 E Judge Perez Dr        | Chalmette       | LA | 70043-5240 | 504-279-0461 |
| Roger Giroir             | EDDIE'S ACE HARDWARE, INC.          | 4401 Downman Rd             | New Orleans     | LA | 70126-3714 | 504-242-8352 |
| Kirth Chaisson           | LOCKPORT FARM MARKET & BUILDING     | 7814 Highway 308            | Lockport        | LA | 70374-3945 | 985-532-3323 |
| Ca Frost                 | FROST LUMBER CO. INC.               | 511 W 7th St                | Thibodaux       | LA | 70301-2701 | 985-447-3791 |
| Dennis Stine             | STINE, L.L.C.                       | 2950 Ruth St                | Sulphur         | LA | 70665-8042 | 337-527-6732 |

| Owner Name              | Legal Name                          | Street                       | City              | St | Zip Code   | Phone #      |
|-------------------------|-------------------------------------|------------------------------|-------------------|----|------------|--------------|
| Wiley Magee             | MORGAN CITY SUPPLY OF LA. INC.      | 6911 Highway 90 East         | Morgan City       | LA | 70380      | 985-384-3650 |
| Charles Couvillion      | AMERICAN ACE HARDWARE, INC.         | 4323 Monroe Hwy              | Ball              | LA | 71405-3935 | 318-640-4277 |
| Wiley Magee             | MORGAN CITY SUPPLY OF L.A., INC     | 1775 Grand Cailou Rd         | Houma             | LA | 70363-7059 | 985-872-4563 |
| Kirth Chaisson          | LOCKPORT FARM MARKET & BUILDING     | 13373 E Main St              | Larose            | LA | 70373-2066 | 985-693-3157 |
| Ian Simoneaux           | DAN BOUDREAUX'S ACE HARDWARE INC.   | 4767 Highway 1               | Napoleonville     | LA | 70390-8517 | 985-369-6366 |
| Matthew F. Newman       | Newman Commercial Hardware, LLC     | 519 N Foster Dr              | Baton Rouge       | LA | 70806-3503 | 225-927-2906 |
| Ray Himel               | HIMEL MOTOR SUPPLY OF ST. MARTIN, I | 331 S Main St                | Saint Martinville | LA | 70582-4509 | 337-394-6024 |
| 3 Members               | STINE, L.L.C.                       | 1335 N Pine St               | Deridder          | LA | 70634-2823 | 337-462-2416 |
| John Theriot Jr         | HIGHLAND HARDWARE & GARDEN CENTER,  | 7460 Highland Rd             | Baton Rouge       | LA | 70808-6611 | 225-766-3049 |
| Gary Stine              | STINE, L.L.C.                       | 4501 Nelson Rd               | Lake Charles      | LA | 70605-5207 | 337-477-7512 |
| Estelle Cifreo          | FONTAINE LUMBER COMPANY, INC.       | 2600 Hospital Rd             | New Roads         | LA | 70760-3925 | 225-638-8537 |
| Hunter Knight           | MURPHY BATEMAN BUILDING SUPPLIES, L | 1107 Washington St           | Franklinton       | LA | 70438-1846 | 985-335-5995 |
| Craig Tassin            | HOMETOWN ACE HARDWARE, INC          | 301 NW Central Ave           | Amite             | LA | 70422-2427 | 985-748-9347 |
| Jerry Politz            | BROTHER'S ACE HARDWARE INC          | 3085 Millerville Rd          | Baton Rouge       | LA | 70816-2830 | 225-753-6183 |
| Charles Couvillion      | AMERICAN ACE HARDWARE, INC.         | 110 Edgewood Dr              | Pineville         | LA | 71360-5441 | 318-443-8706 |
| J Ullo                  | J. CHRIS ULLO, INC.                 | 4701 Westbank Expy           | Marrero           | LA | 70072-3005 | 504-341-8512 |
| Glenn Taylor Jr.        | BALDWIN-TAYLOR HARDWARE, INC.       | 4301 Jefferson Hwy           | New Orleans       | LA | 70121-1519 | 504-833-9700 |
| Gary Stine              | STINE, L.L.C.                       | 110 ZIGLER DRIVE             | Jennings          | LA | 70546      | 337-824-2514 |
| Andrew Girlinghouse     | FAMILY HARDWARE, INC.               | 849 Pine Street              | Jena              | LA | 71342      | 318-992-8211 |
| Dan Boudreau            | PONTCHARTRAIN HARDWARE & LUMBER CO. | 3320 Pontchartrain Dr        | Slidell           | LA | 70458-4828 | 985-643-4672 |
| Floyd Harrington        | FLOYD J. HARRINGTON INC.            | 400 Main St                  | Gueydan           | LA | 70542-3634 | 337-536-9296 |
| Thomas Le Blanc         | SERVICE TOOL COMPANY, INC.          | 912a S Lewis St              | New Iberia        | LA | 70560-6304 | 337-365-4056 |
| Jacob Hutchison         | HUTCH'S HARDWARE, INC.              | 38011 Highway 621            | Gonzales          | LA | 70737-6052 | 225-673-6276 |
| Taylor Ward             | Ward Hardware, L.L.C.               | 1415 Metro Dr                | Alexandria        | LA | 71301-3425 | 318-442-9777 |
| Jim Pearce              | T.J. PEARCE & CO. INC.              | 1032 Burgessville Rd         | Ruston            | LA | 71270-8714 | 318-255-4280 |
| Cody Vidrine            | VIDRINE'S ACE HARDWARE, INC.        | 320 W Main St                | Ville Platte      | LA | 70586-4464 | 337-363-4876 |
| Mary Fisher             | FISHER'S ACE HARDWARE, INC.         | 504 Hemlock St               | La Place          | LA | 70068-3923 | 985-652-1497 |
| Lloyd T Lincoln         | PORT SULPHUR ACE HARDWARE, INC.     | 27274 Highway 23             | Port Sulphur      | LA | 70083-2644 | 504-564-9366 |
| Gary Stine              | STINE, L.L.C.                       | 101 E Highway 90             | Iowa              | LA | 70647-4016 | 337-582-3586 |
| David Letellier Jr      | DAVID LEONARD LETELLIER JR          | 7043 Canal Blvd              | New Orleans       | LA | 70124-3454 | 504-288-3522 |
| W Albritton             | A & W HARDWARE, INC.                | 711 Winnsboro Rd             | Monroe            | LA | 71202-3442 | 318-323-4242 |
| Robert Gabriel          | GABRIEL BUILDING SUPPLY CO., INC.   | 510 W Pine St                | Ponchatoula       | LA | 70454-3738 | 985-386-3525 |
| Dennis Stine            | STINE, L.L.C.                       | 1170 Expressway Dr           | Pineville         | LA | 71360-6697 | 318-487-8586 |
| Gary Stine              | STINE, L.L.C.                       | 235 Odd Fellows Rd           | Crowley           | LA | 70526-2205 | 337-783-4142 |
| J Stine                 | STINE, L.L.C.                       | 5690 Highway 1 Byp           | Natchitoches      | LA | 71457-3239 | 318-214-0065 |
| Donald Bujol            | BAYOU ROAD LUMBER AND HARDWARE COMP | 58005 Bayou Rd               | Plaquemine        | LA | 70764-2501 | 225-687-1987 |
| David Pipes             | FSC SERVICE, LLC                    | 206 14th St                  | Mer Rouge         | LA | 71261      | 318-647-3681 |
| Tim Fontan              | FONTAN INC.                         | 1620 N Highway 190           | Covington         | LA | 70433-5155 | 985-893-1212 |
| John Fourroux           | JOHN D. AND MITZI H. FOURROUX       | 455 N Alexander Ave          | Port Allen        | LA | 70767-2517 | 225-343-8438 |
| Jorgen Aaen             | AAEN ENTERPRISES INC.               | 8015 Desiard St              | Monroe            | LA | 71203-4939 | 318-343-6670 |
| Wade Cantrelle          | RENOVATIONS, INC.                   | 16815 E Main St              | Cut Off           | LA | 70345-3901 | 985-632-8988 |
| Ernest Kiper III        | KIPER HARDWARE & LUMBER CORPORATION | 417 Carver St                | Winnsboro         | LA | 71295-3861 | 318-435-9095 |
| John Paul               | CBS HOME EXPRESS, LLC               | 5075 Cut Off Rd              | Coushatta         | LA | 71019-5105 | 318-932-6761 |
| John Carruth            | MINDEN HARDWARE, L.L.C.             | 807 Homer Rd                 | Minden            | LA | 71055-3021 | 318-382-9000 |
| Donald J. Rouse         | Rouse's Enterprises, L.L.C.         | 2300 Church St               | Zachary           | LA | 70791      | 225-658-2784 |
| Tai Nguyen              | Happy Land Shopping Center, L.L.C.  | 35949 Highway 11             | Buras             | LA | 70041-5105 | 504-657-6333 |
| Scott Kojis             | Scott's Ace Hardware, Inc.          | 1193 Highway 29 E            | Bunkie            | LA | 71322-4019 | 318-346-4984 |
| Laurence F Gillio Jr    | JELA North Shore, Inc.              | 1037 Robert Blvd             | Slidell           | LA | 70458-2011 | 985-641-1404 |
| Dennis N Stine          | STINE, L.L.C.                       | 29200 Walker South Road      | Walker            | LA | 70785-7903 | 225-667-7209 |
| Dennis Stine            | STINE, L.L.C.                       | 6501 Ambassador Caffery Pkwy | Broussard         | LA | 70518-4978 | 337-837-1045 |
| Justin Rogenmoser       | RJS Supply, L.L.C.                  | 5949 US Highway 167 N        | Winnfield         | LA | 71483-5004 | 318-648-9199 |
| Lance D Butler          | BUTLER MANAGEMENT LLC               | 8889A Sullivan Rd            | Baton Rouge       | LA | 70818-5202 | 225-261-3021 |
| Thomas Wood             | MARY'S FRENCH QUARTER HARDWARE, LLC | 732 N Rampart St             | New Orleans       | LA | 70116-3067 | 504-529-4465 |
| William D Boyd          | GOODWOOD HARDWARE, LLC              | 7539 Jefferson Hwy           | Baton Rouge       | LA | 70806-8308 | 225-926-0040 |
| Zachary E. Zillner      | MANDEVILLE HARDWARE AND BUILDING    | 2445 Florida St              | Mandeville        | LA | 70448-3512 | 985-626-3113 |
| Michael Pierce          | GULF SOUTH LUMBER & HARDWARE, L.L.C | 1602 Court A Bleau           | Arnaudville       | LA | 70512      | 337-754-5189 |
| Zachary E. Zillner      | Madisonville Hardware & Building    | 408 Covington St             | Madisonville      | LA | 70447-9686 | 985-845-1017 |
| David W Spears          | Kentwood Hardware & Supply, LLC     | 901 3rd St                   | Kentwood          | LA | 70444-2901 | 985-229-7500 |
| Ernie Voisin            | Scott's Hometown Hardware, L.L.C.   | 1101 Highway 90 E            | Morgan City       | LA | 70380-5161 | 985-395-2250 |
| Cody W. Vidrine         | Rayne Ace Hardware, LLC             | 1403 Boulevard               | Rayne             | LA | 70578      | 337-393-2095 |
| Renee Broussard         | Guidry's Hardware & Supply, Inc.    | 5633 Cameron St              | Scott             | LA | 70583-5200 | 337-232-2141 |
| Renee Broussard         | Guidry's Hardware & Supply, Inc.    | 1818 Jefferson St            | Lafayette         | LA | 70501-8516 | 337-234-5255 |
| Joey Thibodeaux         | Donaldsonville Hardware, L.L.C.     | 301 Railroad Ave             | Donaldsonville    | LA | 70346-2529 | 225-473-3797 |
| Albert G. Braswell, Jr. | Budget Build Lumber & Supply,       | 2204 EE Wallace Boulevard    | Ferriday          | LA | 71334      | 318-757-8482 |
| Amin Lakhani            | A & A Kinder Hardware, LLC          | 219 N 8th St                 | Kinder            | LA | 70648-3634 | 337-739-2941 |
| Zachary E. Zillner      | DMI, LLC                            | 8594 LA-23                   | Belle Chasse      | LA | 70037      | 504-394-4470 |
| Ernie Voisin            | Swampland Supply, L.L.C.            | 900 Utah St                  | Berwick           | LA | 70342-2600 | 985-384-5073 |
| Amin Lakhani            | Westwood Hardware, LLC              | 2365 Westwood Rd             | Westlake          | LA | 70669-2700 | 337-513-4666 |
| Matthew Skaer           | JASSELS, LLC                        | 4419 Transcontinental Dr     | Metairie          | LA | 70006-2131 | 504-888-8588 |
| David Ross Clement      | Hammond Ace Hardware L.L.C.         | 125 N Morrison Blvd          | Hammond           | LA | 70401-2937 | 985-951-3777 |
| Jay Kolewaski           | 4Skis LLC                           | 4001 E Texas St              | Bossier City      | LA | 71111-2923 | 318-459-7445 |
| Ernie Voisin            | J.E.K. Hardware LLC                 | 1968 Ormond Blvd             | Destrehan         | LA | 70047-3804 | 985-725-0514 |
| Michael Noel            | Ace Hardware DA LLC                 | 17235 Highway 90 Ste E       | Des Allemands     | LA | 70030-4305 | 985-758-7071 |
| Richard Stine           | Stine, L.L.C.                       | 801 N 8th St                 | Eunice            | LA | 70535-2317 | 337-457-3077 |
| Isra Thames             | IBT Supply LLC                      | 1012 Main St                 | Franklin          | LA | 70538-4317 | 337-828-5630 |
| Matt Bridges            | 3B Hardware, Inc                    | 9092 US-165                  | Sterlington       | LA | 71280      | 318-665-0001 |

| Owner Name                  | Legal Name                          | Street                    | City             | St | Zip Code   | Phone #      |
|-----------------------------|-------------------------------------|---------------------------|------------------|----|------------|--------------|
| Michael Moynihan            | MOYNIHAN-NORTH READING LUMBER INC.  | 164 Chestnut St           | North Reading    | MA | 01864-2710 | 978-664-3310 |
| Rocco J Falcone             | ROCKY'S HARDWARE, INC.              | 50 Island Pond Rd         | Springfield      | MA | 01118-1027 | 413-781-0350 |
| Rocco J Falcone             | ROCKY'S HARDWARE, INC.              | 28 N Main St              | East Longmeadow  | MA | 01028-2321 | 413-525-4224 |
| Rocco J Falcone             | ROCKY'S HARDWARE, INC.              | 10 Springfield St         | Agawam           | MA | 01001-1522 | 413-786-6776 |
| Greg Jardi                  | AMESBURY INDUSTRIAL SUPPLY COMPANY  | 24 High St                | Amesbury         | MA | 01913-2422 | 978-388-1313 |
| Richard Battistoni          | INTERSTATE BUILDING SUPPLIES INC.   | 635 College Hwy           | Southwick        | MA | 01077-9433 | 413-569-5525 |
| John Sousa                  | A-1 HARDWARE                        | 3017 County St            | Somerset         | MA | 02726-3922 | 508-675-7122 |
| Theodore Hawkes             | PARK AVENUE MARKET-ACE HARDWARE, IN | 46 Park Ave               | South Weymouth   | MA | 02190-2523 | 781-335-3338 |
| Charles Vandini             | NORTH PLYMOUTH HARDWARE, INC.       | 304 Court St              | Plymouth         | MA | 02360-4339 | 508-746-0120 |
| Edgar Simoneau              | ONSET VILLAGE HARDWARE              | 227 Onset Ave             | Onset            | MA | 02558      | 508-295-0020 |
| Paul Botello                | BOTELLO LUMBER CO., INC.            | 26 Bowdoin Rd             | Mashpee          | MA | 02649-3007 | 508-477-3132 |
| Richard Sena                | IRVINGS HOME CENTER, INC.           | 10 N Main St              | Brockton         | MA | 02301-3907 | 508-583-4421 |
| Jeff Dewhurst               | DEWHURST LUMBER CO., INC.           | 215 Bedford St            | East Bridgewater | MA | 02333-1901 | 508-378-2711 |
| Al Pacheco                  | INMAN SQUARE HARDWARE, INC.         | 1337 Cambridge St         | Cambridge        | MA | 02139-1340 | 617-491-3405 |
| John Wheatley III           | R. W. SHATTUCK AND COMPANY, INC.    | 24 Mill St                | Arlington        | MA | 02476-4700 | 781-643-0114 |
| Jeff Caligari               | E. CALIGARI & SON, INC.             | 224 Housatonic St         | Lenox            | MA | 01240-2552 | 413-637-0488 |
| Rocco J Falcone             | ROCKY'S HARDWARE, INC.              | 1381 Liberty St           | Springfield      | MA | 01104-1170 | 413-781-0578 |
| Josef Porteleki             | ROSLINDALE HARDWARE & SUPPLY CO., I | 4407 Washington St        | Roslindale       | MA | 02131-3406 | 617-323-8639 |
| Kenneth Fernandes           | FERNANDES LUMBER, INC.              | 299 Depot St              | South Easton     | MA | 02375-1535 | 508-238-3651 |
| Lauren Murphy               | WOODSIDE HARDWARE CO., INC.         | 65 Main St                | Winthrop         | MA | 02152-2715 | 617-846-2141 |
| Thomas Mc Nulty             | HINGHAM LUMBER COMPANY BUSINESS TRU | 165 Chf Justice Cushng Hw | Cohasset         | MA | 02025      | 781-749-4200 |
| Michael Moynihan            | MOYNIHAN LUMBER OF BEVERLY, INC.    | 82 River St               | Beverly          | MA | 01915-4223 | 978-927-0032 |
| Neil Sargent                | GEORGE L. MOISON CO., INC.          | 143 Main St               | Groton           | MA | 01450-1272 | 978-448-6792 |
| Cosimo Caccavo              | COSIMO G. CACCAVO                   | 770 Broadway              | Raynham          | MA | 02767-5271 | 508-822-5527 |
| Rocco J Falcone             | ROCKY'S HARDWARE, INC.              | 442 Center St             | Ludlow           | MA | 01056-2781 | 413-589-0991 |
| George Stamat               | HARDWARE CITY, INC.                 | 656 Centre St             | Jamaica Plain    | MA | 02130-2584 | 617-983-5466 |
| Douglas Hamshaw             | HAMSHAW LUMBER, INC.                | 68 New Athol Road - Rt 2a | Orange           | MA | 01364-9617 | 978-544-8211 |
| William Krum D.             | EASTHAM HARDWARE, INC.              | 4205 State Hwy            | Eastham          | MA | 02642-2165 | 508-255-7155 |
| Rocco J Falcone             | ROCKY'S HARDWARE INC.               | 2 Free St                 | Westfield        | MA | 01085-3004 | 413-568-9251 |
| Clifton Elliott             | ESSEX COUNTY CO-OPERATIVE           | 146 S Main St             | Topsfield        | MA | 01983-1821 | 978-887-2309 |
| Allan Houle                 | WINER BROTHERS, INC.                | 86 Lafayette St           | Salem            | MA | 01970-3625 | 978-744-0780 |
| Richard Taylor              | TAYLOR LUMBER AND OIL CO. INC.      | 2075 Ocean St             | Marshfield       | MA | 02050-3147 | 781-834-7921 |
| Rocco J Falcone             | ROCKY'S HARDWARE, INC.              | 487 Newton St             | South Hadley     | MA | 01075-2017 | 413-538-8327 |
| Senneth Berrier             | ATV, INC.                           | 210 Main St               | Acton            | MA | 01720-3640 | 978-263-7754 |
| Rocco Falcone               | ROCKY'S HARDWARE, INC.              | 25 Conklin Dr             | Randolph         | MA | 02368-4000 | 781-961-9117 |
| Rocco Falcone               | ROCKY'S HARDWARE, INC.              | 813 Main St               | Millis           | MA | 02054-1605 | 508-376-9524 |
| Rocco Falcone               | ROCKY'S HARDWARE, INC.              | 50 Peters St              | North Andover    | MA | 01845-5029 | 978-794-8571 |
| Rocco Falcone               | ROCKY'S HARDWARE, INC.              | 295 Pulaski Blvd          | Bellingham       | MA | 02019-2425 | 508-883-2068 |
| Rocco Falcone               | ROCKY'S HARDWARE, INC.              | 203 Sudbury Rd            | Concord          | MA | 01742-3498 | 978-369-5181 |
| Douglas Hart                | L. R. HART HARDWARE, INC.           | 442 Main St               | Wakefield        | MA | 01880-3320 | 781-245-0989 |
| Albert Symes                | SPARTAN PAINT & SUPPLY CO., INC.    | 444 Main St               | Stoneham         | MA | 02180-2606 | 781-438-5555 |
| George J Star Marital Trust | STAR SALES & DISTRIBUTING CORP.     | 29 Commerce Way           | Woburn           | MA | 01801-1005 | 781-933-8830 |
| David Chaisson              | STADLER HARDWARE INC.               | 3 Stadler St              | Belchertown      | MA | 01007-9448 | 413-323-4521 |
| Rocco Falcone               | ROCKY'S HARDWARE, INC.              | 14 Mattakesett St         | Pembroke         | MA | 02359-2201 | 781-293-0560 |
| Rocco Falcone               | ROCKY'S HARDWARE, INC.              | 261 W Main St             | Northborough     | MA | 01532-1847 | 508-393-5428 |
| Rocco Falcone               | ROCKY'S HARDWARE, INC.              | 19 Washington St          | Canton           | MA | 02021-4001 | 781-821-3012 |
| Jessica Bettencourt         | KLEM TRACTOR, INC.                  | 117 W Main St             | Spencer          | MA | 01562-2623 | 508-885-2708 |
| Rocco Falcone               | ROCKY'S HARDWARE, INC.              | 1702 President Ave        | Fall River       | MA | 02720-7148 | 508-673-9433 |
| Glenn Finkelstein           | GE Supply, LLC                      | 146 S Main St             | Milford          | MA | 01757-3289 | 508-634-3339 |
| David Marshall              | THE NEIGHBORHOOD HARDWARE GROUP, IN | 743 Massachusetts Ave     | Cambridge        | MA | 02139-3303 | 617-876-8310 |
| David Marshall              | THE NEIGHBORHOOD HARDWARE GROUP, IN | 470 Tremont St            | Boston           | MA | 02116-6309 | 617-426-7525 |
| David Marshall              | THE NEIGHBORHOOD HARDWARE GROUP, IN | 1920 Beacon St            | Brighton         | MA | 02135-7701 | 617-734-6440 |
| Richard Schwartz            | RICKLES HARDWARE CORP.              | 1756 S Main St            | Fall River       | MA | 02724-2171 | 508-674-3514 |
| Glenn Finkelstein           | GE SUPPLY LLC                       | 593 American Legion Hwy   | Westport         | MA | 02790-4129 | 508-636-8853 |
| Rocco Falcone               | ROCKY'S HARDWARE, INC.              | 653 Main St               | Walpole          | MA | 02081-3717 | 508-660-1695 |
| Rocco Falcone               | ROCKY'S HARDWARE, INC.              | 22 John Fitch Hwy         | Fitchburg        | MA | 01420-5902 | 978-343-4700 |
| John Gurnon                 | CHARLES ST. SUPPLY CO.              | 54 Charles St             | Boston           | MA | 02114-4655 | 617-367-9046 |
| Senneth Berrier             | ATV, INC.                           | 527 Groton Rd             | Westford         | MA | 01886-1146 | 978-692-0774 |
| David Marshall              | THE NEIGHBORHOOD HARDWARE GROUP, IN | 150 Main St               | Falmouth         | MA | 02540-2758 | 508-548-0407 |
| Glenn Finkelstein           | GE SUPPLY LLC                       | 661 Dartmouth St          | Dartmouth        | MA | 02748-3006 | 508-991-5500 |
| Rocco J Falcone             | ROCKY'S HARDWARE, INC.              | 1583 N Main St            | Palmer           | MA | 01069-1217 | 413-283-2840 |
| Neil Sargent                | MOISON ACE HARDWARE OF BEDFORD, LLC | 297 Great Rd              | Bedford          | MA | 01730-2802 | 781-275-6792 |
| Walter S Spokowski          | MARINE LUMBER OPERATOR, INC.        | 134 Orange St             | Nantucket        | MA | 02554-4018 | 508-228-0900 |
| Walter S Spokowski          | MARINE LUMBER OPERATOR, INC.        | 1305 Rte 28               | South Yarmouth   | MA | 02664-4453 | 508-398-3691 |
| Walter S Spokowski          | MARINE LUMBER OPERATOR, INC.        | 267 Cotuit Rd             | Sandwich         | MA | 02563-5101 | 508-477-2502 |
| Jeffery N Rogers            | CONWELL ENTERPRISES INC.            | 21 Conwell Street         | Provincetown     | MA | 02657-1534 | 508-487-0150 |
| Jeffrey Baars               | WYSPEN CORPORATION                  | 9 Austin St               | Charlestown      | MA | 02129-3502 | 617-241-5223 |
| Rocco J Falcone             | ROCKY'S HARDWARE, INC.              | 160 Reservoir Street      | Holden           | MA | 01520-1270 | 508-210-0647 |
| George A Drew               | DREW HARDWARE, LLC                  | 1361 Main St              | Hanson           | MA | 02341-1502 | 781-293-6344 |
| Glenn Finkelstein           | GE SUPPLY LLC                       | 2290 State Rd             | Plymouth         | MA | 02360      | 508-833-4400 |
| Rocco J Falcone             | ROCKY'S HARDWARE, INC.              | 209 Huttleston Ave        | Fairhaven        | MA | 02719-1956 | 774-202-3384 |
| Allan Houle                 | MANCHESTER HARDWARE, INC.           | 35 Beach St               | Manchester       | MA | 01944-1547 | 978-526-4000 |
| Paul G Fox                  | PAUL G. FOX, INC.                   | 181 Route 137             | Harwich          | MA | 02645-1360 | 508-432-3669 |
| Glenn Finkelstein           | GE Supply, LLC                      | 1 Phillips St             | Westborough      | MA | 01581-1940 | 508-836-3622 |
| Senneth Berrier             | ATV, Inc.                           | 353 Watertown St          | Newton           | MA | 02458-1329 | 617-244-4580 |
| Glenn Finkelstein           | GE Supply, LLC                      | 33 W Main St              | Norton           | MA | 02766-2711 | 508-622-0316 |

| Owner Name               | Legal Name                          | Street                     | City             | St | Zip Code   | Phone #      |
|--------------------------|-------------------------------------|----------------------------|------------------|----|------------|--------------|
| Rocco Falcone            | Rocky's Hardware, Inc.              | 208 S Main St              | Middleton        | MA | 01949-2450 | 978-624-7694 |
| Jeffrey N Rogers         | Conwell Enterprises, Inc.           | 70 Andrew Ave              | Wayland          | MA | 01778-1824 | 508-358-0155 |
| John L. Wheatley III     | R.W. Shattuck and Company, Inc.     | 327 Woburn St              | Lexington        | MA | 02420-2306 | 781-863-0100 |
| Senneth Berrier          | ATV, Inc.                           | 29 White St                | Cambridge        | MA | 02140-1413 | 617-868-7711 |
| David Marshall           | The Neighborhood Hardware Group, In | 22 Harvard Ave             | Allston          | MA | 02134-1706 | 617-782-5131 |
| Charles Stout            | S & S Lumber, Inc.                  | 110 Main St                | North Reading    | MA | 01864-2230 | 978-664-5757 |
| Senneth Berrier          | ATV, Inc.                           | 224 Littleton Rd           | Westford         | MA | 01886-3513 | 978-692-3346 |
| Jeffrey Baars            | Stelmo Corporation                  | 65 Winn St                 | Woburn           | MA | 01801-2866 | 781-933-2021 |
| Lauren Baskin            | Baskin's Hardware, Inc.             | 10 S Orleans Rd            | Orleans          | MA | 02653-2402 | 508-255-6565 |
| Lauren Baskin            | Baskin's Hardware, Inc.             | 23 Whites Path             | South Yarmouth   | MA | 02664-1221 | 508-760-2064 |
| Lauren Baskin            | Baskin's Hardware, Inc.             | 2 Post Office Sq           | Harwich Port     | MA | 02646-1822 | 508-432-1113 |
| Lauren Baskin            | Baskin's Hardware, Inc.             | 850 Route 134              | South Dennis     | MA | 02660-2504 | 508-385-3999 |
| James Baskin             | Brewster Hardware Store, Inc.       | 2632 Main St               | Brewster         | MA | 02631-1958 | 508-896-6610 |
| Jeffrey D. Salk          | Salk's of Seekonk, LLC              | 96 Taunton Ave             | Seekonk          | MA | 02771-6136 | 401-229-2700 |
| Rocco J Falcone          | Rocky's Hardware, Inc.              | 17 Central Ave             | Seekonk          | MA | 02771-4170 | 508-639-5932 |
| David Marshall           | The Neighborhood Hardware Group, In | 20 Main St                 | Topsfield        | MA | 01983-1831 | 978-887-2343 |
| Rocco J. Falcone         | Rocky's Hardware, Inc.              | 393 Chandler St            | Worcester        | MA | 01602-3329 | 774-420-2688 |
| Jeremiah O'Connor        | J.P. O'Connor Hardware, INC.        | 446 Boston Rd              | Billerica        | MA | 01821-2714 | 978-663-3520 |
| Gerard Joseph DiGiovanni | Hills Crossing LLC                  | 280 Blanchard Rd           | Belmont          | MA | 02478-4006 | 617-489-0250 |
| John Wheatley III        | R.W. Shattuck and Company, INC.     | 231 Main St                | Hyannis          | MA | 02601-4001 | 508-775-0620 |
| William Koziera          | Ace Pittsfield, Inc.                | 850 Crane Ave              | Pittsfield       | MA | 01201-1710 | 413-442-7846 |
| Glenn Finkelstein        | GE Supply, LLC                      | 681 Falmouth Rd            | Mashpee          | MA | 02649-3327 | 774-361-0550 |
| Peter Kelly              | Lunt & Kelly, Inc.                  | 163 State St               | Newburyport      | MA | 01950-6635 | 978-462-2951 |
| Kevin Ryan               | Fells Hardware, Inc.                | 654 Main St                | Winchester       | MA | 01890-1906 | 781-729-0902 |
| Daniel P Gibbons         | Fresh Paint and Wallcovering LLC    | 262 Main St                | Wilmington       | MA | 01887-2342 | 978-657-6161 |
| Rocco J Falcone          | Rocky's Hardware, Inc               | 98 Main St                 | Medway           | MA | 02053-1801 | 508-321-1630 |
| Karl Smith               | F & S Hardware Inc.                 | 70 Atlantic Ave            | Marblehead       | MA | 01945-3042 | 781-639-2257 |
| Douglas Hamshaw          | Hamshaw Lumber, Inc.                | 16 Elm St                  | South Deerfield  | MA | 01373-1006 | 413-665-8881 |
| Douglas Hamshaw          | Hamshaw Lumber, Inc.                | 1123 Bernardston Rd        | Greenfield       | MA | 01301-1164 | 413-774-6311 |
| Douglas Hamshaw          | Hamshaw Lumber, Inc.                | 150 College St             | Amherst          | MA | 01002-2308 | 413-253-3411 |
| Douglas Hamshaw          | Hamshaw Lumber, Inc.                | 99 S Barre Rd              | Barre            | MA | 01005-8827 | 978-355-3411 |
| John Wheatley III        | R.W. Shattuck and Company, Inc      | 1298 Massachusetts Ave     | Arlington        | MA | 02476-4125 | 781-643-1900 |
| Paul G Fox               | Paul G. Fox, Inc.                   | 624 Main St                | Chatham          | MA | 02633-2203 | 508-945-0107 |
| David Marshall           | The Neighborhood Hardware Group, In | 1641 Beacon St             | Waban            | MA | 02468-1512 | 617-244-4566 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 34 Pearson Blvd            | Gardner          | MA | 01440-3910 | 978-630-4500 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 26 High St                 | Clinton          | MA | 01510-2907 | 978-365-4500 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 118 E Main St Ste 7        | Webster          | MA | 01570-1710 | 508-949-2500 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 168 Northampton St         | Easthampton      | MA | 01027-1020 | 413-529-9494 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 182 Summer St., Ste 11     | Kingston         | MA | 02364-1277 | 781-585-2009 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 265 E Central St           | Franklin         | MA | 02038-1317 | 508-528-8484 |
| Glenn Finkelstein        | GE Supply, LLC                      | 352 Bedford St             | Lakeville        | MA | 02347-2107 | 508-947-5263 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 529 State Rd               | Plymouth         | MA | 02360-5110 | 508-224-1492 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 10 Merchants Way Ste C     | Middleboro       | MA | 02346-1843 | 508-947-4531 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 351 Mohawk Trl             | Shelburne Falls  | MA | 01370-8501 | 413-625-6100 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 487 E Main St              | Southbridge      | MA | 01550-2929 | 508-764-7500 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 3872 Falmouth Rd           | Marstons Mills   | MA | 02648-1855 | 508-428-7100 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 2 Montello St              | Carver           | MA | 02330-1026 | 508-866-7000 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 700 Main St Ste 6          | Great Barrington | MA | 01230-2016 | 413-528-2900 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 137 Marion Rd              | Wareham          | MA | 02571-1423 | 508-295-2123 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 233 Lincoln Ave            | Haverhill        | MA | 01830-6738 | 978-373-0068 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 4 Barlows Landing Rd       | Pocasset         | MA | 02559-1980 | 508-564-5161 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 600 Main St                | Williamstown     | MA | 01267-2611 | 413-458-3000 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 114 County Rd              | Ipswich          | MA | 01938-2501 | 978-312-2100 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 50 Enon St                 | Beverly          | MA | 01915-1139 | 978-927-1320 |
| William E Aubuchon IV    | W. E. Aubuchon Co., Inc.            | 1271 Washington St         | Hanover          | MA | 02339-1630 | 781-826-8250 |
| William E Aubuchon IV    | W. E. Aubuchon Co., Inc.            | 370 Copeland St            | Quincy           | MA | 02169-4030 | 617-472-8250 |
| Rocco J Falcone          | Rocky's Hardware, Inc               | 231 Gloucester Crossing Rd | Gloucester       | MA | 01930-2282 | 978-283-8223 |
| Rocco J Falcone          | Rocky's Hardware, Inc               | 3 Station Sq               | Rockport         | MA | 01966-1474 | 413-241-5218 |
| Glenn Finkelstein        | GE Supply, LLC.                     | 65 Copeland Dr             | Mansfield        | MA | 02048-1297 | 508-618-5838 |
| Samuel Briguglio         | Apple Meadow Co, Inc.               | 10 Elm St                  | Townsend         | MA | 01469-1463 | 978-597-5597 |
| Brian C Smith            | F.N. SMITH HARDWARE, LLC            | 3803 Norrisville Rd        | Jarrettsville    | MD | 21084-1421 | 410-692-5105 |
| Daniel Lewis             | ODENTON HARDWARE, INC.              | 8380 Piney Orchard Pkwy    | Odenton          | MD | 21113-1538 | 410-674-5222 |
| Sarah Lund Miller        | BRYANS ROAD BUILDING & SUPPLY CO.,  | 3060 Livingston Rd         | Bryans Road      | MD | 20616-4212 | 301-283-6081 |
| Maurice Hart JR          | BRADLEY HARDWARE, INC               | 6930 Arlington Rd          | Bethesda         | MD | 20814-5206 | 301-654-5688 |
| David Sneade             | SNEADE'S ACE HOME CENTER, INC.      | 1750 Prosper Ln            | Owings           | MD | 20736-4002 | 410-257-2963 |
| John Ward                | N & S RENTALS, INC.                 | 19600 Frederick Rd         | Germantown       | MD | 20876-1306 | 301-428-3200 |
| Abby Gearhart            | GREEN'S HOME CENTER, INC.           | 1706 Old Liberty Rd W      | Westminster      | MD | 21157-7949 | 410-875-2660 |
| J Michael Cottingham     | Rommel Chesapeake, Inc.             | 6807 Coastal Hwy           | Ocean City       | MD | 21842-2944 | 410-524-2300 |
| J Michael Cottingham     | ROMMEL HOLDINGS, INC.               | 574 Ritchie Hwy            | Severna Park     | MD | 21146-2951 | 410-544-0330 |
| J Michael Cottingham     | ROMMEL HOLDINGS, INC.               | 121 W College Ave          | Salisbury        | MD | 21804-6961 | 410-742-2127 |
| J Michael Cottingham     | ROMMEL HOLDINGS, INC.               | 802 Woods Rd               | Cambridge        | MD | 21613-9471 | 410-228-9391 |
| J Michael Cottingham     | ROMMEL HOLDINGS, INC.               | 364 Thompson Creek Mall    | Stevensville     | MD | 21666-2500 | 410-643-7702 |
| Gregory Phelps           | PHELPS COMPANY INC.                 | 1312 S Main St Ste 7       | Mount Airy       | MD | 21771-5373 | 301-829-0808 |
| David Sneade             | SNEADE'S ACE HOME CENTER, INC       | 11861 Hg Trueman Rd        | Lusby            | MD | 20657-2870 | 410-326-3222 |
| Charles Sposato          | BAY ACE HARDWARE, INC.              | 23 W Main St               | Rising Sun       | MD | 21911-1857 | 410-658-1000 |
| James Ernest W Strong    | CHESTERTOWN LUMBER CO., LLC         | 805 Washington Ave         | Chestertown      | MD | 21620-1003 | 410-810-9080 |

| Owner Name            | Legal Name                          | Street                              | City            | St | Zip Code   | Phone #      |
|-----------------------|-------------------------------------|-------------------------------------|-----------------|----|------------|--------------|
| Janna Naylor          | A.D. NAYLOR & CO., INC.             | 32 S 3rd St                         | Oakland         | MD | 21550-1523 | 301-334-3923 |
| Janna Naylor          | A.D. NAYLOR & CO., INC.             | 1350 W Industrial Blvd              | Cumberland      | MD | 21502-4461 | 301-777-9101 |
| J Michael Cottingham  | ROMMEL HOLDINGS, INC.               | 4231 Ebenezer Rd                    | Baltimore       | MD | 21236-2141 | 410-256-1913 |
| Gina M Schaefer       | The Cool Hardware Company, Inc.     | 1214 Light St                       | Baltimore       | MD | 21230-4306 | 410-244-5910 |
| Marc Friedman         | The Cool Hardware Company, Inc.     | 601 E Homestead St                  | Baltimore       | MD | 21218-3557 | 443-627-8893 |
| Gina M Schaefer       | The Cool Hardware Company, Inc.     | 7001 Carroll Ave                    | Takoma Park     | MD | 20912-4429 | 240-839-5170 |
| Gina M Schaefer       | The Cool Hardware Company, Inc.     | 1022 Binney St                      | Baltimore       | MD | 21224      | 410-327-0404 |
| John Price            | Price & Gannon, Inc.                | 2448 Centreville Rd                 | Centreville     | MD | 21617-2802 | 410-758-0730 |
| John Price            | JBK Hardware, Inc.                  | 18 Washington Square Shopping Cente | Chestertown     | MD | 21620      | 410-778-9600 |
| Melissa Wade          | Bubbasam, LLC                       | 1320 Cape St Claire Rd.             | Annapolis       | MD | 21409-5216 | 410-757-0797 |
| James Streett         | Fallston Markets of Maryland, Inc.  | 2315 Bel Air Rd                     | Fallston        | MD | 21047-2740 | 410-877-3392 |
| Craig E Mayne         | Cousin's Hardware Inc.              | 215 N Church St                     | Thurmont        | MD | 21788-1639 | 301-271-2551 |
| Michael J Costello    | Bellmore Home Center, Inc.          | 7936 Crain Hwy S                    | Glen Burnie     | MD | 21061-4932 | 410-969-5050 |
| Michael J Costello    | Bellmore Home Center, Inc.          | 4167 Mountain Rd                    | Pasadena        | MD | 21122-4455 | 410-437-4300 |
| Michael J Costello    | Bellmore Home Center, Inc.          | 89 Central Ave W                    | Edgewater       | MD | 21037-2620 | 410-956-6811 |
| Maurice W Hart III    | Kensington Hardware, Inc.           | 10504 Connecticut Ave               | Kensington      | MD | 20895-2426 | 301-933-2207 |
| Michael J. Costello   | Bellmore Home Center, INC.          | 2729 Fallston Rd                    | Fallston        | MD | 21047-1307 | 410-692-2227 |
| Michael J. Costello   | Bellmore Home Center, INC.          | 6 N Bond St                         | Bel Air         | MD | 21014-3531 | 410-838-5161 |
| Dion Enright          | Ace of Eastern Shore, Inc           | 11718 Somerset Ave                  | Princess Anne   | MD | 21853-1239 | 410-651-0422 |
| Dion Enright          | Ace of Eastern Shore, Inc           | 201 Hearne Ave                      | Pocomoke City   | MD | 21851-1106 | 410-957-2010 |
| Michael Costello      | Bellmore Home Center, Inc.          | 10912 York Rd. Ste 100              | Cockeysville    | MD | 21030-2257 | 410-785-1300 |
| Gina A Schaefer       | The Cool Hardware Company, Inc.     | 815 Wayne Ave                       | Silver Spring   | MD | 20910-4427 | 301-565-9150 |
| David Sneade          | Sneade's Ace Home Center, INC.      | 30314 Triangle Dr                   | Charlotte Hall  | MD | 20622-4103 | 301-884-0300 |
| David Sneade          | Sneade's Ace Home Center, INC.      | 40845 Merchants Lane Ste 240        | Leonardtown     | MD | 20650      | 301-475-5800 |
| Michael Costello      | Bellmore Home Center, Inc.          | 6655 Crain Hwy                      | La Plata        | MD | 20646-4287 | 301-934-3200 |
| Peter Anderson        | Ace Of Boonsboro, LLC               | 6720 Old National Pike              | Boonsboro       | MD | 21713-2721 | 301-799-7070 |
| Maurice W Hart III    | M & M Acquisitions, LLC             | 10110 River Rd                      | Potomac         | MD | 20854-4903 | 301-299-6333 |
| William E Aubuchon IV | W.E. Aubuchon Co., Inc.             | 3801 Sandy Spring Rd                | Burtonsville    | MD | 20866-1138 | 301-421-1900 |
| William E Aubuchon IV | W.E. Aubuchon Co., Inc.             | 40 Souder Rd                        | Brunswick       | MD | 21716-1245 | 301-969-0107 |
| Joseph Jeffries       | Westlake Hardware, Inc.             | 10325 Baltimore National Pike       | Ellicott City   | MD | 21042-7103 | 410-465-9633 |
| Joseph Jeffries       | Westlake Hardware, Inc.             | 8895 McGaw Rd                       | Columbia        | MD | 21045-4746 | 410-465-0500 |
| Jamie A Maloney       | Bellmore Home Center, Inc.          | 1633 Crofton Ctr                    | Crofton         | MD | 21114-1318 | 410-757-0199 |
| Jared Littmann        | The Hardware House, Inc.            | 912 Forest Dr                       | Annapolis       | MD | 21403-1756 | 410-268-3939 |
| J Michael Cottingham  | Rommel Chesapeake, Inc.             | 5811 Chesapeake Villa Rd            | Rock Hall       | MD | 21661-1538 | 410-639-7014 |
| Scott Eldredge        | ELDREDGE LUMBER & HARDWARE, INC.    | 627 US Route 1                      | York            | ME | 03909-1641 | 207-363-2004 |
| Frederick G Crowe     | WHEATON & MCLAUGHLIN, INC.          | 123 Main St                         | Princeton       | ME | 04668-3306 | 207-796-5128 |
| James Ryder           | THE RZR COMPANY, INC.               | 3533 Atlantic Hwy                   | Waldoboro       | ME | 04572-6026 | 207-832-4481 |
| William Chandler      | COASTAL HARDWARE, INC.              | 914 Route 1                         | Yarmouth        | ME | 04096-6925 | 207-846-3861 |
| Everett Spear         | EVERETT L. SPEAR, INC.              | 10 Payne Ave                        | Rockland        | ME | 04841-2118 | 207-594-4331 |
| Kelly Ann E Mercier   | Guild's Country Hardware, LLC       | 1739 Federal Rd                     | Livermore       | ME | 04253-4217 | 207-897-4617 |
| Benjamin Hussey       | HUSSEY'S GENERAL STORE              | 510 Ridge Rd                        | Windsor         | ME | 04363-3526 | 207-445-2511 |
| Frederick Brown       | F.T. BROWN COMPANY                  | 106 Main Street                     | Northeast Harbr | ME | 04662      | 207-276-3329 |
| John Oddy             | C & K Hardware Inc                  | 45 Portland Rd                      | Kennebunk       | ME | 04043-6660 | 207-985-6000 |
| Crystal A Carrier     | CALAIS HARDWARE & HOME CENTER, INC. | 295 North St                        | Calais          | ME | 04619-1214 | 207-454-2309 |
| John Petrocelli       | MINOT AVENUE ACE HARDWARE, INC.     | 965 Minot Ave                       | Auburn          | ME | 04210-3741 | 207-783-0433 |
| Clayton Kyle          | MAINE HARDWARE, LLC                 | 274 Saint John St                   | Portland        | ME | 04102-3019 | 207-773-5604 |
| Gary Vaillancourt     | VAILLANCOURT BUILDING SUPPLY, INC.  | 525 Main St                         | Van Buren       | ME | 04785-1428 | 207-868-2254 |
| Scott W Eldredge      | ELDREDGE LUMBER & HARDWARE, INC.    | 145 Presumpscot St                  | Portland        | ME | 04103-5201 | 207-770-3004 |
| Kathryn J Dobrowolski | FALMOUTH HARDWARE. LLC              | 215 US Rte 1                        | Falmouth        | ME | 04105-1325 | 207-210-6680 |
| Troy Plummer          | PLUMMER'S HARDWARE, LLC             | 42 Central Ave                      | Limerick        | ME | 04048-3212 | 207-793-2040 |
| Troy Plummer          | PLUMMER'S HARDWARE, LLC             | 1009A Main St                       | Waterboro       | ME | 04087-3102 | 207-247-4397 |
| Troy Plummer          | PLUMMER'S HARDWARE, LLC             | 241 Parker Farm Rd                  | Buxton          | ME | 04093-3244 | 207-727-3113 |
| Daniel R Johnson      | Oak Hill Ace Hardware, Inc.         | 29 Gorham Rd                        | Scarborough     | ME | 04074-9502 | 207-883-5058 |
| Daniel R Johnson      | Oak Hill Ace Hardware, Inc.         | 636 US Route 1                      | Scarborough     | ME | 04074-9700 | 207-883-0101 |
| Alan White            | The Island Employee Cooperative, In | 3 Burnt Cove Rd                     | Stonington      | ME | 04681-3301 | 207-367-5570 |
| Rocco J Falcone       | Rocky's Hardware, Inc.              | 55 Congress Ave                     | Bath            | ME | 04530-1536 | 207-443-6089 |
| Aaron Sleeper         | Aaron Sleeper                       | 183 Ossipee Trl                     | Limington       | ME | 04049-3702 | 207-637-2701 |
| Tom Tillson           | H.L. Tillson & Company              | 11 Main St                          | Dexter          | ME | 04930-1374 | 207-924-7359 |
| Tom Tillson           | H.L. Tillson & Company              | 2402 Route 2                        | Hermon          | ME | 04401-0666 | 207-848-2500 |
| Daniel P Craffey      | Gray Ace Hardware, Inc.             | 19 Portland Rd                      | Gray            | ME | 04039-9431 | 207-657-4204 |
| Troy Plummer          | Plummer's Hardware, LLC             | 57 Main St                          | Gorham          | ME | 04038-1301 | 207-839-4856 |
| Paul Paradis          | Gerald J. Paradis, INC              | 31 Holland Ave                      | Bar Harbor      | ME | 04609-1433 | 207-288-4995 |
| Cyril Drillen         | Drillen Hardware, Inc.              | 460 Cottage Rd                      | South Portland  | ME | 04106-4925 | 207-799-4133 |
| Cyril Drillen         | Drillen Enterprises, Inc.           | 1086 Sabattus St                    | Lewiston        | ME | 04240-1908 | 207-783-4600 |
| Chris Brochu          | Ware-Butler, Inc.                   | 354 Main St                         | Kingfield       | ME | 04947-4107 | 207-265-2231 |
| Chris Brochu          | Ware-Butler, Inc                    | 534 Main St                         | Corinth         | ME | 04427-3275 | 207-285-7977 |
| Chris Brochu          | Ware-Butler, Inc                    | 339 Main St                         | Madison         | ME | 04950-4221 | 207-696-8286 |
| Chris Brochu          | Ware-Butler, Inc                    | 1524 Main rd. Rt. 2                 | Palmyra         | ME | 04965-3235 | 207-825-6240 |
| Chris Brochu          | Ware-Butler, Inc                    | 369 River Rd                        | Mexico          | ME | 04257-1846 | 207-364-9999 |
| Chris Brochu          | Ware-Butler, Inc                    | 35 Bridge St                        | West Enfield    | ME | 04493      | 207-732-3351 |
| Leroy Robinson Jr     | LDRJR, LLC                          | 22 Peck Farm Rd                     | Winthrop        | ME | 04364-1565 | 207-377-2711 |
| Ernie D'Angelo        | Tightline Industries LLC            | 6 Shapleigh Rd                      | Kittery         | ME | 03904-1402 | 207-439-4150 |
| Scott W Eldredge      | Eldredge Lumber & Hardware, Inc.    | 1787 Main St                        | Sanford         | ME | 04073-2448 | 207-490-6304 |
| Rick Gowell           | G Squared Hardware, Inc             | 440 Route 202                       | Greene          | ME | 04236-4241 | 207-376-9985 |
| Chris Brochu          | Ware-Butler, Inc.                   | 38 Lily Bay Rd                      | Greenville      | ME | 04441-3142 | 207-695-2897 |
| Allen Hayes Jr.       | A & B Hayes, Inc.                   | 204 Portland Rd                     | Bridgton        | ME | 04009-4226 | 207-647-3342 |

| Owner Name            | Legal Name                          | Street                    | City           | St | Zip Code   | Phone #      |
|-----------------------|-------------------------------------|---------------------------|----------------|----|------------|--------------|
| Troy Plummer          | Plummer's Hardware, LLC             | 30 Central St             | Westbrook      | ME | 04092-2809 | 207-854-5868 |
| Chris Brochu          | Ware-Butler, Inc                    | 404 Essex St              | Dover Foxcroft | ME | 04426-1316 | 207-564-2751 |
| William E Aubuchon IV | W.E. Aubuchon Co., Inc.             | 1165 Post Rd              | Wells          | ME | 04090-4512 | 207-646-6900 |
| William E Aubuchon IV | W.E. Aubuchon Co., Inc.             | 486 Stillwater Ave        | Old Town       | ME | 04468-2190 | 207-827-7972 |
| William E Aubuchon IV | W.E. Aubuchon Co., Inc.             | 398 Madison Ave           | Skowhegan      | ME | 04976-4229 | 207-474-2566 |
| William E Aubuchon IV | W.E. Aubuchon Co., Inc.             | 535 Maine Ave             | Farmingdale    | ME | 04344-2901 | 207-582-4604 |
| William E Aubuchon IV | W.E. Aubuchon Co., Inc.             | 484 Wilson St             | Brewer         | ME | 04412-1481 | 207-989-5669 |
| William E Aubuchon IV | W.E. Aubuchon Co., Inc.             | 138 Main St               | Norway         | ME | 04268-5643 | 207-743-5072 |
| William E Aubuchon IV | W.E. Aubuchon Co., Inc.             | 499 Roosevelt Trl         | Naples         | ME | 04055-5318 | 207-489-6789 |
| William E Aubuchon IV | W.E. Aubuchon Co., Inc.             | 231 Northport Ave         | Belfast        | ME | 04915-6005 | 207-338-1334 |
| William E Aubuchon IV | W.E. Aubuchon Co., Inc.             | 30 Garland Rd             | Winslow        | ME | 04901-0600 | 207-872-7039 |
| William E Aubuchon IV | W.E. Aubuchon Co., Inc.             | 10 Bangor St              | Augusta        | ME | 04330-4711 | 207-623-9844 |
| William E Aubuchon IV | W.E. Aubuchon Co., Inc.             | 777 Roosevelt Trl         | Windham        | ME | 04062-5341 | 207-892-3909 |
| William E Aubuchon IV | W.E. Aubuchon Co., Inc.             | 528 Wilton Rd             | Farmington     | ME | 04938-6136 | 207-778-5682 |
| William E Aubuchon IV | W.E. Aubuchon Co., Inc.             | 245 W Broadway            | Lincoln        | ME | 04457-4001 | 207-794-6023 |
| William E Aubuchon IV | W.E. Aubuchon Co., Inc.             | 485 Kennedy Memorial Dr   | Waterville     | ME | 04901-4521 | 207-873-3800 |
| William E Aubuchon IV | W.E. Aubuchon Co., Inc.             | 572 Lisbon St             | Lisbon Falls   | ME | 04252-1109 | 207-353-6912 |
| Gary R. Patnode       | Rangeley Lakes Builders Supply Co., | 2742 Main St              | Rangeley       | ME | 04970-4116 | 207-864-5644 |
| Theodore B Barnes II  | ACE BARNES HARDWARE INC             | 2105 W Stadium Blvd       | Ann Arbor      | MI | 48103-4543 | 734-665-7555 |
| Ray Wohlfeil          | WOHLFEIL HARDWARE & TOOLS, INC.     | 5818 State St             | Saginaw        | MI | 48603-3419 | 989-799-0942 |
| Tony Dodick           | GREGOIRE & DODICK ENTERPRISES INC.  | 706 E Midland St          | Bay City       | MI | 48706-4951 | 989-893-3531 |
| Greg White            | ACE HARDWARE & SPORTS, INC.         | 419 E Main St             | Midland        | MI | 48640-5117 | 989-832-8829 |
| Richard Steiger       | STEIGER'S HOME CENTER, INC.         | 1001 E Lead St            | Bessemer       | MI | 49911-1462 | 906-667-0201 |
| Raymond Formosa       | BROOKS LUMBER CO., INC.             | 2200 Trumbull AVE         | Detroit        | MI | 48216-1348 | 313-962-6448 |
| Timm Sahs             | SAHS, INC.                          | 883 N Mill St             | Northport      | MI | 49670-9779 | 231-386-7331 |
| Ned A Hagaman         | QUINCY ACE HARDWARE, LLC            | 1 E Chicago St            | Quincy         | MI | 49082-1101 | 517-639-5325 |
| James White           | ACE HARDWARE & SPORTS, INC.         | 200 Water St              | Boyer City     | MI | 49712-1245 | 231-582-6532 |
| Jeff Nap              | NAP SUPPLY, INC.                    | 7575 M-43                 | Cloverdale     | MI | 49035      | 269-623-5381 |
| Evelyn G Stelfox      | DURST LUMBER COMPANY                | 2450 11 Mile Rd           | Berkley        | MI | 48072-3049 | 248-542-2010 |
| Michael Imbordino     | PAW PAW ACE HARDWARE, INC.          | 1038 E Michigan Ave       | Paw Paw        | MI | 49079-9464 | 269-657-2515 |
| William Deary         | WOODSIDE HARDWARE, INC.             | 86 Woodside Ave           | Essexville     | MI | 48732-1108 | 989-892-6084 |
| Jeffrey Whitsitt      | PINE LUMBER COMPANY OF MILLERSBURG  | 12587 Luce St             | Millersburg    | MI | 49759      | 989-733-6117 |
| Daniel O'Haver        | HACKNEY HARDWARE, INC.              | 8105 Main St              | Dexter         | MI | 48130-1029 | 734-426-4009 |
| Richard Roberts       | R. K. ROBERTS, INC.                 | 340 S Cedar St            | Mason          | MI | 48854-1435 | 517-676-4900 |
| Jeff Bretzke          | NUGENT ACE HARDWARE, INC.           | 1665 Benzie Hwy           | Benzonia       | MI | 49616-9709 | 231-882-4322 |
| Paul H Krupkin        | SCHEER'S ACE HARDWARE & SUPPLY, INC | 8601 W 9 Mile Rd          | Oak Park       | MI | 48237-2354 | 248-542-1802 |
| David D Martin        | DON MARTIN AND SON, INC             | 145 W Chicago Blvd        | Tecumseh       | MI | 49286-1552 | 517-423-2065 |
| M. Gerald Morello Jr. | JERRY'S ACE HARDWARE, INC.          | 2245 Fort St              | Wyandotte      | MI | 48192-4135 | 734-282-9922 |
| Shawn J O'Brien       | ACE HARDWARE COMPANY                | 3597 Bunker Hill Road     | Acme           | MI | 49610      | 231-938-2021 |
| Theodore B Barnes II  | ACE BARNES HARDWARE INC             | 3352 Washtenaw Ave        | Ann Arbor      | MI | 48104-4204 | 734-971-4555 |
| Shawn J O'Brien       | ACE HARDWARE COMPANY                | 734 W Front St            | Traverse City  | MI | 49684-2237 | 231-946-2140 |
| Patricia Mishica      | ACE HARDWARE OF CALUMET, INC.       | 334 5th St                | Calumet        | MI | 49913-1522 | 906-337-0912 |
| Gregory Dean          | NORTHSHORE HARDWARE, INC.           | 605 Whitehall Rd          | Muskegon       | MI | 49445-3221 | 231-744-1280 |
| J Bradley             | WARREN PIPE & SUPPLY COMPANY OF FRA | 18660 15 Mile Rd          | Fraser         | MI | 48026-3462 | 586-294-6810 |
| Janet Targgart        | TARGGART CORPORATION                | 19500 Sumpter Rd          | Belleville     | MI | 48111-8725 | 734-697-9363 |
| Sally Kagerer         | ART BEAUCHAMPS SPORTING GOODS       | 1101 W Pierson Rd         | Flint          | MI | 48505-3119 | 810-789-7871 |
| Mathew Borre          | BORRE, INC.                         | 2360 Niles Rd             | Saint Joseph   | MI | 49085-2814 | 269-429-1504 |
| Mark Kellogg          | KELLOGG HARDWARE OF HARTFORD INC.   | 4 W Main St               | Hartford       | MI | 49057-1005 | 269-621-3503 |
| Shawn J O'Brien       | ACE HARDWARE COMPANY                | 4106 US Highway 31 S      | Traverse City  | MI | 49684-9228 | 231-943-8288 |
| Bryce Cronk           | WBMS, LLC                           | 8126 Mason Dr             | Newaygo        | MI | 49337-8896 | 231-652-6047 |
| Garth Larson          | Larson & Son Ace Hardware Inc       | 4 Lincoln St              | Hart           | MI | 49420-1136 | 231-873-2216 |
| Randall Patzer        | G.C. HARDWARE, INC.                 | 28715 Ford Rd             | Garden City    | MI | 48135-2845 | 734-425-6080 |
| Timothy Novak         | BIGARI HARDWARE INCORPORATED        | 605 Seldon Rd - Hwy 189-S | Iron River     | MI | 49935-1837 | 906-265-9614 |
| Gerald Mottes         | MOTTES BUILDING SYSTEMS INC.        | 193 E M35                 | Gwinn          | MI | 49841      | 906-346-7940 |
| Thomas Read           | READ LUMBER & HARDWARE, INC.        | 4585 E Mi State Road 36   | Lakeland       | MI | 48143      | 810-231-2132 |
| David Lockwood        | LOCKWOOD ENTERPRISES, INC.          | 6820 Lakeshore Rd         | Lexington      | MI | 48450-8663 | 810-359-8135 |
| Doug Lang             | LSSB ENTERPRISES, INC.              | 12901 S Saginaw St        | Grand Blanc    | MI | 48439-1834 | 810-694-5710 |
| Cathy Argall          | COUNTRY VILLAGE, INC                | 1150 Country Ln           | Ishpeming      | MI | 49849-3405 | 906-485-1870 |
| Sean Adams            | BEAR LAKE HARDWARE & SUPPLY, INC.   | 11950 Chippewa Hwy        | Bear Lake      | MI | 49614-9424 | 231-864-3036 |
| Dennis Perdue         | DEN-B, INC.                         | 2416 N East St            | Lansing        | MI | 48906-4106 | 517-482-2150 |
| Roger Clouse          | GLENNE HARDWARE, INC.               | 3280 State Rd             | Glennie        | MI | 48737-9617 | 989-735-2371 |
| Mathew Borre          | BORRE INC.                          | 1545 W John Beers Rd      | Stevensville   | MI | 49127-9408 | 269-429-7133 |
| Ernie Phillips        | ACE HARDWARE AND LUMBER COMPANY OF  | 108 Elizabeth Street      | Eaton Rapids   | MI | 48827      | 517-663-5421 |
| Charles Bernard       | BERNARD'S HARDWARE COMPANY, INC.    | 1601 W Main St            | Lowell         | MI | 49331-1543 | 616-897-9490 |
| Jared Smith           | Darling & Sons Hardware Inc.        | 855 W Michigan Ave        | Marshall       | MI | 49068-2201 | 269-781-7921 |
| Michael Gilmurray     | BALDWIN TRUE VALUE, INC.            | 6785 S M-37               | Baldwin        | MI | 49304-8900 | 231-745-4511 |
| Mark Pugsley          | PUGSLEY ENTERPRISES, INC.           | 917 E McNichols Rd        | Detroit        | MI | 48203-2853 | 313-869-0404 |
| Gerald Bolthouse      | BOLTHOUSE MERCHANDISING CORPORATION | 200 S Boltwood St         | Hastings       | MI | 49058      | 269-945-2003 |
| Nicole E Mahaney      | CHOCOLAY HARDWARE COMPANY           | 2250 US Highway 41 S      | Marquette      | MI | 49855-9119 | 906-249-2223 |
| Richard Madigan       | MADIGAN TRUE VALUE HARDWARE, INC.   | 202 Elm Ave               | Munising       | MI | 49862-1108 | 906-387-2033 |
| Todd De Vries         | FREMONT HARDWARE, INC.              | 105 N Stone Rd            | Fremont        | MI | 49412-1083 | 231-924-9801 |
| Luann Greenfelder     | CHESANING SALES COMPANY             | 207 W Broad St            | Chesaning      | MI | 48616-1204 | 989-845-2030 |
| Jonathan D Meyer      | MEYER TRUE VALUE HARDWARE CO.       | 421 E Mitchell St         | Petoskey       | MI | 49770-2623 | 231-347-3978 |
| Jonathan D Meyer      | MEYER TRUE VALUE HARDWARE CO.       | 1371 Us 31 North          | Petoskey       | MI | 49770      | 231-347-7390 |
| Jonathan D Meyer      | MEYER TRUE VALUE HARDWARE CO.       | 1030 S State St           | Harbor Springs | MI | 49740-1160 | 231-526-6288 |
| Mark Greyerbiehl      | FIVE STAR NORTH, INC.               | 06675 M 66 N              | Charlevoix     | MI | 49720-9505 | 231-547-6232 |



| Owner Name            | Legal Name                          | Street                    | City               | St | Zip Code   | Phone #      |
|-----------------------|-------------------------------------|---------------------------|--------------------|----|------------|--------------|
| Mark Pugsley          | LDL ENTERPRISES, INC.               | 2015 Auburn Rd            | Utica              | MI | 48317      | 586-731-7330 |
| Gerald Bolthouse      | BOLTHOUSE MERCHANDISING CORPORATION | 2526 84th St SW           | Byron Center       | MI | 49315-8007 | 616-878-1555 |
| Timothy Smith         | ACE HARDWARE OF SANDUSKY, INC.      | 85 S Elk St               | Sandusky           | MI | 48471-1337 | 810-648-2330 |
| Thomas Hunt           | HUNT'S ACE HARDWARE, INC.           | 33567 7 Mile Rd           | Livonia            | MI | 48152-3094 | 248-474-8700 |
| Roger Clouse          | LEWISTON ACE HARDWARE, INC.         | 4910 Salling Ave          | Lewiston           | MI | 49756-7852 | 989-786-4910 |
| Matthew Schafer       | NORTH CENTRAL HARDWARE, INC.        | 10316 S Clare Ave         | Clare              | MI | 48617-9733 | 989-386-4000 |
| Gregory Dean          | SPRING LAKE HARDWARE, INC.          | 743 E Savidge St          | Spring Lake        | MI | 49456-1985 | 616-842-2332 |
| Daniel O'Haver        | HACKNEY MILAN, INC.                 | 513 W Main St             | Milan              | MI | 48160-9559 | 734-439-0432 |
| Randall Lanski        | NOIR DOG, LLC                       | 103 E 8th St              | Mio                | MI | 48647-2507 | 989-826-3600 |
| Marvin Stone          | STONES ACE, INC.                    | 41400 Hayes Rd            | Clinton Township   | MI | 48038-5868 | 586-416-0088 |
| Gary Klemz            | BAKER'S GAS & WELDING SUPPLIES, INC | 905 N Dixie Hwy           | Monroe             | MI | 48162-2539 | 734-241-8959 |
| Shaun Bradley         | S B HARDWAWRE, INC.                 | 31 44th St SW             | Wyoming            | MI | 49548-4101 | 616-538-5170 |
| Dennis Garbarz        | GRACE HARDWARE, INC.                | 97 W Long Lake Rd         | Troy               | MI | 48098-4633 | 248-689-8030 |
| William Kelly         | KELCO, INCORPORATED                 | 1040 M68 Hwy              | Rogers City        | MI | 49779      | 989-734-0507 |
| Gregory M Oman        | OMAN HARDWARE ENTERPRISES, INC.     | 51254 Romeo Plank Rd      | Macomb             | MI | 48042-4129 | 586-786-9040 |
| Norman M Davidson     | SECURITY ACE HARDWARE, INC.         | 24630 Eureka Rd           | Taylor             | MI | 48180-5160 | 734-946-2700 |
| Charles J Laurencelle | BEVERLY HILLS ACE HARDWARE. LLC     | 17670 W 13 Mile Rd        | Beverly Hills      | MI | 48025-5441 | 248-644-0500 |
| Bradley J Polega      | SEBEWAING ACE HARDWARE, L.L.C.      | 8840 Unionville Rd        | Sebewaing          | MI | 48759-9569 | 989-883-2740 |
| Marvin T Stone        | STONE'S ACE OF RICHMOND, INC.       | 68286 S Main St           | Richmond           | MI | 48062-1336 | 586-727-1800 |
| Greg Visser           | ZEELAND HARDWARE ETC., L.L.C.       | 435 W Main Ave            | Zeeland            | MI | 49464-1561 | 616-772-6500 |
| Gary Wrigley          | NANKIN HARDWARE & HOBBY DO-IT CENTE | 35101 Ford Rd             | Westland           | MI | 48185-7124 | 734-722-5700 |
| Claude L Stutts       | VILLAGE HARDWARE OF LINDEN, INC.    | 620 W Broad St            | Linden             | MI | 48451-8644 | 810-735-4100 |
| Jason Mc Lean         | MC LEAN'S PROMART HOME CENTER #2, I | 209 S James St            | Grayling           | MI | 49738-1808 | 989-344-2931 |
| Marvin T Stone Jr     | STONES ACE OF ROMEO, INC.           | 222 E Saint Clair         | Romeo              | MI | 48065-5259 | 586-752-9944 |
| Jason Anderson        | PLAZA ACE, LLC                      | 1307 8th Ave              | Menominee          | MI | 49858-2762 | 906-424-4092 |
| Richard Harman        | R & T HARMAN ENTERPRISES, INC       | 7129 W Q Ave              | Kalamazoo          | MI | 49009-5951 | 269-376-2000 |
| James M Junga         | BZND'S ENTERPRISE, INC.             | 1220 E Michigan Ave       | Saline             | MI | 48176-1776 | 734-944-9862 |
| Jonathan D Meyer      | MEYER TRUE VALUE HARDWARE CO.       | 1961 S Otsego Ave         | Gaylord            | MI | 49735-8489 | 989-732-1394 |
| Matthew Abramsky      | LHA ENTERPRISE LLC                  | 24011 John R Rd           | Hazel Park         | MI | 48030-1105 | 248-541-8790 |
| Marvin T Stone Jr     | STONES ACE HARDWARE OF ORION, INC.  | 3015 S Baldwin Road       | Orion              | MI | 48359-1028 | 248-499-6422 |
| Michael J Vinckier    | VINCKIER ACE HARDWARE LLC           | 4545 Van Dyke Rd          | Almont             | MI | 48003-8511 | 810-798-2004 |
| Paul J Greyerbiehl    | Five Star Supply Inc                | 1135 S Milford Rd         | Highland           | MI | 48357      | 248-887-3741 |
| Sandy V Kingsland     | KINGSLAND HARDWARE, INC.            | 6579 28th St SE           | Grand Rapids       | MI | 49546-6919 | 616-949-1240 |
| Ross Allan Martin     | CALEDONIA HARDWARE, LLC             | 9960 Cherry Valley Ave SE | Caledonia          | MI | 49316-9578 | 616-891-9255 |
| Roger E Clouse        | Roger's Oscoda Enterprises, Inc.    | 5112 N US Highway 23      | Oscoda             | MI | 48750-9559 | 989-569-6304 |
| Tony Houk             | Great Lakes Ace Hardware, Inc       | 3182 Walton Blvd          | Rochester Hills    | MI | 48309-1265 | 248-375-5740 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 22611 Michigan Ave        | Dearborn           | MI | 48124-2115 | 313-274-2121 |
| Tony Houk             | Great Lakes Ace Hardware, Inc       | 584 N Lapeer Rd           | Lake Orion         | MI | 48362-1582 | 248-814-8058 |
| Tony Houk             | Great Lakes Ace Hardware, Inc       | 530 Highland Ave          | Milford            | MI | 48381-1516 | 248-685-0915 |
| Tony Houk             | Great Lakes Ace Hardware, Inc       | 515 E 4th St              | Royal Oak          | MI | 48067-2846 | 248-541-4904 |
| Tony Houk             | Great Lakes Ace Hardware, Inc       | 5591 Sashabaw Rd          | Clarkston          | MI | 48346-3147 | 248-625-5377 |
| Tony Houk             | Great Lakes Ace Hardware, Inc       | 8030 Cooley Lake Rd       | White Lake         | MI | 48386-4308 | 248-363-8334 |
| Tony Houk             | Great Lakes Ace Hardware, Inc       | 15162 E 13 Mile Rd        | Warren             | MI | 48088-3395 | 586-776-0250 |
| Tony Houk             | Great Lakes Ace Hardware, Inc       | 5060 Dixie Hwy            | Waterford          | MI | 48329-1711 | 248-673-8877 |
| Tony Houk             | Great Lakes Ace Hardware, Inc       | 23245 Greater Mack Ave    | Saint Clair Shores | MI | 48080-3423 | 586-772-4000 |
| Tony Houk             | Great Lakes Ace Hardware, Inc       | 16752 21 Mile Rd          | Macomb             | MI | 48044-2600 | 586-286-8191 |
| Tony Houk             | Great Lakes Ace Hardware, Inc       | 3271 South Blvd           | Auburn Hills       | MI | 48326-3635 | 248-852-0808 |
| Tony Houk             | Great Lakes Ace Hardware, Inc       | 29615 Orchard Lake Rd     | Farmington Hills   | MI | 48334-2161 | 248-851-3083 |
| Tony Houk             | Great Lakes Ace Hardware, Inc       | 149 E 14 Mile Rd          | Clawson            | MI | 48017-2171 | 248-588-4200 |
| Tony Houk             | Great Lakes Ace Hardware, Inc       | 7513 E 10 Mile Rd         | Center Line        | MI | 48015-1451 | 586-427-4773 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 29201 Greenfield Rd       | Southfield         | MI | 48076-5832 | 248-557-4320 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 9868 E Grand River Ave    | Brighton           | MI | 48116-1911 | 810-220-3221 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 4200 E 9 Mile Rd          | Warren             | MI | 48091-2578 | 586-758-6007 |
| Tony Houk             | Great Lakes Ace Hardware, Inc       | 52891 Shelby Rd           | Shelby Township    | MI | 48316-3173 | 586-739-6570 |
| Tony Houk             | Great Lakes Ace Hardware, Inc       | 31001 Harper Ave          | Saint Clair Shores | MI | 48082-1567 | 586-296-0530 |
| Tony Houk             | Great Lakes Ace Hardware, Inc       | 3830 E 13 Mile Rd         | Warren             | MI | 48092-1314 | 586-751-6210 |
| Tony Houk             | Great Lakes Ace Hardware, Inc       | 26340 Gratiot Ave         | Roseville          | MI | 48066-5106 | 586-773-8160 |
| Tony Houk             | Great Lakes Ace Hardware, Inc       | 2850 E Highland Rd        | Highland           | MI | 48356-2730 | 248-887-3743 |
| Lori K Vinckier       | St. Clair Homegoods & Ace Hardware  | 201 N Riverside Ave       | Saint Clair        | MI | 48079-5491 | 810-326-2665 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 29567 5 Mile Rd           | Livonia            | MI | 48154-3709 | 734-421-3400 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 3584 Fort St              | Lincoln Park       | MI | 48146-4115 | 313-382-0380 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 41800 W 10 Mile Rd        | Novi               | MI | 48375-3386 | 248-348-4255 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 600 Frandor Ave           | Lansing            | MI | 48912-5208 | 517-333-0315 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 25379 Grand River Ave     | Redford            | MI | 48240-1406 | 313-532-4710 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 1581 Capital Ave NE       | Battle Creek       | MI | 49017-5381 | 269-962-1987 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 1103 S Main St            | Chelsea            | MI | 48118-1426 | 734-475-0250 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 1525 W Maumee St          | Adrian             | MI | 49221-1899 | 517-266-2512 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 412 S Main St             | Brooklyn           | MI | 49230-9368 | 517-592-8924 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 23135 Ecorse Rd           | Taylor             | MI | 48180-1867 | 313-291-5320 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 37133 6 Mile Rd           | Livonia            | MI | 48152-2774 | 734-464-6360 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 22291 Pontiac Trl         | South Lyon         | MI | 48178-1639 | 248-437-1763 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 15819 Southfield Rd       | Allen Park         | MI | 48101-2512 | 313-382-2401 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 132 S Merriman Rd         | Westland           | MI | 48186-5009 | 734-728-2030 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 1711 Spring Arbor Rd      | Jackson            | MI | 49203-2701 | 517-787-1570 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 3080 Van Horn Rd          | Trenton            | MI | 48183-4001 | 734-671-0260 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 44441 Ann Arbor Rd W      | Plymouth           | MI | 48170-3907 | 734-453-1990 |

| Owner Name            | Legal Name                          | Street                    | City               | St | Zip Code   | Phone #      |
|-----------------------|-------------------------------------|---------------------------|--------------------|----|------------|--------------|
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 31059 Ann Arbor Trl       | Westland           | MI | 48185-1686 | 734-522-8280 |
| Orville Short Jr      | K & B Retail LLC                    | 2727 North M 33           | Rose City          | MI | 48654      | 989-685-3945 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 5070 Highland Rd          | Waterford          | MI | 48327-1911 | 248-674-3168 |
| Paul J Geesey Jr      | Pac Investments Corporation         | 2100 Walnut Lake Rd       | West Bloomfield    | MI | 48323-3736 | 248-862-2385 |
| Andrew Wesche         | JTW Hardware, LLC                   | 560 Jenner Dr             | Allegan            | MI | 49010-1517 | 269-673-8942 |
| James E Byrum         | Byrum Ace Hardware #3, Inc.         | 515 Lansing St            | Charlotte          | MI | 48813-1100 | 517-543-8144 |
| James E Byrum         | Blackhawks Hardware and Rentals, In | 832 W Bellevue St         | Leslie             | MI | 49251-9302 | 517-589-8300 |
| Lori K Vinckier       | Vinckier Armada Foods LLC           | 22960 W Main St           | Armada             | MI | 48005-3241 | 586-473-8031 |
| Jerry Bruns           | Kingsford Hardware, Inc.            | 555 S Carpenter Ave       | Kingsford          | MI | 49802-4528 | 906-776-6000 |
| Roger E Clouse        | Clouse Family Gladwin Ace Hardware, | 630 N Silverleaf St       | Gladwin            | MI | 48624-1632 | 989-426-4549 |
| Matthew Jamrog        | Mytown Stores Inc.                  | 1614 142nd Ave            | Dorr               | MI | 49323-9427 | 616-359-9300 |
| James R. Byrum        | Stockbridge Hardware, Inc.          | 640 W Main St             | Stockbridge        | MI | 49285-9701 | 517-851-4404 |
| Marvin T Stone, Jr    | Stones Ace of Oxford, Inc.          | 558 S Lapeer Rd           | Oxford             | MI | 48371-5033 | 248-800-4404 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 33021 Grand River Ave     | Farmington         | MI | 48336-3119 | 248-957-6855 |
| Jason S Haley         | J&M Hardware Incorporated           | 6669 Dixie Hwy            | Clarkston          | MI | 48346-3422 | 248-707-6509 |
| Jerod Johnson         | Rothbury Hardware                   | 7612 S Michigan Ave       | Rothbury           | MI | 49452-7908 | 231-894-8590 |
| Jerod Johnson         | Oceana Builders Acquisition         | 3053 S Oceana Dr          | Shelby             | MI | 49455-9709 | 231-861-2136 |
| Coralyn Austin        | Alpha Group Retail LLC              | 306 S Maplewood St        | Greenville         | MI | 48838-1584 | 616-754-8990 |
| Andrew Gemmen         | Gemmen's Inc.                       | 3488 Kelly St             | Hudsonville        | MI | 49426-1406 | 616-669-1118 |
| Steven L Tyre         | TSCR CORP                           | 135 N Anderson St         | Plainwell          | MI | 49080-1346 | 269-225-1061 |
| Michael J Vinckier    | Vinckier Foods Wadham LLC           | 5273 Lapeer Rd            | Kimball            | MI | 48074-1422 | 810-987-9930 |
| David Swartz          | Davison Ace Hardware LLC            | 225 N Main St             | Davison            | MI | 48423-1431 | 810-653-4850 |
| Ross E. Tresedder     | Double T Family Foods, Inc.         | 1363 US Highway 2         | Crystal Falls      | MI | 49920-1089 | 906-875-6648 |
| Gary Klemz            | Baker's Gas & Welding Supplies, Inc | 3151 Cooper St            | Jackson            | MI | 49201-7523 | 517-539-8929 |
| Angela Smith          | Nosral, Inc.                        | 5840 W US Highway 10      | Ludington          | MI | 49431-2450 | 231-845-7318 |
| Joseph P. Campioni    | Campioni Enterprises, Inc.          | 47401 Hwy 26              | Houghton           | MI | 49931      | 906-482-7500 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 15146 N Holly Rd          | Holly              | MI | 48442-1139 | 248-634-5301 |
| Gerald Bolthouse      | Bolthouse Merchandising Corporation | 1685 S Westnedge          | Kalamazoo          | MI | 49008      | 269-459-1500 |
| James M. Drouillard   | Drouillard Hardware, LLC            | 545 E Monroe St           | Dundee             | MI | 48131-1309 | 734-529-5023 |
| Randall G. Patzer     | S.P. Hardware, Inc.                 | 1490 Stewart Rd           | Monroe             | MI | 48162-8917 | 734-243-6180 |
| James E. Byrum        | Byrum Ace Hardware #4, LLC          | 1960 Cedar St             | Holt               | MI | 48842-1832 | 517-694-3575 |
| James O. Derocher     | Ossineke Hardware & Builder Supply  | 11925 US Highway 23 S     | Ossineke           | MI | 49766-9507 | 989-471-2191 |
| Roger E. Clouse       | Hillman Ace Hardware, Inc.          | 27500 M-32                | Hillman            | MI | 49746      | 989-742-3330 |
| Patrick B. Campioni   | Campioni Enterprises, Inc.          | 200 Tin St                | Ontonagon          | MI | 49953-1506 | 906-884-4945 |
| James E. Byrum        | Byrum Ace Hardware #5, LLC          | 1250 E Grand River Ave    | Howell             | MI | 48843-1722 | 517-548-4200 |
| Fred B. Mcandrew      | VIC BOND SALES, INC.                | 1240 E Coldwater Rd       | Flint              | MI | 48505-1702 | 810-787-5321 |
| Cainen Gilde          | Lakeside Hardware,                  | 838 N Mitchell St         | Cadillac           | MI | 49601-1472 | 833-525-3223 |
| Douglas J. Landers    | Landers Enterprises, Inc.           | 530 Huron St              | South Haven        | MI | 49090-1436 | 269-637-1915 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 643 Northland Dr NE       | Rockford           | MI | 49341-9751 | 616-866-9155 |
| Ross A. Martin        | Sparta Hardware, LLC                | 155 E Division St         | Sparta             | MI | 49345-1329 | 616-887-7381 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 4300 Remembrance Rd NW    | Walker             | MI | 49534-1194 | 616-453-7741 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 1205 Fulton St W          | Grand Rapids       | MI | 49504-6142 | 616-233-4711 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 1234 Michigan St NE       | Grand Rapids       | MI | 49503-2002 | 616-451-0724 |
| Elan Ruggill          | Ypsilanti Hardware LLC              | 111 Pearl St              | Ypsilanti          | MI | 48197-2611 | 734-482-2545 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 18165 Mack Ave            | Detroit            | MI | 48224-1444 | 313-882-9230 |
| Roger E. Clouse       | Clouse Auburn Ace Hardware, Inc.    | 990 W Midland Rd          | Auburn             | MI | 48611-9222 | 989-662-4761 |
| Douglas J. Landers    | Landers' Hardware, Inc.             | 609 W Monroe St           | Bangor             | MI | 49013-1131 | 269-427-7247 |
| James Byrum E.        | TCE2, LLC                           | 114 W Main St             | Pinckney           | MI | 48169-8274 | 734-878-2000 |
| Roger E Clouse        | Rogers Lake City Enterprises, Inc   | 5760 W Houghton Lake Rd   | Lake City          | MI | 49651-8552 | 231-295-1208 |
| Steve Tyre            | TYRE Family Investments, LLC        | 105 S Phelps St           | Decatur            | MI | 49045-1117 | 269-423-8818 |
| Roger E Clouse        | Cheboygan Ace Hardware, Inc.        | 712 S Main St             | Cheboygan          | MI | 49721-2220 | 231-268-3019 |
| Greg Fischer          | Dublin General Store, LTD.          | 18372 Hoxeyville Rd       | Wellston           | MI | 49689-9755 | 231-859-4121 |
| Anthony Brett Boyd    | Bob's Market House, Inc.            | 325 Railroad St           | Hudson             | MI | 49247-1062 | 517-448-3141 |
| Roger E Clouse        | Clouse Hemlock Ace Hardware, Inc.   | 120 Hemlock Plaza Dr      | Hemlock            | MI | 48626-9544 | 989-301-0213 |
| Roger E Clouse        | Alma Ace Hardware, Inc.             | 1700 Wright Ave           | Alma               | MI | 48801-1024 | 989-285-1420 |
| Jared Smith           | Darling & Sons Hardware Inc.        | 4595 Francis St           | Jackson            | MI | 49203-5745 | 517-783-4995 |
| Jeff Bretzke          | Nugent Ace Hardware, Inc            | 106 W Main St             | Manton             | MI | 49663-5108 | 231-824-3592 |
| Bradley J Polega      | Sebewaing Ace Hardware, LLC.        | 735 N Van Dyke Rd         | Bad Axe            | MI | 48413-9188 | 989-269-9131 |
| Emily Johnson         | White Lake Ace, LLC                 | 3001 Colby Rd             | Whitehall          | MI | 49461-9290 | 231-981-8400 |
| Michael Lynn          | Lynn Auto Parts, Inc.               | 819 Ashmun St             | Sault Sainte Marie | MI | 49783-2242 | 906-632-3201 |
| William Kelly         | Kelco, Incorporated                 | 1007 US Highway 23 N      | Alpena             | MI | 49707-1249 | 989-354-4223 |
| Gerald Bolthouse      | Bolthouse Merchandising Corporation | 1035 S Clinton St.        | Grand Ledge        | MI | 48837-2203 | 517-627-0433 |
| Roger E Clouse        | Twin Lake Ace Hardware, Inc         | 5480 Holton Rd            | Twin Lake          | MI | 49457-9323 | 231-828-4010 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 1404 Walton Blvd          | Rochester Hills    | MI | 48309-1755 | 248-963-2283 |
| Roger E Clouse        | Reed City Ace Hardware, Inc.        | 838 S Chestnut St         | Reed City          | MI | 49677-8250 | 231-465-4058 |
| Nicholas Keith Visser | Visser Hardware, LLC                | 835 Lincoln Ave           | Holland            | MI | 49423-5306 | 616-392-5901 |
| Jonathan D Meyer      | Meyer True Value Hardware CO        | 7 S State St              | Saint Ignace       | MI | 49781-1615 | 906-643-7721 |
| Gregg White           | Ace Hardware of Canadian Lakes, LLC | 8370 100th Ave            | Stanwood           | MI | 49346-8333 | 231-972-1319 |
| Mathew P Borre III    | Borre, Incorporated                 | 343 N Main St             | Watervliet         | MI | 49098-9610 | 269-463-5461 |
| Coralyn Austin        | Grand Rapids Hardware Company LLC   | 2333 E Beltline Ave NE    | Grand Rapids       | MI | 49525-9753 | 616-855-5660 |
| Byron J Clouse        | Big Rapids Ace Hardware, Inc        | 14219 Northland Dr        | Big Rapids         | MI | 49307-2369 | 231-629-8078 |
| Tony Houk             | Great Lakes Ace Hardware, Inc.      | 45645 Van Dyke Ave        | Utica              | MI | 48317-5368 | 586-731-1410 |
| Byron J Clouse        | Au Gres Ace Hardware, Inc           | 236 W Huron Rd            | Au Gres            | MI | 48703-9805 | 989-735-2525 |
| Byron J Clouse        | Standish Ace Hardware, Inc.         | 119 S Main St             | Standish           | MI | 48658-2522 | 989-718-3135 |
| Byron J Clouse        | West Branch Ace Hardware, Inc.      | 2106 S M 76               | West Branch        | MI | 48661-8737 | 989-345-0020 |
| Melanie D Haley       | Ace Hardware of Commerce LLC        | 3050 Union Lake Rd Ste 6A | Commerce Towns     | MI | 48382-4569 | 248-779-7071 |

| Owner Name           | Legal Name                          | Street                      | City              | St | Zip Code   | Phone #      |
|----------------------|-------------------------------------|-----------------------------|-------------------|----|------------|--------------|
| Michael Lynn         | Lynn Auto Parts, Inc.               | 145 River St                | Manistique        | MI | 49854-1217 | 906-341-5612 |
| Robert L Schafer     | North Central Hardware, Inc.        | 50 N Coldwater Rd Ste B     | Lake Isabella     | MI | 48893-8845 | 989-644-0545 |
| Joseph Hansberry     | Motor Parts & Equipment Corporation | 415 M-129                   | Pickford          | MI | 49774      | 906-647-5441 |
| Byron J Clouse       | Houghton Lake Ace Hardware, Inc.    | 7190 W Houghton Lake Dr     | Houghton Lake     | MI | 48629-9181 | 989-202-2308 |
| Byron J Clouse       | Atlanta Ace Hardware, Inc.          | 12519 State St              | Atlanta           | MI | 49709-9622 | 989-376-1010 |
| Daniel Atkinson      | Atkinson's Ace Hardware of Durand,  | 9090 E Lansing Rd           | Durand            | MI | 48429-1002 | 989-288-3153 |
| Chris Ritchie        | Ritchie's Hardware & Co. LLC        | 75 E M 134                  | Cedarville        | MI | 49719-9417 | 906-207-5000 |
| Bashar Zetouna       | Port Huron Ace, LLC                 | 2874 Pine Grove Ave         | Port Huron        | MI | 48060-1971 | 810-824-3772 |
| Emily Johnson        | Grand Haven Ace LLC                 | 1071-1081 S Beacon Blvd     | Grand Haven       | MI | 49417-2607 | 616-843-0952 |
| Byron J Clouse       | Manchester Ace Hardware, Inc        | 1980 Sharron Valley Road    | Manchester        | MI | 48158      | 734-428-8337 |
| Jonathan Brown       | DABO, INC.                          | 7410 East Saginaw Highway.  | Haslett           | MI | 48840      | 517-349-6271 |
| Jared Smith          | Darling and Sons Hardware Inc.      | 1009 W Chicago Rd           | Sturgis           | MI | 49091-9769 | 269-221-6292 |
| Todd Esterdahi       | T. Esterdahl Investments, LLC       | 424 W Main St               | Flushing          | MI | 48433-2036 | 810-487-0676 |
| Byron J Clouse       | Clouse Ortonville Ace Hardware Inc  | 440 N Ortonville Rd         | Ortonville        | MI | 48462-8576 | 989-735-2525 |
| Gerald Bolthouse     | Bolthouse Merchandising Corporation | 1019 1st St.                | Lake Odessa       | MI | 48849-1108 | 616-374-8944 |
| Byron J Clouse       | Albion Ace Hardware Inc.            | 1505 N Eaton St             | Albion            | MI | 49224-8415 | 000-000-0000 |
| Cutler Martin        | Riverstone Ace, LLC                 | 3544 Meridian Crossings     | Okemos            | MI | 48864-6025 | 517-657-7730 |
| Emily Johnson        | Holland Ace Hardware LLC            | 645 Douglas Ave             | Holland           | MI | 49424-2783 | 616-396-2378 |
| Ross Sietsema        | Allendale Hardware, Inc.            | 5425 Lake Michigan Dr       | Allendale         | MI | 49401-9149 | 616-895-5400 |
| Bryan Saad           | Home Pro's Ace LLC                  | 25990 Crocker Blvd          | Harrison Township | MI | 48045-3450 | 000-000-0000 |
| Byron J Clouse       | Newberry Ace Hardware Incorporated  | 2011 Newberry Ave           | Newberry          | MI | 49868-1955 | 906-293-3275 |
| Jared Smith          | Darling & Sons Hardware Inc.        | 30 E Columbia Ave Ste A     | Battle Creek      | MI | 49015-3737 | 000-000-0000 |
| Shawn J O'Brien      | Ace Hardware Company                | 902 N Cedar St              | Kalkaska          | MI | 49646-8061 | 000-000-0000 |
| Randy Hale           | Hale's True Value Hardware, Inc.    | 56216 M 51 S                | Dowagiac          | MI | 49047-9762 | 269-782-3426 |
| James Merickel       | MERICKEL LUMBER MILLS INC.          | 630 Ash Ave NW              | Wadena            | MN | 56482-1100 | 218-631-3570 |
| John Bouska          | GRANDE HARDWARE COMPANY             | 212-214 Chestnut Street     | Virginia          | MN | 55792      | 218-741-5240 |
| Kevin Nikodym        | Mora Ace Hardware LLC               | 43 Union St N               | Mora              | MN | 55051-1327 | 320-679-2261 |
| Patrick Deutsch      | OLSON TRADING POST INC.             | 80860 110th St              | Glenville         | MN | 56036-4655 | 507-448-3302 |
| Nick Kalnoski        | ACE HARDWARE 114, INC.              | 209 Main Ave N              | Thief River Falls | MN | 56701-1903 | 218-681-3664 |
| Kyle Wolf            | LEE'S ACE HARDWARE, INC.            | 213 Cedar St PO Box 785     | Saint Joseph      | MN | 56374-0785 | 320-363-4281 |
| Charles Merhar       | MERHAR'S ACE HARDWARE, INC.         | 48 E Chapman St             | Ely               | MN | 55731-1228 | 218-365-3129 |
| Peter Hance          | HANCE HARDWARE INC.                 | 903 Hopkins Ctr             | Hopkins           | MN | 55343-7533 | 952-938-7367 |
| David L Pundsack     | MIMBACH FLEET SUPPLY, INC.          | 3355 Quail Rd NE            | Sauk Rapids       | MN | 56379-9456 | 320-252-1682 |
| Elena Nelson         | Nelson Rosch Company                | 3805 Nicollet Ave           | Minneapolis       | MN | 55409-1303 | 612-822-3121 |
| Susanne K Cuperus    | ANCHOR MANAGEMENT, INC.             | 600 Paul Bunyan Dr S        | Bemidji           | MN | 56601-3254 | 218-751-1506 |
| Steven H Burggraf    | BURGGRAF'S HARDWARE, INC.           | 306 1st St E                | Fosston           | MN | 56542-1326 | 218-435-1977 |
| Roger Peterson       | FLEET & FARM SUPPLY, INC.           | 1300 N State St             | Fairmont          | MN | 56031-3743 | 507-238-1823 |
| Donald Voss          | FARM CITY SUPPLY, INC.              | 702 Minnesota Ave           | Breckenridge      | MN | 56520-2028 | 218-643-8401 |
| Steven H Burggraf    | BURGGRAF'S HARDWARE AND PAINT CO.   | 1115 E US Highway 169       | Grand Rapids      | MN | 55744-4506 | 218-326-8594 |
| Al Imholte           | CARLSON HARDWARE COMPANY            | 16281 Main Ave SE           | Prior Lake        | MN | 55372-2482 | 952-447-2240 |
| Michael Schwalbach   | SCHWALBACH HARDWARE, INC.           | 193 9th St                  | Windom            | MN | 56101-1770 | 507-831-2523 |
| Kent Ludford         | MERLIN'S HARDWARE INC.              | 7844 Market Blvd            | Chanhassen        | MN | 55317-9440 | 952-934-8778 |
| Roger E Peterson     | FLEET & FARM SUPPLY, INC.           | 1175 11th St S              | Saint James       | MN | 56081-2233 | 507-375-4041 |
| Roger Sinn           | MAIN STREET HARDWARE, INC.          | 6388 Main St                | North Branch      | MN | 55056-6693 | 651-674-4408 |
| Barbara Rye          | GISLASON HARDWARE INC.              | 106 E 1st St                | Minneota          | MN | 56264-9637 | 507-872-6472 |
| David Svobodny       | M&D ENTERPRISES, INC                | 5425 Nicollet Ave           | Minneapolis       | MN | 55419-1927 | 612-824-8813 |
| Mark Settergren      | M & D ENTERPRISES INC               | 5405 Penn Ave S             | Minneapolis       | MN | 55419-1538 | 612-922-6055 |
| Troy Daniesl         | E AND C HARDWARE INC                | 1264 Old West Main St       | Red Wing          | MN | 55066-2176 | 651-388-6060 |
| Terry Daudt          | TERRY DAUDT                         | 186 Reservation Ave         | Longville         | MN | 56655      | 218-363-2716 |
| Samuel Welna         | Welna Hardware, Inc                 | 2438 Bloomington Ave        | Minneapolis       | MN | 55404-3917 | 612-729-3526 |
| Mark Pellicci        | PELLICCI, INC.                      | 3560 213th St W             | Farmington        | MN | 55024-1168 | 651-463-4777 |
| Joe Peterson         | PETERSON-RICKMEYER, INC.            | 710 Atlantic Ave            | Morris            | MN | 56267-1138 | 320-589-3822 |
| Joshua C. Kahlthamer | KENDALL CROSBY, INC.                | 978 Dale St N               | Saint Paul        | MN | 55117-5602 | 651-489-3210 |
| Rose Hoffmann        | KUIPERS HARDWARE, INC               | 7914 Olson Memorial Highway | Golden Valley     | MN | 55427-4711 | 763-545-9627 |
| Matthew Raleigh      | RALEIGHS OF THE PRAIRIE, INC.       | 2525 Bridge Ave             | Albert Lea        | MN | 56007-2074 | 507-377-8636 |
| Michael R. Johnson   | Suburban Hardware Co. LLC           | 1930 Lexington Ave N        | Roseville         | MN | 55113-6401 | 651-488-3741 |
| Gary Rittgers        | RITTGERS ENTERPRISES, INC.          | 39959 State Hwy 6           | Emily             | MN | 56447      | 218-763-2691 |
| David Kramer         | KRAMER DAVID INC.                   | 105 Washington Ave E        | Hutchinson        | MN | 55350-2549 | 320-587-8888 |
| Leroy Radermacher    | RADERMACHER HARDWARE, INC.          | 540 2nd St W                | Jordan            | MN | 55352-1212 | 952-492-2845 |
| Kathryn Donahue      | DONAHUE HARDWARE INC.               | 421 2nd Ave NW              | Faribault         | MN | 55021-5141 | 507-332-7414 |
| Mark Pellicci        | PELLICCI, INC.                      | 90 E 3rd St                 | Zumbrota          | MN | 55992-1506 | 507-732-4111 |
| Mark Pellicci        | PELLICCI, INC                       | 1565 Cliff Rd               | Eagan             | MN | 55122-2553 | 651-454-2366 |
| Michael Schwalbach   | LUVERNE ACE HARDWARE, LLC           | 210 E Lincoln St            | Luverne           | MN | 56156-1603 | 507-283-4161 |
| Sheila Groth         | D & G COMPANIES, INC.               | 1417 1st Ave SW             | Austin            | MN | 55912-1603 | 507-437-8261 |
| Michael Schwalbach   | SCHWALBACH HARDWARE, INC.           | 1131 Oxford St              | Worthington       | MN | 56187-1665 | 507-376-4555 |
| Ashley Lloyd         | KENDALL HARDWARE, INC.              | 840 Payne Ave               | Saint Paul        | MN | 55130-4129 | 651-776-6996 |
| Wayne Groth          | D & G COMPANIES, INC                | 31262 64th Avenue Path      | Cannon Falls      | MN | 55009-7162 | 507-263-8828 |
| Chris Coborn         | COBORN'S INCORPORATED               | 1101 2nd Ave NE             | Little Falls      | MN | 56345-2943 | 320-616-7026 |
| Michael Schwalbach   | SCHWALBACH HOLDINGS, INC.           | 916 Highway 71 N            | Jackson           | MN | 56143-1084 | 507-847-3374 |
| John Redmond         | WISE HARDWARE, INC.                 | 210 S Washington St         | Lake City         | MN | 55041-1036 | 651-345-3113 |
| Chris Coborn         | Coborn's Incorporated               | 226 12th St S               | Sauk Centre       | MN | 56378-1614 | 320-352-0309 |
| Daniel J Soller      | SOLLER-KRAJICEK, INC.               | 35592 Pioneer Dr            | Crosslake         | MN | 56442-3133 | 218-692-1230 |
| David Svobodny       | SOLH, INC.                          | 2813 W 43rd St              | Minneapolis       | MN | 55410-1537 | 612-920-2813 |
| John M Redmond       | WISE HARDWARE, INC.                 | 103 Main St N               | Stewartville      | MN | 55976-1226 | 507-533-0333 |
| Steven H Burggraf    | BURGGRAF'S ACE HARDWARE AND PAINT   | 1301 E Superior St          | Duluth            | MN | 55805-2429 | 218-464-5050 |
| Mike Wiebolt         | Staples Hardware, L.L.C.            | 210 2nd Ave NE              | Staples           | MN | 56479-2536 | 218-894-1080 |

| Owner Name            | Legal Name                           | Street                        | City               | St | Zip Code   | Phone #      |
|-----------------------|--------------------------------------|-------------------------------|--------------------|----|------------|--------------|
| Mike Wiebolt          | Brainerd Hardware, L.L.C.            | 214 W Washington St           | Brainerd           | MN | 56401-2922 | 218-829-5476 |
| Jeffrey S Berhow      | Timber Building Supply, Inc.         | 14506 State Highway 6         | Deerwood           | MN | 56444-8625 | 218-678-2063 |
| Gregory J Norstad     | Rushford Hardware, Inc.              | 402 S Mill St                 | Rushford           | MN | 55971-8825 | 507-864-2540 |
| Shawn Grady           | Grady's Hardware, Inc.               | 12325 Champlin Dr             | Champlin           | MN | 55316-1906 | 763-506-0029 |
| Alvin M. Imholte      | Imholte Hardware Corporation         | 16820 Duluth Ave SE           | Prior Lake         | MN | 55372-2948 | 952-226-6820 |
| Matt Gebhart          | Gebhart's Sandstone Ace Hardware In  | 218 Main St                   | Sandstone          | MN | 55072-5207 | 320-245-2235 |
| Pamela S. Bosch       | Luverne Supermarket, Inc             | 20 Airport Rd N               | Dodge Center       | MN | 55927-9252 | 507-374-6440 |
| Mark Jager            | M & E Hardware Inc.                  | 24 Minnesota Ave W            | Glenwood           | MN | 56334-1531 | 320-634-4770 |
| Michael K. Wiebolt    | Breezy Point Hardware LLC            | 8170 County Road 11           | Breezy Point       | MN | 56472-3112 | 218-562-4691 |
| Cameron Eggert        | Kenyon Ace Hardware LLC              | 523 2nd St                    | Kenyon             | MN | 55946-1150 | 507-789-5246 |
| Michael Fox           | Marshall Lumber Co.                  | 500 N Highway 59              | Marshall           | MN | 56258-2760 | 507-532-3296 |
| Nathan F. Sheils      | Cook County Home Center L.L.C.       | 1413 E Highway 61             | Grand Marais       | MN | 55604-2100 | 218-732-1771 |
| Kevin Moore           | Moore and Ace Inc.                   | 510 Hwy 4 South               | Trimont            | MN | 56176      | 507-639-2112 |
| Jake Morri            | Morri Supply, Inc.                   | 1355 S Frontage Rd            | Hastings           | MN | 55033-2482 | 651-346-1664 |
| Daniel Buss           | D&K Solutions, L.L.C.                | 106 S Main St                 | Lake Crystal       | MN | 56055-2432 | 507-726-2829 |
| Daniel Mooney         | Greenbush Ace Hardware Inc.          | 215 Main St N                 | Greenbush          | MN | 56726-4019 | 218-782-2110 |
| Steven H Burggraf     | Burggraf's Ace Hardware of Cottage   | 6990 80th St S                | Cottage Grove      | MN | 55016-4852 | 651-797-3501 |
| Todd Jones            | Rhobob, Inc.                         | 725 N Broadway Avenue         | Spring Valley      | MN | 55975-1027 | 507-346-2863 |
| Jeffrey S. Cwikla     | Boltz By Cwikla, Inc.                | 802 1st St E                  | Park Rapids        | MN | 56470-1709 | 218-732-4513 |
| Michael Wiebolt       | Roseau Hardware L.L.C.               | 1114 3rd St NW                | Roseau             | MN | 56751-1906 | 218-463-2175 |
| Jeff Holly            | Walker Electric & Appliance Center   | 8250 Industrial Park Road NW  | Walker             | MN | 56484      | 218-547-1515 |
| Steven H. Burggraff   | Burggraff's Ace Hardware and Paint o | 320 W 2nd St                  | Winona             | MN | 55987-3139 | 507-454-6830 |
| Samuel Welna          | Robbinsdale Hardware Inc.            | 4140 W Broadway               | Robbinsdale        | MN | 55422      | 763-533-2758 |
| Leroy Berning         | Albertville Hardware Inc             | 6050 Labeaux Ave NE           | Albertville        | MN | 55301-9778 | 763-497-4211 |
| Michael Wiebolt       | Waseca Hardware LLC                  | 121 2nd St NW                 | Waseca             | MN | 56093-2428 | 507-835-1097 |
| Michael K. Wiebolt    | Crosby Hardware, LLC                 | 225 W Main St                 | Crosby             | MN | 56441-1324 | 218-866-0033 |
| Michael Kokesh        | K&S Hardware, LLC                    | 1865 W Wayzata Blvd           | Long Lake          | MN | 55356-9671 | 952-473-5300 |
| Daniel J. Solter      | Ski Corporation                      | 22055 State Hwy 210           | McGregor           | MN | 55760-5401 | 218-419-2920 |
| Mark Pellicci         | Pellicci Inc.                        | 14635 S Robert Trl            | Rosemount          | MN | 55068-3110 | 651-344-7377 |
| Matthew Strand        | Matthew Strand Hardware Inc          | 36 N Broadway                 | Pelican Rapids     | MN | 56572-4137 | 218-863-1811 |
| Mike K. Wiebolt       | Sleepy Eye Hardware, LLC             | 1200 Main St E                | Sleepy Eye         | MN | 56085-1699 | 507-794-3611 |
| Michael Kokesh        | S&K Hardware LLC                     | 12937 Ridgedale Dr            | Minnetonka         | MN | 55305-1806 | 952-473-5300 |
| C. Brandon Buckalew   | Five Bs, Inc                         | 1017 Central Ave NW           | East Grand Forks   | MN | 56721-1610 | 218-773-7933 |
| Jonathan M. Miller    | SCMN Ace LLC                         | 1313 Whitewater Ave           | Saint Charles      | MN | 55972-1229 | 507-932-8861 |
| Steven H Burggraff    | Burggraff's Ace Hardware of Rocheste | 1129 6th St NW                | Rochester          | MN | 55901-1824 | 507-206-3661 |
| Elena Nelson          | Owata Nelson Company                 | 9680 Foley Blvd NW            | Coon Rapids        | MN | 55433-5525 | 763-755-1762 |
| Mallory Stoderl       | Lakes Hardware Inc.                  | 130 W Main St                 | Perham             | MN | 56573-1202 | 218-346-2070 |
| Steve Tourek          | Marvin Home Center, LLC              | 104 State Avenue              | Warroad            | MN | 56763      | 218-386-2570 |
| Lewis Gerten          | Gerten Greenhouses & Garden Center,  | 5135 Oak St                   | Maple Plain        | MN | 55359-9800 | 763-479-2123 |
| Ryan Merschman        | A & R Merschman Inc                  | 1718 Central St W             | Bagley             | MN | 56621      | 218-694-6229 |
| Steven H. Burggraff   | Burggraff's Ace Hardware of Moorhead | 20 6th St S                   | Moorhead           | MN | 56560-2767 | 218-236-6905 |
| John Redmond          | Wise Hardware, Inc                   | 32 S Walnut St                | La Crescent        | MN | 55947-1337 | 507-895-2522 |
| David Harris          | Harris Family Hardware, LLC          | 1662 Market Dr                | Stillwater         | MN | 55082-7575 | 651-439-8233 |
| Elena Nelson          | Owata Nelson Company                 | 814 Lake St S                 | Forest Lake        | MN | 55025-2614 | 651-464-6262 |
| Michael K Wiebolt     | Nisswa Hardware, LLC                 | 25673 Main St                 | Nisswa             | MN | 56468-5003 | 218-963-7645 |
| Jenifer Johnson       | Marshall Lumber Co.                  | 908 10th St                   | Clarkfield         | MN | 56223-1304 | 507-532-3296 |
| Guy Gustafson         | Gullander Hardware Co.               | 220 S Atlantic Avenue         | Hallock            | MN | 56728      | 218-843-2171 |
| Steven H Burggraff    | Burggraff's Ace Hardware Deer River, | 108 Main Ave E                | Deer River         | MN | 56636-8735 | 218-246-8628 |
| Michael K Wiebolt     | Litchfield Hardware, LLC             | 224 US-12                     | Litchfield         | MN | 55355      | 320-535-5357 |
| Dan Buseth            | The Hendricks Farmers Lumber Compan  | 219 S Main St                 | Hendricks          | MN | 56136-1244 | 507-275-3359 |
| Shaynen Schmidt       | ShaynCo Inc.                         | 406 Broadway St               | Alexandria         | MN | 56308-1421 | 320-763-5200 |
| Shaynen Schmidt       | ShaynCo Inc.                         | 820 Commerce Rd               | Long Prairie       | MN | 56347-1523 | 320-732-2185 |
| Jeffrey S. Cwikla     | Cwikla Ace Detroit Lakes, Inc.       | 925 Washington Ave            | Detroit Lakes      | MN | 56501-3401 | 218-847-7173 |
| C. Brandon Buckalew   | Crookston Hardware Inc               | 1400 University Ave 1161      | Crookston          | MN | 56716-1161 | 218-281-1749 |
| Jake Morri            | ML Company, LLC                      | 40 Arrowhead Ln               | Moose Lake         | MN | 55767-9453 | 218-485-4211 |
| Jake Morri            | PC Company, LLC                      | 1320 Northridge Ct NW         | Pine City          | MN | 55063-5821 | 320-629-6363 |
| Brian Fennern         | Beartooth Hardware Inc               | 150 Southgate Dr              | Aitkin             | MN | 56431-7407 | 218-429-0222 |
| Bill Ahlbrecht        | Ag Partners Coop                     | 820 E Main St                 | Belle Plaine       | MN | 56011-2204 | 952-873-3244 |
| Joseph R Donahue      | OWT Hardware, Inc.                   | 122 W Vine St                 | Owatonna           | MN | 55060-2321 | 000-000-0000 |
| Joseph R. Donahue     | NFD Hardware, Inc.                   | 670 Water St S                | Northfield         | MN | 55057-2457 | 507-321-4288 |
| Steven H Burggraff    | Burggraff's Ace Hardware of South    | 1201 Broadway Ave S, suite 44 | Rochester          | MN | 55904-3862 | 507-206-3591 |
| Steven H Burggraff    | Burggraff's Ace Hardware of North    | 1500 N Broadway Ave           | Rochester          | MN | 55906-4146 | 507-206-3154 |
| Jim Shaw              | Coborn's Incorporated                | 15788 88th St NE Suite A      | Otsego             | MN | 55330-4411 | 763-328-1704 |
| Christopher J Niemann | Niemann Foods, Inc.                  | 108 W 98th St                 | Bloomington        | MN | 55420-4804 | 952-767-2981 |
| Christopher J Niemann | Niemann Foods, Inc.                  | 1300 1st St NE                | New Prague         | MN | 56071-2451 | 952-758-4440 |
| Christopher J Niemann | Niemann Foods, Inc.                  | 14760 Pennock Ave             | Apple Valley       | MN | 55124-7430 | 952-432-1004 |
| Christopher J Niemann | Niemann Foods, Inc.                  | 3098 65th St E                | Inver Grove Height | MN | 55076-4437 | 651-455-2228 |
| Christopher J Niemann | Niemann Foods, Inc.                  | 17729 Juniper Path            | Lakeville          | MN | 55044-9482 | 952-898-7151 |
| Christopher J Niemann | Niemann Foods, Inc.                  | 20810 Holyoke Ave             | Lakeville          | MN | 55044-6344 | 952-469-3433 |
| Marcus Eytcheson      | Local Lumber LLC                     | 101 S Main St                 | Sherburn           | MN | 56171-1059 | 507-764-4451 |
| Dave Kotula           | Scrapko, Inc.                        | 11521 Spudville Rd            | Hibbing            | MN | 55746-8255 | 218-262-1966 |
| Steven H Burggraff    | Burggraff's Ace Hardware Woodland, I | 7 E Calvary Rd                | Duluth             | MN | 55803-1514 | 218-326-8594 |
| Kami Anderson         | Karlstad Hardware Inc.               | 301 Main St S                 | Karlstad           | MN | 56732-4005 | 218-436-2500 |
| Chris Johnson         | Navarre Hardware, Inc.               | 3400 Shoreline Dr             | Wayzata            | MN | 55391-9265 | 952-471-9100 |
| Chris Johnson         | Rogers Hardware, Inc                 | 21351 John Milless Dr         | Rogers             | MN | 55374-9450 | 763-898-3999 |
| Chris Johnson         | Delano Hardware, Inc.                | 1005 Crossings Dr             | Delano             | MN | 55328-4625 | 763-972-7272 |

| Owner Name              | Legal Name                          | Street                              | City              | St | Zip Code   | Phone #      |
|-------------------------|-------------------------------------|-------------------------------------|-------------------|----|------------|--------------|
| Chris Johnson           | Lake Minnetonka Hardware Inc        | 23540 Highway 7                     | Excelsior         | MN | 55331-2902 | 952-474-2571 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 1919 N Morley St                    | Moberly           | MO | 65270-3643 | 660-263-1800 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 1910 W Worley St                    | Columbia          | MO | 65203-1040 | 573-445-4012 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 2305 Missouri Blvd                  | Jefferson City    | MO | 65109-4728 | 573-636-2189 |
| Elizabeth Turner        | RATHBONE HARDWARE COMPANY           | 508 E Commercial St                 | Springfield       | MO | 65803-2946 | 417-862-6775 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 1404 N Missouri St                  | Macon             | MO | 63552-1930 | 660-385-3311 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 1614 N Green St                     | Kirksville        | MO | 63501-2458 | 660-665-3742 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 1900 Business Loop 70 E             | Columbia          | MO | 65201-5559 | 573-449-7277 |
| G Whitaker              | WHITAKERS ACE HARDWARE              | 138 W Yoakum Ave                    | Chaffee           | MO | 63740-1137 | 573-887-3504 |
| Richard F Baalman Jr    | BRAMM INC.                          | 11767 Manchester Rd                 | Saint Louis       | MO | 63131-4616 | 314-966-6611 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 206 E 2nd St                        | Fulton            | MO | 65251-1650 | 573-642-7201 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 700 W Jackson St                    | Mexico            | MO | 65265-1941 | 573-581-6691 |
| John Eck                | GIFFORD LBR CO. INC                 | 510 Potosi St                       | Farmington        | MO | 63640      | 573-756-5762 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 600 S Washington St                 | Chillicothe       | MO | 64601-3040 | 660-646-5688 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 1205 N 7 Hwy                        | Blue Springs      | MO | 64014-2281 | 816-229-1177 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 5009 NE Vivion Rd                   | Kansas City       | MO | 64119-2936 | 816-454-1122 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 1010 Thompson Blvd                  | Sedalia           | MO | 65301-2243 | 660-827-3630 |
| Jerry Combs             | BAKER FARM AND HARDWARE, INC.       | 1023 Homcrest St                    | Kennett           | MO | 63857-1589 | 573-888-4649 |
| Thomas Parks            | R & R STORES INC.                   | 845 N Commercial Ave                | Saint Clair       | MO | 63077-1118 | 636-629-4300 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 10130 E State Route 350             | Raytown           | MO | 64138-1868 | 816-353-6120 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 1325 S Belt Hwy                     | Saint Joseph      | MO | 64507-2228 | 816-232-5545 |
| Steven Edele            | EDELE & MERTZ HARDWARE COMPANY      | 1822 S Broadway                     | Saint Louis       | MO | 63104-4051 | 314-421-2131 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 6201 Independence Ave               | Kansas City       | MO | 64125-1622 | 816-231-8505 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 2350 S Campbell Ave                 | Springfield       | MO | 65807-2972 | 417-887-8926 |
| Sam Schalk              | GAMBLIN LUMBER COMPANY              | 1006 Peach St                       | Poplar Bluff      | MO | 63901-6026 | 573-785-2317 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 103 S 291 Highway                   | Lees Summit       | MO | 64063-2938 | 816-525-4227 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 415 E US Highway 24                 | Independence      | MO | 64050-2907 | 816-254-0411 |
| James Turnbough         | TURNBOUGH BUILDING SUPPLY, INC.     | 125 E Elm St                        | Piedmont          | MO | 63957-1551 | 573-223-4267 |
| Kim Houska              | HARD TECH, INC                      | 1520 Jeffco Blvd                    | Arnold            | MO | 63010-2144 | 636-296-5374 |
| Shannon Carlisle        | Blessed Souls, LLC                  | 401 N State St                      | Knob Noster       | MO | 65336-1163 | 660-563-6332 |
| Kent G Porter           | PORTERS BUILDING CENTERS, INC.      | 700 E 92 Highway                    | Kearney           | MO | 64060      | 816-628-6111 |
| Kent G Porter           | PORTERS BUILDING CENTERS, INC.      | 223 N Main St                       | Laurie            | MO | 65038      | 573-374-7277 |
| Richard F Baalman Jr    | ALTCO L.L.C.                        | 221 Lamp And Lantern Vlg            | Chesterfield      | MO | 63017-8209 | 636-386-7733 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 1000 Westport Rd                    | Kansas City       | MO | 64111-4040 | 816-756-2445 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 328 B E Young Street                | Warrensburg       | MO | 64093-1256 | 660-429-3199 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 444 SW Ward Rd                      | Lees Summit       | MO | 64081-2447 | 816-246-4494 |
| William G Cotton        | COTTON'S INC.                       | 10042 Gravois Rd                    | Saint Louis       | MO | 63123-4024 | 314-631-8464 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 157 Crown Hill Rd                   | Excelsior Springs | MO | 64024-3633 | 816-630-2770 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 810 Washington Corners              | Washington        | MO | 63090      | 636-239-6761 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 1804 E Ohio St                      | Clinton           | MO | 64735-2429 | 660-885-1054 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 5945 NE Antioch Rd                  | Gladstone         | MO | 64119-2019 | 816-454-9900 |
| Colton Inmon            | BRANSON WEST HARDWARE, INC.         | 16981 State Highway 13              | Branson West      | MO | 65737-9670 | 417-272-0078 |
| William Mc Croskey      | NIXA HARDWARE CO., INC.             | 510 W Mount Vernon St               | Nixa              | MO | 65714-9329 | 417-725-3512 |
| Carissa Henkle          | HW HENKLE ENTERPRISES INC           | 1201 S Madison St                   | Webb City         | MO | 64870-2833 | 417-673-2112 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 918 SW 7 Hwy                        | Blue Springs      | MO | 64015      | 816-224-6262 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 9065 Watson Rd                      | Saint Louis       | MO | 63126-2220 | 314-962-3200 |
| Karen Cowan             | KRMC, LLC                           | 3310 W College St                   | Springfield       | MO | 65802-5317 | 417-869-2912 |
| James Haik              | BRICKSTONE HARDWARE, LLC            | 1791 James River Rd                 | Ozark             | MO | 65721-6724 | 417-582-2700 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 8740 Manchester Rd                  | Brentwood         | MO | 63144-2724 | 314-968-6448 |
| Christopher J Niemann   | NIEMANN FOODS, INC.                 | 1212 S Main                         | Palmyra           | MO | 63461-1901 | 573-769-2418 |
| William G Cotton        | COTTON'S, INC.                      | 13246 Tesson Ferry Rd               | Saint Louis       | MO | 63128-3840 | 314-849-1771 |
| William G Cotton        | COTTON'S, INC.                      | 835 Lemay Ferry Rd                  | Saint Louis       | MO | 63125-1751 | 314-638-8600 |
| Joseph Jeffries         | WESTLAKE HARDWARE, INC.             | 2300 S Springfield Ave              | Bolivar           | MO | 65613-9124 | 417-777-3086 |
| Joseph Jeffries         | Westlake Hardware, Inc.             | 1401 Mitchell Rd                    | West Plains       | MO | 65775-7692 | 417-256-3303 |
| Christopher J Niemann   | Niemann Foods, Inc.                 | 1555 W Highway 54 Ste 10            | Vandalia          | MO | 63382-1158 | 573-594-2274 |
| Richard F. Baalman, Jr. | ALTCO, L.L.C.                       | 15870 Clayton Rd                    | Ellisville        | MO | 63011-2212 | 636-220-1255 |
| Joseph Jeffries         | Westlake Hardware, Inc.             | 1409 S Main St                      | Maryville         | MO | 64468-2607 | 660-582-3562 |
| James Scott Plummer     | Plummer's How-To Store, Inc.        | 101 E Liberty St                    | Farmington        | MO | 63640-3127 | 573-756-6001 |
| William G Cotton        | Cotton's, Inc.                      | 601 Sainte Genevieve Dr             | Sainte Genevieve  | MO | 63670-1824 | 573-883-5712 |
| Alan Koenig             | LAKA, LLC                           | 190 Cross Creek Blvd                | Branson           | MO | 65616      | 417-320-6218 |
| Kenneth R Fluegge       | Kemo Enterprises, L.L.C.            | 426 E Main St                       | Jackson           | MO | 63755-1458 | 573-204-9499 |
| Erick D. Taylor         | RPCS, INC.                          | 2150 E Cleveland St                 | Monett            | MO | 65708-6134 | 417-236-2800 |
| William G. Cotton       | Cotton's, Inc.                      | 303 S Franklin St                   | Cuba              | MO | 65453-1303 | 573-885-0876 |
| Joseph Polizzi          | Town and Country Super Market, Inc. | 508 E 5th St                        | Dixon             | MO | 65459-6201 | 573-759-6212 |
| William G. Cotton       | Cotton's Inc.                       | 210 N Main St                       | De Soto           | MO | 63020-1712 | 636-586-3230 |
| Joseph Jeffries         | Westlake Hardware, Inc.             | 9200 NW Highway 45                  | Parkville         | MO | 64152      | 816-330-6301 |
| Kent Porter             | Porters Building Centers, Inc.      | 15700 N 169 Hwy, Unit D             | Smithville        | MO | 64089      | 816-873-7800 |
| William G. Cotton       | Cotton's Inc.                       | 1550 Denmark Rd                     | Union             | MO | 63084-4481 | 636-744-1094 |
| Richard L. Prenger      | Prenger Foods, INC.                 | 542 S Main St                       | Brookfield        | MO | 64628-2339 | 660-258-2653 |
| Joseph Jeffries         | Westlake Hardware, INC.             | 12634 Dorsett Rd                    | Maryland Heights  | MO | 63043-2130 | 314-453-9393 |
| Joseph Jeffries         | Westlake Hardware, Inc.             | 104 W 63rd St                       | Kansas City       | MO | 64113-1616 | 816-533-3223 |
| Joseph Jeffries         | Westlake Hardware, Inc.             | 915 Jungermann Rd                   | Saint Peters      | MO | 63376-3093 | 636-329-4072 |
| John Henkle             | HW Henkle Enterprises Inc           | 2934 McClelland Boulevard           | Joplin            | MO | 64804      | 417-553-4172 |
| Kim Eskew               | Harp's Food Stores, Inc.            | 707 Specialtiy Drive, Suite B       | Dexter            | MO | 63841-2718 | 573-624-3733 |
| Cory Huskey             | Huskey Investments, LLC             | 1719 N Kings Highway                | Cape Girardeau    | MO | 63701      | 573-335-3900 |
| William G Cotton        | Cotton's Inc.                       | 111 Hilltop Village Shopping Center | Eureka            | MO | 63025      | 636-549-3410 |

| Owner Name              | Legal Name                          | Street                           | City            | St | Zip Code   | Phone #      |
|-------------------------|-------------------------------------|----------------------------------|-----------------|----|------------|--------------|
| William G Cotton        | Cotton's Inc.                       | 918 S Westwood Blvd              | Poplar Bluff    | MO | 63901-6106 | 573-686-1026 |
| Michael Douglas Hampton | Hampton Lawn and Garden Inc         | 113 State Hwy W                  | Marshfield      | MO | 65706-9552 | 417-859-4400 |
| Luke Bartow             | Bartow Hardware and Home LLC        | 2302 23rd St                     | Mountain Grove  | MO | 65711-3110 | 417-349-6807 |
| Jordan Parks            | JPB Stores, Inc.                    | 252 S Service Rd E               | Sullivan        | MO | 63080-1367 | 573-468-8312 |
| Joseph Jeffries         | Westlake Hardware, Inc.             | 1140 Meramec Station Rd          | Ballwin         | MO | 63021-6945 | 636-923-3000 |
| Joseph Jeffries         | Westlake Hardware, Inc.             | 9715 N Ash Ave                   | Kansas City     | MO | 64157-9678 | 816-226-4659 |
| Pat Raybould            | B & R Stores, Inc.                  | 600 S Church St                  | Fayette         | MO | 65248      | 660-248-2211 |
| Pat Raybould            | B & R Stores, Inc.                  | 212 Main St                      | Slater          | MO | 65349-1412 | 660-529-3113 |
| Joseph Jeffries         | Westlake Hardware, Inc.             | 3511 SW Market St                | Lees Summit     | MO | 64082-2327 | 816-366-5046 |
| Ken G Porter            | Porters Building Centers, Inc.      | 4627 Osage Beach Pkwy            | Osage Beach     | MO | 65065-2354 | 573-535-5111 |
| Richard F Baalman Jr    | RAHSTL LLC                          | 5437 Southwest Ave               | Saint Louis     | MO | 63139-1465 | 314-919-9913 |
| Joseph Jefferies        | Westlake Hardware, Inc.             | 505 E Nifong Blvd                | Columbia        | MO | 65201-3765 |              |
| Luke Bartow             | Bartow Hardware LLC                 | 1011 Springfield Rd              | Ava             | MO | 65608-5658 | 000-000-000  |
| Kenneth R Fluegge       | KEMO 2 Enterprises, L.L.C.          | 1405 Old St Marys Rd             | Perryville      | MO | 63775      | 573-517-6400 |
| Ken G Porter            | Porters Building Centers, Inc.      | 104 North St                     | Lathrop         | MO | 64465-9609 | 816-628-6111 |
| David C Shaw            | Helpful Group, LLC                  | 1400 University Ave              | Oxford          | MS | 38655-4032 | 662-234-3232 |
| Carl Fountain           | FOUNTAIN ACE HARDWARE INC.          | 231 E First St                   | Forest          | MS | 39074-4286 | 601-469-2342 |
| W.S Guthrie III         | Clalborne Hardware Company          | 1057 Highway 61 N                | Port Gibson     | MS | 39150-4293 | 601-437-4264 |
| David Knight            | HILL HARDWARE, INC.                 | 717 Main St                      | Columbia        | MS | 39429-2937 | 601-736-3417 |
| Dennis Lott             | A.L.L. CORPORATION                  | 139 Hwy 51 North                 | Batesville      | MS | 38606-2552 | 662-563-4672 |
| Martha G Walley         | M.S. GATLIN LUMBER CO, INC.         | 57 Woodards Switch Rd            | Waynesboro      | MS | 39367-8152 | 601-735-2358 |
| William J Rooks         | ROOKS REVELL HARDWARE CO., INC.     | 2509 Highway 80 E                | Pearl           | MS | 39208-3328 | 601-939-2861 |
| Ennis Kay               | PRASSEL LUMBER COMPANY, INC.        | 275 Highway 51                   | Ridgeland       | MS | 39157-3933 | 601-856-4191 |
| Hunter Knight           | MURPHY BATEMAN BUILDING SUPPLIES, L | 1312 S Main St                   | Poplarville     | MS | 39470-3320 | 601-795-4177 |
| Cristy Holloway         | FLOORS AND MORE OF MISSISSIPPI, INC | 721 Robb Street                  | Summit          | MS | 39666-0309 | 601-276-9544 |
| Guy F Pylant            | HENSLEIGH'S ENTERPRISES, INC        | 115 Shelby Speights Dr           | Purvis          | MS | 39475-4094 | 601-794-8603 |
| Jean W Allen            | Central Building Supply & Hardware, | 205 2nd St SE                    | Magee           | MS | 39111-3638 | 601-849-2443 |
| William J Rooks         | REVELL HARDWARE CO., INC.           | 730 Clinton Pkwy                 | Clinton         | MS | 39056-5227 | 601-924-4510 |
| William J Rooks         | REVELL HARDWARE CO., INC.           | 5726 Terry Rd                    | Byram           | MS | 39272-9735 | 601-371-8429 |
| Jim King                | DELTA AUTO PARTS, INC.              | 647 Haley Barbour Pkwy           | Yazoo City      | MS | 39194-4750 | 662-746-1143 |
| Dennis Stine            | STINE, L.L.C.                       | 108 Highway 61                   | Natchez         | MS | 39120-5217 | 601-442-7318 |
| William J Rooks         | REVELL HARDWARE CO., INC.           | 1899 49 South                    | Florence        | MS | 39073      | 601-932-2690 |
| Timothy Sutton          | TIM'S HARDWARE, INC.                | 2057 Highway 51                  | Wesson          | MS | 39191-6019 | 601-643-2636 |
| Sherrell Thornton       | ACE HARDWARE OF PETAL, INC.         | 401 S Main St                    | Petal           | MS | 39465-2201 | 601-544-6111 |
| Keith Dorman            | PERKINS HARDWARE ENTERPRISES, INC.  | 220 Highway 51 N                 | Brookhaven      | MS | 39601-2654 | 601-833-1561 |
| Allen B Towles          | Cleveland Home & Hardware, Inc      | 401 1st St                       | Cleveland       | MS | 38732-2367 | 662-843-8200 |
| Mitchell Glenn Vinson   | PIGGLY WIGGLY OF RED BAY, ALABAMA,  | 326 Second Street                | Belmont         | MS | 38827-7747 | 662-454-7163 |
| Reagan L Brown          | Happy Hardware, LLC                 | 109 Bo Bo Dr                     | Crystal Springs | MS | 39059-2741 | 601-647-0223 |
| Herbert B Ramey         | Ramey & Sons, Inc.                  | 701 N Front St                   | Richton         | MS | 39476-2213 | 601-788-9616 |
| Dennis Lott             | ALL Corporation                     | 2180 Highway 61 N                | Tunica          | MS | 38676      | 662-363-3755 |
| William J. Rooks        | Reservoir Ace, LLC                  | 1919 Spillway Rd                 | Brandon         | MS | 39047-6021 | 601-724-8999 |
| Jack V. Greer, Jr.      | Autry Greer & Sons, Inc.            | 550 S Archusa Ave                | Quitman         | MS | 39355-2330 | 601-776-4521 |
| Mitchell Glenn Vinson   | Piggly Wiggly of Red Bay, Alabama,  | 627 Battleground Dr              | luka            | MS | 38852-1314 | 662-423-3651 |
| Michael J. Wilcosky     | Seminary Ace Hardware, LLC          | 211 W Main St                    | Seminary        | MS | 39479-9032 | 601-722-9066 |
| William J. Rooks        | Revell Ace North Jackson LLC        | 5060 BI-55 North                 | Jackson         | MS | 39211      | 601-812-1400 |
| David C. Majure         | Southeast Ace, LLC                  | 4900 Poplar Springs Dr, Suite 18 | Meridian        | MS | 39305-1650 | 601-286-3860 |
| Jimmy Nichols           | Houchens Food Group, Inc.           | 515 City Ave S                   | Ripley          | MS | 38663-2517 | 662-837-9257 |
| Taylor Paris            | Paris Ace Ocean Springs Inc.        | 2933 Bienville Blvd              | Ocean Springs   | MS | 39564-4305 | 228-818-2959 |
| Herbert Bradford Ramey  | Ramey & Sons, LLC                   | 4233 Rocky Branch Rd             | Sumrall         | MS | 39482-4142 | 601-758-4409 |
| Robert Taylor           | Taylor's Tool & Supply, LLC         | 55 N Columbus Ave                | Louisville      | MS | 39339-2600 | 662-773-5021 |
| Fred Lambert            | American Appliance & Supply Inc     | 119 Enochs St                    | Tylertown       | MS | 39667-2711 | 601-876-2183 |
| William C Thornburg Jr  | LDBT Holdings, LLC                  | 318 W Park Ave                   | Greenwood       | MS | 38930-2902 | 662-453-7554 |
| Jason Cook              | Lumberton MS Marketplace LLC        | 772 E Main Ave                   | Lumberton       | MS | 39455-9618 | 601-688-3006 |
| George H Booth II       | Tupelo Ace Hardware Inc.            | 1776 McCullough Blvd             | Tupelo          | MS | 38801-7101 | 662-842-4638 |
| Brian Ferrell           | Ferrells Ace Hardware of MS LLC     | 2401 S Harper Rd                 | Corinth         | MS | 38834-6751 | 662-287-2165 |
| Patti Saia              | McDaniel's General Merchandise, Inc | 496 Highway 49                   | Mc Henry        | MS | 39561-6156 | 601-928-7452 |
| William Rooks           | Revell Ace Madison, LLC             | 952 Highway 51                   | Madison         | MS | 39110-8406 | 601-856-5555 |
| David C Majure          | Southeast Ace, LLC                  | 3720 Hardy Street Ste 10         | Hattiesburg     | MS | 39402-1596 | 601-326-2389 |
| Jason Cook              | Liberty MS Ace Hardware LLC         | 302 North Industrial Park Drive  | Liberty         | MS | 39645      | 601-980-8002 |
| Matthew Skaer           | Jassels 2 LLC                       | 4405A Aloha Drive                | Diamondhead     | MS | 39525      | 228-222-4808 |
| Robert Taylor           | Taylor's Tool & Supply, LLC         | 118 Highway 12 W Ste 10          | Starkville      | MS | 39759-3760 | 662-546-5980 |
| Jason Cook              | Heidelberg Ms Ace Hardware, LLC     | 2003 Pine Ave                    | Heidelberg      | MS | 39439-3542 | 000-000-000  |
| Eric L Bowman           | THE OWENHOUSE HARDWARE COMPANY      | 36 E Main St                     | Bozeman         | MT | 59715-4758 | 406-587-5401 |
| Kim Roberts             | INLAND EMPIRE BUILDERS INC.         | 1704 Main St E                   | Thompson Falls  | MT | 59873-9307 | 406-827-3519 |
| Terry Taylor            | TAYLOR'S ACE HARDWARE AND DRUG INC. | 6141 Homestead Blvd              | Colstrip        | MT | 59323      | 406-748-3450 |
| Marcia Thomas           | REBCO INC                           | 302 N Montana St                 | Dillon          | MT | 59725-3311 | 406-683-5521 |
| Danny Paul Shores       | FARMERS & RANCHERS LUMBER COMPANY,  | 7 N 1st Street E                 | Malta           | MT | 59538      | 406-654-1412 |
| Charles Steadman        | STEADMAN'S HARDWARE, INC.           | 611 S Haynes Ave                 | Miles City      | MT | 59301-4770 | 406-234-4168 |
| Marilyn R. Nelson       | Glacier Country Enterprises, LLC    | 6490 US Highway 93 S             | Whitefish       | MT | 59937-8237 | 406-862-3573 |
| Dean Swank              | SWANK ENTERPRISES, INC.             | 615 Pondera Avenue               | Valier          | MT | 59486      | 406-279-3251 |
| Harold Simard           | RANCH AND FARM WHOLESale SUPPLY, IN | 207 Harmon Ave PO Box 787        | Glendive        | MT | 59330-0787 | 406-365-4711 |
| N Allen Rome            | ROME ENTERPRISES, INC               | 506 2nd St                       | Deer Lodge      | MT | 59722-1402 | 406-846-2461 |
| Dirk M Markle           | MARKLE'S, INC.                      | 416 2nd Ave S                    | Glasgow         | MT | 59230-2317 | 406-228-9367 |
| Westley Gilmore         | WERCO INDUSTRIES, INC.              | 507 W 9th St Hwy 2 W             | Libby           | MT | 59923-1627 | 406-293-2735 |
| Nicholas Filler         | CRS HARDWARE CORPORATION            | 2301 Brooks St                   | Missoula        | MT | 59801-7959 | 406-728-3030 |
| J Wikle                 | ORSAN, INC.                         | 2414 N Montana Ave               | Helena          | MT | 59601-0875 | 406-442-7770 |

| Owner Name            | Legal Name                          | Street                         | City           | St | Zip Code   | Phone #      |
|-----------------------|-------------------------------------|--------------------------------|----------------|----|------------|--------------|
| Charles D. King       | KING'S HARDWARE CENTRAL INC.        | 2264 Central Ave               | Billings       | MT | 59102-4645 | 406-656-1445 |
| Charles D. King       | KING'S HARDWARE STATE INC.          | 4170 State Ave                 | Billings       | MT | 59101-3550 | 406-245-0070 |
| Loren Sax             | Sax, Inc.                           | 1547 Main St                   | Billings       | MT | 59105-1737 | 406-245-0756 |
| Tom Walters           | CHARLES WALTER, INC.                | 102 South Main                 | Sheridan       | MT | 59749-9516 | 406-842-5413 |
| Nicholas Filler       | CRS HARDWARE CORPORATION            | 905 E Broadway St              | Missoula       | MT | 59802-4913 | 406-721-9690 |
| Michael Chulyak II    | WYD Hardware, Inc.                  | 111 Mcleod Street              | Big Timber     | MT | 59011      | 406-932-5318 |
| David Bartel          | MAR-SELL, INC                       | 815 NE Main ST                 | Lewistown      | MT | 59457-2080 | 406-538-4000 |
| Nicholas Filler       | CRS HARDWARE CORPORATION            | 63597 US Highway 93            | Ronan          | MT | 59864-3303 | 406-676-6000 |
| Nicholas Filler       | CRS HARDWARE CORPORATION            | 50393 US Highway 93            | Polson         | MT | 59860-7046 | 406-883-6884 |
| Bridget Morse         | RED DUCK INC.                       | 10 N Main                      | Whitehall      | MT | 59759      | 406-287-3430 |
| James Hellen          | HELLBAR, INC.                       | 3527 10th Ave S                | Great Falls    | MT | 59405-3453 | 406-727-5550 |
| Nicholas Filler       | CRS HARDWARE CORPORATION            | 130 N Meridian Rd              | Kalispell      | MT | 59901-3848 | 406-755-9701 |
| James Hellen          | HELLBAR, INC.                       | 215 NW Bypass                  | Great Falls    | MT | 59404-4120 | 406-216-5050 |
| Matthew Dowdell       | DOWDELL SHELLENBERG, LLC            | 1106 W Park St Ste 1           | Livingston     | MT | 59047-2955 | 406-222-0202 |
| Matthew Dowdell       | TOM & MATT, LLC                     | 2607 Harrison Ave              | Butte          | MT | 59701-3759 | 406-723-3570 |
| Matthew Dowdell       | CHRIS & KELLY, LLC                  | 1310 E Commercial Ave          | Anaconda       | MT | 59711-2722 | 406-563-6060 |
| Eric L Bowman         | THE OWENHOUSE HARDWARE COMPANY      | 8695 Huffine Ln                | Bozeman        | MT | 59718-9097 | 406-582-7330 |
| Ann Bethea            | TRIPLE B ENTERPRISES, INC.          | 5524 Old Hwy 93                | Florence       | MT | 59833-6564 | 406-273-4333 |
| David R Evans         | A D EVANS ENTERPRISES, INC.         | 714 N 1st St                   | Hamilton       | MT | 59840-2134 | 406-363-3351 |
| Charles D. King       | Kings Hardware Grand, Inc.          | 1551 Zimmerman Trl             | Billings       | MT | 59102-7648 | 406-656-1446 |
| Charles D. King       | LAUREL HARDWARE, INC.               | 415 SE 4th St                  | Laurel         | MT | 59044-3314 | 406-628-8276 |
| Kevin A Barton        | Mountain View Mercantile, Inc.      | 1565 Lone Mountain Trl         | Big Sky        | MT | 59716      | 406-995-4500 |
| Robert Reid           | 4R UP INC.                          | 112 3rd St W                   | Chinook        | MT | 59523      | 406-357-3222 |
| Ryan Pestel           | Three Forks Hardware, Inc           | 10 S Main St PO Box 9          | Three Forks    | MT | 59752-0009 | 406-285-6666 |
| Greg Tabish           | Seeley Lake Investments, LLC        | 3182 Highway 83                | Seeley Lake    | MT | 59868      | 406-677-2445 |
| Charles D. King       | Lockwood Hardware Inc               | 678 Johnson Lane               | Lockwood       | MT | 59101      | 406-656-1447 |
| Steve Bachmeier       | Scarlet, Inc.                       | 6280 Jackrabbit Ln             | Belgrade       | MT | 59714-9022 | 406-388-6012 |
| Ann Bethea            | Triple B Enterprises, Inc.          | 4054 Eastside Hwy              | Stevensville   | MT | 59870-6675 | 406-777-5525 |
| Charles D. King       | Evergreen Hardware Inc              | 1540 13th St W                 | Billings       | MT | 59102-3202 | 406-272-1617 |
| David Weisz           | Three Bears Alaska, Inc.            | 45 Three Bears Dr              | Butte          | MT | 59701-7171 | 406-494-7547 |
| Steve Bachmeier       | Scarlet, Inc.                       | 130 E Wooden Shoe Ln           | Manhattan      | MT | 59741-8391 | 406-282-2900 |
| Steve Bartmess        | Valley Ace, LLC                     | 7515 N Montana Ave             | Helena         | MT | 59602-9389 | 406-422-4143 |
| Charles D King        | Columbus Hardware Inc               | 537 Clough Avenue S PO Box 537 | Columbus       | MT | 59019-0537 | 406-322-8551 |
| Christopher Darlow    | Darlow's Quality Foods, LLC         | 301 River St PO Box 32         | Superior       | MT | 59872-0032 | 406-822-4801 |
| Frank L Pirtz Jr      | Red Lodge Home & Hardware, Inc.     | 1 N Oakes Ave                  | Red Lodge      | MT | 59068-9007 | 406-446-1847 |
| Bridget Morse         | Red Duck, Inc.                      | 104 S Main St                  | Boulder        | MT | 59632-7762 | 406-225-4399 |
| F. Thomas Shellenberg | Flathead's Ace Hardware, LLC        | 2148 US Highway 2 E            | Kalispell      | MT | 59901-2814 | 406-752-4221 |
| Tom Shellenberg       | Columbia Falls Ace Hardware, LLC    | 1927 9th St W                  | Columbia Falls | MT | 59912-4412 | 406-609-4111 |
| James R Hellen        | JH Squared, Inc.                    | 406 Main Ave S                 | Choteau        | MT | 59422      | 406-216-5050 |
| Charles D. King       | Sidney Hardware Inc                 | 500 N Central Ave              | Sidney         | MT | 59270-4200 | 406-630-8131 |
| Timothy Moylan        | H&M Investments LLC                 | 105 W Central Ave              | Shelby         | MT | 59474-2017 | 406-434-2104 |
| Candyece Sandberg     | Fox Sales & Service, Inc.           | 7821 Hwy-287                   | Townsend       | MT | 59644-9707 | 000-000-000  |
| Richard Billman       | Billman's Inc.                      | 133 W Railroad St              | Cut Bank       | MT | 59427-2940 | 406-873-4123 |
| Lewis Reeves          | REEVES HARDWARE COMPANY, INC.       | 275 Main St                    | Highlands      | NC | 28741      | 828-526-2157 |
| Vernon Mcdonald       | HAMLET HARDWARE, INC.               | 28 W Hamlet Ave                | Hamlet         | NC | 28345-2742 | 910-582-3674 |
| Don Hudson            | DIXIE AUTO PARTS                    | 211 Ocean Hwy S                | Hertford       | NC | 27944-7901 | 252-426-5716 |
| John Williford        | OXFORD ACE HARDWARE, INC.           | 119 Hillsboro St               | Oxford         | NC | 27565-3211 | 919-693-1126 |
| Kent Smith            | M. L. Lanier and Smith, Inc.        | 4646 S North Carolina 50 Hwy   | Chinquapin     | NC | 28521      | 910-285-3413 |
| James Johnson         | ACE HARDWARE OF AHOSKIE INC.        | 1405 Memorial Dr E             | Ahoskie        | NC | 27910-3925 | 252-332-8038 |
| Frankie L Meads       | ALBEMARLE BUILDERS SUPPLY, INC.     | 1110 US Highway 17 S           | Elizabeth City | NC | 27909-7629 | 252-335-4343 |
| Sammy Marshburn       | MARSHBURN'S, INC.                   | 605 S Norwood St               | Wallace        | NC | 28466-1621 | 910-285-3341 |
| Cecil Gregory         | Union Grove Hardware, Inc.          | 1700 W Memorial Hwy            | Harmony        | NC | 28634-9354 | 704-539-5504 |
| Dennis Sawyer         | SILER CITY HARDWARE, INC.           | 119 E Raleigh St               | Siler City     | NC | 27344-3413 | 919-742-3736 |
| Janel G White         | SOUND ACE HARDWARE INC.             | 300 Emerald Plantation Rd      | Emerald Isle   | NC | 28594-1910 | 252-354-4640 |
| James Ray             | HERITAGE LUMBER CO., INC.           | 19 E Bypass                    | Burnsville     | NC | 28714-3303 | 828-682-3033 |
| Kimberly S Blaha      | ACE MARINE RIGGING AND SUPPLY, INC. | 600 Arendell St                | Morehead City  | NC | 28557-4233 | 252-726-6620 |
| Jetter Lewis          | LEWIS-BRADY BUILDERS SUPPLY, INC.   | 706 N Walnut St                | Fairmont       | NC | 28340-2044 | 910-628-7775 |
| Carl Waters           | CARL WATERS, SR.                    | 778 W Corbett Ave              | Swansboro      | NC | 28584-8452 | 910-326-1538 |
| Roger Melvin          | TONEY HARDWARE COMPANY              | 402 S Bickett Blvd             | Louisburg      | NC | 27549-2802 | 919-496-7920 |
| Joseph Pitt           | MARROW-PITT HARDWARE COMPANY INC    | 1713 N Main St                 | Tarboro        | NC | 27886-2523 | 252-823-7011 |
| Ashley S Elmore       | SAINE'S HARDWARE & GARDEN CENTER, I | 127 Spake Rd                   | Lincolnton     | NC | 28092-8393 | 704-735-3911 |
| Taita Oka             | Outer Rim Enterprises, Inc          | 3508 N Kerr Ave                | Wilmington     | NC | 28405-8689 | 910-763-2004 |
| B. Dawn Armfield      | ZICKGRAF ENTERPRISES, INC.          | 301 Depot St                   | Franklin       | NC | 28734-3060 | 828-369-1200 |
| Philip Bame           | BAME ACE HARDWARE, INC.             | 1021 N Lake Park Blvd          | Carolina Beach | NC | 28428-4128 | 910-458-8266 |
| Herbert Robinson      | ROBINSON & ROBINSON, INC.           | 3263 Holden Beach Rd SW        | Holden Beach   | NC | 28462-5717 | 910-842-4142 |
| Carlton Hill          | H. CARLTON HILL                     | 8201 N NC Hwy 150              | Clemmons       | NC | 27012-6841 | 336-775-2775 |
| Thomas Simpson        | BEAUFORT ACE HOME CENTER LLC        | 1511 Live Oak St               | Beaufort       | NC | 28516-1518 | 252-728-3111 |
| David Ferguson        | FERGUSON HARDWARE CO. OF CHERRYVILL | 2267 Lincolnton Hwy            | Cherryville    | NC | 28021-8343 | 704-435-3713 |
| Dan Medlin            | MEDLIN AND DORMAN, INC.             | 216-218 E Main St              | Benson         | NC | 27504      | 919-894-3164 |
| Denny Jordan          | COASTAL HARDWARE & SUPPLY CENTER, I | 594 Seaside Rd SW              | Sunset Beach   | NC | 28468-6135 | 910-579-6245 |
| Tommy Reeves          | NEW HAMPSTEAD HARDWARE, INC.        | 15597 US Highway 17 N          | Hampstead      | NC | 28443-3087 | 910-270-3237 |
| Benjamin B. Johnson   | RIDDICK AND WINDLEY, INC.           | 235 Pamlico St                 | Belhaven       | NC | 27810-1417 | 252-943-2205 |
| Wess Schaefer         | WESCO INC OF GREENE CO.             | 321 Hwy 13 S                   | Snow Hill      | NC | 28580-8472 | 252-747-9020 |
| Daniel Cahill         | CAHILL OF CAROLINA, INC.            | 20510 N Main St                | Cornelius      | NC | 28031-8522 | 704-892-7651 |
| William L McNeely Jr  | LBM INDUSTRIES INC.                 | 17668 Rosman Hwy               | Sapphire       | NC | 28774-9766 | 828-966-4484 |
| William Young         | CGI ENTERPRISES, INC.               | 136 Weaver Blvd                | Weaverville    | NC | 28787-8345 | 828-645-8811 |

| Owner Name               | Legal Name                          | Street                          | City           | St | Zip Code   | Phone #      |
|--------------------------|-------------------------------------|---------------------------------|----------------|----|------------|--------------|
| James Wilkerson          | BLACKHAWK HARDWARE INC.             | 4225 Parkroad Shopping Center   | Charlotte      | NC | 28209-2231 | 704-525-2682 |
| Andreas Bechtler         | MAIN STREET PROPERTY, L.L.C.        | 217 Town Center Dr              | Locust         | NC | 28097-8001 | 704-888-0093 |
| Albert A Alverson        | MCKNIGHT HARDWARE, INC.             | 1709 E Bessemer Ave             | Greensboro     | NC | 27405-7245 | 336-273-1943 |
| Wendy Wrigglesworth      | WRIGGLESWORTH ENTERPRISES, INC.     | 3516 S College Rd.              | Wilmington     | NC | 28412-0912 | 910-889-3516 |
| James Lance              | ANDREWS ACE HARDWARE & BUILDING CEN | 306 Whitaker Ln                 | Andrews        | NC | 28901-8077 | 828-321-4275 |
| Jeffery Steelman         | STEELMAN'S ACE HARDWARE, INC.       | 5431 US Highway 158             | Bermuda Run    | NC | 27006-6908 | 336-998-1987 |
| Teresa Morgan            | CALABASH HARDWARE AND HOME CENTER,  | 9030 Beach Dr                   | Calabash       | NC | 28467-2900 | 910-579-3237 |
| Paul D Owens             | Owens Hardware, Inc.                | 144 Elams Rd                    | Littleton      | NC | 27850-8479 | 252-586-0330 |
| Gregory Paul             | CAROLINA ACE, INC.                  | 911 Greenville Hwy              | Hendersonville | NC | 28792-5728 | 828-697-2237 |
| Roger Melvin             | TONEY HARDWARE COMPANY              | 1120 US Hwy 1 N                 | Youngsville    | NC | 27596-8607 | 919-554-1541 |
| Jagdish Patel            | SATYAY LLC                          | 5539 Hovis Rd                   | Charlotte      | NC | 28216      | 704-399-5221 |
| Terry L Beaver           | T S B OF ROCKWELL, INC.             | 229 E Main St                   | Rockwell       | NC | 28138-6760 | 704-279-5269 |
| William Carver           | W. CARVER ENTERPRISES, INC          | 1391 Dellwood Rd                | Waynesville    | NC | 28786-6913 | 828-926-0300 |
| William F Young          | CGI ENTERPRISES, INC.               | 812 Merrimon Ave                | Asheville      | NC | 28804-2417 | 828-505-3672 |
| William L McNeely Jr     | LBM INDUSTRIES, INC.                | 696 US Highway 64 E             | Cashiers       | NC | 28717-6030 | 828-743-6180 |
| James M Takes            | BRAWLEY SCHOOL HARDWARE, LLC        | 1082 Brawley School Rd          | Mooresville    | NC | 28117-8994 | 704-658-0033 |
| James T Johnson Jr       | Ace Hardware of Ahoskie, Inc.       | 415 W Main St                   | Murfreesboro   | NC | 27855-1418 | 252-396-8038 |
| Shannon Barker           | LANKEN ENTERPRISES, LLC             | 117 B Village Road NE           | Leland         | NC | 28451-7413 | 910-383-6688 |
| William F Young          | CGI ENTERPRISES, INC.               | 1900 Hendersonville Rd          | Asheville      | NC | 28803-7768 | 828-676-0047 |
| Charlie A Boyd           | ARBCO HARDWARE STORE, INC.          | 1010 W Fort Macon Rd            | Atlantic Beach | NC | 28512-5318 | 252-240-0254 |
| Joseph G Smith Jr        | TRIANGLE PHARMACY, INC.             | 4711 Hope Vly Rd Ste 1J         | Durham         | NC | 27707-5651 | 919-493-5722 |
| Joseph G Smith Jr        | TRIANGLE PHARMACY, INC.             | 1700 E Hwy 54                   | Durham         | NC | 27713      | 919-544-1711 |
| Glenn D Brewer           | G. Brewer Co., Inc. of Faison       | 348 NE Center St                | Faison         | NC | 28341-7623 | 910-267-2711 |
| Nancy Spencer            | Spencer's Hardware, Farm and Garden | 1612 Rutherford Rd              | Marion         | NC | 28752-4761 | 828-652-3958 |
| Roger L Gouge            | Ledger Hardware, Inc.               | 5489 S 226 Hwy                  | Bakersville    | NC | 28705-7329 | 828-688-4798 |
| Paul D Owens             | Owens Hardware, Inc.                | 411H S Main St                  | Rolesville     | NC | 27571-9664 | 919-263-1883 |
| Michael P Mickiewicz     | Mick Ventures, L.L.C.               | 1537 Union Cross Rd             | Kernersville   | NC | 27284-6500 | 336-497-4191 |
| Andrew R Stevens         | Stevens Hardware Company            | 6756 Market St                  | Wilmington     | NC | 28405-3704 | 910-202-5070 |
| Joseph M Stevens         | Stevens Hardware Company            | 1831 Dawson St                  | Wilmington     | NC | 28403-2328 | 910-762-7977 |
| Dwight Apple             | Big Apple Farm Supply, Incorporated | 407 SW Market St                | Reidsville     | NC | 27320-3825 | 336-349-3336 |
| Daniel Ross Apple        | Apple and Sons, LLC                 | 202 Piedmont St                 | Reidsville     | NC | 27320-3850 | 336-349-3928 |
| Milton Hart Askew IV     | Askew's Hardware, Inc.              | 3938 US Highway 70 E            | New Bern       | NC | 28560-7057 | 252-638-2231 |
| William Young            | CGI Enterprises, Inc.               | 3340 Boylston Hwy Unit 10       | Mills River    | NC | 28759-4103 | 828-891-4545 |
| Randy Saunders           | Southern Pines Ace Operations       | 445 Capital Dr                  | Carthage       | NC | 28327-6210 | 910-684-8817 |
| Joshua C. Patrick        | Appalachian Ace Hardware, LLC       | 75 W Palmer St                  | Franklin       | NC | 28734-3046 | 828-524-0502 |
| Joseph Jeffries          | Westlake Hardware, Inc.             | 6196 Falls of Neuse Rd #100     | Raleigh        | NC | 27609-3516 | 919-790-8832 |
| Joseph Jeffries          | Westlake Hardware, Inc.             | 10930 Raven Ridge Rd, Suite 101 | Raleigh        | NC | 27614-6594 | 919-870-5240 |
| Richard Mark Madden      | Madden NC II, Inc.                  | 1070 Haywood Rd                 | Asheville      | NC | 28806-2640 | 828-785-1900 |
| Joseph Jeffries          | Westlake Hardware, Inc.             | 822 Ocean Trl                   | Corolla        | NC | 27927-9610 | 252-453-4441 |
| Joseph Jeffries          | Westlake Hardware, Inc.             | 6704 Caratoke Hwy               | Grandy         | NC | 27939-9626 | 252-453-2010 |
| Joseph Jeffries          | Westlake Hardware, Inc.             | 4132 N Croatan Hwy              | Kitty Hawk     | NC | 27949-6075 | 252-261-4211 |
| Joseph Jeffries          | Westlake Hardware, Inc.             | 2718 S Croatan Hwy              | Nags Head      | NC | 27959-9020 | 252-441-5644 |
| Joseph Jeffries          | Westlake Hardware, Inc.             | 300 US Highway 64               | Manteo         | NC | 27954-9716 | 252-473-1444 |
| Joseph Jeffries          | Westlake Hardware, Inc.             | 42000 Hwy 12                    | Avon           | NC | 27915      | 252-995-6600 |
| Paul Finnerty            | Finnerty Enterprises, Inc.          | 2135 Hwy 172                    | Sneads Ferry   | NC | 28460      | 910-327-3646 |
| Gail S. Lanier           | Lanier Hardware, Inc.               | 218 S Main St                   | Lexington      | NC | 27292-3324 | 336-248-5935 |
| Randall Brian Saunders   | Seven Lakes Ace Operations Company  | 4379 NC 211                     | West End       | NC | 27376      | 910-400-5613 |
| Joseph Jeffries          | Westlake Hardware, Inc.             | 802 Semart Dr Suite 112         | Raleigh        | NC | 27604-8015 | 919-834-8600 |
| William Young            | CGI Enterprises, Inc.               | 10 Westridge Market Pl          | Candler        | NC | 28715-9174 | 828-527-6468 |
| Richard Mark Madden      | Madden NC III, Inc.                 | 800 Fairview Rd                 | Asheville      | NC | 28803-1028 | 828-774-5350 |
| Joseph Jeffries          | Westlake Hardware, Inc.             | 2976 Kildaire Farm Rd           | Cary           | NC | 27518-8965 | 984-465-1605 |
| Charles Vance Overstreet | Northwest Hardware Company, Incorpo | 3450 Robinhood Rd               | Winston Salem  | NC | 27106-4702 | 336-768-3886 |
| Jeremy Bell              | J.S Bell, INC.                      | 700 E Washington St             | Nashville      | NC | 27856-1739 | 252-459-7934 |
| Shannon Barker           | Peak2Sea LLC                        | 8848 River Rd                   | Southport      | NC | 28461-3800 | 910-477-6444 |
| Lawrence Shaffer         | WXW HARDWARE LLC                    | 3927 Providence Rd S            | Waxhaw         | NC | 28173-8337 | 704-843-4760 |
| Danny Meendering         | H.G.T.V.H.,Inc.                     | 775 Concord Pkwy N              | Concord        | NC | 28027-6035 | 704-786-8195 |
| Kimberly Beasley         | H & B Hardware, LLC                 | 137 Cox St.                     | Eden           | NC | 27288-3439 | 336-623-3194 |
| Joseph Jeffries          | Westlake Hardware, Inc.             | 157 Chatham Downs Dr            | Chapel Hill    | NC | 27517-6110 | 919-704-7156 |
| Paul D Owens             | Owens Hardware, Inc.                | 509 N Main St                   | Holly Springs  | NC | 27540-9397 | 919-567-0233 |
| Paul D Owens             | Owens Hardware, Inc.                | 61 N Raleigh St                 | Angier         | NC | 27501-6679 | 919-275-9779 |
| Paul D Owens             | Owens Hardware, Inc.                | 7277 NC Highway 42              | Raleigh        | NC | 27603-7527 | 919-779-2950 |
| James H Grantham         | Grantham Supply, Inc.               | 3396 US Highway 13 S            | Goldsboro      | NC | 27530-1024 | 919-689-2985 |
| Darin Workman            | The Helpful Hardware Company, LLC   | 205 Indian Trail Rd             | Indian Trail   | NC | 28079      | 704-821-9448 |
| Paul Finnerty            | Stoney Creek Ace Hardware, LLC      | 941 Center Crest Dr             | Whitsett       | NC | 27377-8001 | 336-447-4504 |
| Charlie A Boyd           | Greenville Ace Hardware, Inc.       | 2098 E Fire Tower Rd            | Greenville     | NC | 27858-4134 | 252-756-4600 |
| Stephen Scott Price      | Farmer's Hardware, Inc.             | 107F Mollie Dr S                | Goldsboro      | NC | 27534-9258 | 919-778-2223 |
| Jon Paul Herrin          | J. Herrin Enterprises Inc           | 4109 M L King Jr Blvd           | New Bern       | NC | 28562-2234 | 252-631-2720 |
| Charles Vance Overstreet | Northwest Hardware Company, Incorpo | 526 W Fleming Dr                | Morganton      | NC | 28655-3924 | 828-433-8778 |
| Charles Vance Overstreet | Northwest Hardware Company, Incorpo | 3347 S NC 127 Hwy               | Hickory        | NC | 28602-8213 | 828-294-1022 |
| Joseph Jeffries          | Westlake Hardware, Inc.             | 9101 Leesville Rd STE 169       | Raleigh        | NC | 27613-4092 | 984-238-2299 |
| Daniel Walker            | Walker Hardware LLC                 | 718 East Blvd.                  | Williamston    | NC | 27892-2738 | 252-802-6450 |
| Joseph Jeffries          | Westlake Hardware, Inc.             | 1080 N Rogers Ln                | Raleigh        | NC | 27610-6082 | 984-238-2277 |
| J Thomas Glenn           | Elder's Ace Hardware of Bryson City | 111 Main St                     | Bryson City    | NC | 28713      | 828-488-2782 |
| Lori Tracy Stobbe        | Lotus Hardware, Inc.                | 2800 Raeford Rd Ste 24A         | Fayetteville   | NC | 28303-5465 | 910-900-4455 |
| Joseph Jeffries          | Westlake Hardware, Inc.             | 1589 Skeet Club Rd Suite 105    | High Point     | NC | 27265-8818 | 336-905-6510 |
| J Thomas Glenn           | Elder's Ace Hardare of Robbinsville | 240 Rodney Orr By-Pass          | Robbinsville   | NC | 28771      | 828-479-3341 |



| Owner Name               | Legal Name                          | Street                        | City           | St | Zip Code   | Phone #      |
|--------------------------|-------------------------------------|-------------------------------|----------------|----|------------|--------------|
| Doug Reeves              | Our Town Hardware, Inc.             | 6301 Castle Hayne Rd          | Castle Hayne   | NC | 28429-5013 | 910-675-9205 |
| Matthew Ogden            | WRBS OpCo, LLC                      | 247 Highway 64 Bypass         | Hayesville     | NC | 28904      | 828-389-8035 |
| Charles Vance Overstreet | Northwest Hardware Company, Incorpo | 2700 Old Hollow Rd            | Walkertown     | NC | 27051-9529 | 336-595-2241 |
| Joseph Jeffries          | Westlake Hardware, Inc.             | 2924 Mt Holly Huntersville Rd | Charlotte      | NC | 28214-9396 | 000-000-000  |
| Paul Talley              | Northern Ace, Inc.                  | 3100 NC Highway 150 E         | Greensboro     | NC | 27455-8225 | 336-111-1111 |
| Darin Workman            | The Helpful Hardware Company, LLC   | 9433 NC Highway 127           | Hickory        | NC | 28601-8394 | 828-495-8351 |
| William L McNeely Jr     | LBM Industries Inc                  | 87 W Main St                  | Brevard        | NC | 28712-3648 | 828-883-2103 |
| Mack McLamb              | Promise Hardware , LLC              | 1002 W Cumberland St          | Dunn           | NC | 28334-4716 | 910-292-1100 |
| Lonnie McCaffety         | CM & MM Investments, LLC            | 1761 Neal Hawkins Rd          | Gastonia       | NC | 28056-6005 | 980-238-2830 |
| Daniel Cross             | Cross Ace Hardware Inc              | 1050 Henderson Dr             | Jacksonville   | NC | 28540-7422 | 910-378-1920 |
| Darin Workman            | The Helpful Hardware Company, LLC   | 6912 Matthew-Mint Hill Rd     | Mint Hill      | NC | 28227-7901 | 704-248-8296 |
| Nancy Spencer            | Spencer's Hardware Old Fort, LLC    | 106 E Main St                 | Old Fort       | NC | 28762-9805 | 828-668-5831 |
| Alton Locklear           | Adamnben Enterprises, LLC           | 1675 N Roberts Ave            | Lumberton      | NC | 28358-2281 | 910-738-7788 |
| Brenda Oxford            | Oxford Hardware Corp.               | 5105 W Market St              | Greensboro     | NC | 27409-2613 | 336-299-8411 |
| Brenda Oxford            | Oxford Hardware Corp.               | 2937 S Main St                | High Point     | NC | 27263      | 336-861-4128 |
| Paul Owens               | Owens Hardware, Inc.                | 2462 Wycliff Rd               | Raleigh        | NC | 27607-2903 | 000-000-0000 |
| Danny Meendering         | H.G.T.V.H., Inc.                    | 1818 W Innes St               | Salisbury      | NC | 28144-2510 | 980-330-6700 |
| William Van Horn         | VanCo Industries, Inc.              | 12225 Capital Blvd            | Wake Forest    | NC | 27587-6200 | 000-000-000  |
| Daniel McNeely           | LBM Industries, Inc.                | 271 Rosman Hwy                | Brevard        | NC | 28712-4780 | 828-883-8270 |
| Ronak Parikh             | Bolster NQ Hardware, LLC            | 13646 NC Highway 55           | Alliance       | NC | 28509      | 252-745-4111 |
| Lori Stacy Stobbe        | Lotus Hardware, Inc.                | 14021 NC Highway 50           | Surf City      | NC | 28445-6565 | 910-990-4455 |
| Tim Miller               | Bridges Hardware, Inc               | 301 W King St                 | Kings Mountain | NC | 28086-3343 | 704-739-5461 |
| Jeff Davis               | Taylorville Hardware, Inc.          | 1351 NC Highway 16 S          | Taylorsville   | NC | 28681-8942 | 828-632-5143 |
| William L McNeely Jr     | LBM Industries, Inc.                | 127 Plaza Loop                | Canton         | NC | 28716-4891 | 828-235-2120 |
| William L McNeely Jr     | LBM Industries, Inc.                | 1623 Acquoni Rd               | Cherokee       | NC | 28719-9413 | 828-497-8980 |
| Marshall Feland          | ALMONT LUMBER & EQUIPMENT CO., INC. | 2329 Memorial Hwy             | Mandan         | ND | 58554-4624 | 701-663-4684 |
| Cliff Newby              | NEWBY'S HARDWARE, INC.              | 1173 3rd Ave W                | Dickinson      | ND | 58601-3863 | 701-483-1238 |
| Steve Scheel             | SCHEELS HARDWARE AND SPORT SHOPS IN | 3202-13th Ave S               | Fargo          | ND | 58103-3403 | 701-232-8903 |
| Jeffrey Hinz             | REAL HARDWARE, INC                  | 805 S 7th St                  | Bismarck       | ND | 58504-5862 | 701-258-6161 |
| Jennifer Slind           | RIVER VALLEY ENTERPRISES INC        | 1600 2nd Ave SW               | Minot          | ND | 58701-3459 | 701-839-6166 |
| Steven H Burggraf        | BURGGRAF'S ACE HARDWARE AND PAINT C | 1826 S Washington St          | Grand Forks    | ND | 58201-6350 | 701-738-0455 |
| Theorore Pietron         | THEODORE & SARAH PIETRON            | 1005 Dakota Ave               | Wahpeton       | ND | 58075-4320 | 701-642-5544 |
| Paul Munro               | Munro Builders Supply, Inc.         | 602 Main Ave W                | Rolla          | ND | 58367-7606 | 701-477-3105 |
| Cliff Newby              | Newby's Hardware Bowman, Inc.       | 316 Highway 12 E              | Bowman         | ND | 58623-4031 | 701-523-9818 |
| Mike Wiebolt             | Stanley Hardware, LLC               | 702 Westview Ln               | Stanley        | ND | 58784-4033 | 701-628-2252 |
| Mike Wiebolt             | Tioga Hardware, LLC                 | 119 N Main St                 | Tioga          | ND | 58852-7124 | 701-664-3309 |
| Jeffrey E. Hinz          | Real Hardware, Inc.                 | 4321 Ottawa Street            | Bismarck       | ND | 58503      | 701-751-0529 |
| Michael Fox              | Williston Hardware Inc.             | 10 26th St E                  | Williston      | ND | 58801-3046 | 701-572-7300 |
| Clifford Newby           | Newby's Hardware Devils Lake, Inc.  | 210 Highway 2 W               | Devils Lake    | ND | 58301-2944 | 701-662-9818 |
| Steven H. Burggraf       | Burggraf's Ace Hardware of Fargo Co | 2602 Broadway N               | Fargo          | ND | 58102-1407 | 701-540-5645 |
| Jerald Isaak             | J & M Hardware, Inc.                | 1900 Highway 49 N             | Beulah         | ND | 58523      | 701-873-4318 |
| Steven H. Burggraf       | Burggraf's Ace Hardware of South Fa | 2810 University Dr S          | Fargo          | ND | 58103-6030 | 701-809-8041 |
| Brent Charles Lemer      | LBTV INC.                           | 110 10th St E                 | Harvey         | ND | 58341-1532 | 701-324-2319 |
| Steven H. Burggraf       | Burggraf's Ace Hardware of West Far | 635 32nd Ave E                | West Fargo     | ND | 58078-7114 | 701-809-7090 |
| Jodi Kallias             | Zig Enterprises, LLC                | 1100 13th Avenue E Ste 2      | West Fargo     | ND | 58078-3376 | 701-282-3046 |
| Kevin Watts              | Watts Up, Inc                       | 1610 Governors Dr             | Casselton      | ND | 58012-3918 | 701-346-0104 |
| Jim Shaw                 | Coborn's Incorporated               | 410 10th St SE                | Jamestown      | ND | 58401-5562 | 701-252-1173 |
| Randall Jelinek          | JELINEK HARDWARE CO.                | 1704 W 3rd St                 | Grand Island   | NE | 68803-5419 | 308-382-1874 |
| Dennis Girard            | Bernie's Supply, Inc.               | 315 1/2 Laramie Ave           | Alliance       | NE | 69301-3357 | 308-762-3488 |
| Charles Hinn             | HINNS HARDWARE & FURNITURE CO., INC | 204 S Main St                 | Rushville      | NE | 69360-4535 | 308-327-2132 |
| Kathy Lord               | LORD'S INC                          | 102 S 4th St                  | Indianola      | NE | 69034-6607 | 308-364-2211 |
| Steve Dohring            | HOMESTEAD BUILDING SUPPLY, INC.     | 104 N Main St                 | Gordon         | NE | 69343-1524 | 308-282-1741 |
| Stephen J. Doll          | JOHNSON CASHWAY LUMBER CO. OF NEBRA | 1960 Depot St                 | Gering         | NE | 69341-2442 | 308-436-2171 |
| Madaline A. Keller       | KELLER ENTERPRISES LTD.             | 2618 Harlan St                | Falls City     | NE | 68355-1119 | 402-245-3400 |
| David R. Wolfe           | ROMADA INC.                         | 6118 Havelock Ave             | Lincoln        | NE | 68507-1233 | 402-466-7707 |
| Joseph Jeffries          | WESTLAKE HARDWARE, INC.             | 2802 N 90th St                | Omaha          | NE | 68134-5708 | 402-399-8381 |
| Joseph Jeffries          | WESTLAKE HARDWARE, INC.             | 8425 W Center Rd              | Omaha          | NE | 68124-3132 | 402-399-9443 |
| Joseph Jeffries          | WESTLAKE HARDWARE, INC.             | 1005 Galvin Rd S              | Bellevue       | NE | 68005-3056 | 402-291-5517 |
| Joseph Jeffries          | WESTLAKE HARDWARE, INC.             | 14060 W Center Rd             | Omaha          | NE | 68144-3356 | 402-330-0610 |
| Randall Jelinek          | JELINEK HARDWARE CO.                | 1660 E 23rd St                | Fremont        | NE | 68025-2415 | 402-727-7067 |
| Joseph Jeffries          | WESTLAKE HARDWARE, INC.             | 4545 Vine St                  | Lincoln        | NE | 68503-2822 | 402-466-2623 |
| Mary Boland              | PETERSEN & MICHELSEN HARDWARE       | 4916 S 24th St                | Omaha          | NE | 68107-2705 | 402-731-0171 |
| Randall Jelinek          | JELINEK HARDWARE CO.                | 1460 33rd Ave                 | Columbus       | NE | 68601-4846 | 402-564-0995 |
| Carroll Olson            | CARROLL OLSEN ENTERPRISES INC       | 115 East State Street         | Atkinson       | NE | 68713      | 402-925-2993 |
| Joseph Jeffries          | WESTLAKE HARDWARE, INC.             | 2600 S 48th St Ste 19a        | Lincoln        | NE | 68506-2502 | 402-488-2393 |
| Joseph Jeffries          | WESTLAKE HARDWARE INC               | 350 N Saddle Creek Rd         | Omaha          | NE | 68131-2230 | 402-551-7455 |
| James Clarke             | TRIPLE J INC                        | 1320 16th St                  | Aurora         | NE | 68818-1701 | 402-694-6121 |
| Randall Jelinek          | JELINEK HARDWARE CO.                | 307 W 56th St                 | Kearney        | NE | 68845-2465 | 308-234-2888 |
| Robert F Foote           | FOOTE EQUIPMENT COMPANY             | 3203 Osborne Dr W             | Hastings       | NE | 68901-9122 | 402-462-5181 |
| Mark Jost                | BURST, L.L.C.                       | 630 S Lincoln Avenue          | York           | NE | 68467-4214 | 402-362-5325 |
| Pat & Jon Finney         | FINNEYS INCORPORATED                | 1035 Illinois St              | Sidney         | NE | 69162-1645 | 308-254-2775 |
| Dan & Cindy Svoboda      | Svoboda's, Inc.                     | 205 W 4th Ave                 | Holdrege       | NE | 68949-2645 | 308-995-4091 |
| Randall L Jelinek        | Jelinek Hardware Co.                | 20277 Wirt St                 | Elkhorn        | NE | 68022-2694 | 402-289-2333 |
| Alexander Ziegenbein     | Gretna Ace Hardware, LLC            | 215 Enterprise Dr             | Gretna         | NE | 68028-7883 | 402-763-4457 |
| Jeffrey A Lepp           | Chadron Ace Hardware, LLC.          | 760 W 3rd St                  | Chadron        | NE | 69337-2259 | 308-432-3914 |
| Greg Jones               | Quality Farm and Ranch Center, LLC  | 605 E A St S                  | Ogallala       | NE | 69153-3126 | 308-284-7115 |

| Owner Name            | Legal Name                          | Street                              | City           | St | Zip Code   | Phone #      |
|-----------------------|-------------------------------------|-------------------------------------|----------------|----|------------|--------------|
| Blake Burgess         | Burst DC, LLC                       | 443 N 4th St                        | David City     | NE | 68632-1622 | 402-367-3810 |
| Joseph Jeffries       | Westlake Hardware, Inc.             | 1107 Grundman Blvd                  | Nebraska City  | NE | 68410-3396 | 402-873-3762 |
| Joseph Jeffries       | Westlake Hardware, Inc.             | 2317 N 6th St                       | Beatrice       | NE | 68310-1274 | 402-223-2400 |
| Jason D Hefner        | Hefner True Value, Inc.             | 201 E Main St                       | Bloomfield     | NE | 68718-4403 | 402-373-4581 |
| Paul Mueller          | Seward Grocery, LLC                 | 1519 W Highway 34                   | Seward         | NE | 68434-2361 | 402-643-6609 |
| Cathleen LeGrand      | Sterling Ambitions, L.L.C.          | 114 S 8th St                        | Blair          | NE | 68008-2409 | 402-426-9160 |
| Danny M. Papik        | More Than Hardware, Inc.            | 1025 Main Ave                       | Crete          | NE | 68333-2206 | 402-826-3397 |
| Joseph Jeffries       | Westlake Hardware, Inc.             | 5502 Center St                      | Omaha          | NE | 68106-3002 | 402-553-2686 |
| Joseph Jeffries       | Westlake Hardware, Inc.             | 8018 Harrison St                    | Ralston        | NE | 68128-2914 | 402-331-1638 |
| Greg Jones            | Quality Farm and Ranch Center, LLC  | 201-209 West C Street               | McCook         | NE | 69001      | 308-777-2085 |
| Blake Burgess         | Burst NP, LLC                       | 235 E 6th St                        | North Platte   | NE | 69101-4132 | 308-532-3900 |
| Alexander Ziegenbein  | Springfield Ace Hardware, LLC       | 810 Park Drive                      | Springfield    | NE | 68059      | 402-625-7600 |
| Kent Loyd             | Oshkosh Toolhouse, Inc.             | 400 W Ave A                         | Oshkosh        | NE | 69154      | 308-772-3223 |
| Bob Ogden             | Ogden Hardware, Inc.                | 309 E Highway 20                    | Oneill         | NE | 68763-2103 | 402-336-2811 |
| John E. Owens         | Owens Implement And Supply Company  | 1102 W Highway 34                   | Benkelman      | NE | 69021-3070 | 308-423-2677 |
| Christy Oestreich     | Baclo Enterprises, LLC              | 227 S 16th St                       | Ord            | NE | 68862-1709 | 308-728-5511 |
| Stephen B. Legrand    | Retail Reclaimers, L.L.C.           | 615 Dearborn St                     | Wayne          | NE | 68787-2244 | 402-833-1331 |
| Kim Wattier           | Laurel True Value, Inc.             | 402 Highway 20 S                    | Laurel         | NE | 68745-9786 | 402-256-3400 |
| Ben Dishman           | Encompass 163, Inc                  | 1900 10th St                        | Gering         | NE | 69341      | 308-633-4397 |
| Joseph Jeffries       | Westlake Hardware, Inc.             | 1401 Superior St                    | Lincoln        | NE | 68521-1982 | 402-742-7004 |
| Joseph Jeffries       | Westlake Hardware, Inc.             | 924 N 70th St                       | Lincoln        | NE | 68505-2104 | 402-486-1515 |
| Joseph Jeffries       | Westlake Hardware, Inc.             | 901 S 27th St Ste 1                 | Lincoln        | NE | 68510-3108 | 402-438-5517 |
| Joseph Jeffries       | Westlake Hardware, Inc.             | 3800 Old Cheney Rd Ste B            | Lincoln        | NE | 68516-2710 | 402-421-1912 |
| Jeffrey Allen Lepp    | Kimball Ace Hardware, LLC           | 1217 S Highway 71                   | Kimball        | NE | 69145-9764 | 308-230-2146 |
| Jospeh M. Franssen    | RT Ace, LLC                         | 747 S C St                          | Broken Bow     | NE | 68822-2030 | 308-872-2449 |
| Phil Juilfs           | Kerner True Value and V&S Inc       | 186 N 12th St                       | Tecumseh       | NE | 68450-2115 | 402-335-3466 |
| Stephen LeGrand       | Imagine Eden LLC                    | 7304 N West Street                  | Valley         | NE | 68064      | 531-283-5468 |
| Joseph Franssen       | RT ACE LLC                          | 404 9th St                          | Gothenburg     | NE | 69138-1915 | 308-537-9029 |
| Ben Larkins           | Larkins LLC                         | 3036 Industrial Ave                 | Fairbury       | NE | 68352-1306 | 402-729-6184 |
| Nate Saathoff         | Morris Holdings, LLC                | 250 N Central Ave                   | Superior       | NE | 68978-1714 | 402-879-4119 |
| Candice Gardea        | CMG LLC                             | 316 Main St                         | Pender         | NE | 68047-5051 | 402-385-3015 |
| Kim Wattier           | Wattier, Inc.                       | 55786 Highway 20                    | Randolph       | NE | 68771-7179 | 402-337-0455 |
| Joseph Jeffries       | Westlake Hardware, Inc.             | 7949 Towne Center Pkwy              | Papillion      | NE | 68046-2137 | 000-000-000  |
| Louise Collins        | PERRAS ACE, INC.                    | 31 Perras Rd                        | Lancaster      | NH | 03584-4218 | 603-636-1391 |
| Laurence Eckman       | REEDS FERRY LUMBER CORPORATION      | 544 Daniel Webster Hwy              | Merrimack      | NH | 03054-3430 | 603-424-5514 |
| Patricia Miller       | N.C. MARRO PLUMBING & HEATING SUPPL | 141 Charlestown Rd                  | Claremont      | NH | 03743-3023 | 603-543-0772 |
| Paul Cyr              | CYR LUMBER CO., INC.                | 39 Rockingham Rd                    | Windham        | NH | 03087-1308 | 603-898-5000 |
| Fletcher Perkins      | CANDIA LUMBER COMPANY INC.          | 79 Old Candia Road-Rt 27            | Candia         | NH | 03034      | 603-483-5585 |
| Douglas Hamshaw       | HAMSHAW LUMBER, INC.                | 3 Bradco St                         | Keene          | NH | 03431-3900 | 603-352-6506 |
| Richard Edmunds JR    | EDMUNDS' DEPARTMENT STORE, INC.     | 262 B Maple St                      | Henniker       | NH | 03242-6214 | 603-428-3265 |
| Richard Edmunds JR    | EDMUNDS' DEPARTMENT STORE, INC.     | 56 Main Street                      | Antrim         | NH | 03440      | 603-588-6565 |
| John Moynihan         | MOYNIHAN LUMBER OF PLAISTOW, INC.   | PO Box 1160 / 12 Old Rd             | Plaistow       | NH | 03865-1160 | 603-382-1535 |
| Alexander C Hunt      | GOREX, INC.                         | 22 Railroad St                      | Wolfeboro      | NH | 03894-4349 | 603-569-3018 |
| Rocco Falcone         | ROCKY'S HARDWARE, INC.              | 873 Central Ave # 108               | Dover          | NH | 03820-2506 | 603-742-0225 |
| Rocco Falcone         | ROCKY'S HARDWARE, INC.              | 20 Loudon Rd                        | Concord        | NH | 03301-5603 | 603-229-1380 |
| Dan Jackson           | ARJAY, INC                          | 55 Lincoln St                       | Exeter         | NH | 03833-3213 | 603-772-6054 |
| Mark Kelley           | WHITE MOUNTAIN LUMBER COMPANY, INC. | 30 E Milan Rd                       | Berlin         | NH | 03570-3550 | 603-752-1000 |
| Gerald Aubin          | AUBIN HARDWARE, INC.                | 762 Mast Rd                         | Manchester     | NH | 03102-1538 | 603-668-5533 |
| Karen Henderson       | GOFFSTOWN HARDWARE, INC.            | 5 Depot St                          | Goffstown      | NH | 03045-1713 | 603-497-2682 |
| Donald M Roberts      | ROCKINGHAM HARDWARE L.L.C.          | 70 Heritage Ave                     | Portsmouth     | NH | 03801-5662 | 603-431-7833 |
| Robert A Noble Iii    | Lyme Hardware, LLC                  | 5 Main St                           | Lyme           | NH | 03768-3500 | 603-795-2220 |
| William Deyesso       | Mountain Grainery LLC               | 755 White Mountain Highway Route 16 | Ossipee        | NH | 03864      | 603-539-2440 |
| Paul Cyr              | Cyr Lumber Co., Inc.                | 717 Route 103 E                     | Warner         | NH | 03278-4433 | 603-746-4477 |
| George J Katis        | Nashua Wallpaper Co., Inc.          | 129 W Pearl St                      | Nashua         | NH | 03060-3304 | 603-882-9491 |
| Paul Cyr              | Cyr Lumber Co., Inc.                | 542 W Main St                       | Tilton         | NH | 03276-5021 | 603-410-5565 |
| Thomas Stachulski     | Hometown Hardware, LLC.             | 15 Freetown Rd                      | Raymond        | NH | 03077-2358 | 603-895-2370 |
| Robert Heath          | E. M. Heath, Inc.                   | 318 Whittier Hwy                    | Center Harbor  | NH | 03226-3620 | 603-253-4381 |
| J. George Katis       | Queen City Paint & Wallpaper, INC.  | 875 Hanover St                      | Manchester     | NH | 03104-5419 | 603-668-4155 |
| J Lang Durfee         | Bethel Mills, INC.                  | 4905 Dartmouth College Hwy          | Woodsville     | NH | 03785-1412 | 603-747-8151 |
| James Infanti         | The County Stores, Inc.             | 321 Nashua St                       | Milford        | NH | 03055-3748 | 603-673-1337 |
| David Petell          | E.M. Heath, Inc.                    | 1084 Union Ave                      | Laconia        | NH | 03246-2143 | 603-524-1601 |
| George Katis          | Bedford Ace Hardware, Inc.          | 209 Route 101                       | Bedford        | NH | 03110-5440 | 603-329-3312 |
| Rocco J Falcone       | Rocky's Hardware, Inc.              | 257 Newport Rd                      | New London     | NH | 03257-5420 | 603-526-2800 |
| William E Aubuchon IV | W. E. AUBUCHON CO., INC.            | 41 Concord Rd                       | Lee            | NH | 03861-6625 | 603-868-1895 |
| William E Aubuchon IV | W. E. AUBUCHON CO., INC.            | 7 Main St                           | Alton          | NH | 03809-4620 | 603-875-5510 |
| William E Aubuchon IV | W.E. Aubuchon Co., Inc.             | 1A N Main St                        | Newmarket      | NH | 03857-1209 | 603-659-3757 |
| William E Aubuchon IV | W.E. Aubuchon Co., Inc.             | 165 Main St                         | Lincoln        | NH | 03251      | 603-745-6800 |
| William E Aubuchon IV | W. E. AUBUCHON CO., INC.            | 593 Whitcomb Rd                     | Walpole        | NH | 03608-4133 | 603-445-2500 |
| William E Aubuchon IV | W. E. AUBUCHON CO., INC.            | 77 Turnpike St                      | Allenstown     | NH | 03275-2011 | 603-485-4393 |
| William E Aubuchon IV | W. E. AUBUCHON CO., INC.            | 30 Warwick Rd Ste 7                 | Winchester     | NH | 03470-2819 | 603-239-4100 |
| William E Aubuchon IV | W. E. AUBUCHON CO., INC.            | 838 Lake St                         | Bristol        | NH | 03222-4507 | 603-217-2527 |
| William E Aubuchon IV | W. E. AUBUCHON CO., INC.            | 36 John Stark Hwy                   | Newport        | NH | 03773-1808 | 603-863-6700 |
| William E Aubuchon IV | W. E. AUBUCHON CO., INC.            | 1655 Route 16                       | Center Ossipee | NH | 03814-6117 | 603-539-6513 |
| Ernest Passerini      | KARIGS HARDWARE, INC.               | 27 N Livingston Ave                 | Livingston     | NJ | 07039-2112 | 973-992-0022 |
| Russell Spotts        | SPOTTS INC.                         | 646 Stokes Rd                       | Medford        | NJ | 08055-2902 | 609-654-4464 |
| Joseph Fazio          | JOSEPH P. FAZZIO, INC.              | 2760 Glassboro Cross Keys Rd        | Glassboro      | NJ | 08028-2713 | 856-881-3185 |

| Owner Name           | Legal Name                          | Street                              | City               | St | Zip Code   | Phone #      |
|----------------------|-------------------------------------|-------------------------------------|--------------------|----|------------|--------------|
| Larry Tobia          | TOWN HARDWARE, INC.                 | 26 Westfield Ave                    | Clark              | NJ | 07066-3226 | 732-388-3200 |
| Frank Maresca        | MARESCA LUMBER AND BUILDING         | 69 Newark Pompton Trnpke            | Pequannock         | NJ | 07440      | 973-696-0909 |
| William Trudeau      | HEADLEY LUMBER, INC.                | 1125 Weldon Rd                      | Oak Ridge          | NJ | 07438-9511 | 973-697-7541 |
| Christian Tranger    | BEAVER DAM HARDWARE LLC             | 1307 Beaver Dam Rd                  | Point Pleasant     | NJ | 08742-4907 | 732-899-4218 |
| Joseph La Rocca      | J. LAROCCA CONSTRUCTION INC.        | 45 Evergreen Rd                     | New Egypt          | NJ | 08533-1211 | 609-758-0400 |
| Manuel Reyes         | FIRST & HUDSON STREET CORPORATION   | 130 Washington St                   | Hoboken            | NJ | 07030-4629 | 201-659-0061 |
| David Horton         | A'S HOME CENTER INC.                | 2435 Highway 35                     | Manasquan          | NJ | 08736-1101 | 732-528-6909 |
| Antonio Casas        | AC HARDWARE INC.                    | 226 Long Ave                        | Hillside           | NJ | 07205-2324 | 973-923-1234 |
| Thomas Tower         | ADVANTAGE RENTAL CENTER, INC.       | 100 Route 50                        | Ocean View         | NJ | 08230-1113 | 609-390-2345 |
| Daniel G. Massari    | Post Hardware, Inc.                 | 890 US Highway 22                   | Somerville         | NJ | 08876-1560 | 908-722-3777 |
| George Pahiakos      | TSIGONIA PAINT SALES OF JERSEY CITY | 464 Communipaw Ave                  | Jersey City        | NJ | 07304-2934 | 201-435-0979 |
| John Desimone Sr     | MOORE'S HARDWARE OF LEONIA, INC.    | 335 Broad Ave                       | Leonia             | NJ | 07605-1701 | 201-944-1952 |
| James Fisher         | SEASHORE HOME SUPPLY, INC.          | 260 96th St                         | Stone Harbor       | NJ | 08247-1912 | 609-368-3191 |
| Terri Swain          | SWAIN'S HARDWARE, INC.              | 305 Jackson St                      | Cape May           | NJ | 08204-1453 | 609-884-8578 |
| David Horton         | A'S HARDWARE AND GARDEN CENTER INC. | 298 Rte 9                           | Bayville           | NJ | 08721      | 732-606-9500 |
| William Gettinger    | WESTMONT HARDWARE INC.              | 127 Haddon Ave                      | Westmont           | NJ | 08108-1033 | 856-854-3416 |
| Keith Rollins        | ACE HARDWARE OF TURNERSVILLE, LLC   | 344 Greentree Rd                    | Turnersville       | NJ | 08012      | 856-582-8400 |
| David Palmer         | D PALMER CORP.                      | 940 Kinderkamack Rd                 | River Edge         | NJ | 07661-2312 | 201-262-0900 |
| Antonio Casas        | A.C. HARDWARE II, INC.              | 1030 Broadway                       | Bayonne            | NJ | 07002-4153 | 201-243-1900 |
| Sebastiano Pisciotta | Brothers Hardware, Inc.             | 10 Orient Way                       | Rutherford         | NJ | 07070-2012 | 201-939-1811 |
| Ron Schone           | Bloomin Hardware, Garden            | 2 Bridge St #754                    | Blairstown         | NJ | 07825-2511 | 908-362-6177 |
| Jaime A Maloney      | Bellmore Home Center, Inc.          | 490 Bloomfield Ave                  | Caldwell           | NJ | 07006-5402 | 862-702-3260 |
| Michael J Costello   | Bellmore Home Center, Inc.          | 261 Comly Rd                        | Lincoln Park       | NJ | 07035-1759 | 973-832-7599 |
| Mitch Epstein        | Morris County Hardware & Paint Co   | 320 US Highway 46                   | Denville           | NJ | 07834-2837 | 973-627-6000 |
| Ekaterina Valiotis   | Center City Paint & Hardware, LLC   | 301 Main St                         | Paterson           | NJ | 07505-1855 | 973-977-2020 |
| James Maggio         | Oakland Resources, Inc.             | 347 Ramapo Valley Rd                | Oakland            | NJ | 07436-2719 | 201-337-8068 |
| George Pahiakos      | Central Paint & Building Supply Of  | 711 23rd St                         | Union City         | NJ | 07087-2112 | 201-348-8400 |
| George Pahiakos      | Central Paint & Building Supply Of  | 224-226 North Wood Ave              | Linden             | NJ | 07036      | 908-275-3177 |
| Rocco J Falcone      | Rocky's Hardware, INC               | 288 Rte 31 S                        | Washington         | NJ | 07882      | 908-689-1353 |
| Sarah Babad          | Clifton Hardware & Paint Supply Inc | 741 Van Houten Ave                  | Clifton            | NJ | 07013-2024 | 973-860-3040 |
| Alexandra Pahiakos   | Central Paint & Lumber of Elizabeth | 1024 Elizabeth Ave                  | Elizabeth          | NJ | 07201-2547 | 908-820-8300 |
| Michael Costello     | Bellmore Home Center, Inc.          | 700 Joline Ave                      | Long Branch        | NJ | 07740-5833 | 732-222-6384 |
| Eric Riccardi        | Ricciardi Bros. of Parsippany, INC. | 160 US Highway 46                   | Parsippany         | NJ | 07054-2312 | 973-276-0400 |
| Ric Tilley           | Foundation Building Materials, Inc. | 135 Lafayette St                    | Newark             | NJ | 07105-1408 | 973-578-8333 |
| Michael J. Costello  | Bellmore Home Center, Inc.          | 650 Shunpike Rd                     | Chatham            | NJ | 07928-1534 | 973-410-1400 |
| Michael J. Costello  | Bellmore Home Center, Inc.          | 301 N Harrison St #12-Princeton Sho | Princeton          | NJ | 08540-3526 | 609-430-4300 |
| Michael J. Costello  | Bellmore Home Center, Inc.          | 91 W Main St                        | Chester            | NJ | 07930-2407 | 908-955-8600 |
| Michael J. Costello  | Bellmore Home Center, Inc.          | 318 Highway 33                      | Mercerville        | NJ | 08619-4402 | 609-689-1000 |
| Martin Kraus         | Cornerstone Hardware LLC            | 204 Harrison Ave                    | Harrison           | NJ | 07029-1329 | 973-483-6223 |
| Ronak Parikh         | Bolster Hardware II, LLC            | 3116 Atlantic Brigantine Blvd       | Brigantine         | NJ | 08203-1040 | 609-266-7782 |
| Ronak Parikh         | Bolster Hardware II, LLC            | 535 N East Ave                      | Vineland           | NJ | 08360-3250 | 856-691-7900 |
| Ronak Parikh         | Bolster Hardware II, LLC            | 2254 Ocean Heights Ave              | Egg Harbor Townsh  | NJ | 08234-5934 | 609-653-8001 |
| Ronak Parikh         | Bolster Hardware II, LLC            | 331 Tilton Rd-Tilton Shop Ctr-Unit  | Northfield         | NJ | 08225      | 609-272-3132 |
| Ronak Parikh         | Bolster Hardware II, LLC            | 322 S Pitney Rd                     | Galloway           | NJ | 08205-9628 | 609-748-7400 |
| Alanna McAllister    | AC Hardware Sea Bright, LLC         | 1092 Ocean Ave                      | Sea Bright         | NJ | 07760-2145 | 732-530-9425 |
| Michael J Costello   | Bellmore Home Center, Inc.          | 80 Morristown Rd                    | Bernardsville      | NJ | 07924-2313 | 000-000-0000 |
| Alanna McAllister    | AC Hardware Spring Lake, LLC        | 1301 3rd Ave                        | Spring Lake        | NJ | 07762-1440 | 732-449-6404 |
| Alanna McAllister    | AC Hardware PT. Pleasant, LLC       | 528 Arnold Ave                      | Point Pleasant Bea | NJ | 08742-2756 | 732-892-5200 |
| David Ferguson       | Berwick International, Inc.         | 287 State Rt 94                     | Vernon             | NJ | 07462-3121 | 973-764-6600 |
| Rick Kadien          | Home Resources of Bergen, LLC       | 27 Franklin Turnpike                | Waldwick           | NJ | 07463      | 201-652-5666 |
| Michael J Costello   | Bellmore Home Center, Inc           | 61A Mountain Blvd                   | Warren             | NJ | 07059-5678 | 908-757-9100 |
| Jamie A Maloney      | Bellmore Home Center, Inc.          | 225 Ridgedale Ave                   | Cedar Knolls       | NJ | 07927      | 631-243-2220 |
| Donald Ferguson      | Berwick International, Inc          | 1593 Springtown Rd                  | Alpha              | NJ | 08865-4629 | 908-859-0500 |
| Spiros Vlahos        | Millhurst Mills II LLC              | 17 Sweetmans Ln                     | Manalapan Townsh   | NJ | 07726-8349 | 732-462-2000 |
| William Aubuchon IV  | W.E. Aubuchon Co, Inc.              | 2410 Bayshore Rd                    | Villas             | NJ | 08251-1409 | 609-886-2701 |
| Greg Noel            | NOEL'S INC.                         | 601 Scott Ave                       | Farmington         | NM | 87401-7149 | 505-327-3375 |
| H. Hays Lindsley     | HIGGINBOTHAM-BARTLETT CO. OF NEW ME | 214 N Main Ave                      | Lovington          | NM | 88260-4017 | 575-396-3601 |
| Randy Smith          | LOS ALAMOS HOME IMPROVEMENT         | 232 Dp Rd                           | Los Alamos         | NM | 87544-3233 | 505-662-5371 |
| Roberta Stauder      | GALLUP LUMBER & SUPPLY CO., INC.    | 1724 S 2nd St                       | Gallup             | NM | 87301-5819 | 505-863-4475 |
| H. Hays Lindsley     | HIGGINBOTHAM-BARTLETT CO. OF NEW ME | 600 E Bender Blvd                   | Hobbs              | NM | 88240-2305 | 575-392-3833 |
| Dennis Coca          | RIO GRANDE ACE HARDWARE & BUILDING  | 1381 S Santa Fe Highway 68          | Taos               | NM | 87571-5972 | 575-758-4268 |
| M Gabehart           | BLOOMFIELD ACE HARDWARE, INC.       | 1947 W Broadway                     | Bloomfield         | NM | 87413-6765 | 505-632-8620 |
| H. Hays Lindsley     | HIGGINBOTHAM-BARTLETT CO. OF NEW ME | 1214 W Main St                      | Artesia            | NM | 88210-1872 | 575-746-4700 |
| Randy Torres         | R & K ENTERPRISES, INC.             | 701 N California St                 | Socorro            | NM | 87801-4283 | 575-835-1872 |
| Joseph Jeffries      | WESTLAKE HARDWARE, INC.             | 2810 D N Main St                    | Roswell            | NM | 88201-6509 | 575-624-0550 |
| Marcus Rael          | QUESTA LUMBER AND HARDWARE CO., INC | 2349 State Road 522 PO Box 199      | Questa             | NM | 87556-0199 | 575-586-0414 |
| Marty Record         | RECORDS HARDWARE INC.               | 1124 S 2nd St                       | Raton              | NM | 87740-2306 | 575-445-8211 |
| Anna Martell         | CMM, INC.                           | 2815 Sudderth Dr                    | Ruidoso            | NM | 88345-6309 | 575-257-5410 |
| Roland Johnson       | PUEBLO OF LAGUNA DEVELOPMENT CORPOR | 1-40 Exit 108 S                     | Casa Blanca        | NM | 87007      | 505-552-7750 |
| Roger Lowe           | PAY AND SAVE, INC.                  | 512 S 2nd St                        | Tucumcari          | NM | 88401-2862 | 575-461-3849 |
| Dennis Holm          | WESTERN HARDWARE, LLC               | 8201 Golf Course Rd NW # E          | Albuquerque        | NM | 87120-5841 | 505-792-8600 |
| Arthur Ruggiero      | Jant Group III, Inc.                | 2006 Cerrillos Rd Ste 1             | Santa Fe           | NM | 87505-3270 | 505-424-9343 |
| Robert A Sine        | MOUNTAIN RIDGE HARDWARE, L.L.C.     | 3025 Highway 180 E                  | Silver City        | NM | 88061-7789 | 575-534-0782 |
| Dean S Fujiwara      | Pioneer Ace NM. LLC.                | 1100 San Mateo Blvd NE              | Albuquerque        | NM | 87110-6481 | 505-266-4000 |
| Dennis Coca          | RIO GRANDE ACE HARDWARE & BUILDING  | 223 Paseo Del Pueblo Sur.           | Taos               | NM | 87571-8206 | 575-751-2061 |
| Roger Lowe           | PAY AND SAVE, INC.                  | 2451 S Highway 84-64                | Chama              | NM | 87520      | 575-756-2545 |

| Owner Name          | Legal Name                          | Street                            | City            | St | Zip Code   | Phone #      |
|---------------------|-------------------------------------|-----------------------------------|-----------------|----|------------|--------------|
| Dean S. Fujiwara    | Pioneer Ace NM, LLC                 | 4100 Sabana Grande Ave SE         | Rio Rancho      | NM | 87124-1150 | 505-600-3588 |
| Megan Hamilton      | Surplus City of Portales, LLC       | 1300 S Avenue D                   | Portales        | NM | 88130-6836 | 575-356-5827 |
| John Lawrence Brown | Crews Enterprises, Inc.             | 1002 W Picacho Ave                | Las Cruces      | NM | 88005-2232 | 575-524-3586 |
| Brennen S. Jeffers  | Big Star Hardware, LLC              | 4501 N Valley Dr                  | Las Cruces      | NM | 88007-5447 | 575-525-2446 |
| Benjamin A. Sine    | Woodlands Hardware, LLC             | 522 E Reinken Ave                 | Belen           | NM | 87002-4532 | 505-569-8004 |
| Kerry W. Maupin     | Wade L. Maupin, Inc.                | 412 9th St                        | Alamogordo      | NM | 88310-6740 | 575-437-0660 |
| Dean Fujiwara       | Pioneer Ace NM, LLC                 | 12168 Highway 14 N                | Cedar Crest     | NM | 87008      | 505-281-4072 |
| Kerry W. Maupin     | Maupin, Maupin & Maupin LLC         | 300 Granado St                    | Tularosa        | NM | 88352-2750 | 575-585-2131 |
| Benjamin A. Sine    | Route 66 Hardware, LLC              | 2510 Main St NE Suite B           | Los Lunas       | NM | 87031-6342 | 505-508-4073 |
| Kirby J Kuklenski   | Greco Investments VIII LLC          | 3030 E Main St Ste F              | Farmington      | NM | 87402-7647 | 505-327-3491 |
| Edward Velarde      | Jicarilla Apache Nation             | 3 Hawks Drive                     | Dulce           | NM | 87528      | 575-759-3453 |
| Dennis Coca         | Rio Grande Ace Hardware & Building  | 36 NM 150                         | El Prado        | NM | 87529      |              |
| Chuck Watkins       | Quail Holdings, L.L.C.              | 703 W Hall St                     | Hatch           | NM | 87937      | 575-267-4839 |
| Cody Abel           | CK Supply, LLC                      | 515 S 3rd St                      | Jal             | NM | 88252-5025 | 575-395-2240 |
| Virginia Ford       | BATH LUMBER COMPANY, INC.           | 1800 Avenue G                     | Ely             | NV | 89301-2589 | 775-289-3083 |
| Yvonne M Lee        | Wagner's Hardware, Inc.             | 440 E Street                      | Hawthorne       | NV | 89415      | 775-945-2491 |
| Cheryl Giomi        | GIOMI, INC.                         | 119 W Bridge St                   | Yerington       | NV | 89447-2503 | 775-463-4427 |
| James Schumacher    | ACE SHOPPER STOPPER, INC.           | 541 Nevada Hwy                    | Boulder City    | NV | 89005-2425 | 702-293-3373 |
| Todd Leavitt        | TRI-TECH, INC.                      | 102 W Mesquite Blvd               | Mesquite        | NV | 89027-4775 | 702-346-5277 |
| Jeffrey Peters      | DCMC, INC.                          | 1406 Industrial Way               | Gardnerville    | NV | 89410-5700 | 775-782-5211 |
| Dan Hopkins         | DAN'S OVERTON MARKET, INC.          | 183 S Moapa Valley Blvd           | Overton         | NV | 89040      | 702-397-2289 |
| Edward G Louie      | Louie's Home Center                 | 1855 W Williams Ave               | Fallon          | NV | 89406-2647 | 775-423-7008 |
| Walid Elias         | WALID I. ELIAS                      | 263 Spring Valley Pkwy            | Spring Creek    | NV | 89815-6828 | 775-738-5444 |
| Guy Kamitaki        | LAS VEGAS ACE, LLC                  | 10630 Southern Highlands Pkwy     | Las Vegas       | NV | 89141-4368 | 702-260-1944 |
| Guy K Kamitaki      | LAS VEGAS ACE, LLC                  | 8400 W Cheyenne Avenue            | Las Vegas       | NV | 89129-7254 | 702-431-2690 |
| Lisa Jim            | SHOSHONE-PAIUTE TRIBES ECONOMIC     | Highway 225                       | Owyhee          | NV | 89832      | 775-757-2304 |
| Scott F. Raine      | Raine's Market, Inc.                | 901 N Main Street                 | Eureka          | NV | 89316      | 775-237-5296 |
| Mark Ridley         | Ridley's Family Markets, Inc.       | 1125 W Winnemucca Blvd            | Winnemucca      | NV | 89445-3636 | 775-623-2577 |
| Chantelle Batton    | Lander Hardware, LLC                | 404 E Front St                    | Battle Mountain | NV | 89820-2809 | 775-635-2422 |
| Caroline Van Marcke | Van Marcke Trade Supply, Inc.       | 8650 W Tropicana Ave              | Las Vegas       | NV | 89147-8181 | 702-749-3030 |
| Edward G. Louie     | Louie's Home Center                 | 3 Flowery Ave                     | Dayton          | NV | 89403-9300 | 775-964-5429 |
| Caroline Van Marcke | Van Marcke Trade Supply, Inc.       | 2115 Civic Center Dr              | North Las Vegas | NV | 89030-6300 | 702-463-3686 |
| Thomas McDonald     | Skye Bridge LLC                     | 3145 E Tropicana Ave              | Las Vegas       | NV | 89121-7327 | 725-977-3444 |
| Douglas B. Wright   | Mountain Hardware and Sports Incln  | 910 Tahoe Blvd Unit 103           | Incline Village | NV | 89451-7442 | 775-831-2020 |
| Stacie Mathewson    | Irish & Scots LLC                   | 2464 Wingfield Hills Rd           | Sparks          | NV | 89436-7202 | 775-433-0800 |
| Brian Bailes        | Skye Bridge LLC                     | 1450 W Horizon Ridge Pkwy-Ste 420 | Henderson       | NV | 89012-4203 | 702-750-0111 |
| Brian Bailes        | Skye Bridge LLC                     | 3665 S. Rainbow Blvd #100 A-B     | Las Vegas       | NV | 89103-1062 | 702-331-7006 |
| Matt Fales          | Lifestyle Reno LLC                  | 160 Lemmon Dr                     | Reno            | NV | 89506-8799 | 775-393-4948 |
| David V Heald       | Silver State Ace, LLC               | 4782 Caughlin Ranch Pkwy          | Reno            | NV | 89519      | 000-000-000  |
| David V Heald       | Coyote Trail LLC                    | 1215 S Virginia St                | Reno            | NV | 89502-2801 | 775-337-1200 |
| Stacie Mathewson    | Ace Mira Loma, LLC                  | 3334 S McCarran Blvd              | Reno            | NV | 89502-6442 | 775-902-5500 |
| Stacie Mathewson    | South Meadows Ace Hardware, LLC     | 770 South Meadows Parkway #111    | Reno            | NV | 89521-4845 | 775-357-9635 |
| Aaron Wickstrom     | Wickstrom Ace Hardware, LLC         | 971 Topsy Ln #334                 | Carson City     | NV | 89705-8406 | 775-434-1030 |
| Thomas McDonald     | Sky Bridge LLC                      | 2255 N Green Valley Pkwy-Ste 110  | Henderson       | NV | 89014-5025 | 000-000-0000 |
| Nathan Phillips     | Mountain Mercantile, Inc.           | 169 Clover St                     | Caliente        | NV | 89008      | 000-000-00   |
| Kathryn Ulrich      | SPALDING HARDWARE CO., INC.         | 215 Davison Rd                    | Lockport        | NY | 14094-3330 | 716-433-8155 |
| Mark Casale         | SUBURBAN HARDWARE INC.              | 7990 Oswego Rd                    | Liverpool       | NY | 13090-1951 | 315-652-7850 |
| Don S Williams      | WILLIAMS LUMBER, INC.               | 6760 Rte 9                        | Rhinebeck       | NY | 12572-3724 | 845-876-7011 |
| Floyd Colwell       | COLWELL ELECTRIC INC.               | 1676 State Route 79               | Windsor         | NY | 13865-1703 | 607-655-2673 |
| James Hartsen       | WILLIAMSON HARDWARE INC             | 4101 Ridge Rd                     | Williamson      | NY | 14589-9759 | 315-589-4011 |
| Vincent Farney      | FARNEY'S INC. HOME AND BUILDING CEN | 11099 NYS Rte 26                  | Carthage        | NY | 13619      | 315-493-3500 |
| Joel Merriman       | J.C. MERRIMAN INC.                  | 90 S Main St                      | Norwood         | NY | 13668-4122 | 315-353-6626 |
| Sarah W Stevens     | O.D. GREENE LUMBER CO., INC.        | 10799 US Route 11                 | Adams           | NY | 13605-2113 | 315-232-4800 |
| William Seekamp     | SEEKAMP LUMBER CO., INC.            | 2551 Route 302                    | Middletown      | NY | 10941-3226 | 845-361-2220 |
| Joe Disano          | BALDWINVILLE VILLAGE HARDWARE, INC  | 43 E Genesee St                   | Baldwinsville   | NY | 13027-2527 | 315-638-4026 |
| John Dudek          | ELMA HARDWARE RENTAL, INC.          | 2359 Bowen Rd                     | Elma            | NY | 14059-9416 | 716-652-1414 |
| Richard Garlock     | CHARLES GARLOCK & SONS, INC.        | 15 Washington St                  | Alexandria Bay  | NY | 13607-1809 | 315-482-2521 |
| Brad Crocker        | CROCKER'S ACE HARDWARE INC.         | 8457 N Street Rd                  | Le Roy          | NY | 14482-9117 | 585-768-2360 |
| Patricia Rosner     | ACTION HARDWARE, INC.               | 231 South Broadway                | Hicksville      | NY | 11801      | 516-931-0816 |
| John Raby           | PETER RABY COMPANY, INC.            | 247 Washington Blvd               | Oswego          | NY | 13126-1751 | 315-342-9663 |
| William Heyman      | REINMAN'S DEPARTMENT STORE, INC.    | 435 Riverside Dr                  | Clayton         | NY | 13624-1024 | 315-686-5222 |
| Richard Smith       | P.C.SMITH & SON INC                 | 227 Main St                       | Saugerties      | NY | 12477-1319 | 845-246-4500 |
| Brantley Deaton     | DEATON'S BUILDING & HOME CENTER, IN | 3970 Port St Rte 13               | Pulaski         | NY | 13142-4613 | 315-298-5405 |
| Chad Doria          | BRICKMAN MARTS LTD.                 | 55 1st Ave                        | New York        | NY | 10003-9400 | 212-674-3213 |
| Noel HARE Jr.       | HERRICK HARDWARE INC                | 41 Main St                        | Southampton     | NY | 11968-4808 | 631-283-0026 |
| Martin Parent       | INLET ACE, LLC                      | 167 Route 28                      | Inlet           | NY | 13360-1603 | 315-357-3636 |
| Ralph Beisler       | RAILROAD AVENUE SUPPLY CO., INC.    | 5 Railroad Ave                    | Stamford        | NY | 12167-1208 | 607-652-7103 |
| Gail Villani        | GUI'S LUMBER & HOME CENTER, INC.    | 8940 Porter Rd                    | Niagara Falls   | NY | 14304-1634 | 716-297-2000 |
| Sarah W Stevens     | O.D. GREENE LUMBER CO., INC.        | 14481 Nys Route 3                 | Sackets Harbor  | NY | 13685      | 315-646-2222 |
| Manuel Nunes        | GREENLAWN HARDWARE CO., INC.        | 83 Broadway                       | Greenlawn       | NY | 11740-1307 | 631-261-0119 |
| Dennis Tremont      | Tremont's Lumber Co., Inc.          | 2897 Route 43                     | Averill Park    | NY | 12018      | 518-674-3836 |
| Don S Williams      | W.L.N. HOME CENTERS, INC.           | 3679 Us Route 9                   | Hudson          | NY | 12534-4284 | 518-851-3641 |
| Daniel Fraser       | FRASER BROTHERS HARDWARE, LLC       | 153 Route 6                       | Mahopac         | NY | 10541-2204 | 845-628-0174 |
| Jennifer Davies     | DAVIES HARDWARE, INC.               | 806 Main St                       | Poughkeepsie    | NY | 12603-1829 | 845-452-6740 |
| Angelo Grasso       | AG Distributors & Supplies Corporat | 347 Knickerbocker Ave             | Brooklyn        | NY | 11237-3740 | 718-497-5882 |
| Vincent Zappala     | V. ZAPPALA & CO., INC.              | Broadway & Fifth Ave              | Rensselaer      | NY | 12144-0088 | 518-465-1685 |

| Owner Name             | Legal Name                          | Street                   | City                | St | Zip Code   | Phone #      |
|------------------------|-------------------------------------|--------------------------|---------------------|----|------------|--------------|
| Dale Smith             | CYNDALE OF NY INC.                  | 1624 W State St          | Olean               | NY | 14760-3355 | 716-372-6400 |
| Stephen Palmer         | PALMER BROTHERS HARDWARE, INC.      | 1583 Route 22            | Brewster            | NY | 10509-4010 | 845-278-6114 |
| Don S Williams         | WILLIAMS LUMBER, INC.               | 908 Route 82             | Hopewell Junction   | NY | 12533-6168 | 845-221-2751 |
| Thomas J Maloney       | SHINNECOCK HARDWARE, INC.           | 91 W Montauk Hwy         | Hampton Bays        | NY | 11946-4001 | 631-728-4602 |
| Fredric Gurney         | WILLIAM T. HALLMAN, INC.            | 4 Grand Avenue           | Shelter Island Heig | NY | 11965      | 631-749-0097 |
| Todd Griffing          | GRIFFING HARDWARE CO., INC.         | 136 - 138 W Main St      | Riverhead           | NY | 11901-3178 | 631-727-2805 |
| Gail Villani           | GUI'S LUMBER & HOME CENTER, INC.    | 2120 School St           | North Collins       | NY | 14111-9774 | 716-337-2000 |
| Boris Motovich         | MIDWOOD LUMBER AND MILLWORK INC.    | 1169 Coney Island Ave    | Brooklyn            | NY | 11230-2911 | 718-859-8100 |
| Steven Levine          | FALLSBURG LUMBER CO. INC.           | 13 Laurel Ave            | South Fallsburg     | NY | 12779-5806 | 845-434-6161 |
| William Swartz III     | ROBINSON HARDWARE CORP.             | 1874 Western Ave         | Albany              | NY | 12203-5019 | 518-456-7383 |
| Richard Becker         | BECKERS HOME CENTER, INC.           | 775 Montauk Hwy          | Montauk             | NY | 11954-5333 | 631-668-2368 |
| Joseph Di Pietro Jr    | CHUBBY'S INC.                       | 68 Westchester Ave       | Pound Ridge         | NY | 10576-1744 | 914-764-5125 |
| Pat Romano             | OAKDALE PAINT-HARDWARE, INC.        | 1460 Montauk Hwy         | Oakdale             | NY | 11769-1337 | 631-567-9705 |
| Martin Parent          | INLET ACE, LLC                      | 3085 State Rte 28        | Old Forge           | NY | 13420      | 315-369-6609 |
| Steven Gottlieb        | LIBERTY TRADING POST, INC.          | 1966 State Route 52      | Liberty             | NY | 12754-8310 | 845-292-4300 |
| Thomas Green           | MAYER HARDWARE, INC.                | 226 Winton Rd N          | Rochester           | NY | 14610-1237 | 585-288-7665 |
| Gail Villani           | GUI'S LUMBER & HOME CENTER, INC.    | 4695 Shisler Rd          | Clarence            | NY | 14031-2128 | 716-759-4000 |
| John D'Izzia           | JED, INC.                           | 1449 1st Ave             | New York            | NY | 10021-3002 | 212-517-7500 |
| Joseph Disano          | BALDWINVILLE VILLAGE HARDWARE, INC  | 2701 Erie Dr             | Weedsport           | NY | 13166-9465 | 315-834-2275 |
| Don S Williams         | WILLIAMS LUMBER, INC                | 34 Bloomer Rd            | Tannersville        | NY | 12485-7738 | 518-589-5200 |
| Wallace Allerdice      | ALLERDICE BUILDING SUPPLY, INC.     | 41 Walworth St           | Saratoga Springs    | NY | 12866-3011 | 518-584-5533 |
| Joseph Disano          | BALDWINVILLE VILLAGE HARDWARE, INC  | 204 S Manlius St         | Fayetteville        | NY | 13066-2039 | 315-637-7696 |
| Bruce Camp             | ATTICA AUTO SUPPLY, INC.            | 59 Market St             | Attica              | NY | 14011-1023 | 585-591-0646 |
| Kristin Grunder        | HAMMER CORPORATION                  | 115 Black River Blvd     | Rome                | NY | 13440-6851 | 315-339-2223 |
| Don S Williams         | WILLIAMS LUMBER, INC.               | 9-11 E Market St         | Red Hook            | NY | 12571-1410 | 845-758-5615 |
| Abraham Werzger        | CORNER HARDWARE & PAINT CENTER, INC | 2266 Nostrand Ave        | Brooklyn            | NY | 11210-3037 | 718-927-4300 |
| Brian Culwell          | CULWELL ENTERPRISES, LLC            | 140 S Main St            | Ellenville          | NY | 12428-2125 | 845-647-7850 |
| Andrew Scheman         | SCHEMAN & GRANT INC.                | 545 8th Ave              | New York            | NY | 10018-4307 | 212-947-7844 |
| Andrew Silver          | CHATHAM HARDWARE, INC.              | 1 Hoffman St             | Chatham             | NY | 12037-1305 | 518-392-3441 |
| Elias Rosenberg        | BSD CORP                            | 8111 5th Ave             | Brooklyn            | NY | 11209-4147 | 718-748-0960 |
| Mark Casale            | TECUMSEH HARDWARE, INC.             | 325 Nottingham Rd        | Syracuse            | NY | 13210-3453 | 315-362-3254 |
| Jarrett Greene         | ROBERT GREENE LUMBER, INC.          | 2563 W Main St           | Whitney Point       | NY | 13862-1806 | 607-692-3400 |
| Michael J. Costello    | BELLMORE HOME CENTER, INC.          | 2667 Merrick Rd          | Bellmore            | NY | 11710-5716 | 516-221-0010 |
| Gail Villani           | GUI'S LUMBER & HOME CENTER, INC.    | 14085 S Cascade Dr       | Springville         | NY | 14141      | 716-592-4100 |
| Don S Williams         | WILLIAMS LUMBER, INC.               | 317 Kyserike Rd          | High Falls          | NY | 12440-5811 | 845-687-7676 |
| Jaime A Maloney        | Bellmore Home Center, Inc.          | 448 Union Blvd           | West Islip          | NY | 11795-3104 | 631-422-5566 |
| Gail Villani           | GUI'S LUMBER & HOME CENTER, INC.    | 3892 W Main Street Rd    | Batavia             | NY | 14020-9467 | 585-344-0002 |
| Michael J. Costello    | BELLMORE HOME CENTER, INC.          | 5135 Merrick Rd          | Massapequa Park     | NY | 11762-3728 | 516-798-5757 |
| Wallace Allerdice      | ALLERDICE BUILDING SUPPLY INC.      | 19 Trieble Ave           | Ballston Spa        | NY | 12020-6010 | 518-885-8508 |
| Richard Conte          | GOLD COAST DEVELOPMENT GROUP, INC.  | 19 Soundview Market Pl   | Port Washington     | NY | 11050-2221 | 516-944-1757 |
| Mark Gardner           | NASSAU COUNTRY VALUE, INC.          | 3517 US Rte 20           | Nassau              | NY | 12123-1931 | 518-766-3717 |
| Nathaniel Smith        | ZANECO, INC.                        | 840 E State St           | Olean               | NY | 14760-3804 | 716-372-1902 |
| Michael J. Costello    | BELLMORE HOME CENTER, INC.          | 1518 Union Tpke          | New Hyde Park       | NY | 11040-1762 | 516-488-8790 |
| Timothy Bachand        | BERNARD BACHAND, INC.               | 217 Kingsley Rd          | Burnt Hills         | NY | 12027-9572 | 518-399-8141 |
| Chad Doria             | BRICKMAN OUTLETS, INC.              | 125 W 3rd St             | New York            | NY | 10012-1289 | 212-777-1500 |
| Roger Andrews          | EVANS ACE HARDWARE & BUILDING       | 7065 Erie Rd             | Derby               | NY | 14047-9417 | 716-947-2000 |
| Michael J. Costello    | BELLMORE HOME CENTER, INC.          | 3965 Long Beach Rd       | Island Park         | NY | 11558-1128 | 516-431-2500 |
| Andrew Lipman          | SKANEATELES TOWN SQUARE, LLC        | 61 Fennell St            | Skaneateles         | NY | 13152-1119 | 315-685-5748 |
| Jerry M Ulrich         | ALBION HARDWARE CO., INC.           | 146 S Main St            | Albion              | NY | 14411-1601 | 585-589-1713 |
| Jeffrey Steele         | CARL J. ZEHR & SON, INC.            | 5814 Number Four Rd      | Lowville            | NY | 13367-3332 | 315-376-6022 |
| Christopher St Andrews | ST. ANDREWS HARDWARE, INC.          | 827 State Route 9        | Queensbury          | NY | 12804-1744 | 518-792-2193 |
| Michael Pecoraro       | SMITHTOWN HARDWARE CORP.            | 315 Sunrise Hwy          | Rockville Centre    | NY | 11570-4905 | 516-568-2301 |
| Gordon Winters         | CHAMPLAIN ACE HARDWARE, LLC.        | 872 Rte 11               | Champlain           | NY | 12919-4717 | 518-298-3355 |
| Michael J. Costello    | BELLMORE HOME CENTER, INC.          | 1330 Hicksville Rd       | Massapequa          | NY | 11758-1219 | 516-798-0680 |
| Michael Le Strange     | SOUTHOLD HARDWARE CORP.             | 54795 Route 25           | Southold            | NY | 11971-4652 | 631-779-2676 |
| Michael J. Costello    | Bellmore Home Center, Inc           | 822 Fort Salonga Rd      | Northport           | NY | 11768-3151 | 631-925-5500 |
| Michael J. Costello    | BELLMORE HOME CENTER, INC.          | 515 Montauk Hwy          | West Babylon        | NY | 11704-8308 | 631-321-1316 |
| Jack R Payne           | PINCKNEY HARDWARE CORP.             | 24 Main St               | Penn Yan            | NY | 14527-1616 | 315-536-7033 |
| Robert A Noble III     | PITCHER NOBLE INC                   | 783 E Main St            | Cobleskill          | NY | 12043-5002 | 518-234-3518 |
| Michael J. Costello    | BELLMORE HOME CENTER, INC.          | 2323 Jericho Tpke        | Garden City Park    | NY | 11040-4709 | 516-280-7885 |
| Don S Williams         | WILLIAMS LUMBER, INC.               | 2424 Rte 44              | Pleasant Valley     | NY | 12569      | 845-605-3520 |
| Michael P Pecoraro     | GOLD COAST HARDWARE CORP.           | 195 Forest Ave           | Glen Cove           | NY | 11542-2062 | 516-801-4567 |
| Michael J Costello     | Bellmore Home Center, Inc.          | 52 E Main St             | Smithtown           | NY | 11787-2804 | 631-863-3200 |
| Wallace W Allerdice Jr | ALLERDICE BUILDING SUPPLY, INC.     | 2570 State Route 9       | Malta               | NY | 12020-6313 | 518-899-6222 |
| Michael J. Costello    | BELLMORE HOME CENTER, INC.          | 15 W Main Street         | East Islip          | NY | 11730-2400 | 631-650-6914 |
| Michael P Pecoraro     | ACE HARDWARE OF HEWLETT INC.        | 1346 Peninsula Boulevard | Hewlett             | NY | 11557-1226 | 516-341-0646 |
| Roger Andrews          | EVANS ACE HARDWARE & BUILDING       | 342 E Center St          | Medina              | NY | 14103-1658 | 585-798-4000 |
| Andrew Scheman         | A3 & K, LLC                         | 55 W 39th St             | New York            | NY | 10018-3803 | 212-398-0025 |
| Michael J. Costello    | BELLMORE HOME CENTER, INC.          | 360 Route 25A            | Rocky Point         | NY | 11778-8543 | 631-392-1206 |
| Paul R Leahey          | SCHUELE PAINT COMPANY INC.          | 22 Summer St             | Buffalo             | NY | 14209-2208 | 716-259-8428 |
| Michael J. Costello    | BELLMORE HOME CENTER, INC.          | 518 Middle Neck Rd       | Great Neck          | NY | 11023-1422 | 516-277-2550 |
| Gail Villani           | Gui's Lumber & Home Center, Inc.    | 1889 Whitehaven Rd       | Grand Island        | NY | 14072-1803 | 716-773-9060 |
| Chad Doria             | BRICKMAN'S 18TH STREET ACE HARDWARE | 312-316 First Avenue     | New York            | NY | 10009      | 212-674-2266 |
| Ralph D Lowe Jr        | RDLJR, LLC                          | 9 N Main St              | Holland             | NY | 14080-9509 | 716-537-2300 |
| Ed Klein               | Wallauer Hardware LLC               | 30 Virginia Rd           | White Plains        | NY | 10603-2202 | 914-948-4000 |
| Robert A Noble III     | PITCHER NOBLE, INC.                 | 40 E Main St             | Cambridge           | NY | 12816-1225 | 518-677-3470 |

| Owner Name           | Legal Name                          | Street                | City             | St | Zip Code   | Phone #      |
|----------------------|-------------------------------------|-----------------------|------------------|----|------------|--------------|
| Michael J Costello   | Bellmore Home Center, Inc.          | 246 Smithtown Blvd    | Nesconset        | NY | 11767-2420 | 631-724-8300 |
| Michael J Costello   | Bellmore Home Center, Inc.          | 2138 Deer Park Ave    | Deer Park        | NY | 11729-1306 | 631-242-3010 |
| Michael J Costello   | Bellmore Home Center, Inc.          | 770-14 Grand Blvd     | Deer Park        | NY | 11729-5725 | 631-243-2220 |
| Matthew Mazzone      | MAZZONE HARDWARE CORP.              | 470 Court St          | Brooklyn         | NY | 11231-4033 | 718-624-8494 |
| Matthew Mazzone      | MAZZONE PAINT CENTER, INC.          | 211 Smith St          | Brooklyn         | NY | 11201-6531 | 347-799-1140 |
| Ann Chanler          | 3A & K, LLC                         | 217 W Broadway        | New York         | NY | 10013-2909 | 212-925-4800 |
| Michael Costello     | Bellmore Home Center, Inc.          | 60 W Main St          | East Islip       | NY | 11730-2322 | 631-581-7575 |
| John Dizzia          | The Rainbow Group of New York, Inc. | 140 Orange Ave        | Suffern          | NY | 10901-5510 | 845-547-2301 |
| Michael J. Costello  | Bellmore Home Center, Inc.          | 705 Merrick Road      | Copague          | NY | 11726-4919 | 631-608-4575 |
| Joseph Tesiero       | Cranesville Block Co., Inc.         | 1000 Riverfront Ctr   | Amsterdam        | NY | 12010-4616 | 518-684-6100 |
| Gail Villani         | Gui's Lumber & Home Center, Inc.    | S5726 S Park Ave      | Hamburg          | NY | 14075-3023 | 716-649-4141 |
| Bruce Camp           | Attica Auto Supply, Inc.            | 99 N Main St          | Warsaw           | NY | 14569-1343 | 585-786-2670 |
| Ed Klein             | Wallauer Hardware LLC               | 1924 Route 6          | Carmel           | NY | 10512-2311 | 845-225-6613 |
| Ed Klein             | Wallauer Hardware LLC               | 143 N Main St         | Port Chester     | NY | 10573-4212 | 914-939-7600 |
| Ed Klein             | Wallauer Hardware LLC               | 655 Bedford Rd        | Bedford Hills    | NY | 10507-1544 | 914-241-1666 |
| Angelo A Grasso      | AG Distributors & Supplies Corporat | 831 Hoosick Rd        | Brunswick        | NY | 12180-6629 | 518-874-0251 |
| Santiago Garcia      | Hardware New York Inc.              | 5760 Broadway         | Bronx            | NY | 10463-4140 | 718-543-3400 |
| John J Young         | Arthur J. Young & Son, Inc.         | 25 Washington St Ext  | Prattsville      | NY | 12468      | 518-299-3426 |
| David Milligan       | Arthur White & Son, Inc.            | 2 Hamilton Ave        | Corinth          | NY | 12822-1041 | 518-654-2331 |
| Frank J Ciecierski   | Fingerlakes Hardware Inc.           | 1802 Route 332        | Canandaigua      | NY | 14424      | 585-394-1802 |
| Michael J. Costello  | Bellmore Home Center, Inc.          | 1305 Newbridge Rd     | North Bellmore   | NY | 11710-1654 | 516-308-7941 |
| Edward Green         | Weider's Hardware, Inc.             | 166 W Main St         | Honeoye Falls    | NY | 14472-1148 | 585-412-2403 |
| Chasity L Browngardt | Pamm, LLC                           | 2721 State Route 3    | Fulton           | NY | 13069-4879 | 315-592-2063 |
| Gene D Phillips      | Phillips' Hardware, LLC             | 79 Division St        | Sag Harbor       | NY | 11963-3156 | 631-725-1900 |
| Judd A Robinson      | Robinson Hardware of NS, Corp.      | 1900 New Scotland Rd  | Slingerlands     | NY | 12159-3629 | 518-475-9483 |
| Michael J. Costello  | Bellmore Home Center, Inc.          | 923 Atlantic Ave      | Baldwin Harbor   | NY | 11510-4240 | 516-600-9110 |
| Richard Green        | New York Replacement Parts Corp.    | 256 Main St           | North Creek      | NY | 12853-2309 | 518-251-2855 |
| Richard Green        | New York Replacement Parts Corp.    | 4033 Main St          | Warrensburg      | NY | 12885-1135 | 518-623-2900 |
| Angelo A Grasso      | AG Distributors & Supplies Corporat | 63 3rd St             | Troy             | NY | 12180-3909 | 518-687-0014 |
| Matt Mazzone         | Mazzone Hardware Rockaway Inc.      | 245-251 Beach 116 St  | Rockaway Park    | NY | 11694      | 718-945-5669 |
| Michael Costello     | Bellmore Home Center, Inc.          | 720 Walt Whitman Rd   | Melville         | NY | 11747-2210 | 631-923-2336 |
| Robert R Hill        | Mountain Hardware LLC               | 6260 Rte 9            | Chestertown      | NY | 12817      | 518-494-4618 |
| Clark Porter         | Clark Porter and Jordan Peck Juncti | 4420 US Highway 11    | De Kalb Junction | NY | 13630-5101 | 315-347-3465 |
| Clark Porter         | Small Town Supply, Inc.             | 23 W Main St          | Gouverneur       | NY | 13642-1300 | 315-287-2287 |
| Stacey p George      | Little Falls Ace Hardware, INC      | 441 W Main St         | Little Falls     | NY | 13365-1815 | 315-508-5329 |
| Aimee Nichols        | Berger Hardware, LLC                | 443 Commerce St       | Hawthorne        | NY | 10532-1345 | 914-769-2400 |
| Brett Concors        | Thruway Building Products, Inc.     | 78 Oak St             | Walden           | NY | 12586-1076 | 845-778-6634 |
| Michael Costello     | Bellmore Home Center, Inc.          | 1677 Victory Blvd     | Staten Island    | NY | 10314-3509 | 718-513-5888 |
| Paul Leahey          | Schuele Paint Company, Inc.         | 920 Abbott Rd         | Buffalo          | NY | 14220-2424 | 716-331-3142 |
| Daniel Resnick       | 214 Rock Hill Drive Operating Corp. | 214 Rock Hill Dr      | Rock Hill        | NY | 12775-7205 | 845-796-3060 |
| Jessica Ahearn       | Lakeside Hardware & Bldg Materials, | 3120 Lexington Ave    | Mohegan Lake     | NY | 10547-1679 | 914-528-0030 |
| Adam Schoelkopf      | Bedford Hardware, Inc.              | 466 Old Post Rd       | Bedford          | NY | 10506-1018 | 914-234-3695 |
| Ed Klein             | 3D Wallauer of New Rochelle South,  | 750 Main St           | New Rochelle     | NY | 10805-1515 | 914-632-8060 |
| Jerrold Werner M.    | Aralar Corp.                        | 8-10 North Main St    | Florida          | NY | 10921      | 845-651-3011 |
| Manan Varma          | Manny's Ace Hardware Inc.           | 5175 Broadway Ste 12  | Depew            | NY | 14043-4025 | 716-601-7507 |
| J. Brent Supernault  | Downtown Hardware Done Right, LLC   | 670 E Main St         | Malone           | NY | 12953-2142 | 518-483-7694 |
| Angelo Grasso        | AG Distributors & Supplies Corporat | 42 Saratoga Ave       | Waterford        | NY | 12188-2615 | 518-233-1073 |
| Joseph Jeffries      | Westlake Hardware, Inc.             | 5390 State Highway 28 | Cooperstown      | NY | 13326-5710 | 607-547-2166 |
| Joseph Jeffries      | Westlake Hardware, Inc.             | 1 Main St Ste 7       | Delhi            | NY | 13753-1106 | 607-746-8810 |
| Joseph Jeffries      | Westlake Hardware, Inc.             | 36 West St            | Walton           | NY | 13856-1084 | 607-510-4150 |
| Angelo Angelo        | AG Distributors & Supplies Corporat | 6133 State Highway 5  | Palatine Bridge  | NY | 13428-2809 | 518-673-8200 |
| Ed Klein             | 3D Wallauer Of Nanuet, LLC          | 52 College Ave        | Nanuet           | NY | 10954-3010 | 845-623-6150 |
| Angelo Grasso        | AG Distributors & Supplies Corporat | 1448 Balltown Rd      | Niskayuna        | NY | 12309-4301 | 518-300-1588 |
| Matthew Mazzone      | Mazzone Hardware Bergen Corp.       | 476 Bergen St         | Brooklyn         | NY | 11217-4759 | 718-560-3022 |
| Cristy Schaefer      | Ace Hardware of Plainview, Inc.     | 1050 Old Country Rd   | Plainview        | NY | 11803-4917 | 516-605-6264 |
| Terrence Dacey       | Hadlock Paint Company Inc.          | 3400 Monroe Ave       | Rochester        | NY | 14618      | 585-248-2333 |
| Clark Porter         | 531 State Street Hardware Inc.      | 531 State St          | Watertown        | NY | 13601-2724 | 315-782-5964 |
| Patricia Parzych     | Austin's Hardware, Inc.             | 9655 Brewerton Rd     | Brewerton        | NY | 13029-9704 | 315-676-0021 |
| Gustavo Mendez       | Clinton Hill Hardware Inc.          | 452 Myrtle Ave        | Brooklyn         | NY | 11205-2425 | 718-237-7827 |
| Robert Maloney       | Shinnecock Hardware East, Inc.      | 849 County Road 39    | Southampton      | NY | 11968-5227 | 631-283-2047 |
| Sarah Babad          | Rockland Hardware & Paint Supply In | 20 Robert Pitt Dr     | Monsey           | NY | 10952-3330 | 845-271-3040 |
| Chad Doria           | Brickman UWS, LLC                   | 610 Columbus Ave      | New York         | NY | 10024-1403 | 212-580-8080 |
| Christopher Sarazin  | Curfel, Inc.                        | 4805 S Salina St      | Syracuse         | NY | 13205-2704 | 315-469-4065 |
| Manan Varma          | Mannys Ace Hardware East Aurora Inc | 42 Riley St. Ste 200  | East Aurora      | NY | 14052-1843 | 716-601-7507 |
| Edward Green         | Weider's Hardware, Inc.             | 585 Moseley Rd        | Fairport         | NY | 14450-3339 | 585-302-2070 |
| Angelo Grasso        | AG Distributors & Supplies Corporat | 115 Main Ave          | Wynantskill      | NY | 12198-7546 | 518-227-0930 |
| Lauren Struss        | PS2 Hardware Corp                   | 6526 Jericho Tpke     | Commack          | NY | 11725-2901 | 631-670-6540 |
| Sal Calabrese        | Court Street Home Center LLC        | 85 Court St           | Brooklyn         | NY | 11201-5003 | 718-243-0844 |
| Mark A Nightingale   | Nightingale Mills, Inc.             | 4068 S Street Road    | Marcellus        | NY | 13108-9767 | 315-673-2001 |
| Angelo Grasso        | AG Distributors & Supplies Corporat | 1 Fuller Rd           | Colonie          | NY | 12205-5103 | 518-478-2339 |
| Robert Pace          | Rockwood Park Hardware Corp         | 16254 Crossbay Blvd   | Howard Beach     | NY | 11414-3485 | 718-848-5699 |
| Angelo Grasso        | AG Distributors & Supplies Corporat | 11780 Route 9W        | Coxsackie        | NY | 12051      | 518-816-0456 |
| William Swartz III   | Robinson Hardware Of CP, Corp.      | 135 Lapp Rd           | Clifton Park     | NY | 12065-6014 | 518-371-7100 |
| Mark A Nightingale   | Nightingale Mills, Inc.             | 6 Elm St              | Tully            | NY | 13159-2498 | 315-238-7050 |
| Clark Porter         | Potsdam Ace Limited                 | 1 Maple St            | Potsdam          | NY | 13676-1888 | 315-265-4350 |
| Ed Klein             | 3 D Wallauer of Mamaroneck, LLC     | 960 Mamaroneck Ave    | Mamaroneck       | NY | 10543-1631 | 914-898-5502 |

| Owner Name             | Legal Name                          | Street                         | City                 | St | Zip Code   | Phone #      |
|------------------------|-------------------------------------|--------------------------------|----------------------|----|------------|--------------|
| Chris Akey             | Adirondack Tool Co., Inc.           | 755 State Route 3              | Plattsburgh          | NY | 12901-7489 | 518-310-3300 |
| Ric Tilley             | Foundation Building Materials, Inc. | 744 McDonald Ave               | Brooklyn             | NY | 11218-4914 | 718-436-4923 |
| Leigh Zancewicz        | Greatest Corp.                      | 1366 Route 25A                 | East Setauket        | NY | 11733-2842 | 631-751-9500 |
| Leigh Zancewicz        | Greatest Corp.                      | 1106 Route 112                 | Port Jefferson Stati | NY | 11776-8039 | 631-331-2300 |
| Leigh Zancewicz        | Greatest Corp.                      | 6281 Route 25A                 | Wading River         | NY | 11792-2003 | 631-929-5095 |
| Andrew Boerman         | M&M Enterprises of Ithaca, Inc.     | 2309 N Tripphammer Rd.         | Ithaca               | NY | 14850-1060 | 607-882-9590 |
| Andrew Boerman         | B & H Enterprises of Ithaca, Inc.   | 213 S Fulton St                | Ithaca               | NY | 14850-3305 | 607-272-1848 |
| Donald Persico         | Persico Hardware, Inc.              | 99 Main St                     | Ravena               | NY | 12143-1700 | 518-756-8200 |
| Carolina Delgado       | Ace 199 Corp                        | 199 Audubon Ave                | New York             | NY | 10033-8726 | 332-272-2323 |
| Michael P Pecoraro     | Neighborhood Hardware Corp.         | 74 Bayville Ave.               | Bayville             | NY | 11709-1656 | 516-226-1333 |
| Dawn Carolei           | RB Hardware LLC                     | 3265 Franklin Ave              | Millbrook            | NY | 12545      | 845-677-8201 |
| Clark Porter           | Ace of Canton Inc.                  | 97 E Main St                   | Canton               | NY | 13617-1445 | 315-714-1092 |
| William E Aubuchon IV  | W. E. AUBUCHON CO., INC.            | 2010 Saranac Ave               | Lake Placid          | NY | 12946-1174 | 518-523-3077 |
| William E Aubuchon IV  | W. E. AUBUCHON CO., INC.            | 310 White Plains Rd            | Eastchester          | NY | 10709-2802 | 914-961-2400 |
| William E Aubuchon IV  | W. E. AUBUCHON CO., Inc.            | 511 State Route 29             | Greenwich            | NY | 12834-4236 | 518-692-8494 |
| William E Aubuchon IV  | W. E. AUBUCHON CO., INC.            | 65 Lake St                     | Tupper Lake          | NY | 12986-1408 | 518-359-7277 |
| John J Young           | Arthur J. Young & Son, Inc          | 14 Boulevard Ave               | Catskill             | NY | 12414-1721 | 518-943-3505 |
| Michael J Costello     | Bellmore Home Center, Inc           | 242 Broadhollow Rd             | Farmingdale          | NY | 11735-4805 | 631-694-1100 |
| William E Aubuchon IV  | W. E. AUBUCHON CO., INC.            | 7572 Court St                  | Elizabethtown        | NY | 12932      | 518-873-2210 |
| William E Aubuchon IV  | W. E. AUBUCHON CO., INC.            | 131 Montcalm St Ste 2          | Ticonderoga          | NY | 12883-1321 | 518-585-7220 |
| William E Aubuchon IV  | W. E. AUBUCHON CO., INC.            | 129 Main St                    | Richfield Springs    | NY | 13439-7737 | 315-858-2411 |
| William E Aubuchon IV  | W. E. AUBUCHON CO., INC.            | 2 Gorman Way Ste 4             | Peru                 | NY | 12972-3061 | 518-643-0344 |
| Matt Philo             | Marcus Noble, Inc.                  | 80 William St                  | South Glens Falls    | NY | 12803-5239 | 518-761-6777 |
| Matt Philo             | Marcus Noble, Inc.                  | 130 S Comrie Ave               | Johnstown            | NY | 12095-3108 | 518-762-3658 |
| Chris Belliboni        | Belliboni and Sons LLC              | 658 Old Liverpool Rd           | Liverpool            | NY | 13088-6047 | 315-883-0015 |
| John Merrell           | The Hardware Group, Inc.            | 2088 Boston Post Rd            | Larchmont            | NY | 10538-3753 | 914-834-7200 |
| Dwayne Blanding        | Blanding Hardware Inc               | 499 State Route 31             | Bridgeport           | NY | 13030-9509 | 315-933-5731 |
| Issac Swimer           | M. S. Berkoff Company, Inc          | 600 Utica Ave                  | Brooklyn             | NY | 11203-1917 | 718-774-8900 |
| Steve Feller           | B&S Feller Enterprises LLC          | 115 Temple Rd                  | New Windsor          | NY | 12553      | 845-391-8198 |
| Brett Feller           | TVH Feller Enterprises LLC          | 59 N Plank Rd                  | Newburgh             | NY | 12550-2111 | 845-562-3234 |
| Brett Feller           | Beacon HW LLC                       | 18 W Main St                   | Beacon               | NY | 12508-2512 | 845-765-2631 |
| Steve Feller           | Cold Spring HW LLC                  | 3081 Route 22                  | Dover Plains         | NY | 12522-5961 | 845-832-7444 |
| Thomas W Young         | Ed Youngs Towne Hardware, inc.      | 5641 Main St                   | Williamsville        | NY | 14221-5505 | 716-632-3150 |
| Clark Porter           | Cicero Ace Inc.                     | 8379 Thompson Rd               | Cicero               | NY | 13039-9390 | 000-000-0000 |
| Douglas Greene         | Greene-Sentry Hardware, Inc.        | 8225 Cazenovia Rd              | Manlius              | NY | 13104-8727 | 315-682-6531 |
| Malcolm M Moore        | BEECHWOLD HARDWARE CO.              | 4591 N High St                 | Columbus             | OH | 43214-2042 | 614-267-1245 |
| Brian Mercer           | Pruox, Inc.                         | 647 W Ervin Rd                 | Van Wert             | OH | 45891-2418 | 419-238-1546 |
| Lawrence Klasmeier     | ANDERSON HARDWARE COMPANY           | 788 Reading Rd                 | Mason                | OH | 45040-1362 | 513-398-3901 |
| William Dickson III    | LAKEVIEW HARDWARE COMPANY INC.      | 8793 Township Road 239         | Lakeview             | OH | 43331-9322 | 937-843-4220 |
| Charles Horr           | THE VANDERVORT SUPPLY CO.           | 1532 Gallia St                 | Portsmouth           | OH | 45662-4509 | 740-353-1179 |
| Ian Kubicki            | Kubicki Enterprises, Inc.           | 536 Highland Rd E              | Macedonia            | OH | 44056-2108 | 330-467-2201 |
| Erika Edwards Talbot   | Auer Hardware, Inc.                 | 1961 Otsego Ave                | Coshocton            | OH | 43812-9370 | 740-622-4056 |
| Thomas Gathy           | GATHY HOME REPAIR SERVICE, INC.     | 1792 Coventry Rd               | Cleveland Heights    | OH | 44118-1630 | 216-321-4701 |
| Charles Wallingford    | WALLINGFORD'S ACE HARDWARE          | 150 N Main St                  | Peebles              | OH | 45660-1241 | 937-587-2944 |
| Frank Sekeres          | BLUM-SEKERES SUPPLY, INC.           | 2516 Tuscarawas St W           | Canton               | OH | 44708-4702 | 330-455-9471 |
| Toma Leveto            | HANDYMAN SUPPLY OF NILES, INC.      | 2200 N Bellwood Ave            | Niles                | OH | 44446-4231 | 330-652-7778 |
| Richard Edington       | SHREVE HARDWARE & SUPPLY, LTD.      | 138 N Market St                | Shreve               | OH | 44676      | 330-567-2121 |
| Joshua Brautigam       | SIDNEY HARDWARE CO.                 | 320 N Main Ave                 | Sidney               | OH | 45365-2329 | 937-492-3380 |
| David Vidmar           | SOUTH END HARDWARE, INC.            | 8815 Broadway Ave              | Cleveland            | OH | 44105-5137 | 216-341-6100 |
| Laurel Hafertepen      | ACE HARDWARE W.C., INC.             | 7852 Cincinnati Dayton Rd      | West Chester         | OH | 45069-6005 | 513-777-4753 |
| Ryan Douglas           | Piqua Ace Hardware, LTD             | 1942 Covington Ave             | Piqua                | OH | 45356-2636 | 937-773-1612 |
| Laurel Hafertepen      | KEED INC.                           | 729 E Main St                  | Lebanon              | OH | 45036-1917 | 513-932-5169 |
| Kenneth Donaldson      | DONALDSON ACE HARDWARE BRYAN INCORP | 421 N Union St                 | Bryan                | OH | 43506-1455 | 419-636-5444 |
| Christy Johnson        | CHRISTY JOHNSON HARDWARE, INC.      | 1268 Rombach Ave               | Wilmington           | OH | 45177-1943 | 937-382-1459 |
| Kenneth Spindler       | SPONEY INC.                         | 411 5th Street - Central Plaza | Beverly              | OH | 45715      | 740-984-4138 |
| Adam Gasser            | Gasser Hardware, INC                | 12993 Cleveland Rd             | Creston              | OH | 44217-9773 | 380-257-1199 |
| Christy Johnson        | L&D HARDWARE INC.                   | 88 Washington Sq               | Washington Court     | OH | 43160-1747 | 740-335-3883 |
| A Dull                 | VERSAILLES HARDWARE, INC.           | 337 Marker Rd                  | Versailles           | OH | 45380-9323 | 937-526-4541 |
| Gerald Burger          | G & G HARDWARE COMPANY              | 7320 Lake Shore Blvd           | Mentor               | OH | 44060-3030 | 440-975-9990 |
| E&H Family Group, Inc. | E&H HARDWARE GROUP, LLC             | 1400 W High St                 | Orville              | OH | 44667-1444 | 330-930-0320 |
| Timothy Vaughn         | VAUGHN EQUITY SERVICES LLC          | 1201 E Findlay St              | Carey                | OH | 43316-9686 | 419-396-9988 |
| William Klinker        | KLINKER'S LUMBER AND BUILDERS       | 100 W 7th St                   | Waverly              | OH | 45690-1605 | 740-947-2134 |
| Tim King               | KING BUILDERS SUPPLY, INC.          | 405 N 2nd Ave                  | Middleport           | OH | 45760-1009 | 740-992-5020 |
| Doug Hesson            | LOXLEY, INC.                        | 1241 E Russ Rd                 | Greenville           | OH | 45331-2757 | 937-548-7284 |
| Laurel Hafertepen      | ACE HARDWARE W.C., INC.             | 4185 Tonya Trl                 | Hamilton             | OH | 45011-8543 | 513-863-9322 |
| Charles Buck           | GENEVA HARDWARE INC.                | 44 S Broadway                  | Geneva               | OH | 44041-1828 | 440-466-3928 |
| E&H Family Group, Inc. | E&H HARDWARE GROUP, LLC             | 3000 N Wooster Ave             | Dover                | OH | 44622-9469 | 330-364-3079 |
| Rebecca Toman          | COUNTRY PANTRY INC.                 | 10959 Akron-Canfield Rd        | Ellsworth            | OH | 44416      | 330-533-7464 |
| Matthew Minor          | Wangler Hardware LLC                | 1711 State Route 49            | Fort Recovery        | OH | 45846-9747 | 419-375-1084 |
| Kevin Burke            | SUTTON INDUSTRIAL HARDWARE LIMITED  | 3848 Prospect Ave              | Cleveland            | OH | 44115-2708 | 216-696-8340 |
| Donald Casserlie       | NORTH ROYALTON HARDARE INC.         | 14069 Ridge Rd                 | North Royalton       | OH | 44133-4967 | 440-237-7350 |
| Nick S Zettler         | ZETTLER STORES, INC.                | 1840 Hard Rd                   | Columbus             | OH | 43235-1996 | 614-792-7909 |
| J Daniel Fitzgerald    | MCAULIFFE BROS. INC.                | 1299 W 5th St                  | Marysville           | OH | 43040-9291 | 937-642-2891 |
| Arthur Metzger         | METZGER TRUE VALUE, INC.            | 109 Constitution Ave           | Louisville           | OH | 44641-1308 | 330-875-5586 |
| Robert Trout           | SCHREINER PLUMBING & HARDWARE, INC. | 2585 N High St                 | Columbus             | OH | 43202-2555 | 614-263-5678 |
| Billy Inmon            | BILLY R. INMON                      | 405 W Walton St                | Willard              | OH | 44890-9134 | 419-933-7606 |

| Owner Name             | Legal Name                          | Street                           | City              | St | Zip Code   | Phone #      |
|------------------------|-------------------------------------|----------------------------------|-------------------|----|------------|--------------|
| Howard Adelman         | ADMAR DISTRIBUTING CO. INC.         | 12670 W Geauga Plz               | Chesterland       | OH | 44026-2505 | 440-729-2130 |
| Donald Casserlie       | HUDSON HARDWARE CO. INC.            | 5824 Darrow Rd                   | Hudson            | OH | 44236-3864 | 330-650-4475 |
| Eric Fritz             | DELPHOS HARDWARE, LLC               | 242 N Main St                    | Delphos           | OH | 45833-1767 | 419-692-0921 |
| Travis Earley          | T. EARLEY, INC.                     | 1104 N Barron St                 | Eaton             | OH | 45320-1012 | 937-456-6127 |
| Kevin Jones            | K M JONES, INCORPORATED             | 5680 Turney Rd                   | Garfield Heights  | OH | 44125-3974 | 216-662-8719 |
| Jill Kordes            | HANDYMAN-AUSTINTOWN, INC.           | 4351 Kirk Rd                     | Youngstown        | OH | 44511-1851 | 330-793-1268 |
| Robert Trout           | SCHREINER PLUMBING & HARDWARE, INC. | 1665 Parsons Ave                 | Columbus          | OH | 43207-1218 | 614-444-8963 |
| E&H Family Group, Inc. | E&H HARDWARE GROUP, LLC             | 800 W Central Ave                | Delaware          | OH | 43015-1483 | 740-363-1933 |
| Jeffrey Rupp           | RUPP UNLIMITED CORPORATION          | 1495 N Shoop Ave                 | Wauseon           | OH | 43567-1824 | 419-335-1717 |
| Barbara Fitzgerald     | McAuliffe's Industrial Inc.         | 1297 W 5th St                    | Marysville        | OH | 43040-9291 | 937-642-2911 |
| E&H Family Group, Inc. | E&H HARDWARE GROUP, LLC             | 3626 Medina Rd                   | Medina            | OH | 44256-8100 | 330-725-5000 |
| E&H Family Group, Inc. | E&H HARDWARE GROUP, LLC             | 7138 Fulton Dr NW                | Canton            | OH | 44718-1523 | 330-834-3410 |
| Robin Hayes            | BALTIMORE BUILDERS SUPPLY &         | 8865 Lancaster-Kirkersville Road | Baltimore         | OH | 43105      | 740-862-0116 |
| Kevin Johnson          | KRJ HARDWARE, INC                   | 3812 Paxton Ave                  | Cincinnati        | OH | 45209-2399 | 513-871-7500 |
| Henry L Schulhoff      | ACE LUDLOW, LLC                     | 344 Ludlow Ave                   | Cincinnati        | OH | 45220-2019 | 513-281-9600 |
| Roy W Vankanegan       | KINSMAN HARDWARE, LLC               | 8598 Main St                     | Kinsman           | OH | 44428-9336 | 330-876-1088 |
| Robert A Trout         | SCHREINER PLUMBING & HARDWARE, INC. | 1131 W 5th Ave                   | Columbus          | OH | 43212-2566 | 614-291-0820 |
| Thomas A Sinn          | PAULDING ACE HARDWARE, LLC          | 1251 N Williams St               | Paulding          | OH | 45879-8875 | 419-399-3136 |
| Wendy Weiler           | WINDALE FARMS, INC.                 | 300 W Granville St               | Sunbury           | OH | 43074-9219 | 740-965-8080 |
| Kevin J Good           | KJG ENTERPRISES, LLC                | 734 N Perry St                   | Napoleon          | OH | 43545-1501 | 419-592-4488 |
| Charles Nutter         | NUTTER HARDWARE LLC                 | 3078 Kingsdale Ctr               | Upper Arlington   | OH | 43221-2027 | 614-824-1680 |
| Laurel Hafertepen      | CINCINNATI HARDWARE EAST, LLC       | 7201 Wooster Pike                | Cincinnati        | OH | 45227-3830 | 513-979-4603 |
| Robin L Hayes          | HOMETOWN HARDWARES, INC.            | 2943 St Rte 752 Ste A            | Ashville          | OH | 43103-9575 | 740-983-3000 |
| E&H Family Group, Inc. | E&H HARDWARE GROUP, LLC             | 6500 Brecksville Rd              | Independence      | OH | 44131-3407 | 216-524-4223 |
| E&H Family Group, Inc. | E&H HARDWARE GROUP, LLC             | 20200 Detroit Rd                 | Rocky River       | OH | 44116-2422 | 440-333-4223 |
| Nicholas P Redfield    | SYLVANIA HARDWARE, L.L.C.           | 5619 Main St                     | Sylvania          | OH | 43560-1929 | 419-882-6516 |
| Jonathan P Hetrick     | J & C HETRICK INC.                  | 1108-1110 Oak Harbor Road        | Fremont           | OH | 43420      | 419-333-0370 |
| E&H Family Group, Inc. | E&H HARDWARE GROUP, LLC             | 27255 Detroit Rd                 | Westlake          | OH | 44145-2228 | 440-871-4223 |
| Craig B Reese          | THE CRABIN COMPANY                  | 100 S Commerce St                | Lewisburg         | OH | 45338-6791 | 937-583-5140 |
| Robert A Trout         | SCHREINER ACE HARDWARE-WORTHINGTON  | 926 High St                      | Worthington       | OH | 43085-4021 | 614-430-9626 |
| E&H Family Group, Inc. | E&H HARDWARE GROUP, LLC             | 15651 W High St                  | Middlefield       | OH | 44062-9201 | 440-632-0020 |
| Gregory S Bleile       | Norwalk Hardware, LTD.              | 111 Whittlesey Ave               | Norwalk           | OH | 44857-1463 | 419-668-4223 |
| E&H Family Group, Inc. | E&H Hardware Group, LLC             | 8009 State St                    | Garrettsville     | OH | 44231-1022 | 330-527-2037 |
| Stephanie Carano       | New Middletown Ace Hardware, Inc.   | 10395 Main St                    | New Middletown    | OH | 44442-9717 | 330-542-2802 |
| E&H Family Group, Inc. | E&H Hardware Group, LLC             | 375 Lear Rd                      | Avon Lake         | OH | 44012-2094 | 440-930-2239 |
| E&H Family Group, Inc. | E&H Hardware Group, LLC             | 2575 Hilliard Rome Rd            | Hilliard          | OH | 43026-8249 | 614-777-4223 |
| Richard E Foreman      | Hometown Hardwares, Inc.            | 726 Main St                      | Groveport         | OH | 43125-1422 | 614-836-9810 |
| Nicholas P Redfield    | Point Place Hometown Hardware LLC   | 4441 N Summit St                 | Toledo            | OH | 43611-3073 | 419-729-2500 |
| Wendy E Weiler         | Windale Farms, Inc                  | 5595 New Albany Rd               | New Albany        | OH | 43054-8825 | 614-855-9090 |
| Eric E Fritz           | Shawnee Ace Hardware, LLC           | 3700 S Dixie Hwy                 | Lima              | OH | 45806-1846 | 419-991-3701 |
| Henry P Nemenz         | Struthers Hardware, Inc.            | 860 Lake Ave                     | Ashtabula         | OH | 44004-2900 | 440-536-4954 |
| E&H Family Group, Inc. | E&H Hardware Group, LLC             | 2628 Easton St NE                | Canton            | OH | 44721-2600 | 330-494-6579 |
| Arthur J Metzger II    | Wallhaven Enterprises, LLC          | 1592 W Market St                 | Akron             | OH | 44313-7155 | 234-678-0777 |
| Wendy E Weiler         | Windale Farms, Inc                  | 1220 County Line Rd              | Westerville       | OH | 43081-6015 | 614-392-0647 |
| E&H Family Group, Inc. | E&H Hardware Group, LLC             | 1412 Lexington Ave               | Mansfield         | OH | 44907-2630 | 419-756-8340 |
| E&H Family Group, Inc. | E&H Hardware Group, LLC             | 23200 Lorain Rd                  | North Olmsted     | OH | 44070-1622 | 440-777-4223 |
| Angela M Dubois        | J & A Hardware, LLC                 | 30130 Lake Shore Blvd            | Willowick         | OH | 44095-4617 | 440-833-4545 |
| Shawn E Martin         | 4Aces Inc.                          | 1184 N Court St                  | Circleville       | OH | 43113-1304 | 740-497-4550 |
| Ronald C Graff Jr      | G 5 LLC                             | 15891 St Rt 170 Ste 3            | East Liverpool    | OH | 43920-9697 | 330-932-1965 |
| E&H Family Group, Inc. | E&H Hardware Group, LLC             | 70 N Washington St               | Millersburg       | OH | 44654-1184 | 330-674-6941 |
| E&H Family Group, Inc. | E&H Hardware Group, LLC             | 165 E Broad St                   | Newton Falls      | OH | 44444-1708 | 330-872-7363 |
| Michael Kolovich       | Michael Kolovich                    | 4319 Mahoning Ave NW             | Warren            | OH | 44483-1930 | 330-847-6999 |
| E&H Family Group, Inc. | E&H Hardware Group, LLC             | 300 S College Ave                | Oxford            | OH | 45056-2225 | 513-523-6361 |
| Tony Houk              | Great Lakes Ace Hardware, Inc.      | 1656 N Countyline                | Fostoria          | OH | 44830-1938 | 419-436-7100 |
| E&H Family Group, Inc. | E&H Hardware Group, LLC             | 713 S Sandusky Ave               | Bucyrus           | OH | 44820-2631 | 419-562-3660 |
| Jonathan R. Miller     | Solon Valley Hardware, Inc.         | 6310 Melbury Ave                 | Solon             | OH | 44139-3615 | 440-248-4195 |
| E&H Family Group, Inc. | E&H Hardware Group, LLC             | 714 N Main St                    | Springboro        | OH | 45066-8944 | 937-550-2201 |
| Tony Houk              | Great Lakes Ace Hardware, Inc.      | 1550 W Market St                 | Tiffin            | OH | 44883-2578 | 419-447-5280 |
| Darin J. Fleming       | DAS HARDWARE, LLC                   | 157 Mansfield Ave                | Shelby            | OH | 44875-1832 | 419-342-5467 |
| Eric E. Fritz          | Elida Road Hardware, LLC            | 3720 Elida Rd                    | Lima              | OH | 45807-1541 | 419-331-3633 |
| Toma J Leveto          | Handyman Supply Of Struthers LLC    | 1022 5th St                      | Struthers         | OH | 44471-1458 | 234-228-8908 |
| Arthur J. Metzger II   | Ace of Kent Enterprises, LLC        | 176 Cherry St                    | Kent              | OH | 44240-3769 | 330-593-5094 |
| Robin L. Hayes         | Hometown Hardware, Inc.             | 775 S 30th St                    | Heath             | OH | 43056-1207 | 740-522-0019 |
| Ronald C Graff Jr.     | G-5 LLC                             | 413 E Main St                    | Canfield          | OH | 44406-1552 | 234-414-7103 |
| E&H Family Group Inc   | E&H Hardware Group, LLC             | 16765 Chillicothe Rd             | Bainbridge Townsh | OH | 44023-4519 | 440-591-4743 |
| Tony Houk              | Great Lakes Ace Hardware, Inc.      | 147 Anderson Ave                 | Clyde             | OH | 43410-1005 | 419-547-2920 |
| Tony Houk              | Great Lakes Ace Hardware, Inc.      | 220 W Main St                    | Bellevue          | OH | 44811-1330 | 419-483-2920 |
| David Amweg            | Big Oscar LLC                       | 910 E Columbus St                | Kenton            | OH | 43326-1683 | 419-673-0517 |
| Gregory S Bleile       | Norwalk Hardware, LTD.              | 402 Cleveland Rd E               | Huron             | OH | 44839-1750 | 419-433-4797 |
| Michael Mottahedeh     | Ace of Parma LLC                    | 7795 W Ridgewood Dr              | Parma             | OH | 44129-5514 | 440-613-5201 |
| Kevin Jones            | Madison Ace Hardware, Inc.          | 1969 Hubbard Rd                  | Madison           | OH | 44057-2105 | 440-307-9397 |
| Christopher Buehler    | E&H Hardware Group, LLC             | 2420 Wedgewood Dr                | Akron             | OH | 44312-2432 | 330-733-9813 |
| Christopher Buehler    | E&H Hardware Group, LLC             | 3200 Greenwich Rd                | Norton            | OH | 44203-5764 | 330-825-0801 |
| Christopher Buehler    | E&H Hardware Group, LLC             | 3235 Manchester Rd               | Akron             | OH | 44319-1400 | 330-645-2424 |
| Anthony R Zembrodt Jr  | RSH Hardware, LLC                   | 3025 State Route 125             | Bethel            | OH | 45106-9454 | 513-734-4800 |
| Lance Sizemore         | E4 Holdings, LLC                    | 1041 Old US Highway 52.          | New Richmond      | OH | 45157-8536 | 513-843-6001 |



| Owner Name            | Legal Name                          | Street                         | City             | St | Zip Code   | Phone #      |
|-----------------------|-------------------------------------|--------------------------------|------------------|----|------------|--------------|
| Richard Siegal        | Siegal Hardware LLC                 | 1640 Whipple Ave NW            | Canton           | OH | 44708-2835 | 330-956-4024 |
| Kenneth Queen         | Kenny Queen's Hardware & Supply, In | 6270 County Road 107           | Proctorville     | OH | 45669-8867 | 740-886-8084 |
| Wendy E Weiler        | Windale Farms, Inc.                 | 921 W Coshocton St             | Johnstown        | OH | 43031-9644 | 740-966-3035 |
| Gerald Burger         | G & G Hardware Company ll           | 17111 Chagrin Blvd             | Shaker Heights   | OH | 44120-3729 | 216-860-1015 |
| Richard R Chene Jr    | Thrive Holdings Inc.                | 625 W Main St                  | Plain City       | OH | 43064-1039 | 614-873-8211 |
| Jason Wallenstein     | Ace Aurora LLC                      | 55 Barrington Town Square Dr   | Aurora           | OH | 44202-7789 | 330-286-6388 |
| Paul Booth            | Ace Hardware Dillonvale LLC         | 3986 E Galbraith Rd            | Cincinnati       | OH | 45236-2322 | 513-984-4447 |
| Christopher Buehler   | E&H Hardware Group, LLC             | 115 S Market St                | Wooster          | OH | 44691-4838 | 330-262-8821 |
| Corby Leach           | Athens Helpful Place, Inc.          | 470 Richland Ave               | Athens           | OH | 45701-3748 | 740-593-7705 |
| Rocco Falcone         | Rocky's Hardware, Inc               | 7845 Cloy Rd                   | Centerville      | OH | 45459-4832 | 937-433-5536 |
| Rocco Falcone         | Rocky's Hardware, Inc               | 4249 N Main St                 | Dayton           | OH | 45405-1624 | 937-278-5825 |
| Rocco J Falcone       | Rocky's Hardware, Inc               | 1229 Wilmington Ave            | Dayton           | OH | 45420-1539 | 937-293-8111 |
| Rocco Falcone         | Rocky's Hardware, Inc               | 122 E Dayton Yellow Springs Rd | Fairborn         | OH | 45324-3447 | 937-879-7866 |
| Rocco Falcone         | Rocky's Hardware, Inc               | 1950 E Stroop Rd               | Kettering        | OH | 45429-4325 | 937-424-8570 |
| Rocco Falcone         | Rocky's Hardware, Inc               | 1240 E Central Ave             | Miamisburg       | OH | 45342-3573 | 937-865-0320 |
| Rocco Falcone         | Rocky's Hardware, Inc               | 3300 S Dayton Lakeview Rd      | New Carlisle     | OH | 45344-2366 | 937-849-1306 |
| Rocco Falcone         | Rocky's Hardware, Inc               | 508 S Burnett Rd               | Springfield      | OH | 45505-2720 | 937-324-4123 |
| Rocco Falcone         | Rocky's Hardware, Inc               | 165 S Orange St                | Xenia            | OH | 45385-3603 | 937-376-5751 |
| Christopher Buehler   | E&H Hardware Group, LLC             | 451 Boardman Canfield Rd       | Boardman         | OH | 44512-4704 | 330-953-0160 |
| Christopher Buehler   | E&H Hardware Group, LLC             | 149 N Main St                  | Columbiana       | OH | 44408-1164 | 330-482-3348 |
| Christopher Buehler   | E&H Hardware Group, LLC             | 44998 Crestview Rd             | Columbiana       | OH | 44408-9575 | 330-482-4803 |
| Tony Houk             | Great Lakes Ace Hardware, Inc       | 902 N Main St                  | Celina           | OH | 45822-1046 | 419-586-6914 |
| Christopher Buehler   | E&H Hardware Group, LLC             | 1500 Millville Ave             | Hamilton         | OH | 45013      | 513-973-1245 |
| Christopher Buehler   | E&H Hardware Group, LLC             | 373 W Bridge St                | Dublin           | OH | 43017-2124 | 614-764-8900 |
| Christopher Buehler   | E&H Hardware Group, LLC             | 5144 Wilson Mills Rd           | Richmond Heights | OH | 44143-3006 | 440-720-0301 |
| Rocco L Falcone       | Rocky's Hardware, Inc.              | 251 E Alex Bell Rd             | Centerville      | OH | 45459-2706 | 937-879-0143 |
| David E Thompson      | Main Street Ace Hardware LLC        | 136 S Main St                  | Bowling Green    | OH | 43402-2909 | 419-352-0251 |
| Tony Houk             | Great Lakes Ace Hardware, Inc       | 8449 Winton Rd                 | Cincinnati       | OH | 45231-4935 | 937-381-6092 |
| Chad Rogers           | Rogers Moore Enterprises, LLC       | 675 Loveland Madeira Rd        | Loveland         | OH | 45140-2715 | 513-583-1415 |
| Anthony R Zembrodt Jr | Finnace, LLC                        | 1258 W Ohio Pike               | Amelia           | OH | 45102-1239 | 513-718-0104 |
| Scott Nichols         | Nichols To Dimes, Inc.              | 1285 Canton Rd NW              | Carrollton       | OH | 44615-9453 | 330-627-4344 |
| Richard Siegal        | Addie Hardware Limited Liability Co | 5117 Tuscarawas St W           | Canton           | OH | 44708-5015 | 330-495-0567 |
| Sally Kemp            | Woodsfield True Value Home Center,  | 218 OH-78                      | Woodsfield       | OH | 43793      | 740-472-1651 |
| Earl Hall             | MARTIN'S BUILDING & PLUMBING, INC.  | 300 Falcon Rd                  | Altus            | OK | 73521-2514 | 580-482-2400 |
| Larry Brandt          | BRANDT'S INC.                       | 3203 N 14th St                 | Ponca City       | OK | 74601-1035 | 580-762-2921 |
| Betty Wirtz           | WIRTZ LUMBER & SUPPLY, INC.         | 219 North Quinn Drawer A       | Guymon           | OK | 73942-4742 | 580-338-8555 |
| Joseph Jeffries       | WESTLAKE HARDWARE, INC.             | 800 SW 44th St                 | Oklahoma City    | OK | 73109-3424 | 405-636-4349 |
| Joseph Jeffries       | WESTLAKE HARDWARE, INC.             | 7120 NW 23rd St                | Bethany          | OK | 73008-5130 | 405-495-4061 |
| Joseph Jeffries       | WESTLAKE HARDWARE, INC.             | 1509 W Britton Rd              | Oklahoma City    | OK | 73120-1601 | 405-751-5020 |
| Sherry Atchley Frye   | ACE HARDWARE OF KINGFISHER, L.L.C.  | 123 E Miles Ave                | Kingfisher       | OK | 73750-2732 | 405-375-6770 |
| Jo Ann Carpenter      | Carpenter's Ace Hardware Inc.       | 405 Main Street                | Yukon            | OK | 73099      | 405-354-3255 |
| Joseph Jeffries       | WESTLAKE HARDWARE, INC              | 6951 NW Expressway St          | Oklahoma City    | OK | 73132-3533 | 405-720-9220 |
| Joseph Jeffries       | WESTLAKE HARDWARE, INC.             | 32 E 15th St                   | Edmond           | OK | 73013-4301 | 405-341-2442 |
| J Chronister          | ACE HARDWARE OF NOBLE, INC.         | 605 N Main St                  | Noble            | OK | 73068-9328 | 405-872-9050 |
| Philip Kennedy        | COMANCHE LUMBER CO., INC.           | #2 South West C Avenue         | Lawton           | OK | 73501      | 580-357-8630 |
| Jason Blevins         | J & J ASSOCIATES, INC.              | 1621 N Main St                 | Miami            | OK | 74354-2720 | 918-542-2056 |
| Glenn Redeker         | GK ENTERPRISES INC                  | 620 E Gladstone Ave            | Frederick        | OK | 73542-4619 | 580-335-2834 |
| Bill Van Sant         | OKLAHOMA HOME CENTERS INC.          | 512 S Division St              | Guthrie          | OK | 73044-4825 | 405-282-2215 |
| Jerry Blevins         | B & G OF DUNCAN, INC.               | 3209 N Hwy 81                  | Duncan           | OK | 73533      | 580-255-3500 |
| Joseph Jeffries       | WESTLAKE HARDWARE, INC.             | 1101 W Danforth Road           | Edmond           | OK | 73003      | 405-844-4117 |
| Joseph Jeffries       | WESTLAKE HARDWARE, INC.             | 810 N Lynn Riggs Blvd          | Claremore        | OK | 74017-4019 | 918-343-3117 |
| James R Browning      | Elk Supply Company, LLC             | 1407 N Country Club Rd         | Ada              | OK | 74820-1836 | 580-436-3992 |
| James R Browning      | Elk Supply Company, LLC             | 1210 S Main St                 | Elk City         | OK | 73644-6917 | 580-225-0100 |
| James R Browning      | Elk Supply Company, LLC             | 1501 W Gary Blvd               | Clinton          | OK | 73601-3239 | 580-323-0226 |
| James R Browning      | Elk Supply Company, LLC             | 110 N Broadway St              | Sayre            | OK | 73662-2902 | 580-928-3357 |
| James R Browning      | Elk Supply Company, LLC             | 200 E Lincoln St               | Mangum           | OK | 73554-4216 | 580-782-2525 |
| James R Browning      | Elk Supply Company, LLC             | 1118 Oklahoma Ave              | Woodward         | OK | 73801-4664 | 580-256-6181 |
| Joseph Jeffries       | WESTLAKE HARDWARE, INC              | 11801 S Western Ave            | Oklahoma City    | OK | 73170-5833 | 405-691-6995 |
| Jimmy Fox             | FOX BUILDING SUPPLY OF ALTUS, L.L.C | 2401 E Broadway St             | Altus            | OK | 73521-5815 | 580-482-7251 |
| Joseph Jeffries       | WESTLAKE HARDWARE, INC.             | 708 S Aspen Ave                | Broken Arrow     | OK | 74012-4801 | 918-258-1261 |
| Joseph Jeffries       | WESTLAKE HARDWARE, INC.             | 715 S Main St                  | Sapulpa          | OK | 74066-5103 | 918-227-1080 |
| Jim Fox               | LUMBER 2, INC.                      | 7200 S Sooner Rd               | Oklahoma City    | OK | 73135-2608 | 405-741-4400 |
| Jenifer Colvin        | GRAND ESCAPES, LLC.                 | 1659 North Third Street        | Langley          | OK | 74350      | 918-782-4459 |
| Joseph Jeffries       | WESTLAKE HARDWARE, INC.             | 212 N Air Depot Blvd           | Midwest City     | OK | 73110-1702 | 405-732-9222 |
| Philip Kennedy        | SOUTHERN HARDLINES INC              | 2390 Church Ave                | Harrah           | OK | 73045-9780 | 405-454-2163 |
| Philip Kennedy        | SOUTHERN HARDLINES INC              | 2215 W Willow Rd               | Enid             | OK | 73703-2406 | 580-237-3335 |
| Joseph Jeffries       | WESTLAKE HARDWARE, INC.             | 2119 NW 23rd St #A             | Oklahoma City    | OK | 73107-2401 | 405-528-1515 |
| Joseph Jeffries       | WESTLAKE HARDWARE, INC.             | 3948 S Peoria Ave              | Tulsa            | OK | 74105-3131 | 918-712-7376 |
| George B Browning     | Elk Supply Company, LLC             | 2923 8th St                    | Woodward         | OK | 73801-6723 | 580-256-3400 |
| Joseph Jeffries       | WESTLAKE HARDWARE, INC.             | 8929 S Memorial Dr Ste 370     | Tulsa            | OK | 74133-4334 | 918-392-2800 |
| Geroge B Browning     | Elk Supply Company, LLC             | 1340 W Grant Ave               | Pauls Valley     | OK | 73075-1704 | 405-207-9464 |
| James R Browning      | Elk Supply Company, LLC             | 800 E Main                     | Weatherford      | OK | 73096-5640 | 580-772-7781 |
| Tony Brandt           | BRANDT FLEET DISTRIBUTORS INC.      | 1617 S 4th St                  | Chickasha        | OK | 73018-5860 | 405-224-0600 |
| Jeff Potter           | Cornerstone Hardware, Inc.          | 11550 N 129th E                | Owasso           | OK | 74055      | 918-553-6445 |
| Philip Kennedy        | Southern Hardlines, Inc             | 7796 US Highway 277            | Elgin            | OK | 73538-2131 | 580-492-1777 |
| William Van Sant      | Oklahoma Home Centers Inc.          | 5103 S Division St             | Guthrie          | OK | 73044-7078 | 405-260-7625 |

| Owner Name             | Legal Name                          | Street                      | City         | St | Zip Code   | Phone #      |
|------------------------|-------------------------------------|-----------------------------|--------------|----|------------|--------------|
| Deborah Brown          | HAC, Inc.                           | 2410 Chandler Rd            | Muskogee     | OK | 74403-5001 | 918-684-9975 |
| Cody Lee Potter        | C.&C. Potter LLC                    | 310 W Rogers Blvd           | Skiatook     | OK | 74070-1037 | 918-396-1412 |
| David Parr             | Jack's Automotive, LLC              | 1512 S Oklahoma Ave         | Cherokee     | OK | 73728-4513 | 580-596-2438 |
| George B Browning      | Elk Supply Company, LLC             | 1415 N Glenn English St     | Cordell      | OK | 73632-2013 | 580-832-2582 |
| Philip Kennedy         | Southern Hardlines, Inc.            | 16676 US Highway 70         | Lone Grove   | OK | 73443-9707 | 580-657-3264 |
| James R Browning       | Elk Supply Company, LLC             | 1520 N Main St              | Altus        | OK | 73521-2143 | 580-477-1388 |
| Thomas Reagan          | Broken Bow Ace, LLC                 | 204 N Broadway St           | Broken Bow   | OK | 74728-3936 | 580-584-3273 |
| James Ronnie Donaldson | Donaldson Electric, Inc.            | 119 N Broadway St           | Hugo         | OK | 74743-4030 | 580-326-5528 |
| Jeffrey D. Williams    | Williams Foods, Inc.                | 307 W Main St               | Tuttle       | OK | 73089-9061 | 405-381-2361 |
| Philip Kennedy         | Southern Hardlines, Inc.            | 6902 NW Cache Rd            | Lawton       | OK | 73505-2735 | 580-353-6252 |
| Alexander McAfee       | ACE HARDWARE ROUTE 66 EL RENO OK, L | 1631 E US Highway 66        | El Reno      | OK | 73036-5769 | 405-310-0220 |
| Vince Cowett           | Total Renovations Inc.              | 413837 State Highway 3      | Antlers      | OK | 74523-1526 | 580-298-2222 |
| Grady Ollie Jr         | George Ollie's Lumber Company, Inc. | 300 N Broadway St           | Poteau       | OK | 74953-3356 | 918-647-2157 |
| BJ Bellettini          | BMRK Retail LLC                     | 23 N Main St                | Kingston     | OK | 73439-6562 | 580-564-2694 |
| Grady Ollie Jr         | George Ollie's Lumber Company, Inc. | 203 S Pocola Blvd           | Pocola       | OK | 74902-1848 | 918-436-2462 |
| Windol W. Robbins Jr   | Ace of Norman LLC                   | 1209 E Alameda Street       | Norman       | OK | 73071-3006 | 405-701-1110 |
| Jace Mattinson         | Higginbotham Bros. & Co., LLC       | 603 E Independence St       | Shawnee      | OK | 74804-3838 | 405-275-4900 |
| Brandi A. Keith        | JBK3R Investments, LLC              | 601 E Illinois Ave          | Vinita       | OK | 74301-3313 | 918-256-4223 |
| Windol W Robbins Jr    | Ace of Norman LLC                   | 2206 State Highway 74       | Purcell      | OK | 73080-6255 | 405-527-0740 |
| Michael Cochran        | Timber Hardware Supply LTD. CO.     | 721 W 13th St               | Atoka        | OK | 74525-3712 | 580-889-7333 |
| Windol W Robbins Jr    | Ace of Newcastle LLC                | 3009 by Pass Rd             | Newcastle    | OK | 73065-6437 | 405-387-5566 |
| Tracy Roberts          | Stilwell Hardware Inc.              | 209 N 2nd St                | Stilwell     | OK | 74960-2607 | 918-696-2124 |
| Jim Antz               | Harp's Food Stores, Inc.            | 1107 S Main Street Suite B  | Jay          | OK | 74346-3848 | 479-208-8036 |
| Michael Cochran        | Timber Hardware Supply LTD Co.      | 801 E Main St               | Tishomingo   | OK | 73460-2351 | 580-257-2121 |
| Abram Enns             | Okemah Hardware & Supply LLC        | 100 W Broadway St           | Okemah       | OK | 74859-2617 | 918-623-0772 |
| Joseph Jeffries        | Westlake Hardware, Inc.             | 679 W 101st Pl S            | Jenks        | OK | 74037-3501 | 918-417-2022 |
| Windol W Robbins Jr    | Ace of Prague LLC                   | 1005 W Main                 | Prague       | OK | 74864-4502 | 405-567-2233 |
| Faisal Merchant        | Perry Ace Hardware LLC              | 715 Fir St                  | Perry        | OK | 73077-4236 | 580-336-5420 |
| Windol W Robbins Jr    | Ace of Blanchard LLC                | 987 E Veterans Memorial Hwy | Blanchard    | OK | 73010-9225 | 405-292-4721 |
| Brooks Wright          | Ace Hardware Route 66 Mustang OK LL | 11200 SW 29th St            | Yukon        | OK | 73099-7869 | 405-759-4695 |
| Slade Roberson         | Roberson Enterprises, LLC           | 917 W Main St               | Durant       | OK | 74701-5036 | 580-745-5045 |
| Lisa Nakajima          | MILLERS, INC.                       | 3602 Pacific Ave            | Forest Grove | OR | 97116-2133 | 503-357-3164 |
| Dennis G Orem          | JERRY'S BUILDING MATERIALS INC.     | 2600 Highway 99 N           | Eugene       | OR | 97402-9706 | 541-689-7848 |
| Darren Jahn            | MAIN BUILDING SUPPLY, INC.          | 100 Broadway St             | Rogue River  | OR | 97537-9521 | 541-582-0577 |
| Don Porfily            | OCHOCO FEED & FARM SUPPLY           | 210 W Tenth St              | Prineville   | OR | 97754      | 541-447-6244 |
| Daniel Rausch          | SUBURBAN ACE HARDWARE, INC.         | 3470 SW 185th Ave           | Aloha        | OR | 97003-3129 | 503-649-5555 |
| David G Spaeth         | Spaeth Lumber Co., Inc.             | 1585 NW 9th St              | Corvallis    | OR | 97330-4512 | 541-752-1930 |
| Carl Carlson           | CARLSON HARDWARE, INC.              | 111 Stanard Ave             | Brownsville  | OR | 97327      | 541-466-5108 |
| Randall C Smith        | 3GH, INC.                           | 1845 N 1st St               | Hermiston    | OR | 97838-1110 | 541-567-6816 |
| James Mc Culley        | BARRELHEAD SUPPLY, INC.             | 3551 SE Ferryslip Road      | Newport      | OR | 97365-0097 | 541-867-7681 |
| Daryl Soli             | H & D SOLI, INC.                    | 3660 SE 122nd Ave           | Portland     | OR | 97236-3403 | 503-761-2640 |
| Delbert Buell          | DEL-CUR SUPPLY CO-OP                | 14397 Highway 101 S         | Brookings    | OR | 97415-9346 | 541-469-5393 |
| Wayne Dodge            | WSD CORPORATION                     | 1494 NE Stephens St         | Roseburg     | OR | 97470-1562 | 541-673-5127 |
| Jason Fields           | Fields Home Center, Inc             | 5285 Williams Hwy           | Grants Pass  | OR | 97527-8785 | 541-862-2111 |
| Steven J Oliva         | JHSO CORPORATION                    | 406 McClaine St             | Silverton    | OR | 97381-1921 | 503-873-5661 |
| John Nydam             | NYDAM'S HARDWARE, INC.              | 652 W Main St               | John Day     | OR | 97845-1035 | 541-575-0549 |
| Michelle Jacobs        | HOOD RIVER SUPPLY ASSOCIATION       | 3831 Eagle Loop             | Hood River   | OR | 97031-8597 | 541-354-3000 |
| Thomas D Cook          | UPTOWN HARDWARE INC                 | 4430 SE Woodstock Blvd      | Portland     | OR | 97206-6272 | 503-771-6731 |
| William Quitt          | BLACKBIRD SHOPPING CENTER INC.      | 1810 W Main St              | Medford      | OR | 97501-2202 | 541-779-5431 |
| Philip Dale            | PHIL'S HARDWARE, INC.               | 13 SW H St                  | Madras       | OR | 97741-1129 | 541-475-9392 |
| Scott Thatcher         | THATCHERS HARDWARE INC.             | 2200 Resort St              | Baker City   | OR | 97814-2729 | 541-523-3371 |
| Nick Cameron           | CAMERON WALLOWA COUNTY ACE HARDWARE | 101 W North St              | Enterprise   | OR | 97828-1036 | 541-426-3622 |
| Patrick Mc Neff        | KEL-CEE HARDWARE, CORP.             | 1350 Highway 101 S          | Reedsport    | OR | 97467-1604 | 541-271-2741 |
| Dennis G Orem          | JERRY'S BUILDING MATERIALS, INC.    | 2525 Olympic St             | Springfield  | OR | 97477-3467 | 541-736-7000 |
| Thomas D Cook          | UPTOWN HARDWARE, INC.               | 1621 NW Glisan St           | Portland     | OR | 97209-2216 | 503-228-5135 |
| John Milward           | EMMATT, INC.                        | 39181 Pioneer Blvd          | Sandy        | OR | 97055-8014 | 503-668-8731 |
| Gregory Breiseth       | BREI-LINN, INC.                     | 55 S State St               | Lake Oswego  | OR | 97034-3929 | 503-675-9600 |
| Daly Haasch            | HOOD STREET HARDWARE, LLC           | 373 E Hood Ave PO Box #1240 | Sisters      | OR | 97759-1240 | 541-549-8011 |
| Wayne K Kamitaki       | SEATTLE ACE, LLC                    | 15530 SE McLoughlin Blvd    | Milwaukie    | OR | 97267-3852 | 503-653-2223 |
| Loten Hooley           | HOOLEY BUILDING SUPPLY INC          | 2 Main Ave                  | Tillamook    | OR | 97141-2316 | 503-842-4434 |
| Matthew Haddad         | MADRONA HILLS ACE HARDWARE, INC.    | 706 Madrona Ave SE          | Salem        | OR | 97302-2607 | 503-763-6323 |
| Robert Mitchell        | MITCHELL HARDWARE OF OREGON, INC.   | 660 NE 3rd St Ste 1         | Bend         | OR | 97701-4772 | 541-389-9094 |
| Philip Dale            | PHIL'S HARDWARE, INC.               | 1515 NE 3rd St              | Prineville   | OR | 97754-2907 | 541-447-7515 |
| Bryan D Crews          | C & H Management, Inc.              | 1630 N 1st Avenue           | Stayton      | OR | 97383-1215 | 503-769-2923 |
| Scott Thatcher         | THATCHER'S HARDWARE, INC.           | 2212 Island Ave #290        | La Grande    | OR | 97850-3949 | 541-605-0152 |
| Daryl Soli             | H & D SOLI, INC.                    | 29029 SW Town Center        | Wilsonville  | OR | 97070-9475 | 503-427-0486 |
| Philip N Emard         | ASHLAND GENERAL HARDWARE INC        | 249 A Street                | Ashland      | OR | 97520-1905 | 541-482-3476 |
| Robert J Mitchell      | MITCHELL HARDWARE WEST BEND, INC.   | 1538 NW Newport Ave         | Bend         | OR | 97703-1511 | 541-323-3227 |
| Jeremy Mackay          | FRANK VISIONS, INC.                 | 820 Wallace Rd NW           | Salem        | OR | 97304-3112 | 503-363-3669 |
| Winfield F Muffett III | WMSO, LLC                           | 39 S Holladay Dr            | Seaside      | OR | 97138-6716 | 503-738-3053 |
| Robert J Mitchell      | MITCHELL HARDWARE SOUTH BEND INC.   | 61367 S Highway 97          | Bend         | OR | 97702-2105 | 541-323-3484 |
| Jim Long               | LONG BROS. BUILDING SUPPLY, INC.    | 195 Birds Eye Ave           | Woodburn     | OR | 97071-5234 | 503-981-4041 |
| Gregory Mahler         | HOY'S HARDWARE, INC.                | 3041 Main Street            | Sweet Home   | OR | 97386-3057 | 541-367-2221 |
| Michele Jacobs         | HOOD RIVER SUPPLY ASSOCIATION       | 1945 12th St                | Hood River   | OR | 97031-9535 | 541-386-2757 |
| Steven J Oliva         | Hi-School Pharmacy of Oregon, Inc.  | 107 Robbins St              | Molalla      | OR | 97038-8141 | 503-829-2022 |
| Gary Kalsbeek          | GBK Corporation                     | 2273 N Bayshore Dr          | Coos Bay     | OR | 97420-2554 | 541-266-8816 |

| Owner Name              | Legal Name                          | Street                      | City             | St | Zip Code   | Phone #      |
|-------------------------|-------------------------------------|-----------------------------|------------------|----|------------|--------------|
| Daryl Soli              | H & D Soli, Inc.                    | 16345 SE Division           | Portland         | OR | 97236-1929 | 503-477-8829 |
| David Stelzer           | Azure Farms, Inc.                   | 220 Main Street             | Dufur            | OR | 97021      | 541-467-2300 |
| Jack Holt               | Rick's Hi-School Pharmacy, Inc.     | 400 E Columbia River Hwy    | Clatskanie       | OR | 97016-2870 | 503-728-2434 |
| Charles A. Simpson II   | South Coast Hardware Company        | 427 Spruce St               | Myrtle Point     | OR | 97458-1061 | 541-572-2525 |
| Charles A. Simpson II   | South Coast Hardware Company        | 840 Oregon Ave SW           | Bandon           | OR | 97411-9161 | 541-347-2506 |
| Steven J Oliva          | JHSO Corporation                    | 24991 Highway 126           | Veneta           | OR | 97487-9459 | 541-935-2236 |
| Daryl Soli              | H & D Soli, Inc.                    | 14718 SE Sunnyside Rd       | Happy Valley     | OR | 97015-6403 | 503-563-6665 |
| Spencer Noecker         | Broadway Ace Hardware, LLC          | 228 NE Broadway St          | Portland         | OR | 97232-1110 | 971-266-8479 |
| Nathan R. Micklewright  | Economy Supply of Lebanon, Inc.     | 1055 Tangent St             | Lebanon          | OR | 97355-2157 | 541-258-7107 |
| David Doty              | C&K Market, Inc.                    | 126 E Pine St               | Central Point    | OR | 97502-2250 | 541-664-3344 |
| Cary James Claar        | B&I Plumbing & Electric Company     | 120 W 6th Ave               | Junction City    | OR | 97448-1604 | 541-998-2355 |
| Patricia Marshall Cohee | Eagle Point Hardware LLC            | 10840 Hannon Rd             | Eagle Point      | OR | 97524-9577 | 541-830-4960 |
| Patricia Marshall Cohe  | Shady Cove Hardware LLC             | 21103 Highway 62            | Shady Cove       | OR | 97539-9715 | 541-878-4960 |
| Robert J Mitchell       | Mitchell Hardware Sunriver, Inc.    | 56820 Venture Ln            | Sunriver         | OR | 97707-2100 | 541-593-8168 |
| Bryan Crews             | Crews Ace Hardware Inc              | 11267 Grove St SE           | Stayton          | OR | 97383-1678 | 503-859-2257 |
| Roger Horsman           | JER, Inc.                           | 6505 SE Milwaukie Ave       | Portland         | OR | 97202-5519 | 503-231-5355 |
| Tyler Myers             | North Albany Supermarket, LLC       | 621 Hickory St NW           | Albany           | OR | 97321-1754 | 541-926-7016 |
| Jared Sawyer            | Sawyer's Hardware, LLC              | 500 E 3rd St                | The Dalles       | OR | 97058-2504 | 541-296-4814 |
| Daniel L. Henderson     | DC Enterprises LTD                  | 318 N F St                  | Lakeview         | OR | 97630-1412 | 541-947-2210 |
| Daryl Jay Soli          | H & D Soli Inc.                     | 881 NE 25th Ave             | Hillsboro        | OR | 97124-5975 | 503-596-2453 |
| Robert L Leis           | RUL Venture Management Inc          | 2340 N Coast Hwy            | Newport          | OR | 97365-1799 | 541-272-5440 |
| David Doty              | C&K Market, Inc.                    | 401 N 5th St                | Jacksonville     | OR | 97530-9875 | 541-223-5666 |
| Dan Robinette           | Robinette Ventures LLC              | 51615 Huntington Rd         | La Pine          | OR | 97739-9626 | 541-536-2161 |
| John W. Crawford        | Oregon Columbia County Hardware LLC | 33454 SW Chinook Plz #A     | Scappoose        | OR | 97056-3731 | 503-543-0902 |
| John W. Crawford        | Oregon Columbia County Hardware LLC | 155 S Columbia River Hwy    | Saint Helens     | OR | 97051-1647 | 503-366-1363 |
| Scott Thatcher          | Thatcher's Hardware, Inc.           | 125 SW Frazer Ave           | Pendleton        | OR | 97801-2165 | 541-612-7600 |
| Jeremy Chambers         | Sound Hardware, Inc.                | 4910 SE Highway 101         | Lincoln City     | OR | 97367-1413 | 541-996-2131 |
| Jeremy Chambers         | Sound Hardware, Inc.                | 2047 NE 22nd St             | Lincoln City     | OR | 97367-4204 | 541-996-3334 |
| Bryan Crews             | Aumsville Ace Hardware Inc          | 212 Main St                 | Aumsville        | OR | 97325-9018 | 503-507-2540 |
| Randall C. Smith        | 3GH Inc.                            | 202 NW 1st St               | Boardman         | OR | 97818      | 541-616-2400 |
| Jeremy Chambers         | Sound Hardware, Inc.                | 2100 Portland Road          | Newberg          | OR | 97132-1363 | 503-538-5460 |
| William Dress           | MF Ranch & Home, LLC                | 85342 Hwy-11                | Milton-Freewater | OR | 97862      | 000-000-0000 |
| Steven G Davis Jr       | Davis Hardware, LLC                 | 310 SE Main St              | Estacada         | OR | 97023-9006 | 503-630-3769 |
| Jason L. Moon           | Moonrock Shores LLC                 | 340 NE Alsea Hwy            | Waldport         | OR | 97394-9825 | 541-563-3199 |
| Jeremy Mackay           | Frankly Mackay, Inc                 | 3344 Lancaster Dr NE        | Salem            | OR | 97305-1354 | 503-343-9898 |
| Lauren Noecker          | Hyland Ace Hardware, LLC            | 14284 SW Allen Blvd         | Beaverton        | OR | 97005-4405 | 503-268-1616 |
| Lauren Noecker          | STJ Ace Hardware, LLC               | 7825 N Lombard St           | Portland         | OR | 97203-3173 | 503-206-8633 |
| Spencer Noecker         | Canby Square Ace Hardware, LLC      | 1061 SW 1st Ave             | Canby            | OR | 97013-3827 | 503-263-2500 |
| Scott Thatcher          | T & Z Hardware, Inc.                | 460 SW 4th Ave              | Ontario          | OR | 97914-2622 | 541-889-7629 |
| Ryan Dexter             | Rogue Coast Hardware, LLC           | 29733 Ellensburg Ave        | Gold Beach       | OR | 97444      | 541-247-6822 |
| Lauren Noecker          | Corvallis Ace Hardware LLC          | 2445 NW Kings Blvd          | Corvallis        | OR | 97330-3932 | 541-230-7444 |
| Robert J Mitchell       | Mitchell Hardware Garden Homes, Inc | 7225 SW Garden Home Rd      | Portland         | OR | 97223-9521 | 503-477-7777 |
| Robert J Mitchell       | Mitchell Hardware Progress Ridge, I | 14805 SW Barrows Rd-Ste 101 | Beaverton        | OR | 97007-7564 | 503-747-0299 |
| Lauren Noecker          | Milwaukie Ace Hardware, LLC         | 10890 SE Oak St             | Milwaukie        | OR | 97222-6769 | 000-000-0000 |
| William Quitt           | Black Bird Hardware1, Inc.          | 4403 S Pacific Hwy          | Phoenix          | OR | 97535-6600 | 000-000-0000 |
| Robert J Mitchell       | Mitchell Hardware Oregon City Inc.  | 19703 OR-213 Suite 170      | Oregon City      | OR | 97045      | 253-223-9178 |
| Robert J Mitchell       | Mitchell Hardware Tigard, Inc.      | 16200 SW Pacific Hwy        | Tigard           | OR | 97224-4053 | 503-596-2090 |
| Patrick Lemhouse        | Florence Coastal Hardware Company   | 1750 Hwy 126                | Florence         | OR | 97439-2014 | 541-997-8024 |
| Samuel Spotto           | S. L. SPOTTO CO INC                 | 805 W Crawford Ave          | Connellsville    | PA | 15425-2542 | 724-628-8010 |
| Anthony Scicchitano Jr. | SCICCHITANO HARDWARE, INC.          | 27 N Oak St                 | Mount Carmel     | PA | 17851-1421 | 570-339-1453 |
| Patrick Cantelmi        | CANTELM HARDWARE STORE, INC.        | 521-529 E 4th St            | Bethlehem        | PA | 18015-1877 | 610-866-0532 |
| Robert Baker            | UNKEL JOE'S WOODSHED INC.           | 3415 Pleasant Valley Blvd   | Altoona          | PA | 16602-4300 | 814-942-4900 |
| William Strauser        | LUZERNE LUMBER COMPANY INC.         | 445 Main St                 | Luzerne          | PA | 18709-1045 | 570-287-1177 |
| Kenneth Burkholder      | GOOD'S STORE, INC.                  | 1338 Main St                | East Earl        | PA | 17519-9508 | 717-354-4026 |
| Roger Bergman           | BERGMAN HARDWARE, INC.              | 341 N Walnut St             | Blairsville      | PA | 15717-1250 | 724-459-6300 |
| Timothy Williams        | WILLCO INC                          | 200 Mount Pleasant Rd       | West Newton      | PA | 15089-1815 | 724-872-7783 |
| James Duchini           | A. DUCHINI, INC.                    | 2550 Mckinley Ave           | Erie             | PA | 16503-2322 | 814-456-7027 |
| Richard Rockwell        | LAURICH COMPANY, INC.               | 3745 Lincoln Way W          | Chambersburg     | PA | 17201-8664 | 717-369-3195 |
| Kenneth Burkholder      | GOOD'S STORE, INC.                  | 333 W 4th St                | Quarryville      | PA | 17566-1124 | 717-786-9028 |
| Frances A Alam          | ALAM'S HOME & HARDWARE, INC.        | 2300 Hospital Dr            | Aliquippa        | PA | 15001-2120 | 724-378-3888 |
| Dennis M Herr           | E.M. HERR EQUIPMENT, INC.           | 14 Herrville Rd             | Willow Street    | PA | 17584-8910 | 717-464-3321 |
| William. Rothenberger   | BOMBERGER'S STORE, INC.             | 555 Furnace Hills Pike      | Lititz           | PA | 17543-8902 | 717-626-3333 |
| Mario Carosella         | CAROSELLA AND RUSSO ENTERPRISES, IN | 1600 Washington Ave         | Philadelphia     | PA | 19146-3019 | 215-462-0505 |
| Robert Bantly           | BANTLY HARDWARE GROUP, INC.         | 701 Von Lunen Rd            | Johnstown        | PA | 15902-1715 | 814-539-1659 |
| John J. Waslenko        | THORNRIIDGE HARDWARE SUPPLY, INC.   | 8730 New Falls Rd           | Levittown        | PA | 19054-1708 | 215-946-7125 |
| Michael S. Pfautz       | KEY-AID, INC.                       | 1739 W Main St              | Ephrata          | PA | 17522-1101 | 717-738-4241 |
| Sam Schoeppner          | HILSHER'S GENERAL STORE LLP         | 5254 S Susquehanna Trl      | Port Trevorton   | PA | 17864-9340 | 570-374-1550 |
| Roger Stoner            | RICK'S HOME CENTER, INC.            | 800 S Main St               | Red Lion         | PA | 17356-2607 | 717-246-1124 |
| Rhett Saylor            | SALISBURY BUILDERS SUPPLY, INC.     | 9740 Mason Dixon Hwy        | Salisbury        | PA | 15558-2118 | 814-662-2601 |
| James C Weire           | MANCHESTER HARDWARE & AUTO PARTS, I | 4335 N George Street Ext    | Manchester       | PA | 17345-1306 | 717-266-3664 |
| Ashley Spangler SR      | S. HOMECENTER INC.                  | 4072 Carlisle Rd            | Dover            | PA | 17315-3508 | 717-292-6055 |
| Josiah W Helsel V       | J & W HARDWARE, INC.                | 1060 Old Trail Rd           | Etters           | PA | 17319-8931 | 717-938-8063 |
| Kenneth Burkholder      | GOOD'S STORE, INC.                  | 2499 Stiegel Pike           | Schaefferstown   | PA | 17088-7013 | 717-949-2663 |
| Peter Iliff             | STRATHMANN LUMBER COMPANY           | 620 Knowles Ave             | Southampton      | PA | 18966-4102 | 215-499-5199 |
| George Nelson           | C. W. Hardware, LLC                 | 322 Sedgwick St             | Kane             | PA | 16735-1124 | 814-837-8130 |
| John McCullough P       | THRIFT SUPPLY INC. OF NEW KENSINGTO | 850 Falcon Park Rd          | New Kensington   | PA | 15068-3326 | 724-337-1193 |

| Owner Name                | Legal Name                          | Street                    | City              | St | Zip Code   | Phone #      |
|---------------------------|-------------------------------------|---------------------------|-------------------|----|------------|--------------|
| John McCullough P         | THRIFT SUPPLY OF KITTANNING, INC.   | 100 Indiana Ave           | Kittanning        | PA | 16201-1705 | 724-548-2114 |
| Dale Smith                | CYNDALE HARDWARE INC.               | 147 Main Street           | Eldred            | PA | 16731      | 814-225-4242 |
| George Robert Jorgenson   | JOHNSON'S HEATING & SUPPLIES, INC.  | 2231 Mt Pleasant Rd       | Norvelt           | PA | 15674      | 724-423-1200 |
| J Shenk                   | WEAVER'S HARDWARE COMPANY           | 732 Fleetwood Lyons Rd    | Fleetwood         | PA | 19522-9222 | 610-944-7681 |
| Richard Fenstermacher II  | HADESTY HARDWARE CO., INC.          | 2244 W Market St          | Pottsville        | PA | 17901-1804 | 570-628-4300 |
| Arthur Borden             | LEWISBURG BUILDERS SUPPLY CO. INC.  | 160 Hafer Rd              | Lewisburg         | PA | 17837-7407 | 570-523-1248 |
| Diane Sander              | THE SERVICE TEAM, INC.              | 6565 Interchange Rd       | Lehighton         | PA | 18235-5420 | 610-379-6879 |
| Douglas Arnold            | L. ARNOLD & SONS, INC.              | 3025 Freepport Rd         | Natrona Heights   | PA | 15065-1909 | 724-224-4664 |
| Leroy Hallemann           | MADLE'S HARDWARE, INC.              | 3570 Lanark Rd            | Coopersburg       | PA | 18036-9368 | 610-797-0434 |
| Donald Hoff JR            | HARLEYSVILLE HARDWARE, INC.         | 467 Main St               | Harleysville      | PA | 19438-2311 | 215-256-8893 |
| Sidney Allen              | HOSTERMAN & STOVER CO., INC.        | 190 W Main St             | Millheim          | PA | 16854      | 814-349-8321 |
| Christopher Renninger     | RENCO HOME & SPORTS CENTER, INC.    | 2251 Columbia Blvd        | Bloomsburg        | PA | 17815-8871 | 570-784-5577 |
| Stephen Miller            | NAN-TOM, INC.                       | 237 Brownsville Rd        | Pittsburgh        | PA | 15210-2139 | 412-431-8219 |
| Scott Fisher              | FISHER'S TRUE VALUE HARDWARE, INC.  | 5790 Easton Road          | Plumsteadville    | PA | 18949      | 215-766-8220 |
| Robert V Danehower JR.    | TABBY COMPANY INC.                  | 2821 Pa Route 309         | Orefield          | PA | 18069-9512 | 610-395-3233 |
| Cheryl A Ervin            | ROBERT & KAY FRITZ, INC.            | 10944 Perry Hwy           | Meadville         | PA | 16335-6553 | 814-337-4281 |
| William Bracey            | BRACEY'S HARDWARE INC.              | 921 Drinker Tpk           | Covington Townsh  | PA | 18444-7947 | 570-842-7645 |
| David Stetson             | STETSON BROTHERS, INC.              | 10730 W Main Rd           | North East        | PA | 16428-2228 | 814-725-3502 |
| Russell Goudy Jr          | WILLIAM A. KILIAN HARDWARE CO. INC. | 8450 Germantown Ave       | Philadelphia      | PA | 19118-3302 | 215-247-0945 |
| James Burke               | BURKE BROTHERS, INC.                | 1077 Million Dollar Hwy   | Saint Marys       | PA | 15857-2723 | 814-781-1519 |
| Mark Woodruff             | WYALUSING ACE HARDWARE INC.         | 42616 Route 6             | Wyalusing         | PA | 18853-9072 | 570-746-3436 |
| Bruce Snyder              | SNYDER TRUE VALUE HARDWARE STORE, I | 5400 Pennell Rd           | Media             | PA | 19063-6511 | 610-459-0221 |
| Troy Rex                  | ONEIDA LUMBER, INC.                 | 405 Beech St              | Warren            | PA | 16365-1818 | 814-723-8220 |
| Dennis Herr               | E.M. HERR, LLC                      | 1786 F Columbia Ave       | Columbia          | PA | 17512-9508 | 717-684-8515 |
| Eugene Plett              | DUTCH COUNTRY HARDWARE, INC.        | 711 E Lincoln Ave         | Myerstown         | PA | 17067-2220 | 717-866-8882 |
| Gary Hunt                 | TRI-COUNTY ACE HARDWARE, INC.       | 2339 W Front St           | Berwick           | PA | 18603-4107 | 570-752-3815 |
| Paul Costa                | COSTA'S SUPER MARKET INC.           | 623 E Water St            | Smethport         | PA | 16749-1409 | 814-887-5542 |
| Terry Fisher              | FISHER'S TRUE VALUE HARDWARE, INC.  | 652 E Main St             | Lansdale          | PA | 19446-2964 | 215-393-1285 |
| Michael Leonard           | WEST FAIRVIEW TRUE-VALUE HARDWARE,  | 313 S 10th St             | Lemoyne           | PA | 17043-1708 | 717-761-7722 |
| Jay Shenk                 | WEAVER'S HARDWARE COMPANY           | 905 W Postal Rd           | Douglassville     | PA | 19518-1581 | 610-385-4600 |
| Erik Borgh                | ETAB ENTERPRISES, INC.              | 438 Blue Valley Dr        | Bangor            | PA | 18013-1525 | 610-863-2700 |
| Johathan Lehman           | LEHMAN HARDWARE, LLC                | 10781 Allentown Blvd      | Jonestown         | PA | 17038-7800 | 717-865-5060 |
| Robert Gardill            | CAMBRIA HARDWARE & EQUIPMENT COMPAN | 1765 Goucher St           | Johnstown         | PA | 15905-1101 | 814-255-4752 |
| Paul Hoover               | NUTS, BOLTS AND MORE, INC.          | 790 W King St Ste 3       | Littlestown       | PA | 17340-1418 | 717-359-7038 |
| John Luitgaarden          | ALLEGHENY HARDWARE, INC.            | 11910 Perry Hwy           | Wexford           | PA | 15090-8791 | 724-934-4223 |
| Robert Gardill            | ROUTE 22 HARDWARE, INC.             | 926 W High St             | Ebensburg         | PA | 15931-1806 | 814-471-1010 |
| Helene Clair              | ACE WEST, LLC                       | 720 W Strasburg Rd        | West Chester      | PA | 19382-1925 | 610-344-4811 |
| Gregory Gold              | C&G HARDWARE, LLC                   | 4275 Washington Rd        | Canonsburg        | PA | 15317-2363 | 724-941-7970 |
| Grant H Rosenberger       | ACE HARDWARE OF STATE COLLEGE, LLC  | 150 Rolling Ridge Dr      | State College     | PA | 16801-7674 | 814-237-3333 |
| Bill Hornung              | HORNUNG'S FAMILY HOME CENTER, INC.  | 6005 Blue Bird Ave        | Linglestown       | PA | 17112-2386 | 717-545-1222 |
| Lawrie R Drennen JR       | THE OXFORD GRAIN & HAY CO.          | 1150 Pocopson Rd          | West Chester      | PA | 19382-7050 | 610-793-3080 |
| Timothy Bracey Jr         | Pleasant Valley Ace Hardware, LLC   | 1471 Route 209, Suite 102 | Brodheads ville   | PA | 18322      | 570-801-7880 |
| Joseph E Rudderow Iii III | Belt Hardware and Supply. Inc.      | 1051 Trexlertown Rd       | Trexlertown       | PA | 18087-9638 | 610-395-1132 |
| Andrew Siegel             | Fairmount General Store LLC         | 2011 Fairmount Ave        | Philadelphia      | PA | 19130-2601 | 215-765-5829 |
| Norma Mazaika             | North Mountain Hardware Company     | 2203 State Route 118      | Hunlock Creek     | PA | 18621-5018 | 570-477-2988 |
| Craig Werner              | Charles Werner & Company            | 29 S Tulpehocken St       | Pine Grove        | PA | 17963-1110 | 570-345-2561 |
| Eugene D Plett            | Dutch Country Hardware, Inc.        | 5104 Old Route 22         | Hamburg           | PA | 19526-7930 | 610-488-1025 |
| Angie Thompson-Lobb       | Cameron's Hardware and Supply, Inc. | 2195 Baltimore Pike       | Oxford            | PA | 19363-4011 | 610-932-2416 |
| Terry Fisher              | Fisher's True Value Hardware, Inc.  | 650 Welsh Rd              | Huntingdon Valley | PA | 19006-6302 | 267-722-8939 |
| Joseph C. Kephart, Jr.    | The Kephart Hardware Company Inc    | 422 N Centre St           | Philipsburg       | PA | 16866-1510 | 814-342-3080 |
| Mario Carosella           | Carosella and Russo Enterprises, In | 1601 S 49th St            | Philadelphia      | PA | 19143-5833 | 215-462-0505 |
| Robert Cashman            | Cashman's Hardware, Inc.            | 1595 Route 194 N          | East Berlin       | PA | 17316-9514 | 717-259-0922 |
| William Rothenberger      | Bomberger's Annville, Inc           | 1200 E Main St            | Annville          | PA | 17003-1609 | 717-685-7936 |
| Darin Williamson          | H&W Hardware, LLC                   | 37 Main St                | Union City        | PA | 16438      | 814-438-3011 |
| Kenneth W Patton          | Brilhart Sales, Inc.                | 236 S Broadway St         | Scottdale         | PA | 15683-2115 | 724-887-9330 |
| Mary D Waggoner           | Our Place Hardware, LLC             | 260 Greater Butler Mart   | Butler            | PA | 16001-3283 | 724-256-8665 |
| David J Lewis             | Equapoise Enterprises, Inc.         | 274 Keystone Rd           | East Stroudsburg  | PA | 18302-6762 | 570-223-8464 |
| David S. Shapira          | Giant Eagle, Inc.                   | 8901 State Rt 30          | North Huntingdon  | PA | 15642-2704 | 724-864-6833 |
| David S. Shapira          | Giant Eagle, Inc.                   | 41 Towne Center Dr        | Leechburg         | PA | 15656-9420 | 724-845-9298 |
| David S. Shapira          | Giant Eagle, Inc.                   | 1671 Butler Plank Rd      | Glenshaw          | PA | 15116-1744 | 412-492-2730 |
| David S. Shapira          | Giant Eagle, Inc.                   | 8080 McIntyre Square Dr   | Pittsburgh        | PA | 15237-7300 | 412-366-6534 |
| David S. Shapira          | Giant Eagle, Inc.                   | 1451 Scalp Ave            | Johnstown         | PA | 15904-3334 | 814-266-9591 |
| Terry Fisher              | Fisher's True Value Hardware, Inc.  | 1305 W Chester Pike       | Havertown         | PA | 19083-2929 | 610-259-2910 |
| Greta B. Mooney           | RG Building Supply, LLC             | 542 W High St             | Waynesburg        | PA | 15370-7208 | 724-627-3171 |
| Douglas Lee Arndt         | Zimmerman's Hardware & Variety, Inc | 306 Hartman Bridge Rd     | Ronks             | PA | 17572-9513 | 717-687-8695 |
| Ray P. Heiser             | Heiser's True Value Hardware, Inc.  | 715 W Market St           | Orwigsburg        | PA | 17961-1001 | 570-366-2323 |
| Gerald L. Weaver          | Jacob B. Zimmerman and Sons, Inc.   | 880 E Main St             | New Holland       | PA | 17557-1509 | 717-354-4955 |
| Richard McMaster          | Steele's Hardware, Inc.             | 2823 Route 611            | Tannersville      | PA | 18372      | 570-629-3406 |
| Richard McMaster          | Steele's Hardware, Inc.             | 6626 Route 191            | Cresco            | PA | 18326-7998 | 570-595-2501 |
| Jeffrey N. Shaffer        | Jeffrey N. Shaffer                  | 454 State St              | Curwensville      | PA | 16833-1241 | 814-236-0720 |
| Jay Edward Shenk          | Weaver's Hardware Company           | 4610 Penn Ave             | Sinking Spring    | PA | 19608-9674 | 484-878-2570 |
| Richard D. High           | Dutchman's Country Market, Inc.     | 107 Pine Creek Dr         | Gap               | PA | 17527-9494 | 610-593-2400 |
| Steve Deshong             | 10th Street Hardware, Inc.          | 257 S 10th St             | Philadelphia      | PA | 19107-5751 | 215-922-0720 |
| Steve Deshong             | 10th Street Hardware, Inc.          | 153 N 3rd St              | Philadelphia      | PA | 19106-2049 | 267-541-2110 |
| BENJAMIN A STONESIFER     | MOUNT UNION HARDWARE, LLC           | 135 E Shirley St          | Mount Union       | PA | 17066-1625 | 814-542-8612 |
| John McCullough P         | Thrift Hardware, LLC                | 207 Athena Dr             | Delmont           | PA | 15626-1256 | 724-461-4079 |

| Owner Name            | Legal Name                           | Street                           | City              | St | Zip Code   | Phone #      |
|-----------------------|--------------------------------------|----------------------------------|-------------------|----|------------|--------------|
| J Rocco Falcone       | Rocky's Hardware, Inc.               | 1805 Sullivan Trl                | Easton            | PA | 18040-8382 | 610-515-9800 |
| John J. Vinelli       | Ace Hardware & Lumber of Bradford,   | 200 W Washington St              | Bradford          | PA | 16701-1015 | 814-596-0155 |
| Andrew Siegel         | Ace on Girard Limited Liability Comp | 900 W Girard Ave                 | Philadelphia      | PA | 19123-1210 | 215-944-4666 |
| Darin Williamson      | H&W Hardware, LLC                    | 309 Venango Ave                  | Cambridge Springs | PA | 16403-1146 | 814-813-5111 |
| Richard C. Grosh      | Mercersburg Builders Supply Company  | 785 S Washington St              | Greencastle       | PA | 17225-1343 | 717-597-7799 |
| Richard C. Grosh      | Mercersburg Builders Supply Company  | 154 Rutledge Rd                  | Mercersburg       | PA | 17236-1628 | 717-328-2111 |
| Joseph F. Fasula      | Gerrity's Ace LLC                    | 1726 N Keyser Ave                | Scranton          | PA | 18508-1248 | 570-207-5290 |
| Anthony Sanner        | SDC Building Center LLC              | 1123 S Edgewood Ave              | Somerset          | PA | 15501-2601 | 814-445-9608 |
| Douglas A. Stauffer   | CPET Enterprises, LLC                | 224 Old 220 Rd                   | Milesburg         | PA | 16853      | 814-355-5451 |
| David Hedrick         | Hedrick Hardware, LLC                | 1254 W 4th St                    | Williamsport      | PA | 17701-5733 | 570-907-0330 |
| Jerome Oliver         | Ace of Evans City LLC                | 243 E Main St                    | Evans City        | PA | 16033-1220 | 724-432-3545 |
| William G Bracey      | Bracey's Hardware, Inc.              | 3384 Birney Ave                  | Moosic            | PA | 18507-1560 | 570-904-6041 |
| Joseph F Fasula       | Gerrity's Ace LLC                    | 1129 Northern Blvd               | Clarks Summit     | PA | 18411-2221 | 570-586-4882 |
| Catherine M Vinelli   | Ace Hardware & Lumber of Bradford,   | 441 E 3rd St                     | Emporium          | PA | 15834-1546 | 814-601-0890 |
| Stephen Eisel         | Kennett Square Ace Hardware, Inc.    | 350 Scarlett Rd                  | Kennett Square    | PA | 19348-2271 | 610-484-5115 |
| Nathan Carilli        | Carilli Hardware LLC                 | 989 N Eighty Eight Rd            | Rices Landing     | PA | 15357-1204 | 724-719-9475 |
| Phillip David Henry   | Rosser Door Co., Inc.                | 3265 Woodward Ave                | Avis              | PA | 17721-9701 | 570-753-5332 |
| Joseph F Fasula       | Gerrity's Ace LLC                    | 1500 Main St                     | Peckville         | PA | 18452      | 570-483-8050 |
| David S. Shapira      | Giant Eagle, Inc.                    | 111 W Madison St                 | Rochester         | PA | 15074-2220 | 724-775-0551 |
| Joseph F Fasula       | Gerrity's Ace LLC                    | 1900 Memorial Hwy                | Shavertown        | PA | 18708-1490 | 570-572-3100 |
| Craig Werner          | Charles Werner & Company             | 40 N Sillyman St                 | Cressona          | PA | 17929-1122 | 570-385-2046 |
| Grant Rosenberger     | Ace Hardware of Lewistown, PA, LLC   | 202 South Dorcus Ste.            | Lewistown         | PA | 17044-2108 | 717-242-3333 |
| Kevin Salandra        | Salandra Enterprises LLC             | 461 Main St                      | Brockway          | PA | 15824-1337 | 814-299-5506 |
| Michael J. Costello   | Bellmore Home Center, Inc.           | 2670 S Eagle Rd                  | Newtown           | PA | 18940-1585 | 215-860-3888 |
| Joseph F Fasula       | Gerrity's Ace LLC                    | 89 Brooklyn St                   | Carbondale        | PA | 18407-2284 | 570-936-7770 |
| Hastie D Kinter       | Upstreet Ace Hardware LLC            | 631 Philadelphia St              | Indiana           | PA | 15701-3903 | 724-465-4000 |
| Tracy Worley          | Houchens Food Group, Inc.            | 313 N Perry Hwy                  | Mercer            | PA | 16137-5043 | 724-269-7143 |
| Tracy Worley          | Houchens Food Group, Inc.            | 1112 Logan Ave                   | Tyrone            | PA | 16686-1624 | 814-684-2383 |
| Tracy Worley          | Houchens Foods Group, Inc.           | 2 E Main St                      | Brookville        | PA | 15825-1614 | 814-849-7326 |
| Tracy Worley          | Houchens Foods Group, Inc.           | 159 S Baltimore St               | Dillsburg         | PA | 17019-1008 | 717-432-3415 |
| Tracy Worley          | Houchens Food Group, Inc.            | 666 Allegheny River Blvd Ste 100 | Oakmont           | PA | 15139-1535 | 412-517-8936 |
| Tracy Worley          | Houchens Foods Group, Inc.           | 640 Dubois St                    | Dubois            | PA | 15801-1831 | 814-371-5060 |
| Tracy Worley          | Houchens Food Group, Inc.            | 131 E Main St                    | Everett           | PA | 15537-1261 | 814-652-5014 |
| Tracy Worley          | Houchens Foods Group, Inc.           | 86 16th St                       | Duncansville      | PA | 16635-1285 | 814-695-9825 |
| Tracy Worley          | Houchens Foods Group, Inc.           | 816 W Main St                    | Grove City        | PA | 16127-1114 | 724-264-4464 |
| Tracy Worley          | Houchens Food Group, Inc.            | 1079 Greentree Rd                | Pittsburgh        | PA | 15220-3122 | 412-344-0800 |
| Tracy Worley          | Houchens Foods Group, Inc.           | 9485 William Penn Hwy            | Huntingdon        | PA | 16652-7166 | 814-643-2559 |
| William E Aubuchon IV | W. E. AUBUCHON CO., INC.             | 314 W Bridge St                  | New Hope          | PA | 18938-1432 | 215-862-0511 |
| William E Aubuchon IV | W. E. AUBUCHON CO., INC.             | 1726 Dekalb Pike                 | Blue Bell         | PA | 19422-3352 | 484-231-8373 |
| Vincent Grlovich      | Bolted Down Hardware, LLC            | 2830 Gracy Center Way Ste 200    | Coraopolis        | PA | 15108      | 412-998-0033 |
| Kevin Salandra        | Salandra Enterprises of Clarion LLC  | 624 Main St                      | Clarion           | PA | 16214-1108 | 814-297-1110 |
| Tom Witman            | Schmuck Company, Inc.                | 615 York St                      | Gettysburg        | PA | 17325-2012 | 717-673-6616 |
| William E Aubuchon IV | W.E. Aubuchon Co., Inc.              | 1225 W Main St                   | Mount Joy         | PA | 17552-9599 | 717-653-1841 |
| Justin Werner         | Werner Lumber East Hershey, LLC      | 1280 E Chocolate Ave             | Hershey           | PA | 17033-1221 |              |
| William E Aubuchon IV | W.E. Aubuchon Co., Inc               | 161 N Main St                    | Dublin            | PA | 18917-2107 | 445-283-2016 |
| William E Aubuchon IV | W.E. Aubuchon Co., Inc               | 542A Kimberton Rd                | Phoenixville      | PA | 19460-4737 | 610-933-7733 |
| William E Aubuchon IV | W.E. Aubuchon Co., Inc               | 301 N Lewis Rd                   | Royersford        | PA | 19468-1508 | 484-938-5452 |
| William E Aubuchon IV | W.E. Aubuchon Co., Inc               | 482 Pottstown Ave                | Pennsburg         | PA | 18073-1423 | 215-679-7755 |
| Ray P Heiser          | Adams Ace Hardware Inc.              | 570 Nor Bath Blvd                | Northampton       | PA | 18067      | 610-262-4566 |
| Tracy Worley          | Houchens Food Group, Inc.            | 14 Main St                       | Ridgway           | PA | 15853-1714 | 814-773-5055 |
| Richard Calhoun       | Interchange Parts Distributors, Inc  | 648 E Penn St                    | Bedford           | PA | 15522-9765 | 814-623-3900 |
| Thomas E Mcquade      | TRIMM, INC.                          | 105 Franklin St                  | Westerly          | RI | 02891-3149 | 401-596-0302 |
| Frank Nagle           | THE NAGLE GROUP, INC.                | 1 Casino Ter                     | Newport           | RI | 02840-3583 | 401-849-9442 |
| Jose F Amaral         | ROGER'S HARDWARE, INC.               | 159 Broad St                     | Cumberland        | RI | 02864-8328 | 401-725-3723 |
| Jeffrey Salk          | SALK'S HARDWARE & MARINE, INC.       | 2524 W Shore Rd                  | Warwick           | RI | 02889-8148 | 401-739-1027 |
| Glenn Finkelstein     | GE SUPPLY LLC                        | 28 Gooding Ave                   | Bristol           | RI | 02809-2610 | 401-253-8180 |
| Harry Adler           | ADLER BROTHERS INC                   | 173 Wickenden Street             | Providence        | RI | 02903      | 401-421-5157 |
| Jeffrey D Salk        | SALK'S OF NORTH KINGSTOWN, LLC       | 5939 Post Rd                     | North Kingstown   | RI | 02852      | 401-885-2700 |
| Richard Depault       | RDMG, INC.                           | 2000 Mendon Rd Ste 9             | Cumberland        | RI | 02864-3831 | 401-333-9855 |
| Glenn Finkelstein     | GE SUPPLY, LLC                       | 3034 E Main Rd                   | Portsmouth        | RI | 02871-4205 | 401-683-4100 |
| Richard L Osborne     | Wyoming Hardgoods, Inc.              | 1190 Main St                     | Wyoming           | RI | 02898-1074 | 401-539-8988 |
| Rocco J Falcone       | Rocky's Hardware, Inc.               | 633 Putnam Pike                  | Greenville        | RI | 02828-1401 | 401-949-1150 |
| Glenn Finkelstein     | GE Supply, LLC                       | 320 Warwick Ave                  | Warwick           | RI | 02888-1339 | 401-781-5111 |
| Robert Ferraro Jr     | Jerry's Paint & Hardware             | 116 Point Judith Rd              | Narragansett      | RI | 02882-3449 | 401-783-4666 |
| Michelle L. Deschamps | Leeway, Inc.                         | 790 Great Rd                     | North Smithfield  | RI | 02896-6838 | 401-765-2222 |
| Glenn Finkelstein     | GE Supply, LLC                       | 156 County Rd                    | Barrington        | RI | 02806-4513 | 401-245-3661 |
| Samuel SHOLES S.      | Sholes Supply LLC                    | 633 Washington St                | Coventry          | RI | 02816-5479 | 401-822-2212 |
| Jeffrey D Salk        | Salk's of Wakefield, LLC             | 36 Old Tower Hill Rd             | Wakefield         | RI | 02879-3724 | 401-515-3915 |
| Jeffrey Salk          | Salk's of Pawtucket, Inc.            | 727 East Ave                     | Pawtucket         | RI | 02860-6185 | 401-305-2200 |
| Ryan Durfee           | Durfee Hardware Incorporated         | 65 Rolfe Sq                      | Cranston          | RI | 02910-3410 | 401-461-0800 |
| Louis Jordan          | JORDANS ACE HDWE. INC.               | 489 Buffalo-West Spgs Hwy        | Union             | SC | 29379-9602 | 864-427-9077 |
| Frances Swinnie       | SWINNIE SUPPLY COMPANY INC.          | 706 Brooks Rd                    | Andrews           | SC | 29510-4038 | 843-264-5555 |
| Ernest Westbury       | Westbury's Hardware of Harleyville,  | 118 W Main St                    | Harleyville       | SC | 29448-3700 | 843-462-7666 |
| Carl Simpson          | SIMPSON PLAZA HARDWARE, INC.         | 40 W Wesmark Blvd                | Sumter            | SC | 29150-1956 | 803-773-3397 |
| Robert Westmoreland   | ROBERT W. WESTMORELAND               | 1249 E Main St                   | Rock Hill         | SC | 29730-5947 | 803-324-4600 |
| John Royall           | ROYALL HARDWARE, INC.                | 883 Ben Sawyer Blvd              | Mt Pleasant       | SC | 29464-4585 | 843-884-2551 |

| Owner Name                  | Legal Name                          | Street                             | City               | St | Zip Code   | Phone #      |
|-----------------------------|-------------------------------------|------------------------------------|--------------------|----|------------|--------------|
| Benji Westwood              | NEWBERRY HARDWARE INC.              | 2427 Wilson Rd/Bypass 76           | Newberry           | SC | 29108-1644 | 803-276-8206 |
| William D McCleskey         | BOB'S ACE HARDWARE, INC.            | 345 E Columbia Ave                 | Leesville          | SC | 29070-7717 | 803-532-9283 |
| Wayne Mc Bride              | MCBRIDE BUILDING SUPPLIES &         | 557 Hwy 9 Bypass                   | Lancaster          | SC | 29720      | 803-285-9436 |
| Scott T. Ziemke             | THE BREVARD CORPORATION             | 914 W Dekalb St                    | Camden             | SC | 29021      | 803-432-4219 |
| John Hutto                  | HUTTO ACE HARDWARE L.L.C.           | 5726 Memorial Blvd                 | Saint George       | SC | 29477-2151 | 843-563-4012 |
| Daniel Smith                | WINDY HILL HARDWARE                 | 3702 Highway 17 S                  | North Myrtle Beach | SC | 29582-5066 | 843-272-6924 |
| Kenneth Johnson             | AYNOR BUILDING SUPPLY, INC.         | 737 Elm St                         | Aynor              | SC | 29511      | 843-358-6271 |
| Buddy W Hiers Jr.           | Brunson Building Supply, LLC        | 616 Railroad Ave W                 | Hampton            | SC | 29924-2156 | 803-943-2725 |
| Jared Smith                 | JARED'S, INC.                       | 576 Sumter Hwy                     | Bishopville        | SC | 29010-7600 | 803-484-5716 |
| Eldon C Henderson           | HENDERSON SUPPLY COMPANY, INC.      | 935 S 4th St                       | Hartsville         | SC | 29550-5776 | 843-383-5131 |
| Randy Hinson                | HINSON AND FOWLER HARDWARE, INC.    | 312 S Main St                      | Mullins            | SC | 29574-3112 | 843-464-0571 |
| Scott T Ziemke              | THE BREVARD CORPORATION             | 886 Highway 1 S                    | Lugoff             | SC | 29078-9345 | 803-438-1007 |
| Carl Simpson                | SIMPSON MANNING HARDWARE, INC.      | 110 N Brooks St                    | Manning            | SC | 29102-3208 | 803-435-2651 |
| Joe Freeman                 | DUNCAN'S INC.                       | 1506 Augusta St                    | Greenville         | SC | 29605-2922 | 864-233-6851 |
| Gary V Thrift               | THRIFT GROUP INC.                   | 1645 Sandifer Blvd                 | Seneca             | SC | 29678-0906 | 864-882-2100 |
| Gary V Thrift               | THRIFT GROUP INC.                   | 1301 Tiger Blvd                    | Clemson            | SC | 29631-1118 | 864-654-6950 |
| Gary V Thrift               | THRIFT GROUP INC.                   | 160 Scenic Plaza Dr                | West Union         | SC | 29696-2536 | 864-638-2358 |
| Gary V Thrift               | THRIFT GROUP, INC.                  | 440 Ann St                         | Pickens            | SC | 29671-2243 | 864-878-0370 |
| Carl Simpson III            | SIMPSON LIBERTY HARDWARE, INC       | 320 W Liberty St                   | Sumter             | SC | 29150-5140 | 803-773-9381 |
| Richard Breeland            | HORSE AND GARDEN, INC               | 9641 Garners Ferry Rd              | Hopkins            | SC | 29061-9202 | 803-776-2858 |
| Charles Patton              | PATTC, Inc.                         | 602 E Buford St                    | Gaffney            | SC | 29340-3844 | 864-488-1506 |
| Chris O'Brien               | CLASSIC ACE HARDWARE, INC.          | 1622 Woodruff Rd                   | Greenville         | SC | 29607-5929 | 864-234-0022 |
| Robert Robertson            | ROBERTSON SUPPLY CO., INC.          | 340 Hillcrest Dr                   | Laurens            | SC | 29360-2344 | 864-984-2280 |
| Allison Tyler Jr            | TYLER BROTHERS, LLC                 | 116 Railroad Ave East              | Wagener            | SC | 29164      | 803-564-3174 |
| Ernest Westbury             | WESTBURY'S HARDWARE OF WALTERBORO,  | 1050 Bells Hwy                     | Walterboro         | SC | 29488-2508 | 843-539-3333 |
| James M Simpson Sr          | WILLIAMSTON HOME CENTER, INC.       | 105 N Hamilton St                  | Williamston        | SC | 29697-1537 | 864-847-9669 |
| Chris O'Brien               | CLASSIC ACE HARDWARE OF GREER, INC. | 2110 Old Spartanburg Rd            | Greer              | SC | 29650-2763 | 864-244-1111 |
| Gary V Thrift               | THRIFT GROUP INC.                   | 11032 Anderson Rd                  | Piedmont           | SC | 29673-8203 | 864-269-0745 |
| Lisa Stroup                 | H & S HARDWARE, INC.                | 10409 Greenville Hwy               | Wellford           | SC | 29385-9532 | 864-439-3485 |
| Kevin Helmy                 | P & H COMPANY, INC.                 | 650 Railroad Ave                   | Elloree            | SC | 29047      | 803-897-2442 |
| Frank Boulineau             | BOULINEAU'S, INC.                   | 212 Sea Mountain Highway           | North Myrtle Beach | SC | 29582-2442 | 843-663-6920 |
| Carl M Simpson III          | SIMPSON PINEWOOD HARDWARE, LLC      | 350 Pinewood Rd                    | Sumter             | SC | 29150-5444 | 803-774-2275 |
| Annette C Whitley           | LAKELANDS HARDWARE & OUTDOORS, INC. | 2572 Highway 72 221 E              | Greenwood          | SC | 29649-9731 | 864-889-9000 |
| Rhett Edward Tompkins       | Rhett Tompkins Holdings, Inc.       | 205 W Main St                      | Dillon             | SC | 29536-3348 | 843-774-4952 |
| Stephen Abercrombie         | Coastal Carolina Trailers of        | 9746 Speedway Blvd                 | Hardeeville        | SC | 29927-7426 | 843-338-6775 |
| James M Simpson Sr          | Williamston Home Center, Inc.       | 6 Maryland Ave                     | Honea Path         | SC | 29654-1608 | 864-369-5669 |
| Eric E Boland               | Boland's True Value Hardware, Inc.  | 745 Chapin Rd                      | Chapin             | SC | 29036-9208 | 803-345-1336 |
| Robert Heuser II            | Heuser Enterprises, Incorporated    | 29 Innovation Dr                   | Bluffton           | SC | 29910-5159 | 843-836-9999 |
| Jared M Smith IV            | Crossroads Outdoors Inc             | 244 N Main St                      | Bishopville        | SC | 29010-1416 | 803-483-3000 |
| Bill Knupp                  | Landscapers Supply, Inc.            | 1620 N Pleasantburg Dr             | Greenville         | SC | 29609-4020 | 864-322-6900 |
| Robert D Redfearn           | Edisto Ace Hardware Inc.            | 487 Highway 174                    | Edisto Island      | SC | 29438-6859 | 843-869-9009 |
| Ron Burke                   | Ace Hardware of Hilton Head, LLC    | 3 Northridge Dr                    | Hilton Head Island | SC | 29926-3764 | 843-681-5777 |
| Donna M Wood                | Summerville Mercantile, LLC         | 713 Old Trolley Rd                 | Summerville        | SC | 29485-5203 | 843-875-7234 |
| Conrad Stover               | Sanders Supply Company, Inc.        | 2660 Main Hwy                      | Bamberg            | SC | 29003-1194 | 803-245-4386 |
| Gary V Thrift               | Thrift Group, Inc.                  | 305 W Main St                      | Liberty            | SC | 29657-1021 | 864-843-4929 |
| Christopher Michael O'Brien | Classic Ace Hardware of Mauldin, In | 114 W Butler Rd                    | Mauldin            | SC | 29662-2583 | 864-234-8700 |
| Tom Robertson               | Robertson Supply Co., Inc.          | 578 N Main St                      | Woodruff           | SC | 29388-1550 | 864-476-5580 |
| Claude Bowers               | South East Ace, Inc.                | 815 State St                       | Cayce              | SC | 29033-4313 | 803-391-4223 |
| Claude Bowers               | South East Ace, Inc.                | 2085 N Beltline Blvd               | Columbia           | SC | 29204-3975 | 803-569-4223 |
| Kevin Wagner                | Clements Ferry Hardware LLC         | 1008 Clements Crest Lane Suite 140 | Charleston         | SC | 29492      | 843-867-6020 |
| Bryan Kirit                 | Luk-Nor-LLC                         | 4860 Dick Pond Rd                  | Myrtle Beach       | SC | 29588-6811 | 843-293-7555 |
| Robert S. Osteen            | Elk River 25 LLC                    | 725 Cherry Rd                      | Rock Hill          | SC | 29732-3150 | 803-328-0882 |
| JPB-HHC Investors, LLC      | The Helpful Hardware Company, LLC   | 2930 Emanuel Church Rd             | West Columbia      | SC | 29170-3010 | 803-957-4991 |
| Claude Bowers               | Johns Island Ace, LLC               | 3714 Betsy Kerrison Pkwy           | Johns Island       | SC | 29455-7128 | 843-737-9016 |
| Robert Heuser II            | Heuser Enterprises, Incorporated    | 259 Copper Plate Rd                | Hardeeville        | SC | 29927      | 843-836-9999 |
| Bill Knupp                  | Landscapers Supply, Inc.            | 2170 Highway 101 S                 | Greer              | SC | 29651-7208 | 864-877-1047 |
| Robert Lance Robertson      | Robertson Supply Co., Inc.          | 107 Jacobs Hwy                     | Clinton            | SC | 29325-7282 | 864-808-4111 |
| Darin Workman               | The Helpful Hardware Company, LLC   | 925 Red Bank Rd                    | Goose Creek        | SC | 29445-4579 | 843-572-1975 |
| Chris O'Brien               | Classic Ace Hdwe of Boiling Springs | 8915 Valley Falls Rd               | Boiling Springs    | SC | 29316      | 864-754-4199 |
| Bryan Kirit                 | Luk-Nor LLC                         | 2148 Oakheart Rd                   | Myrtle Beach       | SC | 29579-1253 | 843-236-7555 |
| R. Lance Robertson          | Robertson Supply Co, Inc.           | 401 S Alabama Ave                  | Chesnee            | SC | 29323-1507 | 864-461-3380 |
| Gregg M Brunson             | Port Royal Hardware LLC             | 1347 Ribaut Rd                     | Port Royal         | SC | 29935-1160 | 843-379-7770 |
| Scott B Willis              | Lowcountry Ace Hardware, LLC        | 1411 Folly Rd Suite 200            | Charleston         | SC | 29412-9695 | 839-204-1011 |
| Robert Heuser Sr            | Heuser Hardware, LLC                | 8317 Ocean Hwy                     | Pawleys Island     | SC | 29585-8438 | 843-235-3555 |
| Faris S. Connor             | Big House Hardware Company          | 302 Augusta Rd                     | Edgefield          | SC | 29824-1408 | 803-336-1902 |
| Josh Ramseur                | J&J Home and Hardware, LLC          | 147 Fernwood Dr                    | Spartanburg        | SC | 29307-2236 | 864-582-8650 |
| Christopher O'Brien         | Classic Ace Hardware of Reidville R | 5857 Reidville Rd                  | Moore              | SC | 29369-8409 | 864-633-0077 |
| Bill Knupp                  | Landscapers Supply, Inc.            | 6420 Calhoun Memorial Hwy          | Easley             | SC | 29640-3676 | 864-859-4230 |
| Gregory J Paul              | Carolina Ace TR, Inc.               | 6520 State Park Rd                 | Travelers Rest     | SC | 29690-1694 | 864-610-0224 |
| Darin Workman               | The Helpful Hardware Company, LLC   | 8516 Old State Rd                  | Holly Hill         | SC | 29059-8379 | 803-496-3534 |
| Carl M Simpson III          | Simpson Lake City Hardware, Inc     | 222 N Church St                    | Lake City          | SC | 29560-2134 | 803-773-3397 |
| Darin Workman               | The Helpful Hardware Company, LLC   | 548 College Park Rd                | Ladson             | SC | 29456-3328 | 843-572-1223 |
| Preston Bullock             | Summit Hardware Group of SC LLC     | 809 W Greenwood St                 | Abbeville          | SC | 29620-2552 | 706-872-6647 |
| Bill Knupp                  | Landscapers Supply, Inc.            | 932 Fairview Rd                    | Simpsonville       | SC | 29680-7119 | 864-757-8312 |
| Greg McCoy                  | McCoy Hardware of Lexington LLC     | 2028 Augusta Hwy.                  | Lexington          | SC | 29072-2255 | 803-808-0207 |
| Bryan Kirit                 | Kirit-Corporation LLC               | 6908 N Kings Hwy                   | Myrtle Beach       | SC | 29572      | 843-232-7727 |

| Owner Name           | Legal Name                           | Street                         | City           | St | Zip Code   | Phone #      |
|----------------------|--------------------------------------|--------------------------------|----------------|----|------------|--------------|
| Ryan Carroll         | Carroll's Ace Hardware               | 1785 Gold Hill Rd              | Fort Mill      | SC | 29708-9227 | 803-548-2244 |
| Gary V Thrift        | Thrift Group, Inc                    | 15740 N Highway 11 Building #4 | Salem          | SC | 29676-3262 | 000-000-0000 |
| J Thomas Glenn       | Elder's Ace Hardware of Florence, L  | 155 S Cashua Dr                | Florence       | SC | 29501-4001 | 843-669-6393 |
| Chris O'Brien        | Greer Ace Hardware, LLC              | 1100 W Wade Hampton Blvd       | Greer          | SC | 29650-1240 | 000-000-0000 |
| Thomas J Glen        | Elder's Ace Hardware, LLC            | 128 E Shockley Ferry Rd        | Anderson       | SC | 29624-3730 | 864-225-1406 |
| Thomas J Glen        | Elder's Ace Hardware of Lake Hartwel | 4433 Highway 24                | Anderson       | SC | 29626-5216 | 864-225-2255 |
| Thomas J Glen        | Elder's Ace Hardware, 81, LLC        | 2903 N Main St                 | Anderson       | SC | 29621-2760 | 864-225-1600 |
| Kevin R Nyberg       | NYBERG'S ACE HARDWARE INC.           | 330 W 41st St                  | Sioux Falls    | SD | 57105-6425 | 605-336-6474 |
| Angel Nemec          | ERNIE'S BUILDING CENTER LLC          | 307 Main St                    | Midland        | SD | 57552      | 605-843-2871 |
| Kevin R Nyberg       | NYBERG'S ACE HARDWARE, INC           | 2500 W 12th St                 | Sioux Falls    | SD | 57104-3815 | 605-336-6507 |
| Aaron Cohn           | MISSION SHOPPING CENTER, INC.        | 185 S Main Street              | Mission        | SD | 57555      | 605-856-4441 |
| Bryan Miller         | MILCO INC.                           | 106 N Main St                  | Viborg         | SD | 57070-2102 | 605-766-5097 |
| Ronald Beck          | BECK HARDWARE, INC.                  | 900 21st St SW                 | Huron          | SD | 57350-3400 | 605-352-2378 |
| Kevin R Nyberg       | NYBERG'S ACE HARDWARE, INC.          | 607 S Sycamore Ave             | Sioux Falls    | SD | 57110-2770 | 605-338-4223 |
| Bob Kitta            | Mead Holding Company, Inc.           | 320 West Blvd                  | Rapid City     | SD | 57701-2671 | 605-342-4840 |
| Bob Kitta            | Mead Holding Company, Inc.           | 2905 4th Ave                   | Spearfish      | SD | 57783-3299 | 605-642-8836 |
| Bob Kitta            | Mead Holding Company, Inc.           | 1724 W Main St                 | Rapid City     | SD | 57702-2565 | 605-342-5678 |
| Bob Kitta            | Mead Holding Company, Inc.           | 1602 E Saint Patrick St        | Rapid City     | SD | 57703-4138 | 605-343-9797 |
| Bob Kitta            | Mead Holding Company, Inc.           | 2211 E Highway 44              | Rapid City     | SD | 57703-2225 | 605-343-4900 |
| Gregg Peters         | JONES' ACE HARDWARE OF MADISON INC.  | 800 Washington Ave South       | Madison        | SD | 57042-3520 | 605-256-3981 |
| Kevin R Nyberg       | NYBERG'S ACE HARDWARE, INC.          | 7210 W 41st St                 | Sioux Falls    | SD | 57106-6038 | 605-362-4223 |
| Leo Kopetsky         | KOPETSKY ENTERPRISES, INC.           | 2404 Broadway Ave              | Yankton        | SD | 57078-1306 | 605-260-2813 |
| Bradford W. Bednar   | Slagels, Inc.                        | 207 S Chicago St               | Hot Springs    | SD | 57747-2321 | 605-745-5173 |
| Jon Johnson          | TYNDALL ACE HARDWARE, LLC            | 802 Main St                    | Tyndall        | SD | 57066-2196 | 605-589-4700 |
| John Niederauer      | J.W. NIEDERAUER, INC.                | 1108 N Hwy 77                  | Dell Rapids    | SD | 57022      | 605-428-5959 |
| John Niederauer      | J.W. NIEDERAUER, INC.                | 701 N Heritage Pkwy            | Tea            | SD | 57064      | 605-213-2000 |
| Jeffrey L Olson      | JH HARDWARE, INC.                    | 305 NW 13th St                 | Beresford      | SD | 57004-1511 | 605-763-2617 |
| John Niederauer      | J.W. Niederauer, Inc.                | 304 S Splitrock Blvd           | Brandon        | SD | 57005-1652 | 605-582-6383 |
| Darwin & Lisa Haerer | DHD CONSTRUCTION, INC.               | 109 South Boulevard            | Wall           | SD | 57790      | 605-279-2158 |
| Gregg M Peters       | JONES' ACE HARDWARE OF VERMILLION,   | 812 Cottage Ave                | Vermillion     | SD | 57069-1122 | 605-624-3195 |
| Adam Hayes           | Mobridge Hardware LLC                | 205 W Grand Xing               | Mobridge       | SD | 57601-2538 | 605-845-3498 |
| William L. Bregar    | Twin City Ace Hardware, LLC          | 145 Glendale Dr                | Lead           | SD | 57754-1567 | 605-559-1110 |
| Brian A Bonebright   | BDB Investment Enterprises, LLC      | 225 N Broadway Ave             | Miller         | SD | 57362-1340 | 605-853-3304 |
| Brian A Bonebright   | BDB Investment Enterprises, LLC      | 614 W 3rd St                   | Redfield       | SD | 57469-1042 | 605-472-1131 |
| John Niederauer      | J.W. Niederauer, Inc.                | 511 N Pine Street              | Lennox         | SD | 57039      | 605-744-0117 |
| Barry Uecker         | Uecker Supermarket, Inc.             | 609 S US Highway 81            | Freeman        | SD | 57029-2000 | 605-925-4781 |
| Kevin R Nyberg       | Nyberg's Ace Hardware, Inc.          | 200 E 12th St                  | Sioux Falls    | SD | 57104-6912 | 605-271-6085 |
| Gregg M. Peters      | Elk Point Hardware Store, Inc.       | 609 W Main St                  | Elk Point      | SD | 57025-2295 | 605-356-3311 |
| Jeffery R. Doom      | Wagner Building Supply Co., Inc.     | 39379 SD Highway 46            | Wagner         | SD | 57380-7128 | 605-384-3654 |
| John W. Niederauer   | J.W. Niederauer, Inc.                | 200 Willow Street West         | Harrisburg     | SD | 57032      | 605-213-0600 |
| William L. Bregar    | HNH Enterprises Inc.                 | 1135 Mount Rushmore Rd         | Custer         | SD | 57730-1726 | 605-673-2227 |
| William L. Bregar    | Sturgis Hardware, LLC                | 2222 Junction Ave              | Sturgis        | SD | 57785-2517 | 605-347-4031 |
| William L. Bregar    | Chamberlain Ace Hardware, LLC        | 1951 E King Avenue             | Chamberlain    | SD | 57325      | 605-234-1066 |
| Alfredo Gardduno     | A & S Hardware, Inc.                 | 20 W Highway 12                | Webster        | SD | 57274-1055 | 605-345-3821 |
| Gregg Peters         | Jones' Food Center of Parker, LTD.   | 1105 E 6th St                  | Parker         | SD | 57053-2174 | 605-789-3031 |
| John Niederauer      | J.W. Niederauer, Inc.                | 701 S Western Avenue           | Hartford       | SD | 57033      | 605-528-3300 |
| William Bregar       | Box Elder Hardware, LLC              | 540 N Ellsworth Rd             | Box Elder      | SD | 57719-2015 | 605-791-0898 |
| R.F. Buche           | G.F. Buche Company                   | 301 E Highway 18               | Martin         | SD | 57551      | 605-685-6730 |
| R.F. Buche           | G. F. Buche Company                  | 2211 SD Highway 10             | Sisseton       | SD | 57262-2507 | 605-698-2200 |
| R.F. Buche           | G. F. Buche Company                  | 560 S 1st St                   | Pine Ridge     | SD | 57770      | 605-867-5183 |
| Jeff Olson           | Volga Hardware, LLC                  | 114 E Hwy 14                   | Volga          | SD | 57071      | 605-827-2020 |
| Alfredo Garduno      | Clark Hardware, Inc.                 | 123 N Commercial St            | Clark          | SD | 57225-1523 | 605-532-5882 |
| Kevin R. Nyberg      | Nyberg's Ace Hardware, Inc.          | 702 9th Ave SE                 | Watertown      | SD | 57201-5222 | 605-878-0187 |
| Rf Buche             | G.F. Buche Company                   | 1140 E 5th St                  | Winner         | SD | 57580-2149 | 605-842-1140 |
| Mitchell Elfstrand   | Elfstrand's, Inc.                    | 1420 Commerce Street           | Mitchell       | SD | 57301      | 605-550-2002 |
| Tyler Fischer        | Gettysburg Ace hardware, Inc.        | 30960 US Highway 212           | Gettysburg     | SD | 57442-8709 | 605-765-9400 |
| Daniel J Soller      | L O F Inc.                           | 701 Spruce Street              | Alexandria     | SD | 57311      | 605-239-4444 |
| Thomas Cole Guthrie  | RICHLAND HARDWARE COMPANY, INC.      | 6401 Charlotte Pike            | Nashville      | TN | 37209-2901 | 615-356-0560 |
| J Thomas Glenn       | ACE HARDWARE OF CHATTANOOGA INC.     | 4921 Highway 58                | Chattanooga    | TN | 37416-1845 | 423-894-4633 |
| Js Jerrolds          | JERROLD'S HARDWARE CO., INC.         | 960 Wayne Rd                   | Savannah       | TN | 38372-1981 | 731-925-2662 |
| J Thomas Glenn       | ACE HARDWARE OF DALLAS BAY INC.      | 8531 Hixson Pike               | Hixson         | TN | 37343-1559 | 423-842-0197 |
| J Thomas Glenn       | ACE HARDWARE OF BRAINERD, INC.       | 5906 Lee Hwy                   | Chattanooga    | TN | 37421-3509 | 423-899-9698 |
| J Thomas Glenn       | ACE HARDWARE OF DAYTON BLVD., INC.   | 1870 Dayton Blvd               | Chattanooga    | TN | 37405-2018 | 423-877-9006 |
| Edward Coker         | TRI-COUNTY HARDWARE, INC.            | 1110 E Tri County Blvd         | Oliver Springs | TN | 37840-6205 | 865-435-7707 |
| J Thomas Glenn       | ACE HARDWARE OF EAST RIDGE, INC.     | 3502 Ringgold Rd               | Chattanooga    | TN | 37412-1208 | 423-698-7511 |
| J Thomas Glenn       | ACE HARDWARE OF CLEVELAND, INC.      | 3400 Keith St NW               | Cleveland      | TN | 37312      | 423-478-2544 |
| Dinah Corley         | DINAH L. CORLEY                      | 2039 Us Highway 45 Byp S       | Trenton        | TN | 38382-2940 | 731-855-2991 |
| Daniel Reigle        | MIDWAY SUPPLY CO. INC.               | 121 Cumberland St              | Ashland City   | TN | 37015-1233 | 615-792-5156 |
| J Williams           | WILLIAMS PLUMBING AND ELECTRIC CO.   | 52 1st St                      | Lexington      | TN | 38351-2147 | 731-968-3501 |
| J Thomas Glenn       | ACE HARDWARE OF OOLTEWAH, INC.       | 9231 Lee Hwy                   | Ooltewah       | TN | 37363-8785 | 423-238-6061 |
| Cynthia M Dawson     | CYNTHIA M DAWSON                     | 2010 Highway 47 N              | White Bluff    | TN | 37187-4100 | 615-797-4100 |
| Darrell Snapp        | AFFORDABLE ACE HARDWARE, INC.        | 2603 Maynardville Hwy          | Maynardville   | TN | 37807-3029 | 865-992-5867 |
| Phillip Bradley      | B & C Hardware, Inc.                 | 124 Pewitt Dr                  | Brentwood      | TN | 37027-5208 | 615-373-1760 |
| Gene Wade            | WADE'S FOOD CENTER INC.              | 353 Able Street                | Decatur        | TN | 37322      | 423-334-5756 |
| Elizabeth Latham     | TRENTHAMS, INCORPORATED              | 1025 E Parkway                 | Gatlinburg     | TN | 37738-5057 | 865-436-5173 |
| Drewy Keener         | KEENER COMPANY                       | 307 1st Ave                    | Mt Pleasant    | TN | 38474-1205 | 931-379-7730 |

| Owner Name              | Legal Name                           | Street                       | City              | St | Zip Code   | Phone #      |
|-------------------------|--------------------------------------|------------------------------|-------------------|----|------------|--------------|
| B Parr                  | GENERAL SUPPLY CORP.                 | 104 N 2nd St                 | Pulaski           | TN | 38478-3217 | 931-363-8950 |
| J Thomas Glenn          | ACE HARDWARE OF WALDEN INC.          | 2000 Taft Hwy                | Signal Mountain   | TN | 37377-3367 | 423-517-0177 |
| Scott Crowe             | THE SCOTT GROUP, INCORPORATED        | 213 S High St                | Waynesboro        | TN | 38485-2606 | 931-201-4013 |
| Joe D White             | FRED'S OF PARSONS, INC               | 413 Tennessee Ave N          | Parsons           | TN | 38363-2622 | 731-847-4030 |
| Eldon Schmidt           | ELDON SCHMIDT                        | 945 State Route 49 Jnct147   | Tennessee Ridge   | TN | 37178-5026 | 931-721-2500 |
| J Thomas Glenn          | ACE HARDWARE OF EAST BRAINERD, INC.  | 8164 E Brainerd Rd           | Chattanooga       | TN | 37421-4301 | 423-892-0112 |
| John Walker             | AgCentral Farmers Cooperative        | 2084 W Lee Hwy               | Loudon            | TN | 37774-4842 | 865-458-2057 |
| J Thomas Glenn          | ACE HARDWARE OF DIXIE LEE JUNCTION   | 19670 Highway 11 E           | Lenoir City       | TN | 37772-5452 | 865-988-5285 |
| Frank N Shope           | HART HARDWARE CO. INC                | 8203 Highway 100             | Nashville         | TN | 37221-4167 | 615-662-6767 |
| James Hendrixson        | JAMES D. HENDRIXSON                  | 702 S Congress Blvd          | Smithville        | TN | 37166-2018 | 615-597-4154 |
| Joseph Morris           | ACE HARDWARE OF EAST TENNESSEE, INC  | 1023 W Main St               | Greeneville       | TN | 37743-4615 | 423-639-6223 |
| Frank N Shope           | HART HARDWARE CO INC.                | 5304 Harding Pike            | Nashville         | TN | 37205-2806 | 615-352-5252 |
| J Thomas Glenn          | ACE HARDWARE OF HALLS, LLC.          | 6950 Maynardville Pike       | Knoxville         | TN | 37918-5320 | 865-925-4575 |
| Gary Conner             | GARY D. CONNER                       | 9688 Highway 46              | Bon Aqua          | TN | 37025-2774 | 931-670-9926 |
| J Thomas Glenn          | ACE HARDWARE OF BEARDEN, LLC.        | 150 N Forest Park Blvd       | Knoxville         | TN | 37919-5106 | 865-588-9633 |
| Thomas Cole Guthrie     | GOODLETTSVILLE HARDWARE CO., INC.    | 110 Rivergate Pkwy           | Goodlettsville    | TN | 37072-2043 | 615-859-6528 |
| Tom Glenn               | ACE HARDWARE OF SOUTHSIDE, LLC       | 2700 Broad St                | Chattanooga       | TN | 37408-3070 | 423-265-8271 |
| John Walker             | AgCentral Farmers Cooperative        | 776 New Highway 68           | Sweetwater        | TN | 37874-1907 | 423-337-3551 |
| James Kisner Jr         | TENNESSEE HARDWARE AND FARM SUPPLY   | 441 East Broadway            | Gallatin          | TN | 37066-2322 | 615-452-9309 |
| John Walker             | AgCentral Farmers Cooperative        | 920 Congress Pkwy N          | Athens            | TN | 37303-1706 | 423-745-0443 |
| John Walker             | AgCentral Farmers Cooperative        | 1514 W Broadway Avenue       | Maryville         | TN | 37801-5650 | 865-982-2761 |
| Ralph Peperone          | K C Holdings Inc.                    | 7860 Hwy 64                  | Oakland           | TN | 38060-6030 | 901-466-0316 |
| Edward E Coker          | TRI-COUNTY HARDWARE, INC.            | 929 N Charles G Seivers Blvd | Clinton           | TN | 37716-3880 | 865-457-1478 |
| Jackie Duncan           | Jackie Duncan and Sherry Duncan, Pa  | 1220 Squirrel Hollow Dr      | Linden            | TN | 37096-6477 | 931-589-2155 |
| Sherman J Campbell      | CAMPBELL & MILLER, LLC               | 116 E Central Ave            | La Follette       | TN | 37766-3614 | 423-562-7738 |
| John Walker             | AgCentral Farmers Cooperative        | 4065 Highway 95 S            | Greenback         | TN | 37742-4240 | 865-856-3002 |
| Robert Blake White      | White's Ace Hardware, Inc.           | 3315 N Highland Ave          | Jackson           | TN | 38305-3487 | 731-300-3222 |
| Deryl Campbell          | Hawkins Farmers Cooperative          | 240 Burem Rd                 | Rogersville       | TN | 37857-7901 | 423-272-2611 |
| Charlie Ray Smith Jr    | C & P Hardware Inc.                  | 146 Highway 283              | Whitwell          | TN | 37397-6026 | 423-658-5073 |
| Matthew Guthrie         | M & M Hardware, LLC                  | 7120 Nolensville Rd          | Nolensville       | TN | 37135-9472 | 615-832-4448 |
| J Thomas Glenn          | Elder's Ace Hardware of              | 4217 Chapman Hwy             | Knoxville         | TN | 37920-4259 | 865-409-0333 |
| J Thomas Glenn          | Elders Ace Hardware                  | 7511 S Northshore Dr         | Knoxville         | TN | 37919-8002 | 865-690-0876 |
| Thomas Cole Guthrie     | Chapel Hill Hardware Inc.            | 305 S Horton Pkwy            | Chapel Hill       | TN | 37034-3108 | 931-364-3277 |
| Charles Ray Smith Jr.   | C & P Hardware Inc.                  | 3536 Main St                 | Jasper            | TN | 37347-5253 | 423-403-6620 |
| Jarrett Carter          | East Memphis Ace Hardware, LLC       | 5143 Quince Rd               | Memphis           | TN | 38117-6846 | 901-683-8688 |
| Tom Glenn               | Elder's Ace Hardware of Townsend, L  | 8031 E Lamar Alexander Pkwy  | Townsend          | TN | 37882-4034 | 865-336-2644 |
| JPB-HHC Investors, LLC  | The Helpful Hardware Company, LLC    | 2730 Lebanon Pike            | Nashville         | TN | 37214-2504 | 615-678-5634 |
| JPB-HHC Investors, LLC  | The Helpful Hardware Company, LLC    | 429 Highway 76               | White House       | TN | 37188-9202 | 615-581-0623 |
| JPB-HHC Investors, LLC  | The Helpful Hardware Company, LLC    | 400 Central Ave E            | Springfield       | TN | 37172-3254 | 615-380-8599 |
| Tom Glenn               | Elder's Ace Hardware of Hardin Vall  | 10009 Hardin Valley Rd       | Knoxville         | TN | 37932-1606 | 865-240-0961 |
| Kyle Myers              | Jaxco, LLC                           | 829 W Main St                | Monteagle         | TN | 37356-7028 | 931-924-9416 |
| Gregory Yandell         | Twin Hill Group, Inc.                | 500 W Main Street 260        | Hendersonville    | TN | 37075-2808 | 615-991-1223 |
| Jimmy Nichols           | Houchens Food Group, Inc.            | 511 S Broadway St            | Portland          | TN | 37148-1506 | 615-325-0201 |
| Darin Workman           | The Helpful Hardware Company, LLC    | 3573 Tom Austin Hwy          | Springfield       | TN | 37172-3935 | 615-384-0485 |
| Matt C Caldwell         | Kingston Ace, Inc.                   | 615 N Kentucky St            | Kingston          | TN | 37763-2632 | 865-376-7606 |
| Justin Tipton           | Ace Hardware of Lookout, Inc.        | 3712 Cummings Hwy            | Chattanooga       | TN | 37419-2315 | 423-821-8429 |
| Dennis Wayne Stults Jr. | Columbia Hardware, LLC               | 112 E James M Campbell Blvd  | Columbia          | TN | 38401-6335 | 931-388-1272 |
| James England           | England Brothers II, Inc             | 1448 N Broad St              | Tazewell          | TN | 37879-4377 | 423-259-3900 |
| Tom Glenn               | Elder's Ace Hardware of E Nashville  | 2620 Gallatin Pike           | Nashville         | TN | 37216-3740 | 615-761-9303 |
| Joey Hays               | Dyer Foods, Inc.                     | 79 Bank Dr                   | Brownsville       | TN | 38012-2340 | 731-585-1111 |
| Darin Workman           | The Helpful Hardware Company, LLC    | 1740 N Germantown Pkwy       | Cordova           | TN | 38016-3307 | 901-758-6911 |
| Dan Glei                | FC ACE, LLC                          | 251 Old Gray Station Rd      | Gray              | TN | 37615-3532 | 423-467-2300 |
| Dan Glei                | FC ACE, LLC                          | 6634 Bristol Hwy             | Piney Flats       | TN | 37686-5205 | 423-712-6002 |
| Ronak Parikh            | Bolster NQ Hardware, LLC             | 205 Livingston Ave           | Jamestown         | TN | 38556-3420 | 931-879-8161 |
| Ronak Parikh            | Bolster Hardware, LLC                | 615 E Broad St               | Smithville        | TN | 37166-2903 | 615-215-8988 |
| Ronak parikh            | Bolster NQ Hardware, LLC             | 2251 Jacksboro Pike          | La Follette       | TN | 37766-2904 | 423-562-1011 |
| Ronak Parikh            | Bolster Hardware, LLC                | 6407 Nashville Hwy           | Baxter            | TN | 38544-3805 | 931-858-1122 |
| Ronak Parikh            | Bolster NQ Hardware, LLC             | 33 Woodgate Dr               | Crossville        | TN | 38571-3794 | 931-484-1625 |
| Ronak Parikh            | Bolster Hardware, LLC                | 325 Newman Dr                | Cookeville        | TN | 38501-4126 | 931-528-8413 |
| Ronak Parikh            | Bolster Hardware, LLC                | 786 Sparta Hwy               | Crossville        | TN | 38572-5129 | 931-484-9191 |
| Ronak Parikh            | Bolster Hardware, LLC                | 948 S McCrary St             | Woodbury          | TN | 37190-1638 | 615-563-4414 |
| Ronak Parikh            | Bolster NQ Hardware, LLC             | 1511 Knoxville Hwy           | Wartburg          | TN | 37887-4117 | 423-346-2380 |
| Ronak Parikh            | Bolster Hardware, LLC                | 132 Churchill Dr             | Sparta            | TN | 38583-1525 | 931-836-2271 |
| Ronak Parikh            | Bolster NQ Hardware, LLC             | 215 Main St                  | Rocky Top         | TN | 37769      | 865-426-2353 |
| Ronak Parikh            | Bolster NQ Hardware, LLC             | 245 Industrial Ln            | Oneida            | TN | 37841-6275 | 423-569-5333 |
| Ronak Parikh            | Bolster NQ Hardware, LLC             | 3125 Lantana Rd              | Crossville        | TN | 38572-1732 | 931-788-1807 |
| Ronak Parikh            | Bolster NQ Hardware, LLC             | 10259 Rhea County Hwy        | Dayton            | TN | 37321-7929 | 423-570-1255 |
| Ronak Parikh            | Bolster NQ Hardware, LLC             | 615 W Main St                | Algood            | TN | 38506-5322 | 931-537-3312 |
| Ronak Parikh            | Bolster Hardware, LLC                | 502 Rickman Rd               | Livingston        | TN | 38570-6054 | 931-823-6471 |
| Ronak Parikh            | Bolster NQ Hardware, LLC             | 2121 S Roane St              | Harriman          | TN | 37748-8651 | 865-882-2750 |
| Ronak Parikh            | Bolster NQ Hardware, LLC             | 1600 Harristown Rd           | Monterey          | TN | 38574-3539 | 931-839-8922 |
| Carl Short              | Butters' Ace Hardware, LLC           | 1109 Elliston Way            | Thompsons Station | TN | 37179-5483 | 615-538-7767 |
| Dan Glei                | FC ACE, LLC                          | 111 N Industrial Dr          | Erwin             | TN | 37650-4074 | 423-560-9000 |
| Dan Glei                | FC ACE, LLC                          | 1731 US 19 East Bypass       | Elizabethton      | TN | 37643      | 423-518-6014 |
| Ronak Parika            | Bolster NQ Hardware, LLC             | 606 N Chancery St            | McMinnville       | TN | 37110-2054 | 931-473-4413 |
| J Thomas Glenn          | Elder's Ace Hardware of Murfreesboro | 1807 Memorial Blvd           | Murfreesboro      | TN | 37129-0562 | 615-893-3173 |



| Owner Name           | Legal Name                          | Street                     | City                | St | Zip Code   | Phone #      |
|----------------------|-------------------------------------|----------------------------|---------------------|----|------------|--------------|
| Dan Glei             | FC Ace, LLC                         | 3625 Parkway               | Pigeon Forge        | TN | 37863-3811 | 865-453-4977 |
| Doli Patel           | KALKI Ace Partners LLC              | 3540 Murfreesboro Pike     | Antioch             | TN | 37013-2210 | 615-280-1618 |
| J Thomas Glenn       | Elder's Ace Hardware of Smyrna, LLC | 415 Nissan Dr              | Smyrna              | TN | 37167-4303 | 615-459-4457 |
| Thomas J Glen        | Elder's Ace Hardware of Spring City | 441 Front St               | Spring City         | TN | 37381-5197 | 615-459-4457 |
| Dan Glei             | FC Ace, LLC                         | 232 W Broadway             | Newport             | TN | 37821-2838 | 623-625-5900 |
| Tracy Worley         | Houchens Food Group, Inc.           | 411 Highway 52 Byp E       | Lafayette           | TN | 37083-1003 | 615-666-7276 |
| Dan Glei             | FC Ace, LLC                         | 170 N Liberty Hill Rd      | Morristown          | TN | 37814-5437 | 423-254-6043 |
| David Chiappe        | David's Hardware, Inc               | 110 Hampton Way            | Lawrenceburg        | TN | 38464      | 931-829-4223 |
| J Thomas Glenn       | Elder's Ace Hardware of Dunlap, LLC | 16414 Rankin Ave           | Dunlap              | TN | 37327-7038 | 423-949-4153 |
| Ralph Peperone       | Ace Hardware of Arlington Inc.      | 11801 Crawford Pines Drive | Arlington           | TN | 38002      | 000-000-0000 |
| Maulik Patel Mikey   | Raiba LLC                           | 17171 Clay County Hwy      | Red Boiling Springs | TN | 37150-7216 | 615-699-3523 |
| Dan Glei             | FC Ace, LLC                         | 116 White Water Dr         | Ocoee               | TN | 37361-3644 | 423-338-9356 |
| Larry Loessin        | PEARLAND LUMBER CO. INC.            | 2027 N Main St             | Pearland            | TX | 77581-3307 | 281-485-1474 |
| W Lawther            | DEER PARK LUMBER CO. INC.           | 1600 Center St             | Deer Park           | TX | 77536-3508 | 281-479-2326 |
| Roy Loggins          | LOGGINS BUILDING AND HARDWARE INC.  | 713 Oak Ave                | Highlands           | TX | 77562-2745 | 281-426-3516 |
| Terry Ziegler        | BIG Z LUMBER COMPANY INC.           | 7225 Cullen Blvd           | Houston             | TX | 77021-5015 | 713-748-1730 |
| Brent Dyson          | M & D SUPPLY, INC.                  | 4580 College St            | Beaumont            | TX | 77707-3910 | 409-842-2731 |
| Michael Wayne Rogers | ROGERS & ROGERS INC.                | 1013 S Goliad St           | Rockwall            | TX | 75087-4309 | 972-771-2237 |
| Thomas A. Degenhart  | W - K AND K INC.                    | 14307 Ranch Road 12        | Wimberley           | TX | 78676-6208 | 512-847-2356 |
| Carla J Munn         | MUNN'S INC.                         | 112 S Hovey St             | Boyd                | TX | 76023      | 940-433-2322 |
| Curtis Buchanan      | BUCHANAN BROTHERS INC.              | 1200 Packing House Rd      | Graham              | TX | 76450-3821 | 940-549-4612 |
| Robert R Mc Intyre   | MLCO, LTD.                          | 113 N Saint Marys St       | Falfurrias          | TX | 78355-3601 | 361-325-2571 |
| Brad Childs          | CHILDS MFG. & SUPPLY INC            | 3704 N 16th St             | Orange              | TX | 77632-4629 | 409-886-4600 |
| James Anderle        | ANDERLE LUMBER CO., INC.            | 1300 W 4th St-Hwy 36 W     | Cameron             | TX | 76520      | 254-697-2251 |
| Joseph Borski        | AL'S HANDY HARDWARE                 | 224 Aldine Mail Rd         | Houston             | TX | 77037-1612 | 281-445-8640 |
| Randy Curtis         | HEIGHTS LUMBER & SUPPLY, INC.       | 602 West F.M. 2410         | Harker Heights      | TX | 76548      | 254-699-3491 |
| Daniel Pawlik        | FRIO FARM & RANCH & ACE HARDWARE    | 1518 N Oak St # 81         | Pearsall            | TX | 78061-3419 | 830-334-8707 |
| Sagness Girouard     | GIROUARD'S INC.                     | 626 W 2nd St               | Freeport            | TX | 77541-5763 | 979-233-4211 |
| Ali Haize            | HARDWARE CITY INC.                  | 14455 Memorial Dr          | Houston             | TX | 77079-6736 | 281-496-2113 |
| Vernon Hord          | Crosby Hardware, Inc.               | 5419 S Main St             | Crosby              | TX | 77532-5877 | 281-328-2555 |
| Eugene Harrison      | STOWE LUMBER COMPANY, LLC           | 800 S 1st St               | Crockett            | TX | 75835-2611 | 936-544-2138 |
| Robert Archer        | RMA ENTERPRISES INC.                | 1404 W Wilson St           | Borger              | TX | 79007-4420 | 806-273-6261 |
| Jaime Vargas         | VARGAS HARDWARE AND SUPPLY INC.     | 439 Commercial St          | Eagle Pass          | TX | 78852-4533 | 830-773-3811 |
| Tim Hutcheson        | METRO FEED & HARDWARE, INC.         | 4415 Gus Thomasson Rd      | Mesquite            | TX | 75150-2231 | 972-681-4418 |
| H. Hays Lindsley     | HIGGINBOTHAM-BARTLETT CO. OF NEW ME | 2109 25th St               | Snyder              | TX | 79549-2309 | 325-573-3579 |
| H. Hays Lindsley     | HIGGINBOTHAM-BARTLETT CO. OF NEW ME | 115 S Main St              | Andrews             | TX | 79714-7122 | 432-523-2638 |
| Jim Ward             | CASHWAY WEST INC.                   | 2601 W County Rd N         | Odessa              | TX | 79763      | 432-333-3137 |
| Jimmy Harding        | WALKER COUNTY HARDWARE, INC.        | 1006 11th St               | Huntsville          | TX | 77340-3964 | 936-295-7751 |
| Russell Kemp         | GIBSON PRODUCTS CO. OF KERVILLE, IN | 111 W Main St              | Kerrville           | TX | 78028-5217 | 830-257-3511 |
| Khandoo Nagar        | MISTRY, INC.                        | 7331 Gaston Ave Suite 120  | Dallas              | TX | 75214-4131 | 214-821-5680 |
| Charles Richerson    | T & C HARDWARE INC.                 | 5533 Jacksboro Hwy         | Fort Worth          | TX | 76114-1607 | 817-626-3089 |
| Morris White         | SEMI-EAGER, INC                     | 504 E Main St              | Eastland            | TX | 76448-2909 | 254-629-3373 |
| Robin Bledsoe        | CASHWAY BUILDING MATERIALS, INC.    | 100 E South St             | Leander             | TX | 78641-1729 | 512-259-3843 |
| Carl Droemer         | LEE COUNTY IRRIGATION, INC.         | 1120 County Road 208       | Giddings            | TX | 78942-4700 | 979-542-2413 |
| Floyd Brownlee       | BROWNLIE HARDWARE CO., INC.         | 131 S Oak St               | Pecos               | TX | 79772-3107 | 432-445-2813 |
| Mary Ann Lewis       | RAY L. LEWIS FARM & RANCH, INC.     | 310 NW 1st St              | Morton              | TX | 79346-2506 | 806-266-5461 |
| Brian C Franks       | AGK, INC.                           | 410 S Betty Ave            | Monahans            | TX | 79756-4509 | 432-943-8163 |
| Michael L. Bailey    | TRI-CITY SURPLUS, INC.              | 1113 Us Highway 259 S      | Daingerfield        | TX | 75638-6913 | 903-645-3942 |
| Martin Soliz         | DYLACK, INC.                        | 10605 Leopard St           | Corpus Christi      | TX | 78410-2602 | 361-241-7445 |
| John Lautzenheiser   | JOHN A. LAUTZENHEISER               | 13958 State Highway 16 N   | Medina              | TX | 78055-3593 | 830-589-2320 |
| Carl Ivey            | IVEY LUMBER SALES INC.              | 10230 Plano Rd             | Dallas              | TX | 75238-1703 | 214-341-6570 |
| Ora Sullivan         | ORA Q. SULLIVAN                     | 211 W Bluff St             | Woodville           | TX | 75979-5221 | 409-283-2231 |
| Robert Eilers        | BORDERLAND HARDWARE OF MERCEDES, IN | 205 W 2nd St               | Mercedes            | TX | 78570-2703 | 956-565-2181 |
| Kenneth Biedermann   | B L & H, INC.                       | 1102 E Main St Ste B       | Fredericksburg      | TX | 78624-4832 | 830-997-7611 |
| Payne Howard         | ETACE, INC.                         | 5438 Loop 500 E            | Center              | TX | 75935-9634 | 936-598-2734 |
| Karen Keith          | KEITH PROPERTIES, INC.              | 927 N Avenue G             | Clifton             | TX | 76634-1013 | 254-675-6513 |
| Thomas Brown         | BROWN VENTURES, INC.                | 5230 Highway 6 N           | Houston             | TX | 77084-1955 | 281-463-8681 |
| Karen Keith          | KEITH PROPERTIES, INC.              | 408 W McGregor Dr          | Mc Gregor           | TX | 76657-1225 | 254-840-2834 |
| Kirit Patel          | AVNI CORPORATION                    | 1503 Gessner Dr            | Houston             | TX | 77080-7503 | 713-464-0349 |
| Gordon Meyer         | RANCH EQUIP. & HARDWARE, INC.       | 302 N Front                | Cotulla             | TX | 78014-2131 | 830-879-2223 |
| Karen Keith          | KEITH PROPERTIES, INC.              | 1424 Hewitt Dr             | Waco                | TX | 76712-8493 | 254-666-2520 |
| Allan Ritter         | TRIPLE R BROTHERS, LTD              | 2004 Highway 365           | Nederland           | TX | 77627-5504 | 409-727-0231 |
| Joseph Jeffries      | WESTLAKE HARDWARE, INC.             | 4652 E University Blvd     | Odessa              | TX | 79762-8104 | 432-368-7421 |
| Joseph Jeffries      | WESTLAKE HARDWARE, INC.             | 1004 Andrews Hwy           | Midland             | TX | 79701-3919 | 432-694-6626 |
| Joseph Jeffries      | WESTLAKE HARDWARE, INC.             | 1821 Knickerbocker Rd      | San Angelo          | TX | 76904-5553 | 325-942-6602 |
| W Lawther            | DEAN LAWTHOR, LTD.                  | 1637 E Main St             | League City         | TX | 77573-4148 | 281-332-9351 |
| Ralph Hughes         | 2B 2E, INC.                         | 1410 W US Highway 84       | Fairfield           | TX | 75840-3308 | 903-389-2152 |
| James Allen Jr       | THE J.B. ALLEN CO., INC             | 2005 S Highway 83          | Crystal City        | TX | 78839-4505 | 830-374-3618 |
| Dolores Fickle       | ACE HOME IMPROVEMENT, INC           | 2607 W Ranch Road 1431     | Kingsland           | TX | 78639-6004 | 325-388-4526 |
| Paul Casares         | FARMERS GIN COMPANY OF POTH, TEXAS  | 209 W Westmeyer            | Poth                | TX | 78147      | 830-484-2163 |
| Edward Porter        | Porter's Ace Hardware, Inc.         | 710 Main St                | Palacios            | TX | 77465-5232 | 361-972-5222 |
| Michael L. Bailey    | TRI-CITY SURPLUS, INC.              | 1620 Broadway Ave          | Gladewater          | TX | 75647-5040 | 903-845-5787 |
| David Doyle          | Sunset Ridge Home & Hardware, LLC   | 6438 N New Braunfels Ave   | San Antonio         | TX | 78209-3827 | 210-930-1717 |
| Robert Foster        | FOSTER HARDWARE, INC                | 4400 Little Rd             | Arlington           | TX | 76016-5631 | 817-478-4511 |
| A Luke               | A.F. LUKE ENTERPRISES, INC          | 310 W Highway 82           | Nocona              | TX | 76255-2620 | 940-825-3750 |
| Sarah Mc Donald      | Sarah McDonald                      | 309 Jacob St               | Timpson             | TX | 75975      | 936-254-2552 |

| Owner Name         | Legal Name                          | Street                      | City          | St | Zip Code   | Phone #      |
|--------------------|-------------------------------------|-----------------------------|---------------|----|------------|--------------|
| Joseph Jeffries    | WESTLAKE HARDWARE, INC              | 1705 W Park Row Dr          | Arlington     | TX | 76013-3504 | 817-461-5803 |
| Jarrell D Dowell   | The Dowell Company, Inc.            | 1491 W South Loop           | Stephenville  | TX | 76401-5140 | 254-965-5120 |
| Bill Murff         | MURFF ENTERPRISES, INC              | 11655 Jones Rd              | Houston       | TX | 77070-5903 | 281-469-8020 |
| Michael Fleming    | FLEMING LUMBER CO                   | 209 W Elm St                | Hillsboro     | TX | 76645-2044 | 254-582-8441 |
| A Luke             | A.F. LUKE ENTERPRISES, INC          | 115 N Main St               | Muenster      | TX | 76252      | 940-759-2296 |
| Gladys Schiel      | SCHIEL ENTERPRISE INC.              | 40888 290 Business          | Waller        | TX | 77484      | 936-372-9183 |
| Walter Schiel      | SCHIEL ENTERPRISE INC.              | 2205 13th St                | Hempstead     | TX | 77445-6646 | 979-826-3372 |
| Bobby Seidler      | PARKER COUNTY GIBSON PRODUCTS, INC  | 411 S Main St               | Weatherford   | TX | 76086-5201 | 817-594-8711 |
| Karen Keith        | KEITH PROPERTIES, INC.              | 701 E Hwy 31                | Hubbard       | TX | 76648      | 254-576-2076 |
| Brian Mozisek      | D&D HARDWARE, APPLIANCE & SERVICE C | 3611 W State Highway 71     | La Grange     | TX | 78945-5145 | 979-242-5146 |
| Windol Robbins     | BOWIE LUMBER CO. INC.               | 602 W Wise St               | Bowie         | TX | 76230-4724 | 940-872-2216 |
| Allan Ritter       | TRIPLE R BROTHERS, LTD              | 1050 Sabine Street          | Hemphill      | TX | 75948      | 409-787-2485 |
| Louis Stone        | STONE'S HOMECENTER, INC             | 1502 S Gaston St            | Crane         | TX | 79731-3817 | 432-558-2081 |
| Payne Howard       | ETACE, INC.                         | 1400 Panola                 | Carthage      | TX | 75633      | 903-693-3222 |
| Morris White       | SEMI-EAGER, INC.                    | 909 Conrad Hilton Blvd      | Cisco         | TX | 76437-3437 | 254-442-2320 |
| Larry Luedke       | GATESVILLE DRUG COMPANY, LTD        | 2820 State Highway 36       | Gatesville    | TX | 76528      | 254-865-6900 |
| Daniel Langen      | SALINE CREEK INVESTMENT CORPORATION | 19671 State Highway 155 S   | Flint         | TX | 75762-4616 | 903-825-7702 |
| Charles Brown      | LAMPASAS BUILDERS MART, INC.        | 507 N Key Ave               | Lampasas      | TX | 76550-1850 | 512-556-6291 |
| Michael L. Bailey  | TRI-CITY SURPLUS, INC               | 522 E Broad St              | Mineola       | TX | 75773-2620 | 903-569-2911 |
| Brent Dyson        | M&D ACE PARTNERS, LLC               | 1230 N Main St              | Vidor         | TX | 77662-3741 | 409-769-0281 |
| Walter Schiel      | SCHIEL ENTERPRISE INC.              | 501 Meyer St                | Sealy         | TX | 77474-2711 | 979-885-7223 |
| Karen Keith        | KEITH PROPERTIES, INC.              | 122 Live Oak St             | Marlin        | TX | 76661-2852 | 254-883-2531 |
| Joe King Fultz     | TURNER, PIERCE & FULTZ, INC         | 604 W Washington Ave        | Navasota      | TX | 77868-2842 | 936-825-6441 |
| Ron Merrill        | PBL Ace Stores, LLC                 | 1721 Spring Cypress Rd      | Spring        | TX | 77388-3613 | 281-353-4421 |
| Roger Lowe         | PAY AND SAVE, INC.                  | 8202 Slide Rd               | Lubbock       | TX | 79424-3436 | 806-794-9728 |
| Karen Keith        | KEITH PROPERTIES, INC.              | 138 E Ovilla Rd             | Red Oak       | TX | 75154-2446 | 972-515-8500 |
| Roger Lowe         | PAY AND SAVE, INC.                  | 5725 19th St                | Lubbock       | TX | 79407-2033 | 806-780-6745 |
| Wesley Anderson    | 3W Hardware, Inc.                   | 1101 S Ralls Hwy            | Floydada      | TX | 79235-7911 | 806-983-3000 |
| Steve Herren       | HARRIS LUMBER & HARDWARE, INC.      | 1515 E Fm 700               | Big Spring    | TX | 79720-4951 | 432-267-6355 |
| Roger Lowe         | PAY AND SAVE, INC.                  | 7528 W University Blvd      | Odessa        | TX | 79764-8835 | 432-381-0096 |
| Karen Keith        | KEITH PROPERTIES, INC.              | 2210 S Bridge St            | Brady         | TX | 76825-7442 | 325-597-2258 |
| Joseph Jeffries    | WESTLAKE HARDWARE, INC.             | 4440 Basswood Blvd          | Fort Worth    | TX | 76137-1501 | 817-503-7474 |
| Steve Huser        | MOORE'S HILL COUNTRY LUMBER, L.P.   | 112 Highway 39              | Ingram        | TX | 78025-3296 | 830-367-4900 |
| Brent Dyson        | M&D ACE PARTNERS, LLC               | 122 S Main St               | Lumberton     | TX | 77657-7367 | 409-751-3600 |
| Thomas Degenhart   | K AND D HOLDINGS, INC.              | 1150 FM 2673                | Canyon Lake   | TX | 78133-4777 | 830-964-2797 |
| Roger Lowe         | PAY AND SAVE, INC.                  | 401 W 2nd St                | Clarendon     | TX | 79226      | 806-874-3164 |
| Renae Jablonowski  | JABLONOWSKI ENTERPRISES, INC.       | 465 S Denton Tap Rd         | Coppell       | TX | 75019-3202 | 972-462-8668 |
| Allan Ritter       | TRIPLE R BROTHERS, LTD              | 379 Hwy 62                  | Buna          | TX | 77612      | 409-994-3587 |
| Roger Lowe         | PAY AND SAVE, INC                   | 100 E Colonial Pkwy         | Devine        | TX | 78016-1809 | 830-663-9584 |
| Roger Lowe         | PAY AND SAVE, INC.                  | 406 E 7th St                | Hereford      | TX | 79045-5426 | 806-364-1260 |
| Javier Casas       | CASAS BROTHERS MANAGEMENT LLC       | 2101 N US Hwy 83            | Zapata        | TX | 78076-4036 | 956-765-6971 |
| Roger Lowe         | PAY AND SAVE, INC.                  | 900 23rd St                 | Canyon        | TX | 79015-4646 | 806-655-7191 |
| Jack Pizzitola     | PATCO HARDWARE AND LUMBER, LP       | 222 W Willis St             | Alvin         | TX | 77511-2346 | 281-331-5296 |
| Sani Kheir         | SANODEAN, LLC                       | 316 S Highway 377           | Pilot Point   | TX | 76258-4370 | 940-686-5311 |
| James Myers        | PASO DEL NORTE HARDWARE, LLC        | 2200 N Yarbrough Dr         | El Paso       | TX | 79925-6300 | 915-591-6200 |
| Karen Keith        | KEITH PROPERTIES, INC.              | 201 S Frontage Rd           | Lorena        | TX | 76655-9601 | 254-857-8010 |
| Renae Jablonowski  | BRJ ENTERPRISES, LLC                | 1580 Keller Pkwy Ste 50     | Keller        | TX | 76248-3621 | 817-482-1000 |
| Roger Lowe         | PAY AND SAVE, INC                   | 1204 W Wallace St           | San Saba      | TX | 76877-4128 | 325-372-4191 |
| Steve Huser        | MOORE'S HILL COUNTRY LUMBER, L.P.   | #1 Moore St                 | Del Rio       | TX | 78840      | 830-775-2433 |
| Roger Lowe         | PAY AND SAVE, INC                   | 7708 Lohmans Ford Rd Bldg F | Lago Vista    | TX | 78645-4781 | 512-267-1738 |
| Joseph Jeffries    | WESTLAKE HARDWARE, INC.             | 2000 Matlock Rd             | Mansfield     | TX | 76063-3800 | 817-473-0045 |
| Roger Lowe         | PAY AND SAVE, INC                   | 111 Blanco                  | Blanco        | TX | 78606      | 830-833-0651 |
| Jeremy Magnuson    | MAGNUSON HARDWARE L.P.              | 105 W Edgewood Dr Ste101    | Friendswood   | TX | 77546-3981 | 281-648-8200 |
| Roger Lowe         | Pay and Save, Inc.                  | 1212 Hall Ave               | Littlefield   | TX | 79339-5109 | 806-385-1128 |
| Joseph Jeffries    | Westlake Hardware, Inc.             | 4701 Colleyville Blvd       | Colleyville   | TX | 76034-3934 | 817-514-9174 |
| Renae Jablonowski  | Jabo's Hardware, LLC                | 3548 S Hills Dr Ste 12      | Fort Worth    | TX | 76109-2838 | 817-926-1789 |
| Allan B Ritter     | TRIPLE R BROTHERS, LTD              | 7420 Hwy 105                | Beaumont      | TX | 77713-8760 | 409-842-5410 |
| Karen Keith        | KEITH PROPERTIES, INC.              | 213 Mill Creek Dr           | Salado        | TX | 76571-5537 | 254-947-4008 |
| Priya Amin         | SIMRAN HOLDINGS, INC.               | 6860 Telephone Rd           | Houston       | TX | 77061-2838 | 713-643-0623 |
| Alan Walter        | W & B ASSOCIATES, LLC               | 4551 Sycamore School Rd     | Fort Worth    | TX | 76133-7049 | 817-346-6800 |
| Roger Lowe         | PAY AND SAVE, INC                   | 405 US 281 So               | Johnson City  | TX | 78636      | 830-868-4274 |
| Rosemarie A. Ellis | WESLACO BORDERLAND HARDWARE, LLC    | 300 S. Missouri Avenue      | Weslaco       | TX | 78596-6016 | 956-968-2686 |
| Keith R Zahar      | GCM - THE BIG STORE INC.            | 2385 Hwy 87                 | Crystal Beach | TX | 77650      | 409-684-2400 |
| Leslie Bradshaw    | LESLIE BRADSHAW, LLC                | 1812 SE 1st St              | Mineral Wells | TX | 76067-5600 | 940-325-5952 |
| Steve Huser        | MOORE'S HILL COUNTRY LUMBER, L.P.   | 2400 E Main St              | Uvalde        | TX | 78801-4943 | 830-278-3344 |
| Philip M Salemi    | GULF COAST HARDWARE, LLC            | 2631 State Highway 35 N     | Rockport      | TX | 78382      | 361-729-8600 |
| Philip M Salemi    | GULF COAST HARDWARE, LLC            | 301 Calhoun Plaza           | Port Lavaca   | TX | 77979-2421 | 361-552-1918 |
| Dorothy Alspaugh   | RDOT, LLC                           | 10860 Kuykendahl Rd         | The Woodlands | TX | 77381-2662 | 832-482-3063 |
| Roger Lowe         | PAY AND SAVE, INC.                  | 1205 Oak St                 | Jourdanton    | TX | 78026-2137 | 830-769-2939 |
| Roger Lowe         | PAY AND SAVE, INC.                  | 803 E Gravis St             | San Diego     | TX | 78384-2713 | 361-279-3395 |
| Roger Lowe         | PAY AND SAVE, INC.                  | 9014 N State Highway 16     | Poteet        | TX | 78065-4001 | 830-742-3358 |
| Keith Jentsch      | Hearne Ace Hardware, LLC            | 113 W 3rd St                | Hearne        | TX | 77859-2501 | 979-279-3000 |
| Stephen Braly      | Braly Builders Supply Company, Inc. | 420 W Palestine Ave         | Palestine     | TX | 75801-7536 | 903-723-2179 |
| Daniel Langen      | SALINE CREEK INVESTMENT CORPORATION | 612 Highway 31 West         | Chandler      | TX | 75758      | 903-849-4100 |
| Samuel C Bitner    | Haskell Modern Way, Inc             | 1202 N Avenue E             | Haskell       | TX | 79521-3628 | 940-864-2195 |
| Tom Velasquez      | Velasquez Group LP                  | 1814 Bill Mack St           | Shamrock      | TX | 79079      | 806-256-3266 |

| Owner Name              | Legal Name                          | Street                        | City            | St | Zip Code   | Phone #      |
|-------------------------|-------------------------------------|-------------------------------|-----------------|----|------------|--------------|
| Wylie Dunn              | Horseshoe Bay ACE Hardware, LLC.    | 9714 W FM 2147                | Horseshoe Bay   | TX | 78657-5984 | 830-598-8900 |
| Roger Lowe              | PAY AND SAVE, INC.                  | 616 US Highway 181            | Taft            | TX | 78390-2817 | 361-528-2921 |
| Roger Lowe              | Pay and Save, Inc                   | 2021 E 8th St                 | Odessa          | TX | 79761-4203 | 432-337-2242 |
| Roger Lowe              | Pay and Save, Inc                   | 833 S Dill St                 | East Bernard    | TX | 77435-8689 | 979-335-7322 |
| Oliver Gonzales         | LSOG, Inc.                          | 601 E 2nd St                  | Big Lake        | TX | 76932-5317 | 325-884-2223 |
| John W. James           | Brothers Hardware LLC               | 7989 Belt Line Rd             | Dallas          | TX | 75248-5734 | 972-716-9587 |
| Karen Keith             | Keith Properties, Inc.              | 9701 Salem Way                | Waco            | TX | 76708      | 254-836-5263 |
| Robert J. DuBose        | Seven-D Farms, Inc.                 | 300 N Hines St                | Diboll          | TX | 75941-1604 | 936-829-0330 |
| Michael W Powers        | Powers Holdings, Inc.               | 559 Pin Oak Rd                | Katy            | TX | 77494-1223 | 281-391-3437 |
| Michael W. Powers       | MKJCC Holdings, Inc.                | 11818 Mason Road              | Richmond        | TX | 77406      | 281-342-5207 |
| Alan Walter             | 66 Hardware, LLC                    | 1429 W 1st Street             | Justin          | TX | 76247      | 940-648-0099 |
| Joseph Jeffries         | Westlake Hardware, Inc.             | 12895 Josey Lane STE 140      | Dallas          | TX | 75234-8302 | 972-243-4329 |
| David Schiel            | Schiel Enterprise Inc.              | 1233 FM 109                   | New Ulm         | TX | 78950-2017 | 979-992-3342 |
| Joseph Jeffries         | Westlake Hardware, Inc.             | 1116 W Main St                | Lewisville      | TX | 75067-3426 | 469-528-6584 |
| John W. Cook            | Petroleum Wholesale, L.P.           | 10400 W Interstate 20 E       | Midland         | TX | 79706-2665 | 432-563-0074 |
| Karen Keith             | Keith Properties, Inc.              | 525 N Main St                 | Belton          | TX | 76513-3071 | 254-613-4235 |
| Melissa Mockros         | KRM PROPERTIES, CO.                 | 18409 Timber Forest Drive     | Humble          | TX | 77346      | 281-446-2240 |
| Kelsie Penley           | Sanger Hardware Inc.                | 620 S Stemmons St             | Sanger          | TX | 76266-9218 | 940-458-3033 |
| Joseph Jeffries         | Westlake Hardware, Inc.             | 3044 Old Denton Rd            | Carrollton      | TX | 75007-5016 | 972-695-2983 |
| Windol W. Robbins Jr.   | Ace of Azle, LLC                    | 505 N Stewart St              | Azle            | TX | 76020-3237 | 817-270-5600 |
| Joseph Jeffries         | Westlake Hardware, Inc.             | 550 N Highway 175 Suite 108   | Seagoville      | TX | 75159-1801 | 972-287-1515 |
| Michael Hopfe           | Fulshear Hardware LLC               | 8411 FM 359                   | Fulshear        | TX | 77441-6384 | 281-533-8571 |
| Eddie Cappleman         | Cappleman Enterprises, Inc.         | 408 E Pierce St               | Luling          | TX | 78648      | 830-875-2485 |
| Karen Keith             | Keith Properties, Inc.              | 9241 State Highway 6          | Meridian        | TX | 76665      | 254-435-2251 |
| Roger Lowe              | Pay and Save, Inc.                  | 102 South State Hwy 55        | Rocksprings     | TX | 78880      | 830-683-2178 |
| Eddie Cappleman         | Cappleman Enterprises, Inc.         | 643 W Main St                 | Yorktown        | TX | 78164-5291 | 361-564-2295 |
| Eddie Cappleman         | Cappleman Enterprises, Inc.         | 1310 TX - 230 Loop            | Smithville      | TX | 78957      | 512-360-5156 |
| Daniel V. Meyer         | DK Meyer Business LLC               | 1371 S Preston Rd             | Celina          | TX | 75009-3810 | 214-851-2200 |
| Brent Dyson             | M&D Ace Partners, LLC               | 3714 Avenue I                 | Rosenberg       | TX | 77471-3839 | 281-342-5458 |
| Brent Dyson             | M&D Ace Partners, LLC               | 11676 Beamer Rd               | Houston         | TX | 77089-2349 | 281-481-6482 |
| Brent Dyson             | M&D Ace Partners, LLC               | 2422 Bay Area Blvd #A         | Houston         | TX | 77058-1599 | 281-286-2400 |
| Brent Dyson             | M&D Ace Partners, LLC               | 13140 Louetta Rd              | Cypress         | TX | 77429-5756 | 281-655-9990 |
| Amando Pena Jr.         | AD Mercantile LLC                   | 219 E Expressway 83 Suite B   | Sullivan City   | TX | 78595-2287 | 956-485-6080 |
| Kerri L. Jacobs         | TKJ Tribe Investment LLC            | 1414 Austin Ave               | Brownwood       | TX | 76801-3649 | 325-646-0536 |
| Randy James             | Randy James Hardware Inc.           | 106 Delwood Dr                | Longview        | TX | 75605-3370 | 903-758-2131 |
| Karen Keith             | Keith Properties, Inc.              | 303 N 4th St                  | Valley Mills    | TX | 76689      | 254-932-5150 |
| Gary Lee Rowland        | Kendal & Colleagues, LLC.           | 119 W Main Street             | Knox City       | TX | 79529      | 940-658-3389 |
| Luis Ortega             | Five Points Hardware, LLC           | 2873 Pershing Dr              | El Paso         | TX | 79903-2423 | 915-444-8421 |
| Barry Barker            | Post Oak Hardware, Inc.             | 1115 Dildy Dr                 | Elgin           | TX | 78621-3210 | 512-281-2200 |
| Joseph Jeffries         | Westlake Hardware, Inc.             | 701 East Princeton Drive      | Princeton       | TX | 75407      | 972-736-6330 |
| Dennis O. Stroebel      | Stroebel Food Stores, Inc.          | 700 W Central Ave             | Comanche        | TX | 76442-2712 | 325-356-1483 |
| Windol W. Robbins Jr.   | Wichita Falls Ace Hardware, LLC     | 4031 Sports St, Suite B       | Wichita Falls   | TX | 76308-4437 | 940-696-2216 |
| Windol W. Robbins Jr.   | Ace of Vernon, LLC                  | 2806 Wilbarger St             | Vernon          | TX | 76384-4570 | 940-552-5401 |
| Randolph A. Scott       | The Caelun Group, Inc.              | 2501 Texas Ave S, Suite B100  | College Station | TX | 77840      | 979-703-6058 |
| Mike Bailey             | Lakeport Ace, LLC                   | 5014 Estes Pkwy               | Longview        | TX | 75603-0916 | 903-218-0670 |
| Karen Keith             | Keith Properties, Inc.              | 102 S 1st St                  | Copperas Cove   | TX | 76522-2101 | 254-547-2131 |
| Don Gilbreath           | Lockhart Hardware LLC               | 518 W San Antonio St          | Lockhart        | TX | 78644-2664 | 512-620-0151 |
| Faisal Merchant         | Clark Road Ace Hardware LLC         | 7586 Mountain Creek Pkwy      | Dallas          | TX | 75249-1356 | 972-780-5513 |
| Ronald O. Rehkopf       | Rehkopf Enterprises, Inc.           | 707 W Main St                 | Clarksville     | TX | 75426-3619 | 903-609-3150 |
| Amando Pena Jr.         | AD Mercantile LLC                   | 1308 N Flores                 | Rio Grande City | TX | 78582      | 956-352-6269 |
| Willaim A. Horton       | Asher Industries, Inc.              | 19380 Highway 105 W Ste 500 A | Montgomery      | TX | 77356-1984 | 936-582-5170 |
| Louis Stone             | Otho, Inc.                          | 2433 Gus Thomasson Rd         | Dallas          | TX | 75228-3006 | 469-317-7060 |
| Karen Keith             | Keith Properties, Inc.              | 200 N Brazos St               | Whitney         | TX | 76692-2430 | 254-694-3949 |
| Jeffrey M. Petersen     | J & R Hardware LLC                  | 23678 FM 1314 Rd              | Porter          | TX | 77365-3712 | 832-401-5006 |
| Philip M. Salemi        | Gulf Coast Hardware, LLC            | 4127 7th St                   | Bay City        | TX | 77414-4501 | 979-330-5055 |
| Hammad Choudhry         | Kohinoor & BR Investment LLC        | 201 US - 77 Business          | Yoakum          | TX | 77995      | 361-427-4040 |
| Michale Frogge          | Lone Star GS Ventures, Inc.         | 1108 Fisher St                | Goldthwaite     | TX | 76844      | 325-648-2515 |
| Michael W. Powers       | Powers Cinco Holdings Inc           | 1720 S Mason Rd               | Katy            | TX | 77450-5919 | 281-392-5200 |
| Michael Havard          | Michael Havard, SR., LLC            | 307 N Austin Pkwy             | Brenham         | TX | 77833-3134 | 979-836-5607 |
| William Paul Pastermack | Ace Hardware of New Boston LLC      | 407 N McCoy Blvd              | New Boston      | TX | 75570-2307 | 903-314-5959 |
| Andrew Eli Kerman       | Be The Ball, LLC                    | 3789 Rayford Rd               | Spring          | TX | 77386-3647 | 346-278-5080 |
| Windol Wayne Robbins Jr | Ace of Burkburnett LLC              | 401 E 3rd St                  | Burkburnett     | TX | 76354-3440 | 940-434-2216 |
| Joseph Jeffries         | Westlake Hardware, Inc.             | 1700 W Virginia St            | McKinney        | TX | 75069-7864 | 972-542-5062 |
| Amando Pena Jr.         | AD Mercantile LLC                   | 1533 E Grant St               | Roma            | TX | 78584-8010 | 956-847-4067 |
| Elizabeth C. Henson     | APHHM, LLC                          | 701 E Main St                 | Madisonville    | TX | 77864-2038 | 936-307-1333 |
| Priya Amin              | League City Hardware LLC            | 1915 W League City Pkwy       | League City     | TX | 77573-5138 | 281-316-9992 |
| Darin Hill              | ABN Hardware Texas, Inc.            | 10600 N Loop Dr, Suite F      | Socorro         | TX | 79927      | 915-300-1823 |
| David Doyle             | Sunset North Padre, LLC             | 15326 S Padre Island Dr       | Corpus Christi  | TX | 78418-7701 | 361-949-3483 |
| David Doyle             | Sunset Mustang, LLC                 | 1115 State Highway 361 STE A  | Port Aransas    | TX | 78373      | 361-749-2004 |
| Karen Keith             | Keith Properties, Inc.              | 2950 Williams Dr              | Georgetown      | TX | 78628-2702 | 512-863-4505 |
| Kiran Lalani Bardai     | Galena Park Ace Hardware LLC        | 1401 Holland Ave              | Galena Park     | TX | 77547-2537 | 832-740-4940 |
| Steven Markham          | Galaxy Hardware, Inc.               | 1602 Chico Hwy                | Bridgeport      | TX | 76426-2207 | 940-394-3348 |
| David Ford              | Family Hardware, Inc.               | 1400 9th St                   | Marble Falls    | TX | 78654-4940 | 830-693-5566 |
| Caroline Van Marcke     | Van Marcke Trade Supply of Texas, L | 715 W Lamar Blvd              | Arlington       | TX | 76012      | 817-538-5473 |
| Mohammad Bhuiyan        | ELCF, Inc.                          | 500 N Main                    | La Feria        | TX | 78559      | 956-797-1013 |
| Mansoor Ali             | Ace Hardware Plano Inc              | 910 W Parker Rd Suite 100     | Plano           | TX | 75075      | 469-431-2231 |

| Owner Name              | Legal Name                         | Street                              | City          | St | Zip Code   | Phone #      |
|-------------------------|------------------------------------|-------------------------------------|---------------|----|------------|--------------|
| Tracy Stephens          | TP Stephens LLC                    | 850 N Beulah St                     | Hawkins       | TX | 75765-3372 | 903-613-2231 |
| Alfonso Montalvo        | Dial Hardware, L.C.                | 206 Marcos Hinojosa Ave             | Hebbronville  | TX | 78361-3614 | 361-527-3262 |
| John Dunlap             | CC Grace, Inc                      | 3375 Thousand Oaks                  | San Antonio   | TX | 78247-3320 | 210-745-2700 |
| Charles Richerson       | BS Hardware, LLC                   | 3177 Denton Hwy                     | Ft Worth      | TX | 76117-3713 | 817-831-6451 |
| Windol Wayne Robbins Jr | Ace of Iowa Park LLC               | 200 W Bank St                       | Iowa Park     | TX | 76367-1622 | 940-592-4681 |
| Raul Ordaz              | Canutillo Hardware Operations, LLC | 7181 Doniphan Dr                    | Canutillo     | TX | 79835-6002 | 915-877-7355 |
| Dennis O Stroebel       | Stroebel Food Stores, Inc.         | 8402 South FM 707                   | Abilene       | TX | 79602-4300 | 325-704-2670 |
| Wesley Anderson         | 3W Hardware, Inc.                  | 3210 Olton Rd                       | Plainview     | TX | 79072-6628 | 806-429-7457 |
| John W Cook             | Petroleum Wholesale, L.P.          | 45950 Interstate 10                 | Winnie        | TX | 77665-9096 | 409-296-2183 |
| Roger Lowe              | Pay and Save, Inc.                 | 2000 Antonio St                     | Anthony       | TX | 79821-7147 | 915-886-2155 |
| Kathleen Labadie        | Labadieland LLC                    | 9459 Benbrook Blvd                  | Benbrook      | TX | 76126      | 817-230-4826 |
| Renae Jablonowski       | BNR Store 4, LLC                   | 1201 Precinct Line Rd               | Hurst         | TX | 76053-4226 | 817-282-3428 |
| Jose Samuel Salinas     | Ace Hardware Pampa, LLC            | 1215 N Hobart St                    | Pampa         | TX | 79065-4605 | 806-665-0723 |
| Phillip M Salemi        | Gulf Coast Hardware, LLC           | 5201 N Navarro St                   | Victoria      | TX | 77904-1759 | 361-237-3211 |
| Renae Jablonowski       | BNR Store 5, LLC                   | 8505 Lakeview Pkwy                  | Rowlett       | TX | 75088-9305 | 469-224-0468 |
| Michael Dezaiffe        | Dezaiffe Enterprises, Inc.         | 222 S Center St                     | Grand Prairie | TX | 75051-1723 | 972-262-4665 |
| Michael Dezaiffe        | Dezaiffe Enterprises, Inc.         | 922 E Park Row Dr                   | Arlington     | TX | 76010-4507 | 817-548-9292 |
| Faisal Merchant         | Commerce Ace Hardware LLC          | 2204 Live Oak St B                  | Commerce      | TX | 75428-2405 | 903-246-3150 |
| Alan Walter             | DC Hardware, LLC                   | 912 W University Dr                 | Denton        | TX | 76201-1893 | 940-566-1666 |
| Don Rodney Joe          | 4 Square Hardware, LLC             | 1200 S Washington St                | Kaufman       | TX | 75142-2957 | 972-932-2787 |
| Jace Mattinson          | Higginbotham Bros. & Co., LLC      | 288 W 2nd St                        | Colorado City | TX | 79512-6002 | 325-728-2648 |
| Jace Mattinson          | Higginbotham Bros. & Co., LLC      | 1305 S Rice St                      | Hamilton      | TX | 76531-5000 | 254-386-3212 |
| Jace Mattinson          | Higginbotham Bros. & Co., LLC      | 1210 E Broadway St                  | Sweetwater    | TX | 79556-4720 | 325-235-2542 |
| Jace Mattinson          | Higginbotham Bros. & Co., LLC      | 1001 E Milam St                     | Mexia         | TX | 76667-2502 | 254-472-4000 |
| Jace Mattinson          | Higginbotham Bros. & Co., LLC      | 530 E Main St                       | Midlothian    | TX | 76065-3309 | 972-723-5665 |
| Jace Mattinson          | Higginbotham Bros. & Co., LLC      | 1400 S Commercial Ave               | Coleman       | TX | 76834-5014 | 925-625-2124 |
| Hammad A Choudhry       | Ace Hardware Schulenburg LLC       | 210 Heinrich Street                 | Schulenburg   | TX | 78956-1618 | 979-743-7077 |
| Linda Durham            | All Seasons Ace LLC                | 12764 Interstate 45 N               | Willis        | TX | 77378-6986 | 936-755-4440 |
| Jeremy French           | Main Street Hardware Ennis, LLC    | 201 SW Main St                      | Ennis         | TX | 75119-4762 | 972-875-2721 |
| Melissa Mockros         | K and M Hardware of Kingwood, LLC  | 4540 Kingwood Dr                    | Kingwood      | TX | 77345-2600 | 281-913-5565 |
| John Lott               | Lott Sales Company, Inc.           | 800 Avenue F NW                     | Childress     | TX | 79201-3516 | 940-937-2002 |
| Larry Strunk            | The Brazos Mercantile Co.          | 2840 Village Rd                     | Granbury      | TX | 76049-4192 | 817-886-7301 |
| David C Barker          | BBCO, LLC                          | 13450 Research Blvd                 | Austin        | TX | 78729      | 512-852-9300 |
| Andrew Kerman           | All Star 2 LLC                     | 10226 FM 1488                       | Magnolia      | TX | 77354-4757 | 346-518-0911 |
| Faisal Mechant          | Denison Ace Hardware LLC           | 815 W Crawford St                   | Denison       | TX | 75020-4456 | 903-337-1025 |
| Brent Dyson             | M&D Ace Partners, LLC              | 11916 Hwy TX-62                     | Orange        | TX | 77632      | 409-233-5083 |
| Laurie Birko            | YBH Enterprises, Inc.              | 6743 Camp Bowie Blvd                | Fort Worth    | TX | 76116-7112 | 817-900-3354 |
| Roger Lowe              | Pay and Save, Inc.                 | 17255 I-35                          | Dilley        | TX | 78017      | 830-965-1211 |
| Bobby Bright            | Builders Supply LLC                | 108 S Ave A                         | Kermit        | TX | 79745-4400 | 432-586-6618 |
| Jacob Fletcher          | Fletcher's Hardware, LLC           | 512 W FM 120                        | Pottsboro     | TX | 75076-7478 | 903-419-1040 |
| K Kyle Biedermann       | Harper Feed and Hardware LLC       | 897 S Ranch Road 783                | Harper        | TX | 78631-2029 | 830-864-4609 |
| Bobby Bright            | Bright's Bible Hardware LLC        | 333 Walnut St                       | Abilene       | TX | 79601-5919 | 325-673-8301 |
| Javier Casas            | L&J Casas Investments, LLC         | 3402 Lomas Del Sur Blvd             | Laredo        | TX | 78046      | 956-462-5444 |
| Jay Desai               | D2J Hardware LLC                   | 2100 W Dickinson Blvd               | Fort Stockton | TX | 79735-4102 | 432-336-3070 |
| Ali Virani              | Garland Ace Hardware LLC           | 1418 W Buckingham Rd                | Garland       | TX | 75042-4201 | 214-440-2989 |
| Karen Keith             | Keith Properties, Inc.             | 402 Church Ave                      | Troy          | TX | 76579-2705 | 254-566-9355 |
| Greg Shifflett          | Roosters Paint & Hardware, LLC.    | 300 West Palm Valley                | Round Rock    | TX | 78664-4235 | 512-294-2746 |
| Brent Dyson             | M&D Ace Partners, LLC              | 108 N Washington Ave                | Cleveland     | TX | 77327-3912 | 281-710-7115 |
| Roger Lowe              | Pay and Save, Inc.                 | 1119 E 1st St                       | Dumas         | TX | 79029-3337 | 806-935-9215 |
| Bobby Bright            | Van Alstyne Hardware LLC           | 330 E Van Alstyne Parkway PO Box 20 | Van Alstyne   | TX | 75495-2057 | 903-482-4084 |
| Roger M. Yale           | R2 ACE LLC                         | 4016 Nautical Cv                    | Little Elm    | TX | 75068-3109 | 214-893-9599 |
| Dennis O Stroebel       | Stroebel Food Stores, Inc.         | 903 Commercial Ave                  | Anson         | TX | 79501-3401 | 325-823-2004 |
| Karen Keith             | Keith Properties, Inc.             | 214 Walnut St                       | Hico          | TX | 76457-3205 | 254-795-1745 |
| Richard Lockley         | Wharton Feed & Supply, L.L.C.      | 3030 N Richmond Rd                  | Wharton       | TX | 77488-2008 | 979-532-8533 |
| Gladys Schiel           | Schiel Enterprise Inc.             | 513 E Main St                       | Bellville     | TX | 77418-1531 | 979-865-3674 |
| Eddie Cappleman         | Cappleman Enterprises, Inc.        | 200 Glen Flora Rd                   | Eagle Lake    | TX | 77434-2857 | 830-875-2485 |
| Mansoor Ali             | Ace Hardware Irving Inc            | 1105 W 6th St                       | Irving        | TX | 75060-3877 | 469-706-7774 |
| Keith Bassett           | Keith Bassett And Mark Bassett     | 2002 Broadway St                    | Galveston     | TX | 77550-4636 | 409-354-6573 |
| Hammad Choudhry         | Columbus Investment, LLC           | 2565 State Hwy 71                   | Columbus      | TX | 78934-9206 | 979-500-4010 |
| Kathleen LaBadie        | Labadieland LLC                    | 4951 E Interstate 20 Frontage Rd.   | Willow Park   | TX | 76087      | 817-457-6000 |
| James W. Gilfillan Jr.  | Gilfillan, Inc.                    | 1440 W 7th Ave                      | Corsicana     | TX | 75110-6369 | 903-872-5053 |
| Leslie Bradshaw         | PK Supply, LLC                     | 1740 Park Rd. 36 #4573              | Graford       | TX | 76449-4573 | 940-779-2929 |
| Jack Pizzitola          | Bacliff Ace, LLC                   | 607 Grand Ave                       | Bacliff       | TX | 77518-2228 | 281-339-1531 |
| Jack Pizzitola          | Uvalde Ace LLC                     | 1205 Uvalde Rd                      | Houston       | TX | 77015-3707 | 713-453-5473 |
| Greg LaFountain         | G&L General Store                  | 118 E Weaver Ave                    | Alvarado      | TX | 76009-4374 | 817-402-5150 |
| Kiran Lalani Bardai     | PK Rumisha LLC                     | 9320 Highway 6                      | Missouri City | TX | 77459-5131 | 000-000-000  |
| Jimmy Day               | Daystar Hardware, LLC              | 883 Sh 211                          | San Antonio   | TX | 78253      | 000-000-000  |
| Christopher Taylor      | World's Finest Nuts, LLC           | 1313 S Main St                      | Boerne        | TX | 78006-2821 | 830-446-2545 |
| Rick Tapp               | RL Capital Ventures Inc            | 18020 FM 529 Rd                     | Cypress       | TX | 77433-1168 | 281-855-6801 |
| Karen Keith             | Keith Properties, Inc.             | 1808 Avenue D                       | Moody         | TX | 76557      | 000-000-0000 |
| Raford Hargrove         | Fisher Hardware Store, LLC         | 108 W Sammy Baugh Ave               | Rotan         | TX | 79546-4524 | 000-000-000  |
| Ronald O. Rehkopf       | Rehkopf Enterprises, Inc.          | 800 N Kings Hwy                     | Wake Village  | TX | 75501-5762 | 903-832-7001 |
| Aheed Khan              | Beltex Private Equity Group LLC    | 9001 Spring Cypress Rd              | Spring        | TX | 77379-3030 | 281-251-0100 |
| Stephen Braly           | Bralys Hardware, LLC               | 222 S Ragsdale St                   | Jacksonville  | TX | 75766-4954 | 000-000-000  |
| Luis Ortega             | Five Points Hardware, LLC          | 7790 Alabama St                     | El Paso       | TX | 79904-3136 | 000-000-000  |
| Amin Jivani             | Texarkana Ace Hardware LLC         | 3411 Richmond Rd                    | Texarkana     | TX | 75503-0706 | 903-838-0059 |

| Owner Name         | Legal Name                           | Street                     | City            | St | Zip Code   | Phone #      |
|--------------------|--------------------------------------|----------------------------|-----------------|----|------------|--------------|
| Darrin Hill        | Horizon City Ace Hardware LLC        | 351 S Darrington Rd        | Horizon City    | TX | 79928-7448 | 970-318-8955 |
| Kris Camp          | Ace Hardware of Olney LLC            | 1105 W Main St             | Olney           | TX | 76374-1623 | 000-000-000  |
| Brent Dyson        | M&D Ace Partners, LLC                | 12458 Eagle Drive          | Mont Belvieu    | TX | 77523      | 409-842-2731 |
| Eric Johansson     | EJ2, Inc.                            | 4392 US Highway 190 W      | Livingston      | TX | 77351-8712 | 000-000-000  |
| Joseph Jeffries    | Westlake Hardware, Inc.              | 20700 State Highway 71 W   | Spicewood       | TX | 78669-6129 | 512-369-3328 |
| Joseph Jeffries    | Westlake Hardware, Inc.              | 166 Hargraves, Suite B100  | Belterra        | TX | 78737-4823 | 512-828-3510 |
| Joseph Jeffries    | Westlake Hardware, Inc.              | 3663 Bee Caves Rd          | Rolling Hills   | TX | 78746-5392 | 512-369-3328 |
| Joseph Jeffries    | Westlake Hardware, Inc.              | 718 W 29th St              | Austin          | TX | 78705-3666 | 512-369-3328 |
| Bobby Bright       | Bright's Hardware Sherman LLC        | 220 Sunset Blvd Ste 220-E  | Sherman         | TX | 75092-7466 | 000-000-00   |
| Ryan Reid          | Sinton's True Value LLC              | 105 W Sinton St            | Sinton          | TX | 78387-2552 | 361-364-4636 |
| Karen Keith        | Keith Properties, Inc.               | 18 S Pea Ridge Rd          | Temple          | TX | 76502-5035 | 000-000-0000 |
| Michael Arnett     | Brookshire Grocery Company           | 610 Hutchins Ave           | Ballinger       | TX | 76821-5720 | 325-365-2415 |
| Llean Urban        | KC & Company, Inc.                   | 1302 Pena St               | Carrizo Springs | TX | 78834-3634 | 830-876-3229 |
| Alan Walter        | Rhome Hardware, LLC                  | 250 W BC Rhome Ave         | Rhome           | TX | 76078-3761 | 000-000-000  |
| Lyle Larsen        | LARSENS ACE HARDWARE INC.            | 1155 S Highway 118         | Richfield       | UT | 84701-3116 | 435-896-8455 |
| Jason Hurst        | Hurst Stores Incorporated            | 160 N Bluff St             | Saint George    | UT | 84770-4549 | 435-673-6141 |
| Curtis Anderson    | RASMUSSEN FURNITURE & HARDWARE, INC  | 435 S Main                 | Gunnison        | UT | 84634      | 435-528-7513 |
| Bruce Curtis       | COURTESY HARDWARE                    | 126 E Main St              | Delta           | UT | 84624-8497 | 435-864-2784 |
| Craig James Smith  | SMITH & EDWARDS COMPANY              | 3936 N Highway 126         | Ogden           | UT | 84404      | 801-731-1120 |
| Buck Hurst         | HURST SALES CORPORATION              | 489 W State St             | Hurricane       | UT | 84737-1969 | 435-635-4449 |
| Alan Roper         | ROPER LUMBER COMPANY                 | 95 N Main St               | Fillmore        | UT | 84631-4507 | 435-743-5194 |
| Julie Hurst        | HURST COMPANY                        | 165 S Main St              | Cedar City      | UT | 84720-3338 | 435-865-9335 |
| Steve Allred       | ALLRED'S ACE HARDWARE, INC.          | 330 S Main St              | Pleasant Grove  | UT | 84062-2635 | 801-785-2221 |
| Kenneth Turner     | TURNER LUMBER OF MOAB, INC.          | 237 N 100 W                | Moab            | UT | 84532-2326 | 435-259-5165 |
| David Turner       | FSTSG CORPORATION                    | 565 E Main St              | Vernal          | UT | 84078-2701 | 435-789-3581 |
| David Turner       | FSTSG CORPORATION                    | 300 E Lagoon St            | Roosevelt       | UT | 84066-2800 | 435-722-3301 |
| Fred Hale          | Colonial Building Supply, L.L.C.     | 530 N 400 W                | Centerville     | UT | 84014-1301 | 801-295-9471 |
| Dirk Labrum        | THE DIRK LABRUM CO., INC.            | 690 W Main St              | Vernal          | UT | 84078-2408 | 435-789-5071 |
| Michael Roueche    | ROUECHE'S HARDWARE, INC.             | 135 W 320 N                | Kaysville       | UT | 84037-1136 | 801-546-2689 |
| Patrick Jones      | P.C. JONES, INC.                     | 195 E Main                 | Castle Dale     | UT | 84513      | 435-381-2421 |
| Mark Stewart       | STEWART INVESTMENTS, INC.            | 245 W Highway 40           | Roosevelt       | UT | 84066-3710 | 435-722-0510 |
| Julie Hurst        | HURST COMPANY                        | 612 E 400 S                | Salt Lake City  | UT | 84102-2804 | 801-364-6567 |
| Julie Hurst        | HURST COMPANY                        | 737 S Main St              | Heber City      | UT | 84032-2402 | 435-654-0530 |
| Bryant Curtis      | TREMONTON HARDWARE, L.L.C.           | 250 E Main St              | Tremonton       | UT | 84337-1602 | 435-257-5034 |
| Mark Ridley        | Ridley's Family Markets, Inc.        | 780 E Main St              | Hyrum           | UT | 84319-1403 | 435-245-4455 |
| Steven G Allred    | Allred's Ace Hardware Lone Peak, Inc | 5353 Parkway East Dr       | Highland        | UT | 84003-3866 | 801-763-2221 |
| Penney Riches      | MELON VINE FOOD STORES, INC.         | 330 E Main St              | Green River     | UT | 84525      | 435-564-6562 |
| Denis Tanner       | KAMAS HARDWARE, INC.                 | 192 W 200 S Unit A         | Kamas           | UT | 84036-9099 | 435-783-2331 |
| John R Stokes      | STOKES SALEM INC.                    | 795 N State Road 198       | Salem           | UT | 84653-5665 | 801-722-9419 |
| Kent M Beckstrom   | BC 220 LLC                           | 220 N Main St              | Brigham City    | UT | 84302-2120 | 435-723-3999 |
| Moldenhauer Daniel | MMDA, LLC                            | 537 North Bear Lake Blvd   | Garden City     | UT | 84028      | 435-946-2279 |
| Frederick L Hale   | Colonial Building Supply, L.L.C.     | 380 E Pages Ln             | Centerville     | UT | 84014-2544 | 801-292-1471 |
| Mark Ridley        | Ridley's Family Markets, Inc.        | 4045 E Pony Express Pkwy   | Eagle Mountain  | UT | 84005-5512 | 801-789-4995 |
| Dallin Redd        | REDD, INC.                           | 82 S Main St               | Blanding        | UT | 84511-3741 | 435-678-2228 |
| Weston Winegar     | Winegars' Super Markets, Inc.        | 1080 W 300 N               | Clearfield      | UT | 84015-8732 | 801-774-9000 |
| Jaret Gordon       | Gordon's Hardware, Inc.              | 84 E Utah Ave              | Payson          | UT | 84651-2257 | 801-465-3722 |
| Jonathan Badger    | Badger Hardware LLC                  | 894 S Main St              | Smithfield      | UT | 84335-2302 | 435-754-7575 |
| Jeff Niederhauser  | JJ Nieder, Inc.                      | 6249 S Highland Dr         | Salt Lake City  | UT | 84121-2125 | 801-666-7513 |
| Craig James Smith  | Smith And Edwards Company            | 9010 S Redwood Rd          | West Jordan     | UT | 84088-6505 | 801-432-8370 |
| S. Neal Berube     | Macey's, Inc.                        | 1206 E Draper Pkwy         | Draper          | UT | 84020-9097 | 801-545-8928 |
| Phillip Ray Child  | P R Child, Inc.                      | 2556 N 400 E               | North Ogden     | UT | 84414-7243 | 801-823-2514 |
| S. Neal Berube     | Macey's Inc.                         | 5664 S 900 E               | Murray          | UT | 84121-1073 | 801-747-0639 |
| S. Neal Berube     | Macey's Inc.                         | 10303 S 1300 E             | Sandy           | UT | 84094-4681 | 801-327-0108 |
| Gf (Buck) Hurst    | Hurst Sales Corporation              | 607 S Mall Drive           | Saint George    | UT | 84790      | 435-673-1659 |
| Jonathon Badger    | Badger Hardware LLC                  | 763 N Redwood Rd Ste 100   | North Salt Lake | UT | 84054-2832 | 385-399-3662 |
| Richard Reese      | Standard Plumbing Supply Company, I  | 3915 W 4700 S              | Taylorsville    | UT | 84129-3452 | 385-297-8196 |
| Mark Stewart       | Stewart Hardware, L.L.C.             | 13342 S 5600 W             | Herriman        | UT | 84096-6789 | 801-890-4451 |
| Robert D. O Bray   | Macey's Inc.                         | 3981 S Wasatch Blvd        | Salt Lake City  | UT | 84124-2247 | 801-424-1414 |
| Jaret Gordon       | Gordon's Hardware Edgemont Inc       | 3067 N Canyon Rd           | Provo           | UT | 84604-3920 | 801-874-2455 |
| John P. Harris     | J&M Harris Investments, Inc.         | 3438 Bengal Boulevard      | Salt Lake City  | UT | 84121      | 801-683-0383 |
| Bruce Curtis       | Legacy Hardware, Inc.                | 159 N Main St              | Panguitch       | UT | 84759-0382 | 435-676-8722 |
| Scott Hymas        | Santaquin Market, Inc.               | 110 North 400 E            | Santaquin       | UT | 84655      | 801-925-4065 |
| Steven D. Strand   | Strand Ag Supply                     | 15 E 1900 S Feed Mill Road | Moroni          | UT | 84646      | 435-436-8225 |
| Richard Reese      | Standard Plumbing Supply Company, I  | 1890 S Redwood Rd          | Salt Lake City  | UT | 84104-5111 | 801-977-8100 |
| Jaret K. Gordon    | Gordon's Hardware Nephi, LLC         | 1174 N Main                | Nephi           | UT | 84648-1008 | 435-610-2444 |
| Steven G Allred    | Allred's Ace Hardware Orem, Inc.     | 1550 N State St            | Orem            | UT | 84057-2548 | 385-330-2221 |
| Roy Barrus         | Beaver Mountain Partners, LLC        | 1627 N Hwy 357             | Beaver          | UT | 84713-8012 | 435-438-5454 |
| Gf Buck Hurst      | Buck's Ace Santa Clara LLC           | 2220 Rachel Drive          | Santa Clara     | UT | 84765      | 435-673-3393 |
| Ben E Banks        | Six D Hardware Group, LLC            | 385 S Main St              | Ephraim         | UT | 84627-1315 | 435-283-4000 |
| Jason Hurst        | Hurst Company                        | 477 N 300 W                | Salt Lake City  | UT | 84103-1220 | 385-297-7670 |
| Steven Brent Helm  | Raising Helm, LLC                    | 7101 S Redwood Rd          | West Jordan     | UT | 84084-3422 | 385-529-0196 |
| Mark Ridley        | Ridley's Family Markets, Inc.        | 1557 E Eagle Mountain      | Eagle Mountain  | UT | 84005      | 801-789-4448 |
| Stuart J. Telford  | Telford Venture Holdings LLC         | 4335 Harrison Blvd         | Ogden           | UT | 84403-3103 | 801-452-6010 |
| Blane Smith        | Morgan Value, Inc.                   | 265 N State St             | Morgan          | UT | 84050-9569 | 801-829-4144 |
| Lee Bracken        | Brackens C&L Holdings Inc.           | 591 E Main St              | Enterprise      | UT | 84725      | 435-878-2251 |
| Darin Peirce       | Associated Retail Operations, Inc.   | 3151 Kilby Rd              | Park City       | UT | 84098-8309 | 435-200-0460 |

| Owner Name               | Legal Name                          | Street                         | City             | St | Zip Code   | Phone #      |
|--------------------------|-------------------------------------|--------------------------------|------------------|----|------------|--------------|
| Darin Peirce             | Associated Retail Operations, Inc.  | 720 W Price River Dr           | Price            | UT | 84501-2841 | 435-341-0266 |
| Jonathan Badger          | Badger Hardware LLC                 | 4935 Old Highway Rd Ste 1      | Mountain Green   | UT | 84050-9808 | 385-865-8700 |
| Jaret Gordon             | Gordon's Hardware Provo, LLC        | 1334 N State St                | Provo            | UT | 84604-2419 | 801-616-3091 |
| Jaret Gordon             | Gordons Hardware Spanish Fork, LLC  | 888 N 600 E                    | Spanish Fork     | UT | 84660-1312 | 801-465-3722 |
| Shane Brian              | Brian Farm Service Center, Inc.     | 33 E 300 S                     | Loa              | UT | 84747-7776 | 435-846-2438 |
| Carlton Cutchins         | C.L. CUTCHIN JR. INC.               | 1100 Armory Dr Ste 101         | Franklin         | VA | 23851-2457 | 757-562-3560 |
| Royce Rieve              | CHESTERFIELD TRADING CO. INCORPORAT | 9501 Jefferson Davis Hwy       | Richmond         | VA | 23237-4623 | 804-275-7848 |
| Albert Bonney            | ACE OF KEMPSVILLE INC.              | 5168 Singleton Way             | Virginia Beach   | VA | 23462-4230 | 757-499-7616 |
| Nancy Fisher             | ALLISON'S HOME IMPROVEMENT AND      | 3010 Northumberland Hwy        | Lottsburg        | VA | 22511-2716 | 804-529-7578 |
| Charles E Vaughan        | E.E. VAUGHAN & SON, INC.            | 200 Meredith St                | Lawrenceville    | VA | 23868-1821 | 434-848-4124 |
| John Digges              | Lakewood Ace Corporation            | 3531-33 Tidewater Dr           | Norfolk          | VA | 23509-1355 | 757-624-1795 |
| Dylan H Jones            | JONES WELDING CO.                   | 7545 Highway Fifty Eight       | Clarksville      | VA | 23927-3019 | 434-374-8629 |
| William Gravatt          | G & G MILFORD FARM SERVICE, INC.    | 17434 Gravatt Rd               | Milford          | VA | 22514-2128 | 804-633-6690 |
| John T Deaver            | JTD, Incorporated                   | 210 Monticello Ave             | Williamsburg     | VA | 23185-2815 | 757-229-1900 |
| Harrison W Phillips Sr   | JAXON'S INC.                        | 24270 Bennett St               | Parksley         | VA | 23421-2931 | 757-665-5023 |
| Wj Mills                 | ANGLE HARDWARE CO. INC.             | 330 Franklin St                | Rocky Mount      | VA | 24151-1611 | 540-483-5270 |
| Jeremy Ream              | DEAN HOME CENTER, INC.              | 300 S Stuart Ave               | Elkton           | VA | 22827-1534 | 540-298-9144 |
| John T Deaver            | JTD, Incorporated                   | 4511 John Tyler Hwy Ste L      | Williamsburg     | VA | 23185-2415 | 757-220-9362 |
| J Cahill                 | CAHILL, INC.                        | 1558 Fairystone Park Hwy       | Stanleytown      | VA | 24168-3044 | 276-629-2595 |
| Sonny Tudor              | TUDORS HARDWARE, INC.               | 1642 A Sparrow Rd              | Chesapeake       | VA | 23325-4028 | 757-366-9506 |
| Casey Adams              | KENBRIDGE SUPPLY COMPANY, INC.      | 311 Broad Street #846          | Kenbridge        | VA | 23944-2149 | 434-676-3555 |
| Sarah Pitkin             | DALE CITY HARDWARE, INC             | 4340 Dale Blvd                 | Dale City        | VA | 22193-2402 | 703-670-2139 |
| Robert B Traweek         | ASHLAND HARDWARE, INC.              | 105 N Washington Hwy           | Ashland          | VA | 23005-1621 | 804-798-2231 |
| Sarah Pitkin             | WOODBINE HARDWARE, INC              | 13418 Dumfries Rd              | Manassas         | VA | 20112-4746 | 703-791-7855 |
| Bill Miller JR           | MILLER HARDWARE, INC.               | 208 Centre Dr                  | Stephens City    | VA | 22655-2966 | 540-869-5700 |
| John T Deaver            | JTD, Incorporated                   | 12490 Warwick Blvd             | Newport News     | VA | 23606-3000 | 757-594-9890 |
| Norman Wenger            | ROCKINGHAM COOPERATIVE FARM BUREAU, | 1030 S High St                 | Harrisonburg     | VA | 22801-1604 | 540-434-9967 |
| Norman Wenger            | ROCKINGHAM COOPERATIVE FARM BUREAU, | 1000 W Broad St                | Waynesboro       | VA | 22980-4323 | 540-949-8229 |
| J Michael Cottingham     | Rommel Chesapeake, Inc.             | 4102 Lankford Hwy              | Exmore           | VA | 23350-2644 | 757-442-4900 |
| Deborah Ream             | DEAN HOME CENTER, INC.              | 203 3rd St                     | Grottoes         | VA | 24441-1526 | 540-249-5303 |
| John T Deaver            | JTD, Incorporated                   | 2098 Nickerson Blvd            | Hampton          | VA | 23663-1058 | 757-850-0544 |
| Michael J Cottingham     | ROMMEL HOLDINGS, INC.               | 6735 Maddox Blvd               | Chincoteague     | VA | 23336-2253 | 757-336-5808 |
| Barry Spain              | BHS, INC.                           | 3671 S Crater Rd               | Petersburg       | VA | 23805-9207 | 804-861-6700 |
| Craig Smith              | Smith Brothers Hardware Inc         | 10310-B Main St                | Fairfax          | VA | 22030-2410 | 703-359-4703 |
| Norman Wenger            | ROCKINGHAM COOPERATIVE FARM BUREAU, | 601 N Main Street              | Bridgewater      | VA | 22812-1629 | 540-828-2561 |
| Norman Wenger            | ROCKINGHAM COOPERATIVE FARM BUREAU, | 110 Wilson Ave                 | Monterey         | VA | 24465      | 540-468-2450 |
| Norman Wenger            | ROCKINGHAM COOPERATIVE FARM BUREAU, | 368 5th Ave                    | Timberville      | VA | 22853-9509 | 540-896-7017 |
| Graylend T Horn          | NORTHERN NECK ACE, LLC              | 96 School St                   | Kilmarnock       | VA | 22482      | 804-435-1242 |
| Norman Wenger            | ROCKINGHAM CO-OPERATIVE FARM BUREAU | 335 W Spring St                | Woodstock        | VA | 22664-1215 | 540-459-2172 |
| James R Megahan          | JCRM Incorporated                   | 114 Crofton Pl                 | Palmyra          | VA | 22963-3300 | 434-591-0670 |
| John T Deaver            | JTD, Incorporated                   | 7 Town Center Way              | Hampton          | VA | 23666-1999 | 757-864-0970 |
| Norman Wenger            | Rockingham Co-Operative Farm Bureau | 2589 Stuarts Draft Hwy         | Stuarts Draft    | VA | 24477-3154 | 540-337-2941 |
| Elizabeth McDade         | Courtland Hardware, LLC             | 9795 Courthouse Rd             | Spotsylvania     | VA | 22553-1915 | 540-834-2231 |
| Ernie Reeves             | Augusta Cooperative Farm            | 127 Irish Rd                   | Scottsville      | VA | 24590-3807 | 434-286-2521 |
| Wilson Whitmore          | Rockbridge Farmers Cooperative,     | 645 Waddell St                 | Lexington        | VA | 24450-2200 | 540-463-7381 |
| Douglas A Sims Jr        | C.E. Thurston & Sons, Inc.          | 5300 Lewis Rd                  | Sandston         | VA | 23150-1920 | 804-266-4040 |
| Gina M Schaefer          | The Cool Hardware Company, Inc.     | 809 S Washington St            | Alexandria       | VA | 22314-4220 | 703-566-7040 |
| Norman Wenger            | Rockingham Co-Operative Farm Bureau | 8649 Cloverdale Rd             | Troutville       | VA | 24175-7286 | 540-992-1001 |
| Graylend T Horn          | West Point Ace, LLC                 | 611 14th Street                | West Point       | VA | 23181      | 804-843-7230 |
| Norman Wenger            | Rockingham Co-Operative Farm Bureau | 455 E King St                  | Strasburg        | VA | 22657-2430 | 540-465-5182 |
| Douglas A Sims Jr        | C.E. Thurston & Sons, Inc.          | 3490 E Virginia Beach Blvd     | Norfolk          | VA | 23502-3123 | 757-855-7700 |
| Jeff Smith               | Twins Ace Arlington LLC             | 2001 Clarendon Blvd            | Arlington        | VA | 22201-2940 | 571-444-7703 |
| Graylend T Horn          | Middlesex Ace, LLC                  | 2707 General Puller Hwy        | Saluda           | VA | 23149-3112 | 804-776-5080 |
| Gordon Nelson            | White's Building Supply Inc.        | 255 Railroad Ave               | Keysville        | VA | 23947-3644 | 434-736-9000 |
| Charles Vance Overstreet | Northwest Hardware Company, Incorpo | 7650 Williamson Rd             | Roanoke          | VA | 24019-4341 | 540-777-1230 |
| Charles Vance Overstreet | Northwest Hardware Company, Incorpo | 520 Roanoke St                 | Christiansburg   | VA | 24073-3141 | 540-394-3311 |
| Charles Vance Overstreet | Northwest Hardware Company, Incorpo | 4697 Cleburne Blvd             | Dublin           | VA | 24084-4415 | 540-674-5100 |
| Charles Vance Overstreet | Northwest Hardware Company, Incorpo | 3647 Brambleton Ave SW         | Roanoke          | VA | 24018-3611 | 540-989-5245 |
| Charles Vance Overstreet | Northwest Hardware Company, Incorpo | 1188 Mica Rd                   | Ridgeway         | VA | 24148-3512 | 276-956-2002 |
| Charles Vance Overstreet | Northwest Hardware Company, Incorpo | 2303 Williamson Rd NE          | Roanoke          | VA | 24012-4833 | 540-362-1868 |
| Charles Vance Overstreet | Northwest Hardware Company, Incorpo | 2913 W Main St                 | Salem            | VA | 24153-2061 | 540-380-4607 |
| Charles Vance Overstreet | Northwest Hardware Company, Incorpo | 2113 E Washington Ave          | Vinton           | VA | 24179-4615 | 540-890-5010 |
| Charles Vance Overstreet | Northwest Hardware Company, Incorpo | 432 E Ridgeway St              | Clifton Forge    | VA | 24422-1327 | 540-862-5656 |
| Charles P. Overstreet    | Overstreet Hardware, Inc.           | 2650 Lakeside Dr               | Lynchburg        | VA | 24501-6921 | 434-385-5150 |
| Charles P. Overstreet    | Overstreet Hardware, Inc.           | 15097 Forest Rd                | Forest           | VA | 24551-3900 | 434-616-2989 |
| Norman Wenger            | Rockingham Co-Operative Farm Bureau | 241 Lee Hwy                    | Verona           | VA | 24482-2500 | 540-248-2223 |
| Cynthia Tudor            | American Hardware, Inc.             | 1204 S Military Hwy            | Chesapeake       | VA | 23320-2209 | 757-424-9000 |
| John T. Deaver           | JTD, INCORPORATED                   | 4914 George Washington Mem Hwy | Grafton          | VA | 23692-2769 | 757-898-3040 |
| GraylendT Horn           | Warsaw Ace, LLC                     | 19 Main St                     | Warsaw           | VA | 22572-4200 | 804-333-4676 |
| Robert B Traweek         | Mechanicsville Hardware LLC         | 7026 Mechanicsville Tpke       | Mechanicsville   | VA | 23111-7101 | 804-244-5211 |
| Morgan Nelson            | S.B. Cox Ready Mix, Inc.            | 865 W Main St                  | Smithfield       | VA | 23430-1037 | 757-357-4367 |
| Barry Spain              | BamCam, Inc.                        | 27 Dunlop Vlg.                 | Colonial Heights | VA | 23834-1772 | 804-766-4223 |
| Michael J Costello       | Bellmore Home Center, Inc.          | 251 W Lee Hwy                  | Warrenton        | VA | 20186-2093 | 540-347-2499 |
| Michael J. Costello      | Bellmore Home Center, Inc.          | 11475 Ridge Rd                 | King George      | VA | 22485-4078 | 540-775-5994 |
| Michael J. Costello      | Bellmore Home Center, Inc.          | 535 Euclid Ave                 | Colonial Beach   | VA | 22443-1907 | 804-224-8996 |
| Charles Vance Overstreet | Northwest Hardware Company, Incorpo | 110 Inge Street                | Blackstone       | VA | 23824      | 434-292-7208 |

| Owner Name               | Legal Name                          | Street                              | City              | St | Zip Code   | Phone #      |
|--------------------------|-------------------------------------|-------------------------------------|-------------------|----|------------|--------------|
| John T Deaver            | JTD, Incorporated                   | 9321 Pocahontas Trl                 | Providence Forge  | VA | 23140-3403 | 804-966-9076 |
| Sarah Pitkin             | Locust Grove Hardware, Inc.         | 4408 Germanna Hwy                   | Locust Grove      | VA | 22508-2010 | 540-972-1906 |
| Dan Glei                 | FC Ace, LLC                         | 1247 Old Euclid Ctr                 | Bristol           | VA | 24201-3852 | 276-285-6305 |
| Graylend T Horn          | Gloucester Ace, Inc.                | 7307 John Clayton Memorial Hwy      | Gloucester        | VA | 23061-5392 | 804-654-8010 |
| Michael J. Costello      | Belmore Home Center, Inc.           | 801 E Main St                       | Purcellville      | VA | 20132-3131 | 540-254-5500 |
| Charles Vance Overstreet | Northwest Hardware Company, INC     | 801 Kabrich St                      | Blacksburg        | VA | 24060-3342 | 540-418-4913 |
| Ronak Parikh             | Bolster NQ Hardware, LLC            | 11739 Moneta Rd                     | Moneta            | VA | 24121-5717 | 540-297-5558 |
| Dan Glei                 | FC ACE, LLC                         | 795 N Main St                       | Marion            | VA | 24354-3403 | 276-265-6000 |
| Sarah Pitkin             | Rice Hardware, Inc.                 | 9124 Mathis Ave                     | Manassas          | VA | 20110-5287 | 703-361-3141 |
| William E Aubuchon IV    | W. E. AUBUCHON CO., INC.            | 7934 Fort Hunt Rd                   | Alexandria        | VA | 22308-1249 | 703-765-1555 |
| Gregory Beasley          | Riverside Ace LLC                   | 124 Trade Street                    | Danville          | VA | 25451      | 434-792-2026 |
| Sean Ploskina            | Bill's Hardware, Inc.               | 2213 N Buchanan St                  | Arlington         | VA | 22207-2526 | 703-524-2503 |
| Dan Glei                 | FC ACE, LLC                         | 120 Cook St                         | Abingdon          | VA | 24210-3203 | 276-628-2053 |
| Dan Glei                 | FC Ace, LLC                         | 1094 E Main St                      | Lebanon           | VA | 24266-5012 | 276-794-6039 |
| DAN Glei                 | FC ACE, LLC                         | 425 E Stuart Drive                  | Galax             | VA | 24333      | 000-000-0000 |
| Charles Vance Overstreet | Northwest Hardware Company, Incorpo | 401 E Main St                       | Louisa            | VA | 23093-6518 | 540-967-2827 |
| Graylend T Horn          | Hayes Ace, INC.                     | 2348 George Washington Memorial Hwy | Hayes             | VA | 23072-3554 | 804-436-3745 |
| Faizal Thobani           | Astera Investments Corp.            | 264 Cedar Ln SE                     | Vienna            | VA | 22180-6613 | 000-000-0000 |
| Madeline Questell        | Banbury Hardware, LLC               | 220 Byrd St                         | Orange            | VA | 22960-1607 | 000-000-0000 |
| Tammy Edwards            | Windsor Hardware & Supply Co        | 5 Joyner Ave                        | Windsor           | VA | 23487-9447 | 757-242-6123 |
| Howard Manosh            | COUNTRY GARDEN AND HOME CENTER, INC | 85 Center Rd                        | Morrisville       | VT | 05661-8585 | 802-888-3177 |
| Todd Goulette            | REYNOLDS & SON, INC.                | 47 Bridge St                        | South Barre       | VT | 05670      | 802-479-0101 |
| Daniel Fraser            | FRASER'S GENERAL STORE, INC.        | 319 Main St                         | Norwich           | VT | 05055-9453 | 802-649-1602 |
| Scott Larson             | G M SUPPLY CO., INC.                | 427 Route 4A W                      | Bomoseen          | VT | 05732      | 802-468-5676 |
| Richard Brothers         | BISBEE'S HARDWARE, INC.             | 109 Mad River Green                 | Waitsfield        | VT | 05673-7297 | 802-496-3635 |
| Richard Green            | RIG RENTALS, INC.                   | 6 Railroad St                       | Enosburg Falls    | VT | 05450      | 802-933-7500 |
| Reno Gervais             | GERVAIS HARDWARE, INC.              | 62 Cross St                         | Island Pond       | VT | 05846      | 802-723-6138 |
| J Lang Durfee            | BETHEL MILLS, INC.                  | 839 VT Route 12 S                   | Randolph          | VT | 05060-9617 | 802-728-9531 |
| Robert Nelson            | NELSON HARDWARE, INC.               | 188 N Main St                       | Barre             | VT | 05641-4124 | 802-476-5700 |
| Robert A Noble III       | NOBLE LONDON, INC.                  | 261 N Main St                       | Rutland           | VT | 05701-2414 | 802-773-2758 |
| Gordon Winters           | ST ALBANS ACE HARDWARE, LLC.        | 109 N Main St                       | Saint Albans      | VT | 05478-1669 | 802-527-7007 |
| Jaimie Rawson            | Rawson Five Ventures, Inc           | 5700 Rte 100 #C18                   | Londonderry       | VT | 05148      | 802-824-3926 |
| Christopher Mask         | MASK CORP.                          | 430 Mountain Rd                     | Stowe             | VT | 05672-4628 | 802-253-7205 |
| J Lang Durfee            | BETHEL MILLS, INC.                  | 11 Grove St                         | Brandon           | VT | 05733-1001 | 802-247-6000 |
| Gordon Winters           | MILTON ACE HARDWARE, LLC            | 5 Southerberry Dr                   | Milton            | VT | 05468-4537 | 802-893-4100 |
| Gordon A Winters         | Jerihill Hardware                   | 249 VT Route 15                     | Jericho           | VT | 05465-9641 | 802-899-1277 |
| Darrell E. Sherburn      | Lincoln Maples Hardware, Inc.       | 1 River Rd                          | Bondville         | VT | 05340      | 802-787-7907 |
| Gordon A. Winters        | City Hardware, LLC                  | 156 College St                      | Burlington        | VT | 05401-8423 | 802-651-8355 |
| Gordon Winters A         | Winters Lumber, Inc.                | 25 Memorial Way                     | Swanton           | VT | 05488      | 802-868-2690 |
| J Lang Durfee            | Bethel Mills, INC.                  | 975 Lower Plain                     | Bradford          | VT | 05033-9295 | 802-222-5280 |
| J Lang Durfee            | Bethel Mills, INC.                  | 301 US Route 5 S                    | Norwich           | VT | 05055-9431 | 802-649-2958 |
| J Lang Durfee            | Bethel Mills, INC.                  | 50 Lake Morey Rd                    | Fairlee           | VT | 05045-9824 | 802-333-4248 |
| Robert Noble             | Noble Landon, Inc                   | 51 Main St                          | Poultney          | VT | 05764-1204 | 802-287-5791 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 40 Main St                          | Montpelier        | VT | 05602-2927 | 802-223-1700 |
| William E Aubuchon IV    | W. E. AUBUCHON CO., INC.            | 2745 US Route 5 N                   | Windsor           | VT | 05089-9492 | 802-674-9349 |
| William E Aubuchon IV    | W. E. AUBUCHON CO., INC.            | 142 Main St                         | Ludlow            | VT | 05149-1040 | 802-483-4100 |
| William E Aubuchon IV    | W. E. AUBUCHON CO., INC.            | 859 US-7                            | Middlebury        | VT | 05753      | 802-388-1400 |
| William E Aubuchon IV    | W. E. AUBUCHON CO., INC.            | 113 Monkton Rd Unit F               | Vergennes         | VT | 05491-8432 | 802-877-6700 |
| William E Aubuchon IV    | W. E. AUBUCHON CO., INC.            | 583 Broad St                        | Lyndonville       | VT | 05851-5601 | 802-626-5461 |
| William E Aubuchon IV    | W. E. AUBUCHON CO., INC.            | 3626 VT Route 14                    | South Royalton    | VT | 05068-5439 | 802-763-8140 |
| William E Aubuchon IV    | W. E. AUBUCHON CO., INC.            | 68 West St                          | Bristol           | VT | 05443-1225 | 802-453-3617 |
| William E Aubuchon IV    | W. E. AUBUCHON CO., INC.            | 1131 Depot St                       | Manchester Cente  | VT | 05255-4537 | 802-362-7000 |
| William E Aubuchon IV    | W. E. AUBUCHON CO., INC.            | 16 Mason Dr Ste 2                   | Waterbury         | VT | 05676-6009 | 802-244-7800 |
| William E Aubuchon IV    | W. E. AUBUCHON CO., INC.            | 4879 VT Route 15                    | Jeffersonville    | VT | 05464-9730 | 802-644-8257 |
| William E Aubuchon IV    | W. E. AUBUCHON CO., INC.            | 22 Commerce St                      | Hinesburg         | VT | 05461-9303 | 802-445-5514 |
| William B Aubuchon IV    | W. E. AUBUCHON CO., INC.            | 50 Shelburne Shopping Park          | Shelburne         | VT | 05482-7488 | 802-985-3349 |
| William E Aubuchon IV    | W. E. AUBUCHON CO., INC.            | 222 Hastings Hl                     | Saint Johnsbury   | VT | 05819-1175 | 802-748-4400 |
| William E Aubuchon IV    | W. E. AUBUCHON CO., INC.            | 222 Junction Rd                     | Hardwick          | VT | 05843      | 802-472-6600 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 182 Main St                         | Brattleboro       | VT | 05301-2837 | 802-257-4566 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 362 River St                        | North Springfield | VT | 05150-9745 | 802-886-2288 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 1127 North Ave                      | Burlington        | VT | 05408-2757 | 802-862-6068 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 452 Woodstock Rd                    | Woodstock         | VT | 05091-9759 | 802-457-3291 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 1961 Williston Rd                   | South Burlington  | VT | 05403-6039 | 802-864-1847 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 713 W Lakeshore Dr                  | Colchester        | VT | 05446-1305 | 802-863-4910 |
| William E Aubuchon IV    | W.E. Aubuchon Co., Inc.             | 15 Essex Way                        | Essex Junction    | VT | 05452-3384 | 802-879-0249 |
| Patrick Kelly            | KELLY'S HARDWARE INC.               | 128 East Woodin Avenue              | Chelan            | WA | 98816      | 509-682-2815 |
| Robert Thompson          | Lincoln Creek Lumber Company        | 1621 Harrison Ave                   | Centralia         | WA | 98531-4532 | 360-736-8261 |
| Paul Sety                | F.L. SETY, INC.                     | 301 E Main Ave Suite 256            | Chewelah          | WA | 99109      | 509-935-8585 |
| Charles Grigg            | GRIGG ENTERPRISES INC.              | 801 W Columbia St                   | Pasco             | WA | 99301-5534 | 509-547-0566 |
| Miles Barany             | GENERAL STORE INC.                  | 2424 N Division St                  | Spokane           | WA | 99207-2124 | 509-444-8005 |
| Bruce Paul               | FORKS OUTFITTERS                    | 950 S Forks Ave                     | Forks             | WA | 98331-9173 | 360-374-6161 |
| Brandon Wright           | STAN'S MERRY MART, INC.             | 733 S Wenatchee Ave                 | Wenatchee         | WA | 98801-3071 | 509-662-5858 |
| Rob Wilson               | MERRILL MAURICE INC.                | 2420 32nd Ave W                     | Seattle           | WA | 98199-3202 | 206-282-1916 |
| Randall T. Burgess       | Saltchuck Mercantile, Inc.          | 1720 Q Ave                          | Anacortes         | WA | 98221-2300 | 360-293-3535 |
| Taylor Jones             | ARLINGTON HARDWARE & LUMBER, INC.   | 215 N Olympic Ave                   | Arlington         | WA | 98223-1336 | 360-435-5523 |
| Alan Gann                | CGM, INC.                           | 101 Armory Ave                      | Okanogan          | WA | 98840-9432 | 509-422-6166 |

| Owner Name            | Legal Name                          | Street                      | City              | St | Zip Code   | Phone #      |
|-----------------------|-------------------------------------|-----------------------------|-------------------|----|------------|--------------|
| Karen Clements        | BUD'S LUMBER SUPPLY, INC.           | 220 Robert Bush Drive       | South Bend        | WA | 98586      | 360-875-6507 |
| Robert B. Thompson Jr | Lincoln Creek Lumber Company        | 370 NW State Ave            | Chehalis          | WA | 98532-1638 | 360-748-8848 |
| John W Young          | THE STEWART LUMBER COMPANY          | 1761 Rainier Ave S          | Seattle           | WA | 98144-4553 | 206-324-5000 |
| Micheal Walker        | EVERGREEN STORES, INC.              | 950 State Route 20          | Winthrop          | WA | 98862      | 509-996-2150 |
| Neil Gray             | GRAY LUMBER COMPANY                 | 3800 6th Ave                | Tacoma            | WA | 98406-4904 | 253-752-7000 |
| Alan Gann             | CGM, INC.                           | 58 Horizon Flats Rd         | Winthrop          | WA | 98862-8400 | 509-996-2264 |
| Don Droz              | SWAINS GENERAL STORE INC.           | 602 E 1st St                | Port Angeles      | WA | 98362-3304 | 360-452-2357 |
| Stephen R. Buck       | BUCK ELECTRIC, INC.                 | 641 Point Brown Ave NW      | Ocean Shores      | WA | 98569-9654 | 360-289-2888 |
| Thomas Weaver         | GRANGE SUPPLY, INC.                 | 145 NE Gilman Blvd          | Issaquah          | WA | 98027-2904 | 425-392-6469 |
| Rob Russell           | SUNNYSIDE HARDWARE, INC.            | 615 Yakima Valley Hwy       | Sunnyside         | WA | 98944-1328 | 509-837-6401 |
| Ed Kaptein            | E.C. KAPTEIN, INC.                  | 1420 Riverside Dr           | Mount Vernon      | WA | 98273-2442 | 360-428-6977 |
| Steven T Mikami       | Kanamono Inc.                       | 635 High School Rd NE       | Bainbridge Island | WA | 98110-1620 | 206-842-9901 |
| Robert Thompson       | Lincoln Creek Lumber Company        | 2421 93rd Ave SW            | Tumwater          | WA | 98512-1027 | 360-956-9147 |
| Diane Ellingson       | JIM-J. INC.                         | 1609 Main St                | Freeland          | WA | 98249-9911 | 360-331-6799 |
| Ryan Kester           | Dajon, Inc.                         | 324 S Whitcomb Ave          | Tonasket          | WA | 98855-8824 | 509-486-2105 |
| Barry Folsom          | BARRY FOLSOM SR.                    | 610 S Main St               | Colfax            | WA | 99111-1722 | 509-397-4102 |
| Ronald Cox            | CARNATION LUMBER & HARDWARE, INC.   | 4521 Tolt Avenue PO Box 160 | Carnation         | WA | 98014-0160 | 425-333-4145 |
| John Sweeny           | JOHN SWEENEY                        | 114 A Alder Avenue N W      | Napavine          | WA | 98565      | 360-266-1112 |
| Kerry McCauley        | AG SUPPLY COMPANY OF WENATCHEE      | 220 Grant Rd                | East Wenatchee    | WA | 98802-5332 | 509-884-6647 |
| Del Garber            | MAR-DEL, INC                        | 4816 Point Fosdick Dr NW    | Gig Harbor        | WA | 98335-1711 | 253-858-6169 |
| Scott A McLendon      | Scott McLendons Hardware LLC        | 1692 SE Mile Hill Dr        | Port Orchard      | WA | 98366-3501 | 360-876-8018 |
| Brad Christianson Sr. | YAKIMA ACE HARDWARE, INC.           | 405 W Yakima Ave            | Yakima            | WA | 98902-3408 | 509-453-4725 |
| Dean Dettelsen        | MOUNTAIN LUMBER & HARDWARE, INC.    | 10430 Creek St SE           | Yelm              | WA | 98597-9685 | 360-458-5101 |
| Scott McLendon        | SCOTT MCLENDON'S FIRST OLYMPIC      | 51 NE State Route 300       | Belfair           | WA | 98528-8611 | 360-275-0113 |
| Arthur Ruggiero       | JANT GROUP II, INC.                 | 4416 S Regal St             | Spokane           | WA | 99223-7935 | 509-232-4223 |
| Evan Tozier           | TOZIER BROTHERS, INC.               | 110 Mill St                 | Shelton           | WA | 98584-1408 | 360-426-2411 |
| William B Gregg       | ASH & ROWAN HARDWARE, L.L.C.        | 1616 W Rowan Ave            | Spokane           | WA | 99205-5533 | 509-325-1882 |
| Arthur Ruggiero       | JANT GROUP II, INC.                 | 15405 E Sprague Ave         | Spokane Valley    | WA | 99037-9501 | 509-893-8733 |
| Charles Grigg         | GRIGG ENTERPRISES, INC.             | 1415 Geo Washington Way     | Richland          | WA | 99354-2601 | 509-946-0881 |
| Brad Christianson Sr. | YAKIMA ACE HARDWARE, INC.           | 401 S 40th Ave              | Yakima            | WA | 98908-3361 | 509-972-4400 |
| Neal Hansch           | Hansch's Ace Hardware, LLC          | 9807 224th St E Suite 118   | Graham            | WA | 98338-5704 | 253-262-2468 |
| Wayne K Kamitaki      | SEATTLE ACE, LLC                    | 14100 SE Petrovitsky Rd     | Renton            | WA | 98058-8932 | 425-793-0123 |
| Wayne K Kamitaki      | SEATTLE ACE, LLC                    | 400 Cooper Point Rd SW      | Olympia           | WA | 98502-8705 | 360-236-0093 |
| Wayne K Kamitaki      | SEATTLE ACE, LLC                    | 4601 NE Sunset Blvd         | Renton            | WA | 98059-4005 | 425-793-0323 |
| Wayne K Kamitaki      | SEATTLE ACE, LLC                    | 8123 Steilacoom Blvd SW     | Lakewood          | WA | 98498-6154 | 253-588-8586 |
| Brad Christianson Sr. | OAK CREEK ACE HARDWARE, LLC.        | 10400 US Highway 12         | Naches            | WA | 98937-8786 | 509-653-1294 |
| Charles Grigg         | GRIGG ENTERPRISES, INC.             | 103 Keene Rd                | Richland          | WA | 99352-8683 | 509-628-3618 |
| Kerry McCauley        | AG SUPPLY COMPANY OF WENATCHEE      | 1140 Basin St               | Ephrata           | WA | 98823      | 509-754-4638 |
| Brandon York          | HENDRICK'S HARDWARE, INC            | 1736 Front St               | Lynden            | WA | 98264-1261 | 360-354-2291 |
| Robert B. Thompson Jr | Lincoln Creek Lumber Company        | 771 S Market Blvd           | Chehalis          | WA | 98532-3419 | 360-345-1290 |
| Prudence Swann        | MUKILTEO HARDWARE LLC               | 12680 Mukilteo Speedway     | Mukilteo          | WA | 98275-5718 | 425-374-1771 |
| Kyung (Tom) Paik      | Hardware Right, LLC                 | 3040 NE 127th St            | Lake City         | WA | 98125-4415 | 206-363-1246 |
| William B Gregg       | FRANCIS AVENUE HARDWARE, LLC        | 808 W Francis Ave           | Spokane           | WA | 99205-6512 | 509-325-0555 |
| Janice D Oliva        | HI-SCHOOL PHARMACY, INC.            | 1355 Lewis River Rd         | Woodland          | WA | 98674-9692 | 360-225-6526 |
| Kerry McCauley        | AG SUPPLY COMPANY OF WENATCHEE      | 716 13th Ave SW-Bldg A      | Quincy            | WA | 98848-9490 | 509-787-8025 |
| Darren S Jones        | AgriShop, Inc.                      | 308 W Main St               | Auburn            | WA | 98001-4909 | 253-833-0870 |
| Therese Lancaster     | Orcas Island Hardware, LLC          | 421 N Beach Rd              | Eastsound         | WA | 98245-8927 | 360-376-3833 |
| Robert Mitchell       | MITCHELL HARDWARE, INC.             | 14903 4th Ave SW Ste 100    | Burien            | WA | 98166-1972 | 206-242-8700 |
| John Swoboda III      | NORTHSHORE VILLAGE ACE CORPORATION  | 35419 21st Ave SW           | Federal Way       | WA | 98023-3050 | 253-835-5052 |
| Darren S Jones        | AGRISHOP, INC.                      | 2012 S 12th St              | Tacoma            | WA | 98405-3004 | 253-272-9331 |
| Robert J Mitchell     | MITCHELL HARDWARE WESTGATE, INC.    | 2675 N Pearl St             | Tacoma            | WA | 98407-2416 | 253-752-2000 |
| Randall T Burgess     | Saltchuck Mercantile, Inc.          | 340 Argyle Ave              | Friday Harbor     | WA | 98250-9556 | 360-378-4622 |
| Robert D Heater       | RITZVILLE HARDWARE, LLC             | 108 W First Avenue          | Ritzville         | WA | 99169-2315 | 509-659-0381 |
| Steven B Downen       | EASTSIDE OUTFITTERS INC.            | 100 W 1st St                | Cle Elum          | WA | 98922-1106 | 509-674-7104 |
| Steven B Downen       | EASTSIDE OUTFITTERS INC.            | 811 W Davis St              | Cle Elum          | WA | 98922-1086 | 509-674-2700 |
| Charles F Grigg       | GRIGG ENTERPRISES, INC.             | 2831 W Kennewick Ave        | Kennewick         | WA | 99336-2927 | 509-987-1124 |
| John Crawford         | JC HARDWARE, INC.                   | 2515 Main St                | Vancouver         | WA | 98660-2649 | 360-699-0589 |
| John Crawford         | JCHL CORPORATION                    | 13009 NE Highway 99 Ste 101 | Vancouver         | WA | 98686-2307 | 360-574-6624 |
| Tom Boland            | Skagit Farmers Supply               | 915 Moore St                | Sedro Woolley     | WA | 98284-9426 | 360-856-6567 |
| Tyler Myers           | Cedar Plaza Hardware, L.L.C.        | 22803 44th Ave W            | Mountlake Terrace | WA | 98043-5032 | 425-776-2117 |
| Tyler Myers           | Seattle 4th Ave Hardware, L.L.C.    | 1915 4th Ave                | Seattle           | WA | 98101-1106 | 206-454-7999 |
| Tyler Myers           | Camano Plaza Hardware, L.L.C.       | 370 NE Camano Dr            | Camano Island     | WA | 98282-7279 | 360-387-4429 |
| Thomas Jarms          | Jarms Hardware Inc.                 | 6 Cheney Spokane Rd         | Cheney            | WA | 99004-2050 | 509-235-4410 |
| Miles Barany          | Argonne Hardware LLC                | 1330 N Argonne Rd           | Spokane Valley    | WA | 99212-2611 | 509-868-0607 |
| Robert Mitchell       | Mitchell Hardware Normandy Park Inc | 19901 1st Ave S Ste 402     | Normandy Park     | WA | 98148-2411 | 206-824-2288 |
| Steven J Oliva        | Hi School Pharmacy, Inc.            | 1605 W Main St              | Battle Ground     | WA | 98604-4370 | 360-702-0123 |
| Kerry McCauley        | Ag Supply Company of Wenatchee      | 3506 Kitsap Way             | Bremerton         | WA | 98312-2640 | 360-377-0928 |
| Loren Carlson         | Orchards Feed, LLC                  | 10902 NE Rosewood Ave       | Vancouver         | WA | 98662      | 360-892-3001 |
| John Edward Yates     | Vashon Mercantile Company           | 9750 SW Bank Rd             | Vashon            | WA | 98070-4982 | 206-463-3852 |
| Jeffrey A Cook        | Cook's Hardware, Inc.               | 1215 Bennett Ave            | Prosser           | WA | 99350-1413 | 509-786-1921 |
| Robert J. Mitchell    | Mitchell Hardware Parkland, Inc.    | 105 112th St S              | Parkland          | WA | 98444-5711 | 253-302-3621 |
| Bruce J Auld          | Auld Enterprises, Inc.              | 516 SE Chkalov Dr Ste 21    | Vancouver         | WA | 98683-5274 | 360-695-3403 |
| Steven J. Oliva       | Hi-School Pharmacy, Inc             | 250 E Jewett Blvd           | White Salmon      | WA | 98672-3000 | 509-493-8586 |
| David Allen           | D & K Allen, Inc.                   | 7200 W Nob Hill Blvd        | Yakima            | WA | 98908-1928 | 509-965-2622 |
| Tom Boland            | Skagit Farmers Supply               | 1000 23rd Avenue            | Oroville          | WA | 98844      | 509-560-7088 |
| Tyler Myers           | EDMONDS BOWL HARDWARE, LLC          | 550 5th Ave S               | Edmonds           | WA | 98020-3403 | 425-640-2313 |



| Owner Name            | Legal Name                          | Street                         | City             | St | Zip Code   | Phone #      |
|-----------------------|-------------------------------------|--------------------------------|------------------|----|------------|--------------|
| Jeremy Chambers       | Abenteuer Inc.                      | 625 Columbia St SW             | Olympia          | WA | 98501-1213 | 360-357-6659 |
| Brian Shook           | Brian Shook                         | 305 W McGraw St                | Seattle          | WA | 98119-2649 | 206-282-5000 |
| David Coulter         | Kirby Co.                           | 669 East Lincoln               | Tenino           | WA | 98589      | 360-264-5650 |
| Kerry McCauley        | Ag Supply Company of Wenatchee      | 601 S Pioneer Way              | Moses Lake       | WA | 98837-4801 | 509-707-0026 |
| Joseph Jeffries       | Westlake Hardware, Inc.             | 146 5th St                     | Raymond          | WA | 98577-2510 | 360-942-2427 |
| Joseph Jeffries       | Westlake Hardware, Inc.             | 201 Pacific Ave N PO Box 495   | Long Beach       | WA | 98631-0495 | 360-642-3166 |
| Joseph Jeffries       | Westlake Hardware, Inc.             | 220 N Boone St                 | Aberdeen         | WA | 98520-7613 | 360-538-6727 |
| Joseph Jeffries       | Westlake Hardware, Inc.             | 115 S Fourth St                | Elma             | WA | 98541-3201 | 360-482-2421 |
| Joseph Jeffries       | Westlake Hardware, Inc.             | 413 W Pioneer Ave              | Montesano        | WA | 98563-4316 | 360-249-4821 |
| Jeff Philipps         | Rosauers Supermarkets, Inc.         | 5912 Highway 291               | Nine Mile Falls  | WA | 99026-9525 | 509-281-7048 |
| Mathew D. Higgins     | COX HUI, INC.                       | 15320 Brown Ave NE PO Box 910  | Duvall           | WA | 98019-0910 | 425-788-5487 |
| Kyung (Tom) Paik      | Home Builders Center 1 LLC          | 9000 Holman Rd NW, Bldg B1     | Seattle          | WA | 98117-3418 | 206-659-4772 |
| Stace M. Heston       | Heston Hardware, Inc.               | 906 S Monroe St                | Spokane          | WA | 99204-3836 | 509-624-7711 |
| Paul Sety             | Wandermere Ace Hardware, LLC        | 12908 N Highway 395            | Spokane          | WA | 99218-5031 | 509-466-3228 |
| Craig Coppock         | IMPERO INC.                         | 249 E State St                 | Mossyrock        | WA | 98564      | 360-983-3333 |
| Brandon Wright        | Stan's Merry Mart Othello, Inc.     | 420 E Main St                  | Othello          | WA | 99344-1147 | 509-488-5667 |
| Amandeep Sood         | Colville Builders Inc               | 228 W 5th Ave                  | Colville         | WA | 99114-2108 | 509-684-4537 |
| Kyung Paik            | Hardware Right, LLC                 | 1815 N 45th St, Ste 112        | Seattle          | WA | 98103-6856 | 206-632-2290 |
| Brian Hutchinson      | South End Ace Hardware LLC          | 18707 Pacific Ave S            | Spanaway         | WA | 98387-8395 | 253-847-7211 |
| Kerry McCauley        | AG Supply Company of Wenatchee      | 811 Highway 97                 | Brewster         | WA | 98812      | 509-689-2423 |
| Joseph Jeffries       | Westlake Hardware, Inc.             | 330 Main Ave S                 | North Bend       | WA | 98045-8186 | 425-888-1242 |
| Kyung Paik            | Home Builders Center 1 LLC          | 4731 University Way North East | Seattle          | WA | 98105      | 206-659-9724 |
| Philippe Riad Boulous | Cedars Hardware Supply, LLC         | 5715 4th Ave PO Box 1389       | Ferndale         | WA | 98248-1389 | 360-656-6882 |
| William Bruce Gregg   | Sundance Hardware, LLC              | 8917 N Indian Trail Rd         | Spokane          | WA | 99208-9157 | 509-468-3282 |
| Joseph Jeffries       | Westlake Hardware, Inc.             | 17171 Bothell Way NE           | Lake Forest Park | WA | 98155-4204 | 206-838-3933 |
| Joseph Jeffries       | Westlake Hardware, Inc.             | 6613 132nd Ave NE              | Kirkland         | WA | 98033-8627 | 425-968-8784 |
| Corissa Welch         | CSW Businesses LLC                  | 108 S Granite Ave              | Granite Falls    | WA | 98252      | 360-691-6537 |
| John Mecham           | Maple Leaf Hardware, Incorporated   | 9000 Roosevelt Way NE          | Seattle          | WA | 98115-3044 | 206-522-3324 |
| Tyler Myers           | Oak Harbor Hardware, LLC            | 150 SE Pioneer Way             | Oak Harbor       | WA | 98277-5712 | 360-679-3533 |
| Joshua C. Fanning     | Royal City Ace Hardware Inc.        | 338 Camelia Street NE          | Royal City       | WA | 99357      | 509-331-7025 |
| Brian Hutchinson      | Hawks Prairie Ace Hardware, LLC     | 1401 Marvin Rd NE #201         | Lacey            | WA | 98516-5710 | 360-288-4333 |
| Bruce Barany          | GS4, LLC                            | 1425 N Liberty Lake Rd         | Liberty Lake     | WA | 99019-8522 | 509-816-3220 |
| David Coulter         | Kirby CO.                           | 24151 N US Highway 101         | Hoodsport        | WA | 98548-9482 | 360-877-9444 |
| Tyson Goodnight       | Goodnight Henson, Inc.              | 2800 Milton Way                | Milton           | WA | 98354-9383 | 253-340-8188 |
| Spencer Noecker       | Stanwood Ace Hardware, LLC          | 26477 72nd Ave NW              | Stanwood         | WA | 98292-6219 | 360-926-8711 |
| Spencer Noecker       | Everett Ace Hardware LLC            | 4835 Evergreen Way             | Everett          | WA | 98203-2830 | 425-610-4112 |
| Brandon Wright        | Ellensburg Hardware, Inc.           | 310 N Pearl St                 | Ellensburg       | WA | 98926-3364 | 509-925-2961 |
| Kerry McCauley        | Ag Supply Company of Wenatchee      | 11014 19th Ave SE Ste 100      | Everett          | WA | 98208-5121 | 425-224-4273 |
| Kerry McCauley        | Ag Supply Company of Wenatchee      | 13410 Meridian Ave E           | Puyallup         | WA | 98373-5627 | 253-693-9930 |
| Lauren Noecker        | Sequim Ace Hardware, LLC            | 232 Valley Center Pl           | Sequim           | WA | 98382-8270 | 360-301-7200 |
| Tyler Myers           | Lake Kathryn Supermarket LLC        | 14220 92nd Ave NW              | Gig Harbor       | WA | 98329-8710 | 252-857-5362 |
| Tyler Myers           | Lynnwood Hardware, LLC              | 19719 Hwy 99                   | Lynnwood         | WA | 98036-6039 | 425-672-0113 |
| Jared Sawyer          | JCSAW Hardware, LLC                 | 24 NE Second St                | Stevenson        | WA | 98648      | 509-427-5551 |
| Phillipe Riad Boulous | Cedars Hardware Supply LLC          | 1733 H St Suite 700            | Blaine           | WA | 98230-0700 | 360-255-7206 |
| Jared Sawyer          | JCSAW Hardware, LLC                 | 961 Wind River Hwy             | Carson           | WA | 98610-3401 | 509-724-3428 |
| Amir Yousuf           | THANVI, Inc.                        | 356 36th St                    | Bellingham       | WA | 98225-6580 | 360-933-4686 |
| Brad Christianson Sr  | Packwood Ace LLC                    | 104 Rainier Ave                | Packwood         | WA | 98361-5502 | 360-494-2131 |
| Dave Coulter          | Kirby Co.                           | 150 N Lake Cushman Rd          | Hoodsport        | WA | 98548-4525 | 360-890-5560 |
| Jeremy Chambers       | Sound Hardware of Washington, LLC   | 827 W 1st Ave                  | Toppenish        | WA | 98948-1156 | 509-865-4912 |
| Jeremy Chambers       | Sound Hardware of Lake Stevens LLC  | 303 91st Ave NE Ste B200       | Lake Stevens     | WA | 98258-2540 | 425-334-7630 |
| Brandon Wright        | Connell Hardware, Inc.              | 200 E Hawthorn St              | Connell          | WA | 99326      | 000-000-000  |
| Bruce Davis           | Junction Hardware, Inc.             | 4747 44th SW                   | Seattle          | WA | 98116-4401 | 206-932-0450 |
| David Coulter         | Kirby CO.                           | 3307 Evergreen Way             | Washougal        | WA | 98671      | 360-890-5560 |
| W David Riemer        | HARRIS ACE HARDWARE, LLP            | 200 S River St                 | Janesville       | WI | 53548-4754 | 608-755-6122 |
| W David Riemer        | HARRIS ACE HARDWARE, LLP            | 430 Broad St                   | Beloit           | WI | 53511-6223 | 608-365-7443 |
| Luann M Van Lanen     | MARQUART & SCHARSCHMIDT, INC.       | 1085 W Fond Du Lac St          | Ripon            | WI | 54971-9260 | 920-748-3360 |
| Jessica Eibner        | NELSONS OF EAGLE RIVER INC.         | 606 E Wall St                  | Eagle River      | WI | 54521      | 715-479-4496 |
| Matthew Elliott       | ELLIOTT HARDWARE INC.               | 15360 Watertown Plank Rd       | Elm Grove        | WI | 53122-2340 | 262-782-9000 |
| David Daane           | DAANE HARDWARE COMPANY, INC.        | 936 Center Ave                 | Oostburg         | WI | 53070-1354 | 920-564-2338 |
| James Meinecke        | MEINECKE ACE HARDWARE INC           | 5020 W Fond Du Lac Ave         | Milwaukee        | WI | 53216-1317 | 414-464-6420 |
| Harvey Neu            | NEU'S BUILDING CENTER, INC.         | N95W16915 Falls Pkwy           | Menomonee Falls  | WI | 53051-1436 | 262-251-6550 |
| Roger Boehlke         | Boehlke Hardware and Plumbing, Inc. | 10712 W Freistadt Rd           | Mequon           | WI | 53097-2502 | 262-242-3050 |
| Daniel Doegnitz       | Doegnitz Ace Hardware, LLC          | 115 Allen St                   | Random Lake      | WI | 53075-1819 | 920-994-9212 |
| Steve Noffke          | NOFFKE LUMBER INC.                  | 1525 Bowen St                  | Oshkosh          | WI | 54901-3041 | 920-235-3080 |
| Peter Walsh           | PARNELL J. WALSH, INC.              | 115 W Nebraska Street          | Muscoda          | WI | 53573      | 608-739-3175 |
| Robert Shepherd       | HARDWARE CENTER INC.                | 1398 Williamson St             | Madison          | WI | 53703-3757 | 608-257-1630 |
| Michael Reigel        | REIGEL ACE HARDWARE, INC.           | 1701 S Galvin Ave              | Marshfield       | WI | 54449-8407 | 715-387-3411 |
| Todd Boehmer          | BOEHMER'S ACE HARDWARE, INC.        | 225 Superior Ave               | Oconto           | WI | 54153-1547 | 920-834-3711 |
| Matthew Elliott       | ELLIOTT HARDWARE INC.               | 11003 W Oklahoma Ave           | West Allis       | WI | 53227-4031 | 414-545-7759 |
| Daniel D Hermesen     | HERMSEN'S HARDWARE, INC.            | 447 Canal Street               | Bloomington      | WI | 53804-0308 | 608-994-2707 |
| A Brazee              | BRAZEE INC                          | 516 N Commercial St            | Neenah           | WI | 54956-2623 | 920-722-1113 |
| William Carstens      | CARSTENS ACE HARDWARE, INC.         | 400 East Ann St                | Kaukauna         | WI | 54130      | 920-766-7773 |
| Steve Noffke          | NOFFKE LUMBER INC.                  | N315E County Road Qq           | Waupaca          | WI | 54981-9194 | 715-258-8101 |
| Terry Hellenbrand     | TERRY J. AND SUSAN E. HELLENBRAND   | 104 E Main St                  | Marshall         | WI | 53559-9397 | 608-655-3837 |
| Paul Rosenkranz       | C & R OF WISCONSIN INC.             | 429 E Washington St            | Slinger          | WI | 53086-9440 | 262-644-5244 |
| Peter Walsh           | PARNELL J. WALSH, INC.              | 1525 Bohmann Dr                | Richland Center  | WI | 53581-2967 | 608-647-8925 |

| Owner Name           | Legal Name                          | Street                            | City              | St | Zip Code   | Phone #      |
|----------------------|-------------------------------------|-----------------------------------|-------------------|----|------------|--------------|
| Matthew Elliott      | ELLIOTT HARDWARE, INC.              | 1268 Capitol Dr                   | Pewaukee          | WI | 53072-2580 | 262-695-8990 |
| W David Riemer       | HARRIS ACE HARDWARE, LLP            | 2720 E Milwaukee St               | Janesville        | WI | 53545-1361 | 608-755-6133 |
| Edward Swartz        | ACE HARDWARE OF APPLETON, INC.      | 500 E Northland Ave               | Appleton          | WI | 54911-2128 | 920-731-0500 |
| Monte Bullock        | Landmark Services Cooperative       | 420 2nd Ave E                     | Durand            | WI | 54736-1113 | 715-672-8313 |
| Mark Tomchek         | TOMCHEK, INC.                       | 212 E Sunset Dr                   | Waukesha          | WI | 53189-7602 | 262-542-5775 |
| Russell Kortendick   | KORTENDICK HARDWARE, INC.           | 3806 Douglas Ave                  | Racine            | WI | 53402-3229 | 262-639-4820 |
| David Genke          | LAKEWOOD HARDWARE AND LUMBER, INC.  | 17173 Saint Marys Rd              | Lakewood          | WI | 54138-9736 | 715-276-3308 |
| Roger Grebe          | GREBE'S INC.                        | 703 N 3rd Ave                     | Wausau            | WI | 54401-2965 | 715-675-2341 |
| Phil Thoma           | SAKEN, INC                          | 1081 Summit Ave                   | Oconomowoc        | WI | 53066-4457 | 262-567-8288 |
| Daniel Scholze       | SCHOLZE ACE HOME CENTER, INC.       | 133 County Road A                 | Black River Falls | WI | 54615-9209 | 715-284-4454 |
| Lowell Bostrom       | WOODRUFF HARDWARE, INC              | 1302 Highway 47                   | Woodruff          | WI | 54568-9488 | 715-356-3555 |
| Matthew Elliott      | ELLIOTT HARDWARE INC.               | S64W15732 Commerce Center Parkway | Muskego           | WI | 53150      | 414-422-9344 |
| Audra Bonner         | Gusick's Ace Hardware, LLC          | 508 Alma St                       | Pound             | WI | 54161-9702 | 920-591-1616 |
| Craig B Kimps        | KIMPS CORPORATION                   | 2548 Glendale Ave                 | Green Bay         | WI | 54313-6849 | 920-434-1079 |
| Donald Quicker       | SAV-RITE BUILDING CENTER LTD.       | N3599 Fairground Ave              | Neillsville       | WI | 54456-6561 | 715-743-3149 |
| Joan Le Donne        | J.A.A.M.M. INC.                     | N64W24330 Main St                 | Sussex            | WI | 53089-3035 | 262-246-3707 |
| Wilfred Chantelois V | WJC IV, Inc.                        | 202 Chieftain Street              | Osceola           | WI | 54020      | 715-294-3301 |
| Michael Knutson      | CUMBERLAND IMPLEMENT AND HARDWARE,  | 2421 Superior Ave                 | Cumberland        | WI | 54829-9210 | 715-822-8459 |
| Francis Graves       | BAYFIELD GENERAL HARDWARE COMPANY   | 125 S Broad St                    | Bayfield          | WI | 54814      | 715-779-3360 |
| Amy L Labott         | DOOR COUNTY HARDWARE CO             | 1225 Egg Harbor Rd                | Sturgeon Bay      | WI | 54235-1235 | 920-743-4417 |
| Robert Mathis        | MATHIS HARDWARE AND LUMBER, INC     | W7960 Amberg St                   | Amberg            | WI | 54102      | 715-759-5216 |
| W David Riemer       | HARRIS ACE HARDWARE OF BELOIT, INC. | 1878 Elmwood Ave                  | Beloit            | WI | 53511-2214 | 608-364-4111 |
| Paul Kalies          | KALIES HARDWARE INC.                | 1818 Wisconsin Ave                | Grafton           | WI | 53024-2439 | 262-377-1190 |
| Patrick Doyle        | DOYLE'S FARM & HOME, INC.           | 560 Deere Dr                      | New Richmond      | WI | 54017-1253 | 715-246-6184 |
| Richard Sternhagen   | BARNES HARDWARE L.L.C.              | 225 W North St                    | Adams             | WI | 53910-9307 | 608-339-6311 |
| Jay Mathys           | Mathys Hardware, Inc.               | 121 Pelco Dr                      | Darlington        | WI | 53530-9702 | 608-776-3729 |
| Zach Weathers        | NORTHLAND HARDWARE COMPANY, INC.    | 10637 Beal Ave                    | Hayward           | WI | 54843-6455 | 715-634-8700 |
| Norman Gerber        | STOUGHTON LUMBER COMPANY, INC.      | 3188 Deer Point Dr                | Stoughton         | WI | 53589-3768 | 608-873-4141 |
| Michael Weiske       | GREGGSON HARDWARE INC.              | 880 Cedar St                      | Baldwin           | WI | 54002-9353 | 715-684-3246 |
| W David Riemer       | HARRIS ACE HARDWARE, LLP            | 105 7 1/2 St                      | Monroe            | WI | 53566-1049 | 608-325-9188 |
| Andrew Scholbe       | HART BROTHERS, INC.                 | 26404 Oakridge Dr                 | Wind Lake         | WI | 53185-1402 | 262-895-7777 |
| Stefan Benson        | NORTHBOUND BUSINESS VENTURES        | 7435 Main St W                    | Webster           | WI | 54893-8207 | 715-866-8666 |
| Herbert Tennes       | TENNIES HARDWARE.INC.               | 112 S 5th Ave                     | West Bend         | WI | 53095-3302 | 262-338-2316 |
| Herbert Tennes       | TENNIES HARDWARE, INC.              | 900 Fond Du Lac Ave               | Kewaskum          | WI | 53040-9177 | 262-626-1584 |
| Michael Flammini     | JUNO, LLC                           | 1110 N Superior Ave               | Tomah             | WI | 54660-1126 | 608-372-4724 |
| Michael Flammini     | MINI, INC.                          | 2350 8th St S                     | Wisconsin Rapids  | WI | 54494-6157 | 715-421-1550 |
| Lowell Bostrom       | WESTON HARDWARE, INC.               | 2606 Schofield Ave                | Weston            | WI | 54476-2427 | 715-355-1500 |
| David Kratovil       | KRATOVIL HARDWARE INC               | 200 Commerce Ave                  | Cambridge         | WI | 53523-9133 | 608-423-4081 |
| James Meinecke       | VILLAGE ACE HARDWARE, INC.          | 6240 N Port Washington Rd         | Glendale          | WI | 53217-4310 | 414-961-1143 |
| David M Johnson      | RFA HARDWARE COMPANY, INC.          | 1163 N Main St                    | River Falls       | WI | 54022-8280 | 715-425-1775 |
| Luann M Van Lanen    | MARQUART & VAN LANEN, INC.          | 983 E Plaza Rd                    | Wautoma           | WI | 54982-7720 | 920-787-4911 |
| John Gerber          | ORFORDVILLE LUMBER, INC.            | 602 West Brodhead Street          | Orfordville       | WI | 53576      | 608-879-2000 |
| Peter Walsh          | PARNELL J. WALSH, INC.              | 4242 Mormon Coulee Rd             | La Crosse         | WI | 54601-7906 | 608-788-9950 |
| Karl Beth            | UNITED COOPERATIVE                  | 428 Third Ave                     | Pulaski           | WI | 54162-9039 | 920-822-3235 |
| Herbert Tennes       | TENNIES HARDWARE, INC.              | W194N16714 Eagle Dr               | Jackson           | WI | 53037-9797 | 262-674-1584 |
| Trygve A Solberg     | T.A. SOLBERG CO., INC.              | 238 S Courtney St                 | Rhineland         | WI | 54501-3354 | 715-420-1000 |
| Harry Gil            | H & C HARDWARE COMPANY, INC.        | 7240 S 76th St                    | Franklin          | WI | 53132-9041 | 414-525-4555 |
| Adam Hahn            | P.B. HAHN AND COMPANY, INC.         | 2945 State Road 83                | Hartford          | WI | 53027-9099 | 262-673-3200 |
| Sally Witt           | WITT'S FOODS, INC.                  | 214 N US Highway 141              | Crivitz           | WI | 54114-7476 | 715-854-2115 |
| Mark R Meinecke      | Village Outdoor Living Inc.         | 6075 N Green Bay Rd               | Glendale          | WI | 53209-3897 | 414-446-8441 |
| Susan Reget          | Premier Cooperative                 | 405 S Main St                     | Westby            | WI | 54667-1311 | 608-634-7330 |
| Adam Hahn            | P.B. Hahn and Company, Inc.         | 2835 Heritage Dr                  | Delafield         | WI | 53018-2128 | 262-646-4101 |
| Richard Fotsch       | Olde School Industries LLC          | 1246 Fond Du Lac Ave              | Sheboygan Falls   | WI | 53085-1068 | 920-467-2900 |
| Joan M Ledonne       | J.A.A.M.M., Inc.                    | 8325 W Lisbon Ave                 | Milwaukee         | WI | 53222-3859 | 414-445-9080 |
| Robert Bauer         | Provision Partners Cooperative      | 570 Commerce St                   | West Salem        | WI | 54669-1155 | 608-786-4141 |
| Patrick B Campioni   | Copper Lining of Wisconsin, LLC     | 1000 Central Ave                  | Florence          | WI | 54121      | 715-528-2018 |
| Graham Courtney      | Medford Co-Operative, Inc.          | 150 Medford Plz                   | Medford           | WI | 54451-1595 | 715-748-4066 |
| Adam Hahn            | P.B. Hahn and Company, Inc.         | 1080 N Rochester St               | Mukwonago         | WI | 53149-8738 | 262-363-6865 |
| Stefan Benson        | Ace Hardware of Frederic, LLC       | 406 S Wisconsin Ave               | Frederic          | WI | 54837      | 715-327-8015 |
| Robert A Martin      | Holmen Hardware, Inc.               | 205 S Holmen Dr                   | Holmen            | WI | 54636-8403 | 608-526-3361 |
| David M Johnson      | Menomonie Hardware Co., LLC         | 1512 9th St E                     | Menomonie         | WI | 54751-3430 | 715-309-4422 |
| Harry Gil            | South MILW Ace LLC                  | 1009 Marquette Ave                | South Milwaukee   | WI | 53172-2510 | 414-762-8250 |
| James Meinecke       | Village Paint & Hardware, Inc.      | 2170 N Prospect Ave               | Milwaukee         | WI | 53202-1162 | 414-509-6484 |
| Michael Martens      | Martens Farm & Home, Inc.           | 1100 W Main St                    | Waupun            | WI | 53963-1202 | 920-324-4751 |
| Patrick B Campioni   | Copper Lining of Wisconsin, LLC     | 1009 Holiday Ln                   | Hurley            | WI | 54534-1063 | 715-329-1285 |
| Joel Jacobson        | Jacobson's Hardware                 | 111 W Columbia St                 | Chippewa Falls    | WI | 54729-2348 | 715-861-2050 |
| Joel Jacobson        | Jacobson's Hardware                 | 17168 County Highway J            | Chippewa Falls    | WI | 54729-7114 | 715-861-2055 |
| Harry Gil            | Germantown Ace LLC                  | 16250 Mequon Rd                   | Germantown        | WI | 53022      | 262-293-9449 |
| James A. Stapel      | Kitz & Pfeil, Inc.                  | 427 N Main St                     | Oshkosh           | WI | 54901-4907 | 920-236-3340 |
| James A. Stapel      | Kitz & Pfeil, Inc.                  | 1919 E Calumet St                 | Appleton          | WI | 54915-4741 | 920-739-9481 |
| James A. Stapel      | Kitz & Pfeil, Inc.                  | 780 Greentree Mall                | Berlin            | WI | 54923      | 920-361-0424 |
| James A. Stapel      | Kitz & Pfeil, Inc.                  | 40 E 1st St                       | Fond Du Lac       | WI | 54935-4204 | 920-923-8262 |
| James A. Stapel      | Kitz & Pfeil, Inc.                  | 1212 Appleton Rd                  | Menasha           | WI | 54952-1502 | 920-722-2877 |
| Joel Jacobson        | Jacobson's Hardware of Eau Claire,  | 2618 Birch St                     | Eau Claire        | WI | 54703-3734 | 715-895-8559 |
| James M. Gerber      | Evansville Hardware LLC             | 755 Brown School Rd               | Evansville        | WI | 53536-8106 | 608-882-4646 |
| Mark Tomchek         | TNT Ace, LLC                        | 840 E Geneva St                   | Delavan           | WI | 53115-1932 | 262-728-8228 |

| Owner Name             | Legal Name                           | Street                     | City             | St | Zip Code   | Phone #      |
|------------------------|--------------------------------------|----------------------------|------------------|----|------------|--------------|
| Patrick J. Miner       | Miner's Hardware, L.L.C.             | 1515 Oakes Ave             | Superior         | WI | 54880-2409 | 715-392-3334 |
| David Cramer           | United Cooperative                   | N1878 Municipal Dr         | Greenville       | WI | 54942-9747 | 920-757-6556 |
| Gary Dickes            | Prairie Side Enterprises, Inc.       | 3505 80th St               | Kenosha          | WI | 53142      | 262-577-3340 |
| Harry Gil              | Tosa Hardware LLC                    | 1525 N 68th St             | Wauwatosa        | WI | 53213-2805 | 414-476-0833 |
| Adam Hahn              | P.B Hahn and Company, INC.           | N48W13530 Hampton Rd       | Menomonee Falls  | WI | 53051-7010 | 262-781-9021 |
| Joel Jacobson          | Jacobson's Hardware of Eau Claire S  | 319 E Clairemont Ave       | Eau Claire       | WI | 54701-6477 | 715-834-1239 |
| Patrick Shadick        | Shadick's Sporting Goods & Hardware  | 1502 16th Ave              | Bloomer          | WI | 54724-1270 | 715-568-4475 |
| William Babiash        | Edie Falk Inc.                       | 920 E Main St              | Merrill          | WI | 54452-2501 | 715-536-5822 |
| Christopher J Niemann  | Niemann Foods, Inc.                  | 811 S Main St              | Deforest         | WI | 53532-1480 | 608-846-3876 |
| Christopher J Niemann  | Niemann Foods, Inc.                  | 500 Water St               | Sauk City        | WI | 53583-1141 | 608-643-2433 |
| Christopher J Niemann  | Niemann Foods, Inc.                  | 414 N Midvale Blvd         | Madison          | WI | 53705-3264 | 608-441-6900 |
| Christopher J Niemann  | Niemann Foods, Inc.                  | 2540 Allen Blvd            | Middleton        | WI | 53562-2212 | 608-831-2535 |
| Bijal Patel            | Twin Lakes Ace LLC                   | 470 N Lake Ave             | Twin Lakes       | WI | 53181-9435 | 262-877-9007 |
| Joel Jacobson          | Jacobson's Hardware of Rice Lake, L  | 28 S Main St               | Rice Lake        | WI | 54868-2269 | 715-719-0072 |
| Don Neff               | Viking Hardware, Inc.                | 1420 State Road 69         | New Glarus       | WI | 53574-9339 | 608-527-8717 |
| Don Neff               | Viking Hardware, Inc.                | 1240 Springdale St         | Mount Horeb      | WI | 53572-2015 | 608-437-8717 |
| Thomas R Meikle        | North Side True Value Hardware, Inc  | 2935 N Sherman Ave         | Madison          | WI | 53704-3018 | 608-241-1541 |
| Adam Hahn              | P. B Hahn And Company, Inc           | 11300 N Port Washington Rd | Mequon           | WI | 53092-3412 | 262-241-8800 |
| Casey Waltz            | Waltz Hardware Co LLC                | 137 E Main St              | Ellsworth        | WI | 54011-9188 | 715-273-4361 |
| Elliott Greenberg      | JC Licht, LLC                        | 1950 Taylor Ave            | Racine           | WI | 53403-2412 | 262-637-6145 |
| Elliott Greenberg      | JC Licht, LLC                        | 1735 22nd Ave              | Kenosha          | WI | 53140-1412 | 262-551-8866 |
| Delaney Blabaum        | Mom's Hometown Ace Hardware LLC      | 430 S John Paul Rd         | Milton           | WI | 53563-1227 | 608-868-2843 |
| Christopher J Niemann  | Niemann Foods, Inc.                  | 203 W Cottage Grove Rd     | Cottage Grove    | WI | 53527-9806 | 608-839-1500 |
| Craig B Kimps          | Kimps Corporation                    | 2110 S Ridge Rd            | Green Bay        | WI | 54304-4327 | 920-497-6231 |
| Jacob D Kanis          | Nelson Mill and Agri Center Inc.     | 217 N Center Ave           | Viroqua          | WI | 54665-1436 | 608-637-2192 |
| Jacob D Kanis          | Nelson Mill and Agri Center Inc.     | 125 N Marquette Rd         | Prairie Du Chien | WI | 53821-1512 | 608-326-2491 |
| Amy Austad Labott      | Al Hardware Company LLC              | 2001 E Main St             | Little Chute     | WI | 54140-2468 | 920-766-6096 |
| Christopher J Niemann  | Niemann Foods, Inc.                  | 20 Glacier Edge Sq         | Cross Plains     | WI | 53528-9133 | 608-795-7202 |
| Christopher J. Niemann | Niemann Foods, Inc.                  | 211 Cottage Grove Rd       | Madison          | WI | 53716-1105 | 608-839-7060 |
| Richard Fotsch         | Olde School Industries LLC           | 1120 Highway 67            | Kiel             | WI | 53042-1630 | 920-894-3000 |
| Ryan Flaherty          | BalsamLake Hardware, Inc.            | 907 Frontage Rd            | Balsam Lake      | WI | 54810-6100 | 715-485-3267 |
| Christopher J Niemann  | Niemann Foods, Inc                   | 815 Park Ave               | Columbus         | WI | 53925-1630 | 920-623-3133 |
| Thomas Dorn            | Victor Dorn Corp.                    | 1348 S Midvale Blvd        | Madison          | WI | 53711-2848 | 608-274-2511 |
| Thomas Dorn            | Victor Dorn Corp.                    | 926 Windsor St             | Sun Prairie      | WI | 53590-2023 | 608-837-2110 |
| Christopher J Niemann  | Niemann Foods, Inc.                  | 902 N Main St              | Lodi             | WI | 53555-1200 | 608-592-3331 |
| Christopher J. Niemann | Niemann Foods, Inc.                  | 1415 W Main St             | Whitewater       | WI | 53190-1551 | 262-473-4264 |
| Chris Piotrowski       | Medford Co-operative, Inc.           | 986 N 4th St               | Tomahawk         | WI | 54487-2129 | 715-453-5389 |
| Benjamin Gil           | St Francis Ace Hardware LLC          | 3050 E Layton Ave          | Saint Francis    | WI | 53235-5735 | 414-483-5550 |
| Christopher J Niemann  | Niemann Foods, Inc.                  | 142 E Tyrannena Park Rd    | Lake Mills       | WI | 53551-9676 | 920-648-6489 |
| Christopher J Niemann  | Niemann Foods, Inc.                  | 10 Madison Ave             | Fort Atkinson    | WI | 53538-1826 | 920-563-6677 |
| Christopher J Niemann  | Niemann Foods, Inc.                  | 5210 Farwell St            | McFarland        | WI | 53558-9125 | 608-838-4285 |
| Ronak Parikh           | Bolster NQ Hardware, LLC             | 102 Hodd Dr                | Colby            | WI | 54421-9783 | 715-316-6300 |
| Ronak Parikh           | Bolster NQ Hardware, LLC             | 606 E Elm Dr               | Loyal            | WI | 54446-9673 | 715-255-8200 |
| David Westphal         | Mayport, Inc.                        | 1020 Horicon St            | Mayville         | WI | 53050-1429 | 920-387-2068 |
| Joel Jacobson          | Jacobson's Hardware of Spooner, LLC  | 113 Ash St                 | Spooner          | WI | 54801-1409 | 715-635-7373 |
| David Konrath          | Horicon Hardware, Inc.               | 626 Washington St          | Horicon          | WI | 53032-1552 | 920-485-4688 |
| Christopher J Niemann  | Niemann Foods, Inc.                  | 6305 University Ave        | Middleton        | WI | 53562-3415 | 608-838-4285 |
| Christopher J Niemann  | Niemann Foods, Inc.                  | 617 Linn St                | Baraboo          | WI | 53913-1061 | 608-389-6453 |
| Andrew Ritter          | Ritters Hardware Inc.                | 19040 Dewey St             | Whitehall        | WI | 54773-8525 | 715-538-4616 |
| Travis Gavinski        | TJG Holdings, LLC                    | 503 Lake Ave W             | Ladysmith        | WI | 54848-1209 | 715-532-3351 |
| Christopher J Niemann  | Niemann Foods, Inc.                  | 2800 New Pinery Rd Suite 9 | Portage          | WI | 53901-9293 | 608-839-7143 |
| Jessica Hermesen       | Hermesen's Hardware Platteville, LLC | 180 E Main St              | Platteville      | WI | 53818-3227 | 608-348-5231 |
| Amy Austad LaBott      | AL2 Hardware Company LLC             | 10636 N Bay Shore Dr       | Sister Bay       | WI | 54234-9594 | 920-854-2411 |
| Rodger Erdman          | Cardman Hardware, LLC                | 406 W Poplar St            | Plainfield       | WI | 54966      | 715-335-4000 |
| Jamie Conway           | Conway True Value Hardware, Inc.     | 600B E Pioneer St          | Crandon          | WI | 54520      | 715-478-3617 |
| Trygve A Solberg       | T.A. Solberg Co., Inc.               | 721 Superior St            | Antigo           | WI | 54409-2011 | 000-000-0000 |
| Craig Kimps            | Kimps Corporation                    | 565 County Road U          | Wrightstown      | WI | 54180-9401 | 000-000-0000 |
| Christopher J Niemann  | Niemann Foods, Inc.                  | 401 Bernard St Ste 1       | Watertown        | WI | 53094-6233 | 920-261-3022 |
| Travis Gavinski        | KMG ACE, LLC                         | 205 S Century Ave          | Waunakee         | WI | 53597-1249 | 608-849-8500 |
| Jake Morri             | PW Company, LLC                      | 1400 N Acres Rd            | Prescott         | WI | 54021-7038 | 715-262-2006 |
| Thomas Dorn            | Victor Dorn Corp.                    | 119 W Verona Ave           | Verona           | WI | 53593-1805 | 608-497-1771 |
| Thomas Dorn            | Victor Dorn Corp.                    | 131 W Richards Rd          | Oregon           | WI | 53575-1023 | 608-835-5737 |
| Mark Heineman          | MASH GROUP, INC.                     | 417 Milwaukee Ave          | Burlington       | WI | 53105-1230 | 262-763-3577 |
| Mark Heineman          | MASH GROUP, INC.                     | 24708 75th St              | Salem            | WI | 53168-9704 | 262-843-2422 |
| Christopher J Niemann  | Niemann Foods, Inc.                  | 2950 Menasha Ave           | Manitowoc        | WI | 54220-1626 | 920-682-8113 |
| Dennis Street          | STREETS STORE LTD.                   | 22 S Main St               | Masontown        | WV | 26542      | 304-864-5231 |
| Max Priddy             | M.E.P. INC.                          | 1301 Robert C Byrd Dr      | Crab Orchard     | WV | 25827-5000 | 304-253-3679 |
| David L Parks          | New Martinsville Supply Co., Inc.    | 1 Franklin St              | New Martinsville | WV | 26155-1785 | 304-455-1650 |
| Kenneth Queen          | KENNY QUEEN'S HARDWARE & SUPPLY, IN  | 4350 5th Street Rd         | Huntington       | WV | 25701-9558 | 304-523-2331 |
| Keith Beckman          | CANNON'S ACE HARDWARE INC.           | 62 Inspiration Dr          | Keyser           | WV | 26726      | 304-788-2125 |
| G Omfs                 | DAWSON'S TRUSTWORTHY HOME CENTER     | 99 Business Park Cir       | Berkeley Springs | WV | 25411-3400 | 304-258-2111 |
| William Pile           | F.M. PILE HARDWARE CO. INC.          | 1625 Washington St W       | Charleston       | WV | 25387-2317 | 304-343-7578 |
| David L Parks          | NEW MARTINSVILLE SUPPLY CO., INC.    | 91 Mountaineer Dr          | Pennsboro        | WV | 26415-6029 | 304-659-3600 |
| John Anderson          | CENTER HARDWARE, INC.                | 23 Maccorkle Ave #C        | Saint Albans     | WV | 25177-1863 | 304-727-4375 |
| Robert Sharp           | GLADES BUILDING SUPPLY, INC.         | 19456 SENECA TRAIL         | MARLINTON        | WV | 24954      | 304-799-4912 |
| Janna Naylor           | A.D. NAYLOR & CO., INC.              | 1513 Harrison Ave          | Elkins           | WV | 26241-3356 | 304-637-1812 |

| Owner Name            | Legal Name                           | Street                          | City               | St | Zip Code   | Phone #      |
|-----------------------|--------------------------------------|---------------------------------|--------------------|----|------------|--------------|
| Kenneth Queen         | KENNY QUEEN'S HARDWARE & SUPPLY, INC | 625 Oak St                      | Kenova             | WV | 25530-1514 | 304-453-1361 |
| W Ed Van Meter        | CENTRAL TIE & LUMBER COMPANY         | 727 North Fork Highway          | Petersburg         | WV | 26847      | 304-257-1313 |
| Randall L Mccoy       | Webster Springs Ace Hardware Inc.    | 35 Baker Island Rd              | Webster Springs    | WV | 26288-1005 | 304-847-7878 |
| Willard E Van Meter   | Central Tie & Lumber Company         | 79 Hyde Street                  | Moorefield         | WV | 26847      | 304-530-5566 |
| Kenneth Queen         | Kenny Queen's Hardware & Supply, IN  | 45 McGinnis Dr                  | Wayne              | WV | 25570-9690 | 304-272-5185 |
| John F Cunningham     | Ked's Ace Hardware, L.L.C.           | 134 Lafayette Ave               | Moundsville        | WV | 26041-1029 | 304-845-1400 |
| Charles Adam Southern | Shinnston Contractor Supply, Inc.    | 1428 S Pike St                  | Shinnston          | WV | 26431      | 304-371-3512 |
| Kevin Fluharty        | Fluharty Development, LLC            | 210 Liberty St                  | Salem              | WV | 26426-1309 | 304-782-4343 |
| Kenneth Queen         | Kenny Queen's Hardware & Supply, IN  | 5840 Davis Creek Rd             | Barboursville      | WV | 25504-1004 | 304-736-1177 |
| Jeffrey Davis         | Potomac Hardware Inc.                | 81 N Main St                    | Franklin           | WV | 26807      | 304-358-2230 |
| Kenneth Cook          | Ace of West Virginia L.L.C.          | 245 Greenes Plz                 | Grafton            | WV | 26354-2847 | 304-903-8540 |
| Paul Gabriel          | Best Hardware Morgantown LLC         | 1050 Maple Dr                   | Morgantown         | WV | 26505-2815 | 304-599-0803 |
| Adam Whanger          | WSS Hardware, LLC                    | 706 E Main St                   | White Sulphur Spri | WV | 24986-2346 | 304-536-0080 |
| Thomas Cole           | Bluefield Avenue, LLC                | 600 Bluefield Ave               | Bluefield          | WV | 24701-2846 | 304-327-6118 |
| Chris Deweese         | Green's Feed & Seed, LLC             | 314 Piedmont Rd                 | Charleston         | WV | 25301-1021 | 304-343-0441 |
| Ryan Holbert          | C&E Distributors Inc.                | 412 E Main St                   | Kingwood           | WV | 26537-1723 | 304-329-2181 |
| Ryan Holbert          | C&E Distributors Inc.                | 2600 Middletown Commons Ste 113 | Fairmont           | WV | 26554-0168 | 304-366-2181 |
| Chris Deweese         | Greens of Big Chimney, LLC           | 4509 Pennsylvania Ave           | Big Chimney        | WV | 25302-4829 | 000-000-0000 |
| Tom Cole              | Bluefield Avenue, LLC                | 1055 Stafford Dr                | Princeton          | WV | 24740-2409 | 304-220-4588 |
| Adam Whanger          | WSS Hardware, LLC                    | 326 Main St                     | Rainelle           | WV | 25962-1135 | 304-438-8731 |
| Ryan Kimble           | Greens of Parkersburg, LLC           | 1050 Division St                | Parkersburg        | WV | 26101-6053 | 000-000-0000 |
| Blake Clark           | JACKSON LUMBER INC.                  | 130 S Gros Ventre               | Jackson            | WY | 83001      | 307-733-6000 |
| Timothy Bailey        | BAILEY HARDWARE INC.                 | 2100 E 2nd St                   | Casper             | WY | 82609-2043 | 307-237-8670 |
| William Bregar        | LANDER ACE HARDWARE, L.L.C.          | 485 Main St                     | Lander             | WY | 82520-3105 | 307-332-2155 |
| Rod Peterson          | RIMSHOT HARDWARE COMPANY, INC.       | 2201 17th St                    | Cody               | WY | 82414-4726 | 307-587-8555 |
| Russ Asbell           | R. & P., INC.                        | 475 W Broadway                  | Jackson            | WY | 83001      | 307-733-4676 |
| Steven Boles          | RIVERTON ACE HARDWARE, L.L.C.        | 619 N Federal Blvd              | Riverton           | WY | 82501-2946 | 307-856-2447 |
| Jill Tharp            | FLANDERS HARDWARE, INC.              | 709 Pine Ave                    | Kemmerer           | WY | 83101-2904 | 307-877-6956 |
| Bob Kitta             | Mead Holding Company, Inc.           | 110 W Lakeway Rd                | Gillette           | WY | 82718-6355 | 307-687-7978 |
| Joel Schneider        | LARAMIE ACE HARDWARE, LLC            | 611 E Grand Ave                 | Laramie            | WY | 82070-3863 | 307-755-0781 |
| Bob Kitta             | Mead Holding Company, Inc.           | 1836 S Sheridan Ave             | Sheridan           | WY | 82801-6136 | 307-673-0786 |
| Bob Kitta             | Mead Holding Company, Inc.           | 1447 Coffeen Ave                | Sheridan           | WY | 82801-5703 | 307-672-5889 |
| Mark Ridley           | Ridley's Family Markets, Inc.        | 341 Pine St                     | Pinedale           | WY | 82941      | 307-367-2131 |
| William L Bregar      | POWELL ACE HARDWARE, LLC             | 214 N Bent St                   | Powell             | WY | 82435-2336 | 307-754-5811 |
| Ronald Hahn           | Six Strings, Inc.                    | 724 S Washington 1710           | Afton              | WY | 83110      | 307-885-7883 |
| Bradley Bateman       | Bace Investments, LLC                | 800 Front St                    | Evanston           | WY | 82930-3408 | 307-789-3090 |
| Bruce Rahmani         | Cheyenne Ace LLC                     | 5209 Hynds Blvd                 | Cheyenne           | WY | 82009-4053 | 307-369-4441 |
| James L. Benedict     | Benedict Trading Company, Inc.       | 1080 N Highway 414              | Mountain View      | WY | 82939      | 307-782-6090 |
| William L Bregar      | Rawlins Hardware, LLC                | 600 W Maple St                  | Rawlins            | WY | 82301-5449 | 307-324-3867 |
| John D. Johnson       | Hardware Partners LLC                | 1375 Cy Ave                     | Casper             | WY | 82604-3513 | 307-243-2020 |
| Rene J. Suda          | Mountain Hardware, LLC               | 110 E Ramshorn St               | Dubois             | WY | 82513      | 307-455-2838 |
| Robert Broulim        | Broulim Hardware, LLC                | 100 Greys River Rd              | Alpine             | WY | 83128      | 307-887-7783 |
| Larry Leake           | Douglas Hardware Hank, LLC           | 1120 E Richards St              | Douglas            | WY | 82633-2933 | 307-358-2924 |
| Mark Ridley           | Ridleys Family Markets, Inc.         | 925 N 6th St                    | Greybull           | WY | 82426-1610 | 307-302-5302 |
| Dennis Sinclair       | Achilles-Bjorklund, Inc.             | 158 Highway US-20               | Thermopolis        | WY | 82443      | 307-864-3672 |
| Joel A Schneider      | Cheyenne ACE Hardware LLC            | 3505 E Lincolnway               | Cheyenne           | WY | 82001-6339 | 307-514-0009 |
| William L Bregar      | Newcastle Ace Hardware LLC           | 21 Railway Ave                  | Newcastle          | WY | 82701-2813 | 307-746-3144 |
| William L Bregar      | Wheatland Ace Hardware, LLC          | 609 16th St                     | Wheatland          | WY | 82201-2713 | 307-322-4808 |
| Caleb Kienten         | Kienten LLC                          | 100 S 20th St                   | Worland            | WY | 82401-3742 | 307-347-9291 |
| Charles D King        | Buffalo Hardware, Inc.               | 385 E Hart St                   | Buffalo            | WY | 82834-1762 | 307-684-7493 |
| Kirby J Kuklenski     | Greco Investments IX LLC             | 400 N Center St                 | Rock Springs       | WY | 82901-5130 | 307-362-7362 |
| Kirby J Kuklenski     | Greco Investments X LLC              | 400 Uinta Dr                    | Green River        | WY | 82935-4816 | 307-875-1520 |
| Joseph C Glode        | Shively Hardware Company             | 119 E Bridge Ave                | Saratoga           | WY | 82331-5062 | 307-326-8383 |

## Former Ace Hardware Members as of December 31, 2024

| Owner Name           | Store Name                          | Address                        | City             | St | Zip        | Phone #      |
|----------------------|-------------------------------------|--------------------------------|------------------|----|------------|--------------|
| Brenda J Betts       | Chalkville Ace Hardware Inc         | 5715 Chalkville Rd             | Birmingham       | AL | 35235-8627 | 205-853-1066 |
| Michael D Rastall    | Lydia's Ace Hardware                | 698 Main St E                  | Rainsville       | AL | 35986-4547 | 256-638-1193 |
| Greg Hufford         | Hufford's Ace Lumber and Hardware   | 201 S Main                     | Leachville       | AR | 72438      | 870-539-8667 |
| Todd Turley          | Ace Hardware                        | 2211 Pacific Coast Hwy         | Lomita           | CA | 90717-2504 | 310-326-2445 |
| John R. Starkweather | North Natomas Ace Hardware          | 2020 Club Center Dr Suite #100 | Sacramento       | CA | 95835-1427 | 916-928-9006 |
| Janet Webb           | Big Creek Lumber Company            | 4310 Sonoma Blvd               | Vallejo          | CA | 94589-2244 | 707-642-8921 |
| Kevin Lindsay        | Lindsay Lumber Company              | 15101 Paramount Blvd           | Paramount        | CA | 90723-4336 | 562-633-1143 |
| Kimberly C Shay      | Ace Gambles of Hotchkiss            | 121 E. Bridge Street           | Hotchkiss        | CO | 81419      | 970-872-3535 |
| Jared Anderson       | La Jara Trading Post                | 16555 State Highway 136        | La Jara          | CO | 81140-9473 | 719-274-5857 |
| Raymond J Fontaine   | Ace Hardware of Wolcott             | 95 Wolcott Rd                  | Wolcott          | CT | 06716-2688 | 203-441-4430 |
| Bruce Greene         | Angerstein's                        | 315 New Rd                     | Elsmere          | DE | 19805-1913 | 302-996-3500 |
| Charles R Devine     | DG Ace Hardware                     | 14355 Tamiami Trl              | North Port       | FL | 34287-2721 | 941-426-4575 |
| Timothy S Gibson     | Ace Hardware of Riverview North     | 7441 US Highway 301 S          | Riverview        | FL | 33578-5313 | 813-405-8990 |
| George Jackson       | Jackson Auto Parts & Hardware       | 712 NW Avenue A                | Carrabelle       | FL | 32322-6857 | 850-697-3332 |
| Salvador Gomez JR    | Sunset Corners Hardware             | 7050 SW 87th Ave               | Miami            | FL | 33173-2506 | 305-271-9642 |
| David Mcmichael      | Newnan Ace Hardware                 | 73 Poplar Rd                   | Newnan           | GA | 30263-2241 | 770-251-0418 |
| Chadwick H Spinks    | Ace Hardware Athens                 | 4250 Atlanta Hwy               | Athens           | GA | 30606-0801 | 706-369-8000 |
| Matt Beverly         | Beverly's Ace Hardware              | 1963 Jesse Jewell Pkwy NE      | Gainesville      | GA | 30501      | 470-768-6118 |
| Gregory Colandrea    | Colandrea Ace Hardware              | 2728 N Harlem Ave              | Elmwood Park     | IL | 60707-1635 | 708-452-7440 |
| Donald E Smith       | Smith's Ace Hardware                | 1917 N Michigan St             | Plymouth         | IN | 46563-1047 | 574-935-5148 |
| Rod Wheeler          | Wheeler's Ace Hardware              | 1761 Ritchie Station Ct        | Capitol Heights  | MD | 20743-5064 | 301-390-2882 |
| Christopher Corrigan | Knoblock Hardware Co Inc            | 2118 Lewis St                  | Flint            | MI | 48506-3219 | 810-234-3695 |
| Nancy St Germaine    | Jack's Hardware and Farm Supply     | 2201 E Franklin Ave            | Minneapolis      | MN | 55404-2251 | 612-332-4393 |
| Darrell Davis        | A & N Hardware                      | 1561 Swift Ave                 | N Kansas City    | MO | 64116-3810 | 816-585-1848 |
| Kathy J Pierce       | Ace Hardware                        | 2401 Main St                   | Lexington        | MO | 64067-1909 | 660-259-2201 |
| George H Booth II    | Tupelo Hardware Co                  | 114 W Main Street              | Tupelo           | MS | 38804-3916 | 402-371-0350 |
| William J Rooks      | Revell Hardware Co                  | 3876 Terry Rd                  | Jackson          | MS | 39212-5017 | 601-372-5534 |
| Charles Quick        | Quick & Grice Ace Hardware          | 1007 Highway 11 S              | Picayune         | MS | 39466-5531 | 601-798-4851 |
| Frank Craven         | The General Store                   | 6360 E Nc 150 Hwy              | Sherrills Ford   | NC | 28673-9404 | 704-483-2686 |
| Richard M Madden     | Madden's Ace Hardware               | 2319 US 70 Hwy                 | Swannanoa        | NC | 28778-8207 | 828-581-0299 |
| Jamie A Maloney      | Costello's Ace Hardware of N. Bruns | 1345 US Route 1                | North Brunswick  | NJ | 08902-2001 | 908-356-6800 |
| Peter Doody          | Doody Home Centers                  | 2461 E 17th St                 | Brooklyn         | NY | 11235-3523 | 718-648-6000 |
| Michael J Costello   | Costello's Ace Hardware of Farmingd | 1102 Broadhollow Rd            | Farmingdale      | NY | 11735-4817 | 631-694-1100 |
| Alan Gaydorus        | Horton Ace Hardware                 | 198 Main St                    | Afton            | NY | 13730-3247 | 607-639-1283 |
| Douglas De Fries     | Shaker Hardware                     | 607 Watervliet Shaker Rd       | Latham           | NY | 12110-3623 | 518-785-9052 |
| Brian Hein           | Bellevue Builders Supply.           | 500 Duaneburg Rd               | Schenectady      | NY | 12306-1015 | 518-355-7190 |
| Aref (Steve) Ajram   | Express Ace Hardware                | 235 E 123rd St                 | New York         | NY | 10035-2021 | 212-722-1553 |
| Michael J. Costello  | Costello's Ace Hardware of Bethpage | 3899 Hempstead Tpke            | Bethpage         | NY | 11714-5601 | 516-644-2450 |
| David Pickerel       | Sayler Park Ace Hardware            | 6571 Gracely Dr                | Cincinnati       | OH | 45233-1242 | 513-941-2520 |
| Arnold Kaufman       | Woodhill Supply Inc                 | 4665 Beidler Rd                | Willoughby       | OH | 44094-4645 | 440-269-1100 |
| Jay Halterman        | Coldwater Ace Hardware              | 850 E Main St                  | Coldwater        | OH | 45828-1513 | 419-678-4734 |
| Scott C Buehler      | E&H Ace Hardware                    | 3780 Rocky River Dr            | Cleveland        | OH | 44111-4050 | 216-251-4223 |
| Brent Dick           | Woodsfield Ace Hardware             | 118 S Main St                  | Woodsfield       | OH | 43793-1023 | 740-472-0863 |
| Larue Hart           | Toledo Ace Hardware                 | 620 W Highway 20               | Toledo           | OR | 97391-1125 | 541-336-2373 |
| Bryan Sheldon        | Kerry's Ace Hardware                | 5220 E Trindle Rd              | Mechanicsburg    | PA | 17050-3555 | 717-697-3366 |
| Susan L Lemons       | Wagner Ace Hardware                 | 8 N Main St                    | Coudersport      | PA | 16915-1620 | 814-274-8615 |
| Trent Moody          | Moodys Ace Hardware                 | 8012 Dorchester Rd             | North Charleston | SC | 29418-2901 | 843-552-6152 |
| Leonard Sanford      | ACE HARDWARE                        | 1700 Boulevard St              | Orangeburg       | SC | 29115-3443 | 803-534-9111 |
| John E Royall Jr     | Sweetgrass Hardware                 | 3008 N Highway 17              | Mt Pleasant      | SC | 29466-9315 | 843-884-0064 |
| Ben Whitten          | Whitten Brothers Hardware Company   | 2909 Park Ave                  | Memphis          | TN | 38114-2731 | 901-452-6268 |
| Melvin Grace         | Carthage Ace Hardware               | 531 Industrial Dr              | Carthage         | TN | 37030-4005 | 615-588-1900 |
| Nona Banks           | Denver City Ace Hardware            | 302 N Main Ave                 | Denver City      | TX | 79323-3242 | 806-592-2114 |
| Steve Neace          | Means Home Center                   | 1912 W Frank St                | Grand Saline     | TX | 75140-2606 | 903-962-3861 |
| Jace Mattinson       | Higginbotham Bros. & Co., LLC       | 12500 W State Highway 29       | Liberty Hill     | TX | 78642-4733 | 254-329-7010 |
| Amy E Bradley        | Brown's Ace Hardware                | 119 E Avenue A                 | Seminole         | TX | 79360-3621 | 432-758-5876 |
| Dennis O Stroebel    | Shoppin Basket & Ace Hardware       | 300 Loop 254                   | Ranger           | TX | 76470      | 254-647-1255 |
| Bobby Burk           | Burk Ace                            | 18450 Blanco Rd                | San Antonio      | TX | 78258-4050 | 210-236-5914 |
| Chris Chisholm       | Ace Hardware                        | 4705 S Western St              | Amarillo         | TX | 79109-5949 | 806-322-3449 |
| Chris Chisholm       | Ace Hardware                        | 602 Clubview Dr                | Levelland        | TX | 79336-6314 | 806-894-6714 |
| Marshall Cook        | Gloucester Supply & Ace Hardware    | 2384 Hayes Rd                  | Hayes            | VA | 23072-3516 | 804-642-5300 |
| Mark K Letchworth    | Moughons, Inc.                      | 40 Main St                     | Mathews          | VA | 23109-2180 | 804-725-2600 |
| Nickolas Andrew Rose | Trinity Ace Hardware                | 30650 Pacific Hwy S            | Federal Way      | WA | 98003-4824 | 206-651-7759 |
| Kerry McCauley       | Ag Supply Ace Hardware              | 604 Highway 97                 | Brewster         | WA | 98812      | 509-689-2423 |
| Karl Beth            | Ace Hardware                        | 140 E Mill St                  | Hillsboro        | WI | 54634-4500 | 608-489-2231 |
| Eric Light           | Ace Hardware                        | 116 Skyline Plaza Dr           | Buckhannon       | WV | 26201-7806 | 304-472-6500 |

**RIGHT OF FIRST REFUSAL AGREEMENT \***

This Right of First Refusal Agreement ("Agreement") is executed by and between (i) Ace Hardware Corporation, a Delaware corporation with offices at 2915 Jorie Blvd, Oak Brook, Illinois 60523 ("Ace") and (ii) the undersigned retailer ("Retailer") and is effective as of the date executed by Ace ("Effective Date").

Recitals

- A. Retailer desires to open an Ace-branded retail hardware store at the location listed below ("New Store") pursuant to (i) an Ace Hardware Membership Agreement (Nonbranded) ("Membership Agreement") and (ii) an Ace Brand Agreement ("Brand Agreement"), each of the foregoing executed respectively by and between Ace and Retailer with respect to the New Store.
- B. Ace is willing to grant to Retailer the right to operate the New Store as an Ace member subject to Retailer granting to Ace the right of first refusal stated herein.

Now, therefore, in consideration of the mutual rights and obligations contained herein and in the Membership Agreement and the Brand Agreement, the receipt and sufficiency of which consideration is hereby acknowledged by, respectively, Ace and Retailer, Ace and Retailer hereby AGREE as follows:

1. **Right of First Refusal.**

(A) From and after the Effective Date, Retailer shall provide written notice to Ace of Retailer's intent to sell or otherwise transfer ownership of (i) the New Store and/or (ii) any other retail hardware store(s) now or at any time hereafter owned or controlled by, or under common control with, Retailer or the New Store, respectively (each an "Other Store" and collectively "Other Stores"), including in each case a sale or other transfer in a single transaction or series of related transactions of a majority of the inventory and fixtures of such store(s). Retailer's notice to Ace shall be sent at least sixty (60) days prior to the proposed effective date of such intended sale or transfer, and shall set forth the name and address of the proposed purchaser, the identity of the respective store(s) subject to Retailer's proposed sale or transfer (each, a "Targeted Store" and collectively, the "Targeted Stores") and all terms and conditions of any such proposed sale or transfer. Ace shall have the right of first refusal to purchase the Targeted Store(s) by giving written notice to Retailer, within sixty (60) days after Ace's receipt of Retailer's notice, of Ace's intention to purchase on the same terms as set forth in Retailer's notice. However, if Ace fails to exercise its right and any or all of the Targeted Store(s) are not subsequently sold to the proposed purchaser on such terms and conditions for any reason, Ace shall continue to have, upon the same conditions set forth herein, a right of first refusal to purchase such Targeted Store(s) upon the terms and conditions of any subsequent proposed sale or transfer.

(B) Notwithstanding anything to the contrary in this Agreement, Ace shall have no purchase right under Section 1.(A) with respect to any proposed sale or other transfer of any Target Store(s) if, in good faith, the proposed purchaser or transferee:

- a. applies to become a member of Ace with respect to the Targeted Store(s); and
- b. intends to own and operate the Targeted Store(s) as Ace-branded retail hardware store(s) both immediately upon consummation of the proposed purchase or transfer and for the foreseeable future thereafter; and
- c. executes a right of first refusal in favor of Ace, similar in substance to the right set forth in this Section 1, for all Targeted Store(s) so purchased or transferred and any other retail hardware store(s) that would be under common control with the Targeted Stores immediately following such sale or transfer, in a form satisfactory to Ace in its sole discretion.

(C) Upon written notice to Retailer, but without Retailer's consent required, Ace may assign its purchase rights with respect to the Targeted Stores to such person(s) or entity(ies), at such time(s) and subject to such terms and conditions, if any, as Ace in its sole discretion may from time to time determine.

---

**\*This Agreement must be executed by Ace members who are: (1) opening a new Ace store, including without limitation under Ace's "buy to convert" program (i.e., purchase a non-Ace store and convert it to an Ace store); (2) applying for an Ace loan in excess of \$200,000.00; or (3) purchasing an existing Ace store provided, however, that in the case of (1) and (3) above, (a) Ace members that have one or more Ace stores in existence as of March 28, 2022 and are opening an additional Ace store; and (b) existing non-Ace stores converting to Ace stores are not required to execute this Agreement.**

(D) The provisions of this Section (1) shall survive for a period of five (5) years after termination for any reason, whether by Retailer, Ace, operation of law or otherwise, of any and/or all of the following agreements: (i) this Agreement, (ii) the respective Membership Agreement relating to the New Store and/or to any Other Store(s), and (iii) the respective Brand Agreement relating to the New Store and/or to any Other Store(s).

2. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.
3. **Waiver.** Any failure by a party to comply with any obligation, agreement or condition herein may be expressly waived in writing by each of the other parties, but such waiver or failure to insist upon strict compliance with such obligation, agreement or conditions shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.
4. **Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois, without reference to its choice of law and conflict of laws principles. Notwithstanding anything in the Membership Agreement and Brand Agreement to the contrary, the parties agree that any action, suit or proceeding arising under this Agreement shall be brought exclusively in the federal or state courts located in Cook County, Illinois.
5. **Severability.** If any term, provision or condition of this Agreement is determined by a court or other judicial or administrative tribunal to be illegal, void or otherwise ineffective or not in accordance with public policy, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
6. **Notices.** Any notices required or permitted hereunder shall be sent to the other party, via overnight delivery by the United States Postal Service, Federal Express, UPS or other national overnight delivery service, at the respective address listed herein for such party. Any notices sent to Ace shall be in duplicate (i.e. separate envelopes) and shall be addressed, respectively, to "Attention: Vice President, Retail Operations" and "Attention: General Counsel, Legal Department."

Now, therefore, the parties by their respective duly authorized representative do hereby sign and execute this Agreement as of the Effective Date.

**RETAILER:**

Legal  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

New Store  
Address: \_\_\_\_\_  
\_\_\_\_\_

New Store  
No.: \_\_\_\_\_

**ACE:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Effective  
Date: \_\_\_\_\_

## **STATE EFFECTIVE DATES**

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

| <b>State</b> | <b>Effective Date</b> |
|--------------|-----------------------|
| California   |                       |
| Hawaii       |                       |
| Illinois     | Cooperative Exclusion |
| Indiana      |                       |
| Maryland     |                       |
| Michigan     |                       |
| Minnesota    |                       |
| New York     | Exempt                |
| North Dakota |                       |
| Rhode Island |                       |
| South Dakota |                       |
| Virginia     |                       |
| Washington   |                       |
| Wisconsin    | Cooperative Exclusion |

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.



## **ITEM 23**

### **RECEIPT**

This disclosure document summarizes certain provision of the franchise agreements and other information in plain language. Read this disclosure document and all agreements carefully.

If Ace Hardware Corporation offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Ace Hardware Corporation does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C., 20580 and the appropriate state agency identified in Exhibit V.

The name, principal business address, and telephone number of the franchise seller offering the franchise are as follows. Please put a check mark or an "X" by the name of the franchise seller or write in the seller's information.

\_\_\_\_\_ **Ross Alvord** - 2915 Jorie Blvd., Oak Brook, IL 60523; 801-209-3990  
\_\_\_\_\_ **Matt Ashburn**- 2915 Jorie Blvd., Oak Brook, IL 60523; 304-931-0695  
\_\_\_\_\_ **Laura Broach** – 2915 Jorie Blvd, Oak Brook, IL 60523; 404-556-6268  
\_\_\_\_\_ **Eugene Burkhalter** – 2915 Jorie Blvd., Oak Brook, IL 60523; 209-972-0288  
\_\_\_\_\_ **Louis Cusimano** – 2915 Jorie Blvd., Oak Brook, IL 60523; 602-524-9482  
\_\_\_\_\_ **Keith Davis** – 2915 Jorie Blvd., Oak Brook, IL 60523; 770-286-8336  
\_\_\_\_\_ **Keith Dorgan** – 2915 Jorie Blvd., Oak Brook, IL 60523; 269-615-1349  
\_\_\_\_\_ **Matthew Eiser** –2915 Jorie Blvd., Oak Brook, IL 60523; 369-214-5541  
\_\_\_\_\_ **Richard Estep** – 2200 Kensington Court, Oak Brook, IL 60523; 804-229-7421  
\_\_\_\_\_ **Judith Gambino** – 2915 Jorie Blvd. , Oak Brook, IL 60523; 225-209-3184  
\_\_\_\_\_ **James E Grillo** – 2915 Jorie Blvd., Oak Brook, IL 60523; 630-561-1876  
\_\_\_\_\_ **Jim Grillo** - 2915 Jorie Blvd., Oak Brook, IL 60523; 224 – 422-9951  
\_\_\_\_\_ **Marty Halter** – 2915 Jorie Blvd, Oak Brook, IL 60523; 214-250-1370  
\_\_\_\_\_ **Jeff Hanson** – 2915 Jorie Blvd, Oak Brook, IL 60523; 763-267-8182  
\_\_\_\_\_ **Stephen Holly** – 2915 Jorie Blvd, Oak Brook, IL 60523; 615-736-4223  
\_\_\_\_\_ **Laurel Knight** –2915 Jorie Blvd., Oak Brook, IL 60523; 430-235-8739  
\_\_\_\_\_ **Jennifer Loeffel** – 2915 Jorie Blvd, Oak Brook, IL 60523; 314-570-6747  
\_\_\_\_\_ **Carlo Morando** – 2915 Jorie Blvd, Oak Brook, IL 60523; 330-518-3850  
\_\_\_\_\_ **Nick Rauser** – 2915 Jorie Blvd, Oak Brook, IL 60523; 720-284-8343  
\_\_\_\_\_ **Scott Olsen** – 2915 Jorie Blvd, Oak Brook, IL 60523; 630-990-6600  
\_\_\_\_\_ **Thomas Parman** –2915 Jorie Blvd., Oak Brook, IL 60523; 386-307-8576  
\_\_\_\_\_ **Nick Rauser** –2915 Jorie Blvd., Oak Brook, IL 60523; 720-284-8343  
\_\_\_\_\_ **Salvador Rivera** –2915 Jorie Blvd., Oak Brook, IL 60523; 773-491-0387  
\_\_\_\_\_ **Sheldon Sandler** – 2915 Jorie Blvd, Oak Brook, IL 60523; 215-499-7681  
\_\_\_\_\_ **Ryan Schlosser** – 2915 Jorie Blvd, Oak Brook, IL 60523; 630-990-6600  
  
\_\_\_\_\_ **Mary Thigpen** – 2915 Jorie Blvd., Oak Brook, IL 60523; 828-845-5409  
\_\_\_\_\_ **James Tucker** – 2915 Jorie Blvd, Oak Brook, IL 60523; 850-206-0103  
\_\_\_\_\_ **Natalie Wainright** – 2915 Jorie Blvd., Oak Brook, IL 60523; 310-531-0708  
\_\_\_\_\_ **Spencer Walford** – 2915 Jorie Blvd., Oak Brook, IL 60523; 630-247-7445

\_\_\_\_\_ **James Whitefield** – 2915 Jorie Blvd., Oak Brook, IL 60523; 713-213-3063

\_\_\_\_\_ Name: \_\_\_\_\_; Address: \_\_\_\_\_; Phone: \_\_\_\_\_

Company authorizes the respective state agents identified on Exhibit U to receive service of process for it in the particular states. The issuance date of this Franchise Disclosure Document is March 27, 2025.

I received a disclosure document from Ace Hardware Corporation dated as of March 27, 2025 that included the following Exhibits:

- A - Ace Hardware Membership Agreement (Nonbranded) including General Member Standards/ Ace Brand Standards / Member Operational Requirements (and Riders) (See Exhibit T State Specific Riders)
- B - Ace Brand Agreement including General Member Standards/ Ace Brand Standards / Member Operational Requirements (and Riders) (See Exhibit T State Specific Riders)
- C - Subscription for Capital Stock
- D - Article VIII of Company's By-laws: Members' Patronage Dividends
- E - Patronage Distribution Plan
- F - Reserved
- G - Ace Bankcard Program Retailer Agreement
- H - Ace Rewards Program Retailer Agreement
- I - Ace Retailer Acceptance Agreement (Gift Card) and ACH Authorization Form
- J - Data Collection Program Agreement
- K - Ace Retailer Merchandise Service Agreement
- L - Store Planning Agreement
- M - Multi-Unit Capital Stock Financing Program: (Multi-Unit Capital Stock Financing Program Loan Agreement and Store Development Agreement Tier 1 – 3; and Multi-Unit Capital Stock Financing Program Loan Agreement and Store Development Agreement (Tier 4) (Program available to existing Ace Hardware Retailers Only)
- N - Loan Program Agreements: Ace to Ace Acquisition Capital Stock Loan Program (Revised); Store Improvement Installment Loan Program; Store Improvement Capital Stock Loan Program
- O - Incentive Agreements: New Investor A; Branch Store A; Grocery Retailer Freestanding Ace Store A; New Investor B; Branch Store B; Store Conversion (Ace Advantage \$750K+ Annual Handled Purchases); Store Conversion; Purchase an Ace Store; Discovery Improvement
- P - Matching Funds Store Agreement
- Q - Professional Retail Services
- R - Financial Statements of the Company (FY2024)
- S - State Specific Disclosures for Minnesota, North Dakota, Virginia, and Washington
- T - Riders to The Membership Agreement (Nonbranded) and Ace Brand Agreement for Minnesota, North Dakota, and Washington
- U - State Agents for Service of Process
- V - State Administrators
- W - List of Active Stores
- X - List of Former Operating Members
- Y - Right of First Refusal

\_\_\_\_\_ Date

\_\_\_\_\_ Prospective Franchisee (Print Name)

\_\_\_\_\_ Prospective Franchisee (Sign Name)

## **ITEM 23**

### **RECEIPT**

This disclosure document summarizes certain provision of the franchise agreements and other information in plain language. Read this disclosure document and all agreements carefully.

If Ace Hardware Corporation offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Ace Hardware Corporation does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C., 20580 and the appropriate state agency identified in Exhibit V.

The name, principal business address, and telephone number of the franchise seller offering the franchise are as follows. Please put a check mark or an "X" by the name of the franchise seller or write in the seller's information.

\_\_\_\_ **Ross Alvord** –2915 Jorie Blvd., Oak Brook, IL 60523; 801-209-2990  
\_\_\_\_ **Matt Ashburn**– 2915 Jorie Blvd., Oak Brook, IL 60523; 304-931-0695  
\_\_\_\_ **Laura Broach** – 2915 Jorie Blvd, Oak Brook, IL 60523; 404-556-6268  
\_\_\_\_ **Eugene Burkhalter** – 2915 Jorie Blvd., Oak Brook, IL 60523; 209-972-0288  
\_\_\_\_ **Louis Cusimano** – 2915 Jorie Blvd., Oak Brook, IL 60523; 602-524-9482  
\_\_\_\_ **Keith Davis** – 2915 Jorie Blvd., Oak Brook, IL 60523; 770-286-8336  
\_\_\_\_ **Keith Dorgan** – 2915 Jorie Blvd., Oak Brook, IL 60523; 269-615-1349  
\_\_\_\_ **Matthew Eiser** –2915 Jorie Blvd., Oak Brook, IL 60523; 369-214-5541  
\_\_\_\_ **Richard Estep** – 2915 Jorie Blvd., Oak Brook, IL 60523; 804-229-7421  
\_\_\_\_ **Judith Gambino** – 2915 Jorie Blvd. , Oak Brook, IL 60523; 225-209-3184  
\_\_\_\_ **James E Grillo** – 2915 Jorie Blvd., Oak Brook, IL 60523; 630-561-1876  
\_\_\_\_ **Jim Grillo** –2915 Jorie Blvd., Oak Brook, IL 60523; 224 – 422-9951  
\_\_\_\_ **Marty Halter** – 2915 Jorie Blvd., Oak Brook, IL 60523; 214-250-1370  
\_\_\_\_ **Jeff Hanson** – 2915 Jorie Blvd., Oak Brook, IL 60523; 763-267-8182  
\_\_\_\_ **Stephen Holly** – 2915 Jorie Blvd, Oak Brook, IL 60523; 615-736-4223  
\_\_\_\_ **Laurel Knight** –2915 Jorie Blvd., Oak Brook, IL 60523; 430-235-8739  
\_\_\_\_ **Jennifer Loeffel** – 2915 Jorie Blvd., Oak Brook, IL 60523; 314-570-6747  
\_\_\_\_ **Carlo Morando** – 2915 Jorie Blvd., Oak Brook, IL 60523; 330-518-3850  
\_\_\_\_ **Scott Olsen** – 2915 Jorie Blvd., Oak Brook, IL 60523; 253-329-6355  
\_\_\_\_ **Thomas Parman** –2915 Jorie Blvd., Oak Brook, IL 60523; 386-307-8576  
\_\_\_\_ **Nick Rauser** –2915 Jorie Blvd., Oak Brook, IL 60523; 720-284-8343  
\_\_\_\_ **Salvador Rivera** –2915 Jorie Blvd., Oak Brook, IL 60523; 773-491-0387  
\_\_\_\_ **Sheldon Sandler** –2915 Jorie Blvd., Oak Brook, IL 60523; 215-499-7681  
\_\_\_\_ **Ryan Schlosser** – 2915 Jorie Blvd, Oak Brook, IL 60523; 630-990-6600  
\_\_\_\_ **Mary Thigpen** – 2915 Jorie Blvd., Oak Brook, IL 60523; 828-845-5409  
\_\_\_\_ **James Tucker** – 2915 Jorie Blvd., Oak Brook, IL 60523; 850-206-0103  
\_\_\_\_ **Natalie Wainright** – 2915 Jorie Blvd., Oak Brook, IL 60523; 310-531-0708  
\_\_\_\_ **Spencer Walford** – 2915 Jorie Blvd., Oak Brook, IL 60523; 630-247-7445  
\_\_\_\_ **James Whitefield** – 2915 Jorie Blvd., Oak Brook, IL 60523; 713-213-3063

\_\_\_\_ Name: \_\_\_\_\_; Address: \_\_\_\_\_; Phone: \_\_\_\_\_

The issuance date of this Franchise Disclosure Document is March 27, 2025.

Company authorizes the respective state agents identified on Exhibit U to receive service of process for it in the particular states.

I received a disclosure document from Ace Hardware Corporation dated as of March 27, 2025, that included the following Exhibits:

- A - Ace Hardware Membership Agreement (Nonbranded) including General Member Standards/ Ace Brand Standards / Member Operational Requirements (and Riders)
- B - Ace Brand Agreement including General Member Standards/ Ace Brand Standards / Member Operational Requirements (and Riders)
- C - Subscription for Capital Stock
- D - Article VIII of Company's By-laws: Members' Patronage Dividends
- E - Patronage Distribution Plan
- F - Reserved
- G - Ace Bankcard Program Retailer Agreement
- H - Ace Rewards Program Retailer Agreement
- I - Ace Retailer Acceptance Agreement (Gift Card) and ACH Authorization Form
- J - Data Collection Program Agreement
- K - Ace Retailer Merchandise Service Agreement
- L - Store Planning Agreement
- M - Multi-Unit Capital Stock Financing Program: Multi-Unit Capital Stock Financing Program Loan Agreement and Store Development Agreement Tier 1 – 3; and Multi-Unit Capital Stock Financing Program Loan Agreement and Store Development Agreement Tier 4 (Program available to existing Ace Hardware Retailers Only)
- N - Loan Program Agreements: Ace to Ace Acquisition Capital Stock Loan Program (Revised) ; Store Improvement Installment Loan Program; Store Improvement Capital Stock Loan Program
- O - Incentive Agreements: New Investor A; Branch Store A; Grocery Retailer Freestanding Ace Store A; New Investor B; Branch Store B; Store Conversion (Ace Advantage \$750K+ Annual Handled Purchases); Store Conversion; Purchase an Ace Store; Discovery Improvement
- P - Matching Funds Store Agreement
- Q - Professional Retail Services
- R - Financial Statements of the Company FY2024
- S - State Specific Disclosures for Minnesota, North Dakota, Virginia, and Washington
- T - Riders to The Membership Agreement (Nonbranded) and Ace Brand Agreement for Minnesota, North Dakota, and Washington
- U - State Agents for Service of Process
- V - State Administrators
- W - List of Active Stores
- X - List of Former Operating Members
- Y - Right of First Refusal

---

Date

---

Prospective Franchisee (Print Name)

---

Prospective Franchisee (Sign Name)