

FRANCHISE DISCLOSURE DOCUMENT



ACE HARDWARE CORPORATION

A Delaware corporation
2915 Jorie Boulevard
Oak Brook, Illinois 60523-2100
(630) 990-6600
MyAce@AceHardware.com
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 \$607,350 to \$1,990,180 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 \$132,600 to \$1,227,230. The total investment includes up to \$1,258,037.50 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 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, 2024

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
How much can I earn?	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.
How much will I need to invest?	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.
Does the franchisor have the financial ability to provide support to my business?	Exhibit R includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Ace Hardware business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be Ace Hardware franchisee?	Exhibits W and X lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	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.

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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 - (Reserved)
- Q - Professional Retail Services
- R - Financial Statements of the Company (FY2023)
- 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.

Name	Principal Business Address	Business Operations
Westlake Hardware, Inc. ("Westlake") a Delaware corporation	14000 Marshall Drive, Lenexa, Kansas 66215- 1221	Westlake, an indirect subsidiary of Ace, owns and operates 169 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") a Michigan corporation	27555 Farmington Road, Suite 110 Farmington Hills, Michigan 48334	GLA an indirect subsidiary of Ace, owns and operates 66 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.

Name	Principal Business Address	Business Operations
Ace Insurance Agency, Inc. (“Ace Insurance”) an Illinois corporation	2915 Jorie Boulevard Oak Brook, Illinois 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 Oak Brook, Illinois 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 Oak Brook, Illinois 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 Oak Brook, Illinois 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.

Name	Business Address	Business Operations
Ace Handyman Franchising, Inc. (“AHF”)	390 Union Boulevard Suite 520 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, 2023, there are 367 Ace Handyman Services franchises operating in the United States, and there were 12 Ace Handyman Services businesses operated by an AHF affiliate.
Ace Painting Franchising, LLC (“APF”)	390 Union Boulevard Suite 520 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, 2023, there are 0 Ace Hardware Painting Services franchises operating in the United States and there was 1

Name	Business Address	Business Operations
		Ace Hardware painting Services businesses operated by an APF affiliate.
Ace Plumbing Franchising, LLC ("APLF")	2915 Jorie Boulevard 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.

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 Hardware International Holdings, Ltd. ("AIH"), a direct subsidiary of Ace, is a Bermudian company 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.

AHI Licensing S. de R.L., a Panama company ("AHI Licensing"), is an indirect subsidiary of AIH that licenses Ace Hardware trademarks outside of the United States. There are 727 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 unless 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: Brett Stephenson

Mr. Stephenson became Chairman of the Board in May 2019. He was Vice Chairman of the Board August 2018 through May 2019. Mr. Stephenson has been a Director of Ace since June 2012. Mr. Stephenson's principal occupation is President of Ace Hardware Home Centers, Inc., a seven store Ace chain in Wyoming and Colorado, a position he has held since 2004.

Director: Dave Barker

Mr. Barker has been a Director of Ace since May 2018. His principal occupation is the President of BBCO, LLC, a five store Ace chain in the Austin, Texas area, a position he has held since 2013.

Director: Steven Burggraf

Mr. Burggraf has been a Director of Ace since May 2019. His principal occupation is the President and Chief Executive Officer of fourteen 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: Eric Lauterbach

Mr. Lauterbach has been a Director of Ace since May 2023. He is the President 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.

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: 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 Operations and New Business: John Kittell

Mr. Kittell was named our Vice President, Retail Operations and New Business in December 2020. He was Director, Business Development and Retention from January 2018 to November 2020.

Corporate Vice President of New Business: Jason Hipkind

Mr. Hipkind was named our Corporate Vice President of New Business in January 2021. From December 2019 to December 2020, he was a Divisional New Business Manager. From February 2016 to November 2019, he was a Regional Sales Manager for Do It Best Corp.

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.

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

DESCRIPTION OF STOCK	SHARES	TOTAL PRICE	METHOD OF PAYMENT
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
TOTAL COST OF STOCK		\$5,000	

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

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

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 (\$307.50/month for parent stores and \$128.25/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 \$37,730. 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 pay a prorated annual assessment of the lowest tier (\$5,000) until the end of the calendar year. 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 (\$5,000 - \$37,000). 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.

Type of Fee (1)	Amount	Due Date	Remarks
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	\$307.50 per month for all parent stores and \$128.25 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.
Annual Brand Assessment	Store's first calendar year: \$6,000 flat fee per store. 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.

Type of Fee (1)	Amount	Due Date	Remarks
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) Computer Hardware and Software Maintenance	\$35,000 - \$75,000. 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. 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.
Ace Rewards® Program	\$850 initial fee; \$75 per month, per store thereafter. Additional fees for direct mail per piece (\$0.34 - \$0.48) 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.

Type of Fee (1)	Amount	Due Date	Remarks
Ace Gift Card Program	\$41 - \$67.50 fee for display and \$30 for sign kit plus \$0.25 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. For example, group pricing for an eight tab is \$57.50 per thousand copies	10 days after billing	This program is optional. See Item 11. This is our advertising preprint program.
Monthly Sign Kit Program	\$200 per month for full kit; \$100 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.

Type of Fee (1)	Amount	Due Date	Remarks
Helpful Experience Program (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. 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 - \$5,000. 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.
SAVINGSsource®	Will vary depending on services utilized.	10 days after billing	Services are optional. See further explanation in Note (12) below.
Mango Report	\$48 per month (single or main store) \$38 per month each additional store	10 days after billing	Services are optional.

Type of Fee (1)	Amount	Due Date	Remarks
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, 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 2024 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) There are eight 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 pay a prorated annual assessment of the lowest tier until the end of the calendar year. 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.

Local Lift Max Tiers
Total Annual Assessment
\$5,000
\$8,000
\$12,000
\$17,000
\$22,000
\$27,000
\$32,000
\$37,000

Any changes to your store's Local Lift Max Assessment tier will be communicated by October 1st for the following year. In 2024, the annual assessment will be billed in 20 installments beginning March 29, 2024, which will be billed on the store's bi-weekly statement. In 2025 and in subsequent years, 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) 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)
- (12) 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.

- (13) 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.
- (14) 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

TYPE OF EXPENDITURE (1)	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
INITIAL FRANCHISE FEE – Affiliation Fee (2) Capital Stock Subscription	\$5,000 \$5,000	Lump sum Lump sum	After approval of membership After approval of membership	Us Us
ADVERTISING (3)(4) Initial Brand Assessment	\$6,000 - \$12,000	Lump sum or installments	(See Note 3)	Us
Local Lift Max Assessment	\$ 5,000 - \$37,000	Installments	(See Note 4)	Us
EXTERIOR SIGNAGE	\$10,000 - \$30,000	1) Lump sum 2) Lump sum	In advance or as otherwise required by your supplier	Us or 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) Store Planning, Interior Décor Consolidated fixtures, Furniture and Other Fixtures	\$102,750 – \$200,850	Lump sum	In advance or as otherwise required by your supplier	Us or Your suppliers if billed outside the Ace system (5)
STORE SET UP LABOR (7)	\$16 per sq. ft \$48,000 - \$160,000	Lump sum	In advance or as otherwise required by your supplier	Us or Your supplier if billed outside the Ace system (5)
EQUIPMENT (8)	\$91,100 - \$138,100	Lump sum or as required by supplier	In advance or as otherwise required by your supplier	Us or your supplier if billed outside the Ace system (5)
RENT (9) First 3 months' rent and security deposit	\$21,000 - \$107,000	Per Lease	Per Lease	To lessor
PREPAID EXPENSES - Dues, Permits, Subscriptions, utilities (deposits may be refundable) and other prepaid expenses	\$3,000 - \$15,000	As required	As required	To third parties
OPENING INVENTORY (10)	\$210,000 - \$1,000,000	(1) 6 months deferred dating followed by a credit up to specified dollar amounts of Ace recommended Discovery assortment products in your store's Opening Stock Order (OSO), 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 suppliers if billed outside the 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 10 payments if Ace program	Upon effective date	Ace Insurance or your choice of agency
NEW INVESTOR RETAIL TRAINING (12)	\$0 - \$37,730	Lump sum	Before opening	Us
ADDITIONAL FUNDS - Working capital for the first 90 days (13)	\$90,000 - \$205,000	As needed	As needed	Us and third parties
TOTAL OF ESTIMATED INITIAL INVESTMENT (13)	\$602,350 - \$1,990,180			

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 eight 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 pay a prorated annual assessment of the lowest tier until the end of the calendar year. 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. See Item 6, of this disclosure document for additional information on the Local Lift Max Assessment.
- (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 - Capital Stock Subscription (2)	\$5,000	Lump sum	60 days after store activation	Us
ADVERTISING Initial Brand Assessment (3)	\$6,000 - \$12,000	Installments	(See Note 3)	Us
Local Lift Max Assessment (4)	\$5,000	Installments	(See Note 4)	
SIGNAGE Exterior Signage	\$10,000 - \$30,000	Lump sum	Upon billing or as required by your supplier (See Note 5)	Us or Your supplier
INTERIOR DÉCOR & FIXTURES (5) Decorating, Furniture and Fixtures	\$40,000 - \$100,000	Lump sum	Upon billing	Us

TYPE OF EXPENDITURE (1)	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
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)	\$4,500- 37,730	Lump sum	Before opening	Us
TOTAL ESTIMATED INITIAL INVESTMENT (10)	\$132,600 - \$ 1,227,230			

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. There are eight 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 pay a prorated annual assessment of the lowest tier until the end of the calendar year. 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. 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).

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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 2023, Ace’s revenues from the sale of merchandise and services to our members were \$7.5 billion, or 83% of our consolidated revenues of \$9.1 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.

OBLIGATION	SECTION IN AGREEMENT (1)	DISCLOSURE DOCUMENT ITEM
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: 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

OBLIGATION	SECTION IN AGREEMENT (1)	DISCLOSURE DOCUMENT ITEM
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

OBLIGATION	SECTION IN AGREEMENT (1)	DISCLOSURE DOCUMENT ITEM
u. Renewal	Not applicable 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
INCENTIVE – NEW INVESTOR A (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. (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
INCENTIVE – BRANCH A (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.
INCENTIVE – GROCERY RETAILER-FREESTANDING ACE STORE - A (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 (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.	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: (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. (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.

PROGRAM NAME	ITEM FINANCED (SOURCE)	AMOUNT FINANCED	TERM	APR %	INSTALLMENTS	LOAN FEES	COLLATERAL	GUARANTEE	IMPACT OF DEFAULT AND LOSS OF LEGAL RIGHTS
INCENTIVE – (BRANCH) B (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.	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. (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. (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.
PROFESSIONAL RETAIL SERVICES AGREEMENT (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
STORE IMPROVEMENT INSTALLMENT LOAN PROGRAM (1) (2) (4)	Capital Items (Ace or Ace-approved vendor): ▸ Lighting ▸ Flooring and fixtures ▸ Exterior signage (limit of 15% of loan) ▸ Interior décor and signage ▸ Equipment (excluding computer or POS system). Labor Expense for Store Services (Ace or Ace-approved vendor): ▸ Visual merchandising ▸ Store planning. 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.

PROGRAM NAME	ITEM FINANCED (SOURCE)	AMOUNT FINANCED	TERM	APR %	INSTALLMENTS	LOAN FEES	COLLATERAL	GUARANTEE	IMPACT OF DEFAULT AND LOSS OF LEGAL RIGHTS
MULTI-UNIT CAPITAL STOCK FINANCING PROGRAM (1) (2) (6)	Build new stores/acquire existing hardware stores.	Loan amount up to \$400,000 per store. 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
ACE TO ACE ACQUISITION CAPITAL STOCK LOAN PROGRAM (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. 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
STORE IMPROVEMENT CAPITAL STOCK LOAN PROGRAM (1) (2) (4)	Assist an Ace retailer to finance certain full and partial store projects (described below) store expansions and store relocations. 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. Funds may be used for: • Lighting • Flooring and fixtures • Exterior	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.	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. 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
	signage (limit of 15% of loan) • Interior décor and signage • Equipment (excluding paint or POS computers or any other POS equipment). Labor Expense for Store Services (Ace or Ace-approved vendor): • Visual merchandising • Store planning. 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
STORE IMPROVEMENT CAPITAL STOCK LOAN PROGRAM (ACE ADVANTAGE CONVERSIONS GREATER THAN \$750K ANNUAL HANDLED PURCHASES) (1) (2) (4) (5)	Assist prospective retailers with the labor costs for 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.
STORE CONVERSION INCENTIVE AGREEMENT (ACE ADVANTAGE – GREATER THAN \$750K ANNUAL HANDLED PURCHASES) (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. 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.

PROGRAM NAME	ITEM FINANCED (SOURCE)	AMOUNT FINANCED	TERM	APR %	INSTALLMENTS	LOAN FEES	COLLATERAL	GUARANTEE	IMPACT OF DEFAULT AND LOSS OF LEGAL RIGHTS
STORE CONVERSION INCENTIVE (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.. 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. Credits for inventory purchases applied to Ace billing statements on which the payment for the deferred dating is due. 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.
PURCHASE AN ACE STORE INCENTIVE AGREEMENT (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.

PROGRAM NAME	ITEM FINANCED (SOURCE)	AMOUNT FINANCED	TERM	APR %	INSTALLMENTS	LOAN FEES	COLLATERAL	GUARANTEE	IMPACT OF DEFAULT AND LOSS OF LEGAL RIGHTS
DISCOVERY IMPROVEMENT INCENTIVE AGREEMENT (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 note in the store's purchase history; minimum 80% Discovery compliancy and 3 rd 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 (Ace Advantage \$750K+ 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, 2024, the Base Rate was 8.5%.

(9) Paragraph 4 of the Store Conversion (Ace Advantage \$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 \$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.

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 2023, 100% of the Ace Brand Assessment that was allocated to advertising and marketing was used for media placement and online digital marketing. In 2024, you will 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 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, Spark Communications for media 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 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, and, our Professional Retail Services Training Team (PRS) that delivers all of our in store and virtual leadership training sessions and 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.

The Retail Training department also delivers both Ace operations and Franklin Covey Leadership Development live, instructor led virtual classes monthly. There are sessions for Owners, Store Managers, and associates in your store:

Franklin Covey Leadership Development Sessions include:

- 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 Associate and Management Sessions include:

- Business to Business Training – one 2.5-hour session focused on positioning you and your team for driving business to business sales.
- Labor Force Optimization – three 2.5-hour sessions focused on reducing your task time in your store to increase your customer facing time.
- Associate Training – 4 2.5-hour sessions including: Department Knowledge Basics; Plumbing Training and Electrical Training and 1 1.5-hour session on Fulfilling Ace's Helpful Promise.
- Building Great Teams – six 2.5-hour sessions focused on general information concerning recruiting, onboarding, training both new and existing associates, and performance reviews.

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 \$5,000 per 4-day session in store or \$150 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 \$37,730, for a free-standing Ace new investor store. For investors adding an Ace store to an existing retail business, this amount is included in the pro-forma for the new Ace store.

Ace's Professional Retail Services (PRS) Training Consultants specialize in opening new stores and lead the Base Camp 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. Please see Item 2 for Ms. Khan'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
Associate Helpful Ready Training Manager Leader Ready Training	20 hours of online learning			Online Learning	\$0	\$0
Center of Excellence In-Store Training (In-store application of learnings in a High Performing Ace Store)			5 days in-store training	5 Days at Regional Center of Excellence Store	16500	0
In Person and Virtual Training Sessions focused on: • Store Planning & Merchandising • Ace Operating Systems • Marketing Programs • Financial Management • People Management • Store Systems and Technology	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	5 in-store coaching visits with Training Consultant	Online Learning Virtual Classroom Training Virtual One on One Training In-store Training	\$25,000	\$16,750
Inventory Management Training & Coaching		9 (1-Hour) Virtual Training with Store Systems Consultant	5 in-store training visits with Store Systems Consultant	Virtual One on One Training & In-store Training	\$25,000	\$16,750
Leadership Training • Franklin Covey Leadership Classes		8 (2.5-Hour) Training Sessions		Virtual Classroom Training Sessions	\$4000	\$0
New Associate Training for new store			3.5 days in-store training with Training Consultant	In-Store	\$5,000	\$4,230

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
Business to Business Training		1 (2.5-Hour) Virtual Classroom Training Session		Virtual Classroom Training Sessions	\$0	\$0
Operations Excellence Review Post Open			Minimum 2 hours conducted during in-store visits listed above	In-Store	\$0	\$0
Total Cost of New Owner Training					\$57,050	\$37,730

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). A second 3 days of training will occur within the first 6 weeks post conversion 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.

SUMMARY OF CONVERSION STORE 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	CONVERSION BUNDLED TRAINING COST
Week of Conversion - Review conversion data and identify exceptions that require correction - Review system settings and apply Ace Best Practice - Implement Role Based Security on ACENET - Review Price Change procedures - Review inventory management basics and determine gaps - Assist with ordering and receiving first Ace replenishment order from Ace			3 days in-store training and assistance with Professional Retail Services Consultant	In-store Training	\$5,000	\$4,500

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	CONVERSION BUNDLED TRAINING COST
Post Conversion - Navigate Acenet - Ace Way of Retailing (AWOR) - Ace Learning Place - Associate and Manager Learning Plans - Stock Reserve, Seasonal Planners and Bulletin ordering - MyStore setup and updates - Reviewing and reconciling the Ace statement and invoices - Item Change Management - Ace Gift Card – selling and redeeming - Ace Customer Experience - Employee Engagement - Damages, Defectives and RGA			3 days in-store training and assistance with Professional Retail Services Consultant		\$5,000	\$4,500
Leadership Training - Leader Ready Certified 6 Critical Practices for Leading a Team & Building Great Teams classes		10 (2.5-Hour) Training Sessions		Ace Learning Place Virtual Classroom Training Sessions	\$0	\$0
Associate Training - Helpful Ready Certified - Electrical Product Knowledge Training - Plumbing Product Knowledge Training		1 (1.5-Hour) Training Sessions 2 (2.5-Hour) Training Sessions		Ace Learning Place Virtual Classroom Training Sessions	\$0	\$0
Business to Business Training		1 (2.5-Hour) Virtual Classroom Training Session		Virtual Classroom Training Sessions	\$0	\$0

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	CONVERSION BUNDLED TRAINING COST
Total Cost of Conversion Store Training					\$10,000	\$9,000

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

DESCRIPTION OF MARK	DATE OF REGISTRATION	REGISTRATION NUMBER	EXPIRATION DATE
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 \$35 per square foot of retail space or \$210 per linear foot; and
 - b. 50% of the Company's entire Category Management (Discovery) SKU selection for the basic hardware departments (Departments 1 through 5 and 7), as the same may be amended by Ace from time to time.
2. Refrain from stocking products for sale that may be detrimental to the Ace brand.
3. Refrain from offering in-home services under the Ace marks.

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.

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
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.
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.

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
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.
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.

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
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: Branch Store A/New Investor A/Grocery Retailer Freestanding Ace Store A 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.
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.

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
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.
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).

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
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 2022 RFR prepared by PPG used single store operations data voluntarily supplied by 698 participating Ace branded stores ("Reporting Stores"). The Reporting Stores represent 15.4% of total domestic Ace branded member stores operating as of December 31, 2022. All but three (3) 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 18.1 years, ranging from 0 to 57 years and the median was 14 years. As of December 31, 2023, 685 of the Reporting Stores are still operating (10 stores have closed). 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 (Convenience, Core and Super); Home Centers and Lumber/Contractor Oriented Supply. Hardware Stores cater to Do-It-Yourself consumers, focusing on repair, replacement, and small projects. Hardware Stores are further separated into three 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. Lumber/Contractor-Oriented Supply caters primarily to building and remodeling contractors, featuring lumber and building materials as well as essential core hardware items.

Of the Reporting Stores, 118 stores (16.9%) 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 \$1,833,436. The average annual sales volume of the Reporting Stores in the Convenience Hardware Format was \$ 3,013,364. The highest and lowest sales results for the Reporting Stores in the Convenience Hardware Format were \$24,501,915 and \$110,361.

Of the Reporting Stores, 337 stores (48.2%) 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 \$2,895,085. The average annual sales volume of the Reporting Stores in the Core

Hardware Format was \$3,393,423. The highest and lowest sales results for the Reporting Stores were \$19,259,343 and \$582,959.

Of the Reporting Stores, 189 (27%) 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 \$4,657,022. The average annual sales volume of the Reporting Stores in the Super Hardware Format was \$5,976,574. The highest and lowest sales results for the Reporting Stores were \$56,992,086 and \$534,048.

Of the Reporting Stores, 41 (5.9%) are in the Home Center Format. The median annual sales volume of the Reporting stores in the Home Center Format is \$8,579,118. The average annual sales volume of the Reporting Stores in the Home Center Format was \$4,837,378. The highest and lowest sales results for the Reporting Stores were \$62,776,610 and \$1,044,354.

Of the Reporting Stores, 13 (1.5%) are in the Contractor Orientated Supply Format. The median annual sales volume of the Reporting stores in the Contractor Orientated Supply Format is \$6,800,545. The average annual sales volume of the Reporting Stores in the Contractor Orientated Supply Format was \$12,052,962. The highest and lowest sales results for the Reporting Stores were \$72,093,431 and \$1,347,515.

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, agricultural cooperatives 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

Table No. 1 Systemwide Outlet Summary For Years 2021 to 2023				
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	4441	4540	+99
	2022	4540	4645	+105
	2023	4645	4759	+114
Company-Owned	2021	206	211	+5
	2022	211	222	+11
	2023	222	235	+13
TOTALS	2021	4647	4751	+104
	2022	4751	4867	+116
	2023	4867	4994	+127

Table No. 2 Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) For Years 2021-2023		
State	Year	Number of Transfers
Alabama	2021	0
	2022	2
	2023	2
Alaska	2021	0
	2022	0
	2023	1
Arizona	2021	2
	2022	6
	2023	3
Arkansas	2021	1
	2022	3
	2023	0
California	2021	6
	2022	10
	2023	6
Colorado	2021	0
	2022	2
	2023	4
Connecticut	2021	2
	2022	0
	2023	1
Delaware	2021	0
	2022	0
	2023	0
District of Columbia	2021	0
	2022	0
	2023	0
Florida	2021	2
	2022	3
	2023	2
Georgia	2021	5
	2022	11
	2023	7
Hawaii	2021	0
	2022	0
	2023	0
Idaho	2021	0
	2022	2
	2023	1
Illinois	2021	2
	2022	18
	2023	3
Indiana	2021	1
	2022	0
	2023	1

Table No. 2 Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) For Years 2021-2023		
State	Year	Number of Transfers
Iowa	2021	0
	2022	3
	2023	1
Kansas	2021	4
	2022	1
	2023	1
Kentucky	2021	0
	2022	6
	2023	2
Louisiana	2021	1
	2022	0
	2023	3
Maine	2021	1
	2022	3
	2023	1
Maryland	2021	1
	2022	1
	2023	0
Massachusetts	2021	1
	2022	0
	2023	0
Michigan	2021	6
	2022	5
	2023	3
Minnesota	2021	3
	2022	3
	2023	4
Mississippi	2021	0
	2022	1
	2023	0
Missouri	2021	1
	2022	4
	2023	0
Montana	2021	0
	2022	1
	2023	0
Nebraska	2021	1
	2022	0
	2023	0
Nevada	2021	0
	2022	2
	2023	2
New Hampshire	2021	1
	2022	0
	2023	0
	2021	0

Table No. 2 Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) For Years 2021-2023		
State	Year	Number of Transfers
New Jersey	2022	6
	2023	8
New Mexico	2021	1
	2022	0
	2023	0
New York	2021	2
	2022	6
	2023	2
North Carolina	2021	3
	2022	3
	2023	5
North Dakota	2021	1
	2022	0
	2023	0
Ohio	2021	1
	2022	13
	2023	3
Oklahoma	2021	6
	2022	1
	2023	2
Oregon	2021	4
	2022	1
	2023	3
Pennsylvania	2021	1
	2022	1
	2023	12
Rhode Island	2021	0
	2022	0
	2023	0
South Carolina	2021	1
	2022	1
	2023	3
South Dakota	2021	2
	2022	0
	2023	1
Tennessee	2021	2
	2022	20
	2023	4
Texas	2021	13
	2022	2
	2023	6
Utah	2021	2
	2022	1
	2023	0
Vermont	2021	0
	2022	0

Table No. 2 Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) For Years 2021-2023		
State	Year	Number of Transfers
	2023	0
Virginia	2021	0
	2022	1
	2023	0
Washington	2021	1
	2022	7
	2023	1
West Virginia	2021	2
	2022	1
	2023	1
Wisconsin	2021	10
	2022	6
	2023	5
Wyoming	2021	0
	2022	0
	2023	1
TOTALS	2021	96
	2022	157
	2023	105

Table No. 3 Status of Franchised Outlets For Years 2021 to 2023								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Alabama	2021	75	7	0	0	0	0	82
	2022	82	6	2	0	0	0	86
	2023	86	4	1	0	0	0	89
Alaska	2021	23	2	1	0	0	0	28
	2022	28	3	0	0	0	0	31
	2023	31	1	2	0	0	0	30
Arizona	2021	131	5	1	0	0	0	135
	2022	135	3	2	0	0	0	136
	2023	136	3	1	0	0	0	138
Arkansas	2021	52	1	0	0	0	0	53
	2022	53	3	1	0	0	0	55
	2023	55	2	2	0	0	0	55
California	2021	398	12	6	0	0	0	404
	2022	404	6	5	0	1	0	404
	2023	404	8	17	0	0	0	395
Colorado	2021	124	6	4	0	0	0	126
	2022	126	4	2	0	0	0	128
	2023	128	3	1	0	0	0	130
Connecticut	2021	33	6	0	0	0	0	39
	2022	39	1	0	0	0	0	40
	2023	40	5	1	0	0	0	44
Delaware	2021	9	1	0	0	0	0	10

Table No. 3
Status of Franchised Outlets
For Years 2021 to 2023

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	2022	10	0	0	0	0	0	10
	2023	10	1	0	0	0	0	11
District of Columbia	2021	8	0	0	0	0	0	8
	2022	8	0	1	0	0	0	7
	2023	7	0	0	0	0	0	7
Florida	2021	285	7	2	0	0	0	290
	2022	290	11	1	0	0	0	300
	2023	300	9	2	0	0	0	307
Georgia	2021	166	6	3	0	0	0	169
	2022	169	5	3	0	0	0	171
	2023	171	7	0	0	0	0	178
Hawaii	2021	26	2	3	0	0	0	25
	2022	25	0	0	0	0	0	25
	2023	25	0	0	0	0	0	25
Idaho	2021	56	2	0	0	0	0	58
	2022	58	1	0	0	0	0	59
	2023	59	3	0	0	0	0	62
Illinois	2021	207	2	3	0	0	0	206
	2022	206	2	0	0	0	0	208
	2023	208	5	5	0	0	0	208
Indiana	2021	87	3	3	0	1	0	86
	2022	86	0	0	0	0	0	86
	2023	86	3	0	0	0	0	89
Iowa	2021	55	2	0	0	0	0	57
	2022	57	1	1	0	0	0	57
	2023	57	5	0	0	0	0	62
Kansas	2021	39	0	1	0	0	0	38
	2022	38	0	0	0	0	0	38
	2023	38	1	0	0	1	0	38
Kentucky	2021	60	6	0	0	0	0	66
	2022	66	4	0	0	0	0	70
	2023	70	2	0	0	0	0	72
Louisiana	2021	80	2	1	0	0	0	81
	2022	81	1	1	0	0	0	81
	2023	81	0	1	0	0	0	80
Maine	2021	35	0	0	0	0	0	35
	2022	35	9	0	0	0	0	44
	2023	44	9	0	0	0	0	53
Maryland	2021	49	0	0	0	0	0	49
	2022	49	3	0	0	0	0	52
	2023	52	1	3	0	0	0	50
Massachusetts	2021	110	7	3	0	0	0	114
	2022	114	2	2	0	0	0	114
	2023	114	7	0	0	0	0	121
Michigan	2021	165	6	4	0	0	0	167
	2022	167	4	3	0	1	0	167
	2023	167	8	1	0	0	0	174
Minnesota	2021	131	5	24	0	0	0	112
	2022	112	6	0	0	0	0	118
	2023	118	4	2	0	0	0	120
Mississippi	2021	45	2	1	0	0	0	46
	2022	46	1	1	0	0	0	46
	2023	46	4	1	0	0	0	49

Table No. 3
Status of Franchised Outlets
For Years 2021 to 2023

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Missouri	2021	45	4	0	0	0	0	49
	2022	49	1	0	0	0	0	50
	2023	50	2	2	0	0	0	50
Montana	2021	51	2	0	0	0	0	53
	2022	53	1	0	0	0	0	54
	2023	54	2	1	0	0	0	55
Nebraska	2021	42	1	0	0	0	0	43
	2022	43	2	0	0	0	0	45
	2023	45	1	1	0	0	0	45
Nevada	2021	23	2	0	0	0	0	25
	2022	25	2	1	0	0	0	26
	2023	26	3	2	0	0	0	27
New Hampshire	2021	34	0	2	0	0	0	32
	2022	32	0	1	0	0	0	31
	2023	31	2	1	0	0	0	32
New Jersey	2021	55	0	0	0	0	0	55
	2022	55	1	2	0	0	0	54
	2023	54	1	1	0	0	0	54
New Mexico	2021	30	0	0	0	0	0	30
	2022	30	1	0	0	0	0	31
	2023	31	2	1	0	0	0	32
New York	2021	190	9	0	0	0	0	199
	2022	199	5	4	0	0	0	200
	2023	200	9	1	0	0	0	208
North Carolina	2021	98	5	1	0	0	0	102
	2022	102	5	2	0	0	0	105
	2023	105	8	0	0	0	0	113
North Dakota	2021	23	0	3	0	0	0	20
	2022	20	1	0	0	0	0	21
	2023	21	1	0	0	0	0	22
Ohio	2021	143	3	2	0	0	0	144
	2022	144	4	0	0	1	0	147
	2023	147	1	1	0	0	0	147
Oklahoma	2021	56	2	2	0	0	0	56
	2022	56	2	1	0	0	0	57
	2023	57	1	1	0	0	0	57
Oregon	2021	85	5	0	0	0	0	90
	2022	90	0	1	0	0	0	89
	2023	89	4	1	0	0	0	92
Pennsylvania	2021	145	5	0	0	0	0	150
	2022	150	5	3	0	0	0	152
	2023	152	8	6	0	0	0	154
Rhode Island	2021	17	0	0	0	0	0	17
	2022	17	0	0	0	0	0	17
	2023	17	1	0	0	0	0	18
South Carolina	2021	79	3	1	0	0	0	81
	2022	81	4	0	0	0	0	85
	2023	85	4	0	0	0	0	89
South Dakota	2021	43	4	0	0	0	0	47
	2022	47	2	0	0	0	0	49
	2023	49	0	0	0	0	0	49
Tennessee	2021	98	2	0	0	0	0	100
	2022	100	7	2	0	0	0	105

Table No. 3
Status of Franchised Outlets
For Years 2021 to 2023

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	2023	105	2	2	0	0	0	105
Texas	2021	254	17	4	0	0	0	267
	2022	267	15	3	0	0	0	279
	2023	279	11	3	0	0	0	287
Utah	2021	56	5	0	0	0	0	61
	2022	61	3	1	0	0	0	63
	2023	63	1	0	0	0	0	64
Vermont	2021	32	0	0	0	0	0	32
	2022	32	0	0	0	0	0	32
	2023	32	9	3	0	0	0	38
Virginia	2021	71	6	0	0	0	0	77
	2022	77	4	0	0	0	0	81
	2023	81	5	1	0	0	0	85
Washington	2021	133	0	2	0	2	0	125
	2022	125	4	0	0	0	0	129
	2023	129	6	5	0	0	0	130
West Virginia	2021	32	0	0	0	0	0	32
	2022	32	0	1	0	0	0	31
	2023	31	2	1	0	0	0	32
Wisconsin	2021	132	10	0	0	0	0	142
	2022	142	9	2	0	0	0	149
	2023	149	7	0	0	0	0	156
Wyoming	2021	25	2	0	0	0	0	27
	2022	27	4	1	0	0	0	30
	2023	30	2	1	0	0	0	31
TOTALS	2021	4441	179	77	0	3	0	4540
	2022	4540	158	50	0	3	0	4645
	2023	4645	190	75	0	1	0	4759

Table No. 4
Status of Company-Owned Outlets
For Years 2021 to 2023 (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	2021	12	0	0	0	0	12
	2022	12	4	1	0	0	17
	2023	17	3	0	0	0	20
Illinois	2021	7	0	0	0	0	7
	2022	7	0	0	0	0	7
	2023	7	0	0	0	0	7
Indiana	2021	1	0	1	0	0	2
	2022	2	2	0	0	0	4
	2023	4	1	0	0	0	5
Iowa	2021	2	0	0	0	0	2
	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
Kansas	2021	28	2	0	0	0	30
	2022	30	0	1	1	0	29
	2023	29	4	0	1	0	32
Kentucky	2021	3	0	0	0	0	3
	2022	3	0	0	0	0	3
	2023	3	1	0	0	0	4
Michigan	2021	49	1	0	0	0	50
	2022	50	0	1	0	0	51
	2023	51	0	0	0	0	51
Missouri	2021	36	0	0	1	0	35
	2022	35	2	0	0	0	37
	2023	37	1	0	0	0	38
Nebraska	2021	15	0	0	0	0	15
	2022	15	0	0	0	0	15
	2023	15	0	0	0	0	15
New Mexico	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
New York	2021	3	0	0	0	0	3
	2022	3	0	0	0	0	3
	2023	3	0	0	0	0	3
North Carolina	2021	11	0	0	0	0	11
	2022	11	2	0	0	0	13
	2023	13	2	0	0	0	15
Ohio	2021	4	0	0	0	0	4
	2022	4	0	1	0	0	5
	2023	5	1	0	0	0	6
Oklahoma	2021	15	0	0	0	0	15
	2022	15	0	0	1	0	14
	2023	14	1	0	0	0	15
Texas	2021	13	0	0	0	0	13
	2022	13	0	0	0	0	13
	2023	13	0	0	0	0	13
Washington	2021	6	0	2	0	0	8
	2022	8	0	0	0	0	8
	2023	8	0	0	0	0	8

Table No. 4
Status of Company-Owned Outlets
For Years 2021 to 2023 (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
All Other States	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
TOTALS	2021	206	3	3	1	0	211
	2022	211	10	3	2	0	222
	2023	222	14	0	1	0	235

Note: Ace does not operate any company-owned stores. Company-owned outlets in California, Illinois, Iowa, Kansas, 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, 2023

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
Alabama	2	4	0
Alaska	0	2	0
Arizona	0	2	0
Arkansas	1	3	9
California	5	16	3
Colorado	3	3	0
Connecticut	2	3	0
Delaware	0	0	0
District of Columbia	0	0	0
Florida	3	8	0
Georgia	5	7	0
Hawaii	0	0	0
Idaho	1	0	0
Illinois	1	3	13
Indiana	3	7	0
Iowa	0	1	0
Kansas	0	1	2
Kentucky	0	3	0
Louisiana	1	2	0
Maine	6	7	0
Maryland	0	1	2
Massachusetts	16	15	0
Michigan	1	7	0
Minnesota	1	6	0
Mississippi	0	2	0
Missouri	1	3	1
Montana	0	0	0
Nebraska	0	2	2
Nevada	0	3	0
New Hampshire	8	8	0
New Jersey	0	4	0
New Mexico	0	2	0
New York	10	6	0
North Carolina	4	10	3
North Dakota	0	0	0
Ohio	3	5	0
Oklahoma	1	2	2
Oregon	0	1	0
Pennsylvania	2	2	0
Rhode Island	0	0	0
South Carolina	1	2	0
South Dakota	0	0	0
Tennessee	2	4	0
Texas	6	15	0

Table No. 5 Projected Openings as of December 31, 2023			
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	2	5	0
Vermont	7	7	0
Virginia	2	3	0
Washington	3	6	0
West Virginia	0	2	0
Wisconsin	2	5	0
Wyoming	0	0	0
	These dealers have been accepted and are under construction		
TOTAL	105	200	14

ESTIMATE OF MEMBERSHIPS TO BE GRANTED

It is estimated that Ace will grant 200 memberships during the year ending December 31, 2024. Of this total, it is estimated that 28 memberships will be granted for a new owner of a new hardware store (i.e., owner has no prior hardware affiliation), 90 memberships will be granted to new owners of existing Ace stores and 82 memberships will be granted to existing (non-Ace) retailers converting from another hardware affiliation. It is estimated that there will be an additional 14 company-owned locations opened or acquired during the year ending December 31, 2024, 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 30, 2023, December 31, 2022, and January 1, 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 30, 2023, 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 - Reserved
- 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 \$35 per square foot of retail space or \$210 per linear foot; and
 - b. 50% of the Company's entire Category Management (Discovery) SKU selection for the basic hardware departments (Departments 1 through 5 and 7), 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 new hire orientation and a minimum of ten hours of training each year for every full time employee;
 - 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.

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 Sears 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 \$35 per square foot of retail space or \$210 per linear foot; and
 - b. 50% of the Company's entire Category Management (Discovery) SKU selection for the basic hardware departments (Departments 1 through 5 and 7), 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 new hire orientation and a minimum of ten hours of training each year for every full time employee;
 - 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.

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 Sears 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.

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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.

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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.
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****

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.

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

www.visa.com/cisp.

Detailed information about MasterCard's SDP program can be found at the MasterCard SDP website: 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.

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.

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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 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#:		Date:	
Store Name:	#N/A	Project Type:	
Store Address:	#N/A	Division/DPM:	#N/A
Store Contact Name:		Project Manager:	
Store Contact Phone #		District Manager:	#N/A
Store Contact Email Address		Regional Manager:	#N/A

PROJECT TIME FRAME & PLAN DETAILS

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

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

☐ Merchandising Services	
0 4' sections POG	0 4' sections Freehand
0 Endcaps	0 Clip Strips
0 Sliders POG	0 Sliders Freehand
0 Total 4ft' Sections	0 Total Sliders
☐ If REMODEL project, select:	Indicate all departments in Partial Remodel:
☐ Store will have an exterior Garden Center. Approximate number of 4ft sections to be merchandised	
☐ Merchandising of Bulk Lay Down Area required. Approximate sq.ft.	
☐ Ben Moore Chip Rack Installation Required:	
☐ Assembly services required by Merchandising Service Organization	
Cornerstone Format Size	
#N/A # of Weber Grills	#N/A # of Traeger
#N/A # of Big Green Egg	#N/A # of Mowers
#N/A # of Pressure Washers	#N/A Other Display Installations not listed
Additional information (Bulk/Assembly):	

☐ Merchandising services **NOT** performed by Service Provider and/or Merchandiser for the following areas as these sections will be set by the **Vendor Direct Representative or Retailer**.

4ft sections of fasteners	4ft sections garden/power tools
4ft sections of paint	4ft sections items not addressed
Enter description of items not addressed above	
Total of 0 4' sections NOT 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
- ☐ Dumpster required ☐ Storage Container required ☐ Gondola Train Rental week(s).
- (*Not supplied by Merchandising Vendor. Billed direct through Gondola Train and coordinated by the PM.)
- ☐ 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

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	- Measuring services by our 3rd Party Vendor - Complete Fixture Plan & Merchandise Plan per Ace Category Management & Retail Development Best Practices (\$8,000 value) - Interior Store Décor Plan (\$1,250 value) - Interior LED Lighting Plan (\$1,000 value) - Store Location Code Plan (\$1,250 value) - Electrical/Data Plan (\$1000 value) - Gross Profit Dollar/Data Sales Analysis	\$7,000 BEST VALUE
	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 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 per retail sq foot
	SHELF COUNT	3rd party vendor will document all shelf counts and sizes within each section. .	\$0.05 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 DATE _____ DATE BUILDING READY TO SURVEY _____
RETAILER SIGNATURE _____ DATE SIGNED _____
RETAILER OR PM NOTES FOR PLANNER OR SURVEYOR _____
PROJECT MANAGER NAME _____ PROJECT TYPE _____ IF DISC, SPECIFY CONV or COO _____
STORE PLANNER _____ FIXTURE INFO _____
DEPARTMENT ONLY PLANS. LIST DEPARTMENTS BEING IMPACTED _____
PROJECT # _____

RETAILER'S INITIALS _____

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 3rd Party Vendor shall be passed onto Retailers and billed to Retailer upon completion of services.

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

RETAILER'S INITIALS _____

REMODEL ENGAGEMENT Focus on ensuring inventory accuracy. Obsolete inventory ("NOP") is identified and closed out. Location codes are loaded post project (\$1200)

RETAILER'S INITIALS _____

LOCATION CODE LOAD (ONLY) Post project location codes are updated and uploaded. (\$750)

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 objects¹ (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.

¹ 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.

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 objects¹ (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)

¹ 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 "**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.

[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 objects¹ (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:

¹ 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 objects¹ (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.

¹ 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

☐	Full Store Retrofit (Depts. 1-5 & 7)	Dept 1	_____	est
		Dept 2	_____	est
☐	Partial Store Retrofit (3 Core Departments)	Dept 3	_____	est
☐	Expansion	Dept 4	_____	est
☐	Relocation	Dept 5	_____	est
		Dept 6	_____	est
☐	New Floor plan	Dept 7	_____	est
	or	Dept 8	_____	est
☐	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

☐	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:

☐	Labor (Merchandising services and store planning)	Est. Cost: \$	_____
☐	Fixtures and Flooring	Est. Cost: \$	_____
☐	Lighting	Est. Cost: \$	_____
☐	Exterior Signage (up to 15% of loan \$\$)	Est. Cost: \$	_____
☐	Interior Signage & Décor	Est. Cost: \$	_____
☐	Markdown dollars (up to 10% of loan \$\$)	Est. Cost: \$	_____
☐	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

☐	Full Store Retrofit (Depts. 1-5 & 7)	Dept 1	_____	est
☐	Partial Store Retrofit (3 Core Departments)	Dept 2	_____	est
☐	Expansion	Dept 3	_____	est
☐	Relocation	Dept 4	_____	est
		Dept 5	_____	est
		Dept 6	_____	est
☐	New Floor plan	Dept 7	_____	est
	or	Dept 8	_____	est
☐	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

☐	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:

☐	Labor (Merchandising services and store planning)	Est. Cost: \$ _____
☐	Fixtures and Flooring	Est. Cost: \$ _____
☐	Lighting	Est. Cost: \$ _____
☐	Exterior Signage (up to 15% of loan \$\$)	Est. Cost: \$ _____
☐	Interior Signage & Décor	Est. Cost: \$ _____
☐	Markdown Dollars (up to 10% of loan \$\$)	Est. Cost: \$ _____
☐	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 1st 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 a Lender recommended visual merchandising or store planning services provider; (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; (f) inventory markdown dollars (up to a maximum of ten percent (10%) of the Loan Amount); or (g) equipment (excluding computers or point of sale equipment).

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
2200 Kensington Court
Oak Brook, Illinois 60523-2100
Attention: Treasurer
Telephone: (630) 990-8160
Telecopier: (630) 572-6389

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:

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

- 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.
- 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: _____

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

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: _____

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 twelve (12) payments billed equally on the next twelve (12) Ace statements;
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 CONSISTUTE 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: _____
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
2023 Annual Report



ACE HARDWARE CORPORATION
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SUPPLEMENTARY DATA

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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 30, 2023 and December 31, 2022, 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 30, 2023, 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 30, 2023 and December 31, 2022, and the results of its operations and its cash flows for each of the three fiscal years in the period ended December 30, 2023 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.

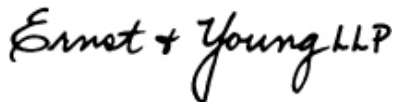
Auditor’s Responsibilities for the Audit of the Financial Statements

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.



Chicago, Illinois
February 13, 2024

ACE HARDWARE CORPORATION
CONSOLIDATED BALANCE SHEETS
(In millions, except share data)

	December 30, 2023	December 31, 2022
Assets		
Cash and cash equivalents	\$ 31.9	\$ 28.5
Marketable securities	49.4	53.3
Receivables, net of allowance for doubtful accounts of \$12.1 and \$7.0, respectively	674.4	650.8
Inventories	1,235.1	1,303.7
Prepaid expenses and other current assets	69.9	59.7
Total current assets	2,060.7	2,096.0
Property and equipment, net	541.0	463.6
Operating lease right-of-use assets, net	668.0	613.8
Finance lease right-of-use assets, net	123.9	84.2
Goodwill and other intangible assets	410.9	105.7
Other assets	153.1	127.7
Total assets	\$ 3,957.6	\$ 3,491.0
Liabilities and Equity		
Current maturities of long-term debt	\$ 49.1	\$ 15.1
Accounts payable	1,081.5	1,165.5
Patronage distributions payable in cash	137.1	133.1
Patronage refund certificates payable	29.1	23.1
Current operating lease liabilities	88.5	77.0
Current finance lease liabilities	25.6	17.2
Accrued expenses	292.0	299.5
Total current liabilities	1,702.9	1,730.5
Long-term debt	359.2	23.0
Patronage refund certificates payable	149.6	111.3
Long-term operating lease liabilities	603.2	562.4
Long-term finance lease liabilities	100.4	67.6
Other long-term liabilities	120.9	104.4
Total liabilities	3,036.2	2,599.2
Member Retailers' Equity:		
Class A voting common stock, \$1,000 par value, 10,000 shares authorized, 2,615 and 2,662 issued and outstanding, respectively	2.6	2.7
Class C nonvoting common stock, \$100 par value, 10,000,000 shares authorized 7,226,176 and 6,561,209 issued and outstanding, respectively	722.6	656.1
Class C nonvoting common stock, \$100 par value, issuable to Retailers for patronage distributions, 897,317 and 1,181,824 shares issuable, respectively	89.7	118.1
Contributed capital	19.2	19.2
Retained earnings	78.2	87.2
Accumulated other comprehensive income (loss)	0.3	(2.3)
Equity attributable to Ace member Retailers	912.6	881.0
Equity attributable to noncontrolling interests	8.8	10.8
Total equity	921.4	891.8
Total liabilities and equity	\$ 3,957.6	\$ 3,491.0

See accompanying notes to the consolidated financial statements.

ACE HARDWARE CORPORATION
CONSOLIDATED STATEMENTS OF INCOME
(In millions)

	Years Ended		
	December 30, 2023 (52 Weeks)	December 31, 2022 (52 Weeks)	January 1, 2022 (52 Weeks)
Revenues:			
Wholesale revenues	\$ 8,344.7	\$ 8,372.3	\$ 7,782.2
Retail revenues	786.4	797.5	812.0
Total revenues	9,131.1	9,169.8	8,594.2
Cost of revenues:			
Wholesale cost of revenues	7,223.1	7,368.8	6,849.6
Retail cost of revenues	430.1	439.6	450.2
Total cost of revenues	7,653.2	7,808.4	7,299.8
Gross profit:			
Wholesale gross profit	1,121.6	1,003.5	932.6
Retail gross profit	356.3	357.9	361.8
Total gross profit	1,477.9	1,361.4	1,294.4
Wholesale operating expenses:			
Distribution operations expenses	281.5	262.3	247.3
Selling, general and administrative expenses	314.7	244.6	222.5
Retailer success and development expenses	234.5	223.2	213.0
Retail operating expenses	280.1	287.5	269.9
Retail pre-opening expenses	6.0	1.9	2.9
Total operating expenses	1,116.8	1,019.5	955.6
Operating income	361.1	341.9	338.8
Interest expense	(38.4)	(19.2)	(14.4)
Interest income	5.4	3.2	2.0
Other (expense) income, net	(3.7)	23.7	18.6
Income tax expense	(1.0)	(9.0)	(15.0)
Net income	323.4	340.6	330.0
Less Net loss attributable to noncontrolling interests	(2.7)	(1.1)	(0.7)
Net income attributable to Ace Hardware Corporation	\$ 326.1	\$ 341.7	\$ 330.7
Patronage distributions accrued	\$ 356.5	\$ 344.5	\$ 314.4
Patronage distributions accrued for third party Retailers	\$ 335.7	\$ 323.6	\$ 294.1

See accompanying notes to the consolidated financial statements.

ACE HARDWARE CORPORATION
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In millions)

	Years Ended		
	December 30, 2023 (52 Weeks)	December 31, 2022 (52 Weeks)	January 1, 2022 (52 Weeks)
Net income	\$ 323.4	\$ 340.6	\$ 330.0
Other comprehensive income (loss), net of tax:			
Foreign currency translation gain (loss)	2.0	0.5	(0.1)
Unrealized gain (loss) on investments	1.1	(3.8)	(1.9)
Total other comprehensive income (loss), net	3.1	(3.3)	(2.0)
Comprehensive income	326.5	337.3	328.0
Less Comprehensive loss attributable to noncontrolling interests	(2.2)	(1.0)	(0.7)
Comprehensive income attributable to Ace Hardware Corporation	\$ 328.7	\$ 338.3	\$ 328.7

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 Issuable to Retailers for Patronage Dividends	Additional Stock Subscribed	Contributed Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interests	Total Equity
	Class A	Class C							
Balances at January 2, 2021	\$ 2.7	\$ 501.5	\$ 119.1	\$ -	\$ 19.0	\$ 32.3	\$ 3.0	\$ 12.3	\$ 689.9
Net income (loss)	-	-	-	-	-	330.7	-	(0.7)	330.0
Other comprehensive loss	-	-	-	-	-	-	(2.0)	-	(2.0)
Net payments on subscriptions	-	-	-	1.4	-	-	-	-	1.4
Stock issued	0.1	117.5	(119.1)	(1.4)	-	(0.1)	-	-	(3.0)
Change in noncontrolling interests	-	-	-	-	(0.1)	-	-	0.2	0.1
Stock repurchased	(0.1)	(35.2)	-	-	-	-	-	-	(35.3)
Patronage distributions issuable	-	-	120.9	-	-	-	-	-	120.9
Patronage distributions payable	-	-	-	-	-	(294.1)	-	-	(294.1)
Other	-	-	-	-	0.2	0.1	-	(0.1)	0.2
Balances at January 1, 2022	\$ 2.7	\$ 583.8	\$ 120.9	\$ -	\$ 19.1	\$ 68.9	\$ 1.0	\$ 11.7	\$ 808.1
Net income (loss)	-	-	-	-	-	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 (loss)	-	-	-	-	-	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

See accompanying notes to the consolidated financial statements.

ACE HARDWARE CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)

	Years Ended		
	December 30, 2023 (52 Weeks)	December 31, 2022 (52 Weeks)	January 1, 2022 (52 Weeks)
Operating Activities			
Net income	\$ 323.4	\$ 340.6	\$ 330.0
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	92.2	86.6	71.3
Non cash lease expense	26.9	17.1	8.8
Amortization of deferred financing costs	1.3	0.4	0.5
Loss (gain) on disposal of assets, net	5.5	(19.8)	(10.3)
Provision (credit) for doubtful accounts	6.9	3.0	(0.4)
Other, net	1.2	5.8	-
Changes in operating assets and liabilities, exclusive of effect of acquisitions:			
Receivables	(55.4)	(159.6)	(31.6)
Inventories	74.7	(77.3)	(89.7)
Other current assets	(9.1)	4.1	(8.7)
Other long-term assets	(13.5)	(9.1)	7.3
Accounts payable and accrued expenses	(104.7)	80.4	23.8
Other long-term liabilities	14.5	13.4	17.4
Deferred taxes	(0.1)	(3.1)	(4.8)
Net cash provided by operating activities	<u>363.8</u>	<u>282.5</u>	<u>313.6</u>
Investing Activities			
Purchases of investment securities	(39.9)	(60.3)	(40.4)
Proceeds from sale of investment securities	43.2	47.7	27.1
Purchases of property and equipment	(164.6)	(92.8)	(103.4)
Cash paid for acquired businesses, net of cash acquired	(309.7)	(12.8)	(2.8)
Increase in notes receivable, net	(31.8)	(19.7)	(14.3)
Proceeds from sale of assets	1.3	29.4	12.8
Other, net	(0.8)	(0.6)	(1.9)
Net cash used in investing activities	<u>(502.3)</u>	<u>(109.1)</u>	<u>(122.9)</u>
Financing Activities			
Net borrowings (payments) under revolving lines of credit	362.0	(4.9)	(23.1)
Principal payments on long-term debt	(17.8)	(7.1)	(13.4)
Principal portion of finance lease payments	(28.3)	(16.7)	(9.6)
Payments of debt issuance costs	(4.4)	-	(0.3)
Payments of cash portion of patronage distribution	(133.1)	(121.0)	(113.8)
Payments of patronage refund certificates	(26.7)	(26.1)	(17.1)
Repurchase of stock	(10.8)	(8.0)	(5.8)
Purchase of noncontrolling interests	(0.4)	(0.4)	(0.4)
Other, net	1.4	1.7	1.5
Net cash provided by (used in) financing activities	<u>141.9</u>	<u>(182.5)</u>	<u>(182.0)</u>
Increase (decrease) in cash and cash equivalents	3.4	(9.1)	8.7
Cash and cash equivalents at beginning of period	28.5	37.6	28.9
Cash and cash equivalents at end of period	<u>\$ 31.9</u>	<u>\$ 28.5</u>	<u>\$ 37.6</u>
Supplemental disclosure of cash flow information:			
Interest paid	\$ 29.7	\$ 14.5	\$ 11.5
Income taxes paid	<u>\$ 5.6</u>	<u>\$ 11.5</u>	<u>\$ 30.4</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 21.3 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 169-store Westlake Ace Hardware (“Westlake”) and the 66-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. AWH is a wholesaler of hardware, paint and other related products to non-member retailers.

Ace Services Holdings LLC (“ASH”), through its subsidiaries, operates Ace Handyman Services, a franchisor of home improvement, maintenance and repair services, Ace Hardware Painting Services, a provider of home painting services, and Legacy Plumbing, Inc. and Ace Hardware Plumbing Services, providers of residential plumbing services. On April 12, 2023, Ace Heating and Cooling Services, LLC (“AHCS”), a newly-formed subsidiary of ASH merged with Unique Indoor Comfort Holdings, LLC (“UICH”), with AHCS being the surviving entity. On May 3, 2023, a subsidiary of AHCS, Unique Indoor Comfort, LLC (“UIC”), acquired Parrish Services, Inc. (“Parrish”) and on December 29, 2023, UIC acquired Climate Technologies, Inc. (“Climate”). See Note 2 for additional details regarding the acquisitions.

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 2023, 2022 and 2021 ended on December 30, 2023, December 31, 2022 and January 1, 2022, respectively. Unless otherwise noted, all references herein for the years 2023, 2022 and 2021 represent fiscal years ended December 30, 2023, December 31, 2022 and January 1, 2022, respectively. Fiscal years 2023, 2022, and 2021 consisted of 52 weeks.

Subsequent events have been evaluated through February 13, 2024, 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 30, 2023 and December 31, 2022, the Company had outstanding checks in excess of bank balances totaling \$78.4 million and \$93.8 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 \$33.3 million and \$30.8 million at December 30, 2023 and December 31, 2022, respectively, were issued in favor of the insurance companies that reinsure a portion of NAIL's loss exposure. At December 30, 2023, 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.

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's e-commerce revenues come from Ace Hardware's website. For e-commerce transactions, customers choose whether to have merchandise delivered to them (using third-party parcel delivery companies) or to collect their merchandise from one of our stores ("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.

ACE HARDWARE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(In millions)

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 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:

	Years Ended	
	December 30, 2023	December 31, 2022
Warehouse merchandise	\$ 6,083.4	\$ 6,252.1
Direct shipment merchandise	1,491.0	1,522.8
ARH revenues	786.4	787.0
E-commerce	334.0	312.9
Service revenues	459.0	322.1
Amortization of sales allowances under retailer incentive programs	(22.7)	(27.1)
Total revenues	\$ 9,131.1	\$ 9,169.8

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 locations 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 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 \$297.7 million, \$263.6 million, and \$264.9 million in fiscal 2023, 2022 and 2021, 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 2023, 2022 and 2021, the Company recognized gift card breakage income of \$3.3 million, \$3.3 million and \$1.5 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

Recently issued accounting pronouncements that are not yet effective and that are not discussed below are either inapplicable to the Company or, if applicable, the Company does not expect that they will 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)

New Accounting Pronouncements - Adopted

In June 2016, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2016-13, “Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments” along with amendments issued in 2018. The guidance requires financial assets measured at amortized cost basis to be presented at the net amount expected to be collected. The amortized cost basis of financial assets should be reduced by expected credit losses to present the net carrying value in the financial statements at the amount expected to be collected. The measurement of expected credit losses is based on past events, historical experience, current conditions and forecasts that affect the collectability of the financial assets. Additionally, credit losses relating to available-for-sale debt securities should be recorded through an allowance for credit losses. On December 31, 2022, the Company adopted ASU 2016-13. The adoption of this ASU did not have a material impact on the Company’s consolidated financial statements other than additional disclosures.

(2) Acquisitions and Closure Activities

On April 12, 2023, AHCS, a newly-formed subsidiary of ASH merged with UICH, with AHCS being the surviving entity. On May 3, 2023, UIC, a subsidiary of AHCS, acquired Parrish. On December 29, 2023, UIC acquired Climate. Total consideration paid by the Company was \$313.7 million (including final working capital adjustments). The Company believes that the merger and acquisition will help advance the Company’s strategic plan to be a leading provider of home preservation services.

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.

As of December 30, 2023, the Company recorded a preliminary allocation of the purchase price to acquired tangible and intangible assets and liabilities assumed based on their fair value at the acquisition date. As a result, the Company recorded \$269.8 million of goodwill and \$37.3 million for the fair value of other intangible assets with varying amortization periods from 2 to 10 years. The Company expects to obtain synergies and growth from rebranding the business under the Ace brand, which will expand the Company’s residential home preservation services and enable it to compete in the sizable HVAC market. The Company believes the information gathered to date provides a reasonable basis for estimating the fair values of assets acquired and liabilities assumed, but the Company is waiting for additional information necessary to finalize those fair values. Specifically, the Company is finalizing the fair value of acquired intangible assets. Thus, the provisional measurements of fair values set forth below are subject to change. The Company expects to complete the purchase price allocation for UIC and Parrish by the end of the second quarter of 2024 and for Climate, by the end of the fourth quarter of 2024. Goodwill has an indefinite life and, therefore, is not amortized. 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 purchase price allocation at the acquisition date:

Fair value of assets acquired and liabilities assumed:	
Cash	\$ 6.8
Receivables	6.4
Inventories	5.0
Other current assets	6.4
Property and equipment	8.4
Goodwill	269.8
Other intangibles	37.3
Other long-term assets	0.6
Accounts payable	(4.5)
Other current liabilities	(16.2)
Other long-term liabilities	(6.3)
Acquisition purchase price	<u>\$ 313.7</u>

In addition, during the year ended December 30, 2023, ARH acquired additional retail stores for consideration of \$2.8 million, prior to working capital adjustments. These acquisitions resulted in ARH recording \$1.5 million of goodwill. During the year ended December 31, 2022, ARH acquired retail stores and ASH acquired the assets of Legacy Plumbing, Inc., a provider of residential

ACE HARDWARE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(In millions)

plumbing services. Total consideration for these acquisitions was \$14.5 million. These acquisitions resulted in the Company recording \$12.2 million of goodwill. The goodwill is expected to be deductible for tax purposes.

During the year ended December 31, 2022, the Company determined that The Grommet business model was no longer viable and announced the closure of The Grommet. The business operations of The Grommet ceased during the third quarter of 2022 and the Company sold certain intangible assets for \$1.0 million. As a result of the closure and subsequent sale of intangible assets, non-recurring charges of \$9.8 million were recorded for the year-ended December 31, 2022, including a \$0.9 million charge for the write-down of inventory and a \$8.9 million charge for the impairment of assets and severance related costs.

During the year ended December 31, 2022, the Company sold its Gainesville, Georgia retail support center (“RSC”) for proceeds of \$27.1 million and recorded a pre-tax gain of \$21.7 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 Jefferson, Georgia is complete.

(3) Receivables, net

Receivables, net include the following amounts:

	December 30, 2023	December 31, 2022
Trade	\$ 513.0	\$ 499.2
Vendor	120.3	121.1
Other	25.0	17.9
Notes receivable – current portion	28.2	19.6
Less allowance for doubtful accounts	(12.1)	(7.0)
Receivables, net	<u>\$ 674.4</u>	<u>\$ 650.8</u>

The components of changes to the Receivable allowance for doubtful accounts for the years ended December 30, 2023 and December 31, 2022 were as follows:

	December 30, 2023	December 31, 2022
Beginning balance	\$ 7.0	\$ 4.3
Charges to provision	5.3	2.7
Accounts written off, net of recoveries	(0.3)	(1.0)
Other	0.1	1.0
Ending balance	<u>\$ 12.1</u>	<u>\$ 7.0</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 last-in, first-out (“LIFO”) method. The excess of replacement cost over the LIFO value of inventory was \$271.0 million and \$273.9 million at December 30, 2023 and December 31, 2022, 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 first-in, first-out (“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 30, 2023	December 31, 2022
Wholesale merchandise inventory (LIFO)	\$ 1,000.4	\$ 1,076.8
Retail merchandise inventory at ARH stores (FIFO)	234.7	226.9
Inventories	<u>\$ 1,235.1</u>	<u>\$ 1,303.7</u>

ACE HARDWARE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(In millions)

(5) Property and Equipment, net

Property and equipment, net is summarized as follows:

	December 30, 2023	December 31, 2022
Land	\$ 13.3	\$ 13.3
Buildings and improvements	294.7	282.3
Warehouse equipment	301.1	265.5
Computer hardware and software and other office equipment	509.5	456.9
Transportation equipment	45.9	42.5
Leasehold improvements	81.2	74.2
Assets under construction	31.3	13.7
Property and equipment, gross	1,277.0	1,148.4
Accumulated depreciation and amortization	(736.0)	(684.8)
Property and equipment, net	<u>\$ 541.0</u>	<u>\$ 463.6</u>

Depreciation and amortization expense related to property and equipment for fiscal years 2023, 2022 and 2021 was \$88.1 million, \$79.9 million and \$69.3 million, respectively.

In January 2022, the Company sold its Gainesville, Georgia RSC for proceeds of \$27.1 million and recorded a pre-tax gain of \$21.7 million.

(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 30, 2023 and December 31, 2022, were as follows:

	<u>Income Statement Classification</u>	December 30, 2023	December 31, 2022
Finance lease amortization	Cost of revenues	\$ 27.6	\$ 16.0
Finance lease interest	Interest expense	2.9	1.0
Operating lease cost, net of sublease income	Cost of revenues, operating expenses	117.5	102.6
Short-term lease cost	Cost of revenues, operating expenses	12.2	12.3
Variable lease cost	Cost of revenues, operating expenses	27.5	24.0
Net lease cost		<u>\$ 187.7</u>	<u>\$ 155.9</u>

The future minimum undiscounted lease payments under operating and finance leases at December 30, 2023 are as follows:

<u>Fiscal Year</u>	Operating Leases	Finance Leases
2024	\$ 115.1	\$ 33.7
2025	100.4	30.4
2026	86.0	26.3
2027	75.4	19.4
2028	63.0	11.7
Thereafter	346.3	14.1
Total future undiscounted lease payments	786.2	135.6
Less imputed interest	(94.5)	(9.6)
Total reported lease liability	691.7	126.0
Less current portion	(88.5)	(25.6)
Long-term lease liabilities	<u>\$ 603.2</u>	<u>\$ 100.4</u>

ACE HARDWARE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(In millions)

Additionally, the Company has excluded approximately \$191.6 million of payments (undiscounted basis) for leases that have not yet commenced. These leases will commence between the first quarter of 2024 and second quarter of 2024 with terms of up to fifteen years and will include a new RSC in Kansas City, MO and new stores for Westlake.

Other information related to operating and finance leases was as follows:

	December 30, 2023	December 31, 2022
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ (112.2)	\$ (90.8)
Operating cash flows from finance leases	\$ (25.9)	\$ (15.6)
Lease assets obtained in exchange for new lease liabilities:		
Operating leases	\$ 134.8	\$ 189.5
Finance leases	\$ 66.6	\$ 33.1
Weighted average remaining lease term for operating leases	9.2 years	9.2 years
Weighted average discount rate for operating leases	2.44%	2.03%
Weighted average remaining lease term for finance leases	4.9 years	4.7 years
Weighted average discount rate for finance leases	2.79%	1.58%

(7) Notes Receivable, net

The Company makes available to its Retailers various lending programs whose terms exceed one year. At December 30, 2023 and December 31, 2022, the outstanding balance of the notes was \$30.2 million and \$19.7 million, respectively, of which the current portion of \$28.2 million and \$19.6 million, respectively, was recorded in Receivables, net and the long-term portion of \$0.4 million and \$0.1 million, respectively, was recorded in Other assets.

	December 30, 2023	December 31, 2022
Notes receivable, gross	\$ 66.4	\$ 48.1
Less accrued patronage to be applied	(36.2)	(28.4)
Net of accrued patronage	30.2	19.7
Less current portion of notes receivable included in Receivables, net	(28.2)	(19.6)
Less allowance for doubtful accounts	(1.6)	-
Notes receivable, net	\$ 0.4	\$ 0.1

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 30, 2023	December 31, 2022
0 – 4 years	\$ 14.2	\$ 9.0
5 – 8 years	31.8	20.8
9 – 10 years	20.4	18.3
Total	\$ 66.4	\$ 48.1

ACE HARDWARE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(In millions)

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.

Medium – 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:

Corporate Credit Exposure:	December 30, 2023	December 31, 2022
Low risk	\$ 26.8	\$ 16.7
Moderate risk	22.1	15.4
High risk	17.5	16.0
Total	<u>\$ 66.4</u>	<u>\$ 48.1</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.

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 \$1.6 million for December 30, 2023 and \$1.0 million for December 31, 2022. The allowance for 2022 was reclassified to Trade receivables 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 2023 and 2022 were as follows:

	December 30, 2023	December 31, 2022
Beginning balance	\$ -	\$ 1.0
Charges to provision	0.6	-
Reclassifications from (to) accounts receivable allowance for doubtful accounts	1.0	(1.0)
Ending balance	<u>\$ 1.6</u>	<u>\$ -</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 2023, 2022 and 2021, \$4.6 million, \$2.2 million and \$1.6 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 2023 and 2022, \$8.5 million and \$11.6 million, respectively, of Notes receivable were transferred to trade receivables as an event occurred which made the notes due immediately.

ACE HARDWARE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(In millions)

(8) Goodwill and Other Intangible Assets

Changes in the carrying value of goodwill were as follows:

Balance at January 1, 2022	\$ 88.9
Purchase accounting adjustment	0.4
Acquired goodwill	12.2
Balance at December 31, 2022	\$ 101.5
Acquired goodwill (See Note 2 for additional details)	271.8
Balance at December 30, 2023	\$ 373.3

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 30, 2023	December 31, 2022
Trademarks and trade name	\$ 9.2	\$ 7.8
Customer relationships	39.1	3.2
Total identifiable intangible assets, gross	48.3	11.0
Less accumulated amortization	(10.7)	(6.8)
Identifiable intangible assets, net	\$ 37.6	\$ 4.2

The trademarks and trade name are being amortized over 2-20 years. The customer relationships are being amortized over 10 years. During the second quarter of 2022, the Company determined that The Grommet business model was no longer viable and announced the closure of The Grommet. The business operations of The Grommet were ceased during the third quarter of 2022 and the intangible assets were written-off. Net amortization expense related to all intangible assets, including The Grommet asset write-off in 2022, was \$3.8 million, \$6.5 million and \$1.8 million for fiscal years 2023, 2022 and 2021, respectively. The estimated total amortization expense over the next five fiscal years is \$20.2 million.

(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:

	Years Ended		
	December 30, 2023	December 31, 2022	January 1, 2022
Cash portion	\$ 137.1	\$ 133.1	\$ 120.6
Class C stock	89.7	118.1	120.9
Patronage refund certificates	68.9	42.4	25.2
Patronage financing deductions	40.0	30.0	27.4
Total patronage distributions accrued for third party Retailers	\$ 335.7	\$ 323.6	\$ 294.1

Patronage distributions are allocated on a fiscal year basis with issuance in the following year.

In those instances where the maximum 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.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(In millions)

The patronage refund certificates outstanding at December 30, 2023 are payable as follows:

	Amount
2024	\$ 29.1
2025	15.0
2026	24.4
2027	41.3
2028	68.9
Total patronage refund certificates payable	178.7
Less current portion	(29.1)
Long-term patronage refund certificates payable	<u>\$ 149.6</u>

(10) Accrued Expenses

Accrued expenses include the following components:

	December 30, 2023	December 31, 2022
Salaries and wages	\$ 64.1	\$ 84.7
Insurance reserves	28.9	22.3
Deferred income	8.7	6.9
Vendor funds	36.9	31.2
Taxes	24.3	25.3
Profit sharing	25.5	28.3
Gift card	23.7	20.6
Interest	7.8	6.1
Advertising and marketing	29.9	31.4
Other	42.2	42.7
Accrued expenses	<u>\$ 292.0</u>	<u>\$ 299.5</u>

(11) Debt

On January 24, 2023, the Company amended its existing credit facility. The January 2023 amendment extended the maturity from February 1, 2024 to January 24, 2028 and increased the capacity of the facility by \$400.0 million to \$1.1 billion. 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. The amendment changed the benchmark for setting interest rates from the London Interbank Bank Offered Rate (“LIBOR”) to the Secured Overnight Financing Rate (“SOFR”) and borrowings under the amended credit facility now bear interest at a rate of either 25 to 100 basis points over the prime rate or 125 to 200 basis points over SOFR, depending on the Company’s leverage ratio. The credit facility was priced at SOFR plus 125 basis points and prime plus 25 basis points at December 30, 2023. 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. All other terms of the credit facility remain unchanged. As of December 30, 2023, the Company was in compliance with its covenants and had \$331.5 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 30, 2023, a total of \$38.4 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 30, 2023, 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 that expires on August 3, 2026 (“Westlake Facility”). 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. Pursuant to an April 12, 2023 amendment, borrowings under this facility now 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

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(In millions)

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 30, 2023.

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 30, 2023, Westlake was in compliance with its covenants and had \$30.5 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.

Total debt outstanding is comprised of the following:

	December 30, 2023	December 31, 2022
Revolving Credit Facility	\$ 331.5	\$ -
Westlake Facility	30.5	-
Installment notes with maturities through 2027 at a fixed rate of 6.00%	46.3	38.1
Total debt	408.3	38.1
Less maturities within one year	(49.1)	(15.1)
Long-term debt	<u>\$ 359.2</u>	<u>\$ 23.0</u>

The aggregate scheduled maturities of total debt at December 30, 2023 are as follows:

<u>Fiscal Year</u>	<u>Amount</u>
2024	\$ 49.1
2025	12.3
2026	10.0
2027	5.4
2028	331.5
Total debt	<u>\$ 408.3</u>

(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 30, 2023, the Company had outstanding standby letters of credit of \$33.3 million issued in the normal course of NAIL’s operations and commercial letters of credit of \$38.4 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.

ACE HARDWARE CORPORATION
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(In millions)

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 (“VDJR”) and can be drawn upon at VDJR’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, U.S. government notes 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 30, 2023 and December 31, 2022. 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.

Items measured at fair value on a recurring basis	Carrying Value Measured at Fair Value			
	December 30, 2023	Level 1	Level 2	Level 3
Assets:				
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	\$ -	\$ -

ACE HARDWARE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(In millions)

Items measured at fair value on a recurring basis	Carrying Value Measured at Fair Value			
	December 31, 2022	Level 1	Level 2	Level 3
Assets:				
Cash equivalents:				
Money market funds	\$ 1.4	\$ 1.4	\$ -	\$ -
Marketable securities:				
Corporate fixed income securities	\$ 27.8	\$ -	\$ 27.8	\$ -
Mortgage-backed securities	12.5	-	12.5	-
U.S. government notes	6.7	6.4	0.3	-
Other	6.3	-	6.3	-
Total marketable securities	\$ 53.3	\$ 6.4	\$ 46.9	\$ -
Other assets:				
Money market funds	\$ 10.1	\$ 10.1	\$ -	\$ -
Fixed income mutual funds	6.8	6.8	-	-
Equity mutual funds	8.4	8.4	-	-
Total other assets	\$ 25.3	\$ 25.3	\$ -	\$ -

The fair value of the Company's debt and equity securities were below cost by \$0.8 million and \$4.7 million at December 30, 2023 and December 31, 2022, respectively. 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.

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 30, 2023, December 31, 2022 and January 1, 2022 were as follows:

	Years Ended		
	December 30, 2023	December 31, 2022	January 1 2022
Gross proceeds	\$ 43.2	\$ 47.7	\$ 20.2
Gross realized gains	0.5	1.2	0.4
Gross realized losses	(1.2)	(3.2)	(0.2)

Gross realized gains and losses were determined using the specific identification method. For the fiscal year ended December 30, 2023, the Company reclassified \$0.2 million of unrealized gains and \$1.1 million of unrealized losses on marketable securities that were recorded in AOCI as of December 31, 2022 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 30, 2023. Actual maturities may differ from the contractual or expected maturities since borrowers may have the right to prepay obligations with or without prepayment penalties.

ACE HARDWARE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(In millions)

Fair value of available-for-sale debt securities	Due in One Year or Less	Due After One Year through Five Years	Due After Five Years through Ten Years	Due After Ten Years	Total
Corporate fixed income securities	\$ 2.5	\$ 7.0	\$ 7.6	\$ 5.3	\$ 22.4
Mortgage-backed securities	-	0.2	0.2	14.4	14.8
U.S. government notes	0.6	2.7	1.0	0.1	4.4
Other	0.5	1.7	2.1	3.5	7.8
Total	\$ 3.6	\$ 11.6	\$ 10.9	\$ 23.3	\$ 49.4

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 30, 2023. 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 expense includes the following components:

	Years Ended		
	December 30, 2023	December 31, 2022	January 1, 2022
Current:			
Federal	\$ 0.1	\$ (9.1)	\$ (13.7)
State	(0.9)	(2.6)	(4.2)
Foreign	(1.2)	(1.0)	(0.9)
Current income tax expense	(2.0)	(12.7)	(18.8)
Deferred:			
Federal	0.9	3.6	3.6
State	0.1	0.1	0.2
Deferred income tax benefit	1.0	3.7	3.8
Total income tax expense	\$ (1.0)	\$ (9.0)	\$ (15.0)

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 30, 2023, December 31, 2022 and January 1, 2022 to pre-tax income because of the effect of the following items:

	Years Ended		
	December 30, 2023	December 31, 2022	January 1, 2022
Expected tax at U.S. Federal income tax rate	\$ (68.1)	\$ (73.4)	\$ (72.4)
Patronage distribution deductions	70.5	67.9	61.8
Other, net expense	(3.4)	(3.5)	(4.4)
Income tax expense	\$ (1.0)	\$ (9.0)	\$ (15.0)

ACE HARDWARE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(In millions)

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 30, 2023	December 31, 2022
Deferred tax assets:		
Foreign tax credits and other tax credit carryforwards	\$ 12.9	\$ 13.3
Net operating loss carryforwards	16.8	3.1
Unearned insurance premium and loss reserves	1.7	1.7
Allowance for doubtful accounts	2.1	0.9
Inventory reserves	5.5	9.4
Deferred vendor rebates	19.0	18.6
Accrued compensation and benefits expense	21.1	19.1
Amortization of intangibles	-	0.9
Net unrealized losses	0.4	0.7
Leased assets	6.9	5.6
Other reserves	13.3	12.4
Total deferred tax assets	99.7	85.7
Less valuation allowance	(18.5)	(15.1)
Deferred tax assets	81.2	70.6
Deferred tax liabilities:		
Depreciation and deferred gains on property and equipment	26.4	17.1
Amortization of intangibles	1.3	-
Prepaid expenses and deferred income	3.6	3.9
Inventory valuation	17.9	17.5
Deferred tax liabilities	49.2	38.5
Net deferred tax assets	\$ 32.0	\$ 32.1

Net deferred tax assets are included in Other assets on the Consolidated Balance Sheets.

At December 30, 2023, the Company has federal and state net operating loss carryforwards of \$54.5 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 2043 tax year.

At December 30, 2023, the Company has foreign net operating loss carryforwards of \$35.8 million available for offset against future taxable income. A valuation allowance of \$8.6 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 30, 2023, the Company has foreign tax credits of \$2.8 million available to offset future tax expense. The foreign tax credits may be carried forward through the 2033 tax year.

At December 30, 2023, the Company has state tax credit carryforwards of \$10.1 million available to offset future state income tax expense. The state tax credits may be carried forward to tax years 2024 through 2027. A valuation allowance of \$9.9 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 2019 through 2023 tax years remain subject to examination by the IRS. For state purposes, the 2018 through 2023 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.

ACE HARDWARE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
(In millions)

(15) Capital Stock

The Company's classes of stock are described below (not in millions):

	Number of Shares at	
	December 30, 2023	December 31, 2022
Class A stock, voting, redeemable at par value:		
Authorized	10,000	10,000
Issued and outstanding	2,615	2,662
Class C stock, nonvoting, redeemable at not less than par value:		
Authorized	10,000,000	10,000,000
Issued and outstanding	7,226,176	6,561,209
Issuable as patronage distributions	897,317	1,181,824

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 \$46.6 million, \$47.4 million and \$43.5 million during fiscal 2023, 2022 and 2021, respectively.

(17) Supplemental Disclosures of Cash Flow Information

During fiscal 2023, 2022 and 2021, accrued patronage distributions of \$42.2 million, \$31.6 million and \$28.3 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 \$22.4 million in patronage refund certificates which were included in Accounts payable pending payment as of December 30, 2023 and had no net impact in the Consolidated Statements of Cash Flows.

During fiscal 2023, 2022 and 2021, non-cash repurchases of stock from Retailers of \$39.7 million, \$40.8 million and \$29.4 million, respectively, were offset against trade receivables of \$5.2 million, \$16.9 million and \$5.5 million, respectively, and notes receivable of \$8.5 million, \$9.6 million and \$8.4 million, respectively. The remaining \$26.0 million, \$14.3 million and \$15.5 million, respectively, were primarily issued as notes payable with no net impact in the Consolidated Statements of Cash Flows.

The Company received \$9.8 million, \$11.3 million and \$7.8 million of property and equipment for fiscal years 2023, 2022 and 2021, 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 2023, 2022 and 2021. The Company paid \$11.3 million, \$7.8 million and \$9.4 million for property and equipment for fiscal years 2023, 2022 and 2021 that was purchased and accrued during the years ended December 31, 2022, January 1, 2022 and January 2, 2021. These capital expenditures were included in the Purchases of property and equipment in the Consolidated Statement of Cash Flows for fiscal years 2023, 2022 and 2021.

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. Upon discovering this incident, the Company shut down most of its operating systems globally to manage the safety of its overall global systems environment. As this situation evolved, the Company worked with a group of technical forensic experts to manage the situation. While its systems were shut down, the Company had limited ability to conduct operations, including but not limited to, arranging for shipments of freight and distributing product to its member Retailers.

The security of the Company's systems, minimizing the impacts to its member Retailers, and providing its member Retailers with timely and accurate information are the highest priorities. The Company formally concluded a thorough investigation to ensure its systems were restored promptly and securely, and on a parallel track, Ace evaluated and mitigated the impact of this event on 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. The Company may incur additional expenses in the future as it continues to fully assess the impact of the incident and there is a risk that new information could have an impact on Ace's business, revenues, results of operations and reputation.

(19) Summary of Quarterly Results

The following table provides a summary of quarterly results (unaudited) for the eight quarters prior to and including the quarter ended December 30, 2023:

	2023			
	Fourth Quarter	Third Quarter	Second Quarter	First Quarter
Revenues	\$ 2,124.7	\$ 2,287.6	\$ 2,632.6	\$ 2,086.2
Gross profit	310.4	408.7	436.2	322.6
Operating expenses	303.4	268.7	295.2	249.5
Net income attributable to Ace Hardware Corporation	2.1	130.5	126.9	66.6

	2022			
	Fourth Quarter	Third Quarter	Second Quarter	First Quarter
Revenues	\$ 2,191.4	\$ 2,231.8	\$ 2,533.0	\$ 2,213.6
Gross profit	264.0	360.6	401.8	335.0
Operating expenses	267.4	253.2	269.5	229.4
Net (loss) income attributable to Ace Hardware Corporation	(4.0)	100.7	124.9	120.1

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 30, 2023 (the Company's fiscal years 2023, 2022 and 2021). Fiscal years 2023, 2022 and 2021 contain 52 weeks of operating results. Unless otherwise noted, all references herein for the years 2023, 2022 and 2021 represent fiscal years ended December 30, 2023, December 31, 2022 and January 1, 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 \$578 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 \$68 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 21.3 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 876 stores in approximately 60 countries.

Ace Retail Holdings LLC ("ARH") is the owner of the 169-store Westlake Ace Hardware ("Westlake") and the 66-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"). AWH is a wholesaler of hardware, paint and other related products to non-member retailers.

Ace Services Holdings LLC ("ASH"), through its subsidiaries, operates Ace Handyman Services, a franchisor of home improvement, maintenance and repair services, Ace Hardware Painting Services, a provider of home painting services, and Legacy Plumbing, Inc. and Ace Hardware Plumbing Services, providers of residential plumbing services. On April 12, 2023, Ace Heating and Cooling Services, LLC ("AHCS"), a newly-formed subsidiary of ASH merged with Unique Indoor Comfort Holdings, LLC ("UICH"), with AHCS being the surviving entity. On May 3, 2023, a subsidiary of AHCS, Unique Indoor Comfort, LLC ("UIC"), acquired Parrish Services, Inc. ("Parrish") and on December 29, 2023, UIC acquired Climate Technologies, Inc. ("Climate").

Worldwide Store Count

The number of worldwide Ace retail outlets during the past three fiscal years is summarized as follows:

	Fiscal Years		
	2023	2022	2021
Retail outlets at beginning of period	5,746	5,583	5,463
New retail outlets	222	232	206
Retail outlet cancellations	(98)	(69)	(86)
Retail outlets at end of period	5,870	5,746	5,583

Results of Operations

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/ (Unfavorable)	
	\$	% of Revenues*	\$	% of Revenues*	\$	%
Revenues:						
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%)
Total revenues	9,131.1	100.0%	9,169.8	100.0%	(38.7)	(0.4%)
Gross profit:						
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%)
Total gross profit	1,477.9	16.2%	1,361.4	14.8%	116.5	8.6%
Operating expenses:						
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%)
Total operating expenses	1,116.8	12.2%	1,019.5	11.1%	(97.3)	(9.5%)
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%)
Net income attributable to Ace Hardware Corporation	326.1	3.6%	341.7	3.7%	(15.6)	(4.6%)

*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 vs. 2022
2022 Revenues	\$ 9,169.8	
<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%
2023 Revenues	\$ 9,131.1	(0.4%)

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 AWH's 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 UICH during the second quarter of 2023, which contributed \$99.5 million of incremental revenues during fiscal 2023.

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 Westlake and GLA 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 UICH 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 Westlake and GLA in 2023 compared to 2022.

Interest expense increased \$19.2 million compared to fiscal 2022 due to increased borrowings for the acquisition of UICH and higher interest rates.

Other income, net decreased \$15.6 million compared to fiscal 2022 due to the \$21.7 million non-recurring gain on sale of the Company's retail support center ("RSC") located in Gainesville, Georgia during 2022 and \$8.6 million of expenses incurred in 2023 related to a cybersecurity incident that took place during the fourth quarter; partially offset by a \$8.0 million decrease in income tax expense.

Comparison of the Year Ended December 31, 2022 to the Year Ended January 1, 2022

The following data summarizes the Company's performance in fiscal 2022 as compared to fiscal 2021 (in millions):

	2022		2021		Favorable/ (Unfavorable)	
	\$	% of Revenues*	\$	% of Revenues*	\$	%
Revenues:						
Wholesale revenues	8,372.3	91.3%	7,782.2	90.6%	590.1	7.6%
Retail revenues	797.5	8.7%	812.0	9.4%	(14.5)	(1.8%)
Total revenues	9,169.8	100.0%	8,594.2	100.0%	575.6	6.7%
Gross profit:						
Wholesale gross profit	1,003.5	12.0%	932.6	12.0%	70.9	7.6%
Retail gross profit	357.9	44.9%	361.8	44.6%	(3.9)	(1.1%)
Total gross profit	1,361.4	14.8%	1,294.4	15.1%	67.0	5.2%
Operating expenses:						
Wholesale operating expenses	730.1	8.7%	682.8	8.8%	(47.3)	(6.9%)
Retail operating expenses	287.5	36.1%	269.9	33.2%	(17.6)	(6.5%)
Retail pre-opening expenses	1.9	0.2%	2.9	0.4%	1.0	34.5%
Total operating expenses	1,019.5	11.1%	955.6	11.1%	(63.9)	(6.7%)
Operating income	341.9	3.7%	338.8	4.0%	3.1	0.9%
Interest expense	(19.2)	(0.2%)	(14.4)	(0.2%)	(4.8)	(33.3%)
Other income, net	19.0	0.2%	6.3	0.0%	12.7	201.6%
Net income attributable to Ace Hardware Corporation	341.7	3.7%	330.7	3.8%	11.0	3.3%

*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 vs. 2021
2021 Revenues	\$ 8,594.2	
<i>Wholesale Merchandise Revenues change based on new and cancelled domestic Ace stores:</i>		
Revenues increase from new stores added since January 2021	230.3	2.7%
Revenues decrease from stores cancelled since January 2021	(52.8)	(0.6%)
Increase in wholesale merchandise revenues to comparable domestic Ace stores	311.5	3.7%
Increase in wholesale service revenues from domestic Ace stores	62.4	0.7%
Increase in AWH wholesale revenues	52.4	0.6%
Decrease in AIH wholesale revenues	(48.6)	(0.6%)
Increase in Acehardware.com revenues	29.9	0.3%
Increase in ARH retail revenues	10.3	0.1%
Decrease in AEH retail revenues	(24.8)	(0.3%)
Other revenue changes, net	5.0	0.1%
2022 Revenues	\$ 9,169.8	6.7%

Consolidated revenues for the year ended December 31, 2022 totaled \$9.2 billion, an increase of \$575.6 million, or 6.7 percent, as compared to the prior year.

Total wholesale revenues were \$8.4 billion for fiscal 2022, an increase of \$590.1 million or 7.6 percent, as compared to the prior year. Increases were seen across a majority of departments with outdoor power equipment, plumbing and paint showing the largest gains. New domestic Ace stores are defined as stores that were activated from January 2021 through December 2022. In 2022, the Company had an increase in wholesale merchandise revenues from new domestic Ace stores of \$230.3 million. This increase was partially offset by a decrease in wholesale merchandise revenues due to domestic Ace store cancellations of \$52.8 million. As a result, the Company realized a net increase in wholesale merchandise revenues of \$177.5 million related to the impact of both new Ace stores affiliated with the Company and from stores that cancelled their membership in 2021 and 2022. Wholesale merchandise revenues to comparable domestic Ace stores increased \$311.5 million compared to the prior year as a result of estimated wholesale price inflation of 11.5 percent. Warehouse sales represented 78.3 percent of wholesale merchandise revenue in 2022 compared to 79.2 percent in 2021, while direct ship sales were 21.7 percent, up from 20.8 percent in 2021.

AWH wholesale revenues were \$478.6 million during fiscal 2022. This is an increase of \$52.4 million from fiscal 2021, which was primarily due to inflation, new customers and higher sales to AWH's hardware and e-commerce customers.

AIH wholesale revenues were \$223.6 million during fiscal 2022. This is a decrease of \$48.6 million from fiscal 2021 due entirely to a \$48.7 million decline in sales to AIH's largest customer.

Total retail revenues were \$797.5 million, a decrease of \$14.5 million, or 1.8 percent, as compared to the prior year. The closure of The Grommet in the third quarter of 2022 drove a \$24.8 million decrease in retail sales. Retail revenues from ARH were \$787.0 million during fiscal 2022, an increase of \$10.3 million or 1.3 percent. This increase was the result of inflation and the new stores added by the Westlake and GLA retail chains in 2021 and 2022, which was mostly offset by lower transaction counts.

Wholesale gross profit for fiscal 2022 was \$1.0 billion, an increase of \$70.9 million from fiscal 2021. The wholesale gross margin percentage was unchanged at 12.0 percent of wholesale revenues in both fiscal 2022 and 2021. An increase in LIFO expense driven by vendor price inflation was offset by increased vendor funds earned for the year.

Retail gross profit for fiscal 2022 was \$357.9 million, a decrease of \$3.9 million from fiscal 2021. The closure of The Grommet in the third quarter of 2022 drove a \$10.0 million decrease in retail gross profit. The retail gross margin percentage was 44.9 percent of retail revenues in fiscal 2022, a slight increase from 44.6 percent in fiscal 2021. This increase in gross margin percentage primarily resulted from product mix and the absence of the liquidation of personal protective equipment that took place during 2021. 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 \$47.3 million, or 6.9 percent in fiscal 2022, as compared to fiscal 2021. The increase is due to higher distribution costs resulting from higher wholesale revenues and an increase in lease expense driven by additional warehouse space to support increased demand. As a percentage of wholesale revenues, wholesale operating expenses decreased slightly to 8.7 percent in fiscal 2022 from 8.8 percent in fiscal 2021.

Retail operating expenses increased \$17.6 million, or 6.5 percent in fiscal 2022, as compared to fiscal 2021. Included in this increase is a non-recurring charge of \$9.9 million related to the closure of The Grommet during the third quarter, for the impairment of assets and severance related costs. The remaining increase was driven by an increase in store payroll along with expenses incurred related to the new stores opened in 2021 and 2022. Retail operating expenses as a percentage of retail revenue increased to 36.1 percent in fiscal 2022 from 33.2 percent in fiscal 2021. Excluding the non-recurring charge, retail operating expenses as a percent of retail revenue was 34.8 percent in fiscal 2022.

Retail pre-opening expenses decreased \$1.0 million in fiscal 2022 due to fewer new stores opened by Westlake and GLA in 2022 compared to 2021.

Interest expense increased \$4.8 million or 33.3 percent compared to fiscal 2021 due to higher interest rates during fiscal 2022.

Other income, net increased \$12.7 million compared to fiscal 2021 as a result of the \$21.7 million gain on sale of the Company's RSC located in Gainesville, Georgia during 2022, compared to the \$10.2 million gain on sale of the Company's RSC located in Tampa, Florida during 2021.

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.

On January 24, 2023, the Company amended its existing credit facility. The January 2023 amendment extended the maturity from February 1, 2024 to January 24, 2028 and increased the capacity of the facility by \$400.0 million to \$1.1 billion. 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. The amendment changed the benchmark for setting interest rates from the London Interbank Bank Offered Rate ("LIBOR") to the Secured Overnight Financing Rate ("SOFR") and borrowings under the amended credit facility now bear interest at a rate of either 25 to 100 basis points over the prime rate or 125 to 200 basis points over SOFR, depending on the Company's leverage ratio. The credit facility was priced at SOFR plus 125 basis points and prime plus 25 basis points at December 30, 2023. 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. All other terms of the credit facility remain unchanged. As of December 30, 2023, the Company was in compliance with its covenants and had \$331.5 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 30, 2023, a total of \$38.4 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 30, 2023, 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 that expires on August 3, 2026 ("Westlake Facility"). 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. Pursuant to an April 12, 2023 amendment, borrowings under this facility now 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 30, 2023.

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 30, 2023, Westlake was in compliance with its covenants and had \$30.5 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.

As of December 30, 2023, total debt was \$408.3 million and was comprised of \$362.0 million borrowed on lines of credit and \$46.3 million owed to former Retailers. As of December 31, 2022, total debt of \$38.1 million was entirely comprised of amounts owed to former Retailers.

Cash Flows

The Company had \$31.9 million and \$28.5 million of cash and cash equivalents at December 30, 2023 and December 31, 2022, respectively. Following is a summary of the Company's cash flows from operating, investing and financing activities for fiscal years 2023 and 2022, respectively (in millions):

	2023	2022
Cash provided by operating activities before changes in assets and liabilities	\$ 457.4	\$ 433.7
Net changes in assets and liabilities	(93.6)	(151.2)
Net cash provided by operating activities	363.8	282.5
Net cash used in investing activities	(502.3)	(109.1)
Net cash provided by (used in) financing activities	141.9	(182.5)
Net change in cash and cash equivalents	\$ 3.4	\$ (9.1)

The Company's operating activities generated \$363.8 million of cash in fiscal 2023 compared to \$282.5 million in fiscal 2022. Excluding the impact of net changes in assets and liabilities, cash provided by operating activities increased \$23.7 million from \$433.7 million in fiscal 2022 to \$457.4 million in fiscal 2023. Despite a \$17.2 million decrease in net income, higher non-cash operating expenses in 2023 and a non-operating gain in 2022 resulted in higher cash provided by operations in 2023.

The net change in assets and liabilities used \$93.6 million of cash in fiscal year 2023 compared to \$151.2 million used in fiscal year 2022. Accounts payable and accrued expenses decreased \$104.7 million during fiscal 2023 compared to an increase of \$80.4 million during fiscal 2022. Inventories decreased \$74.7 million during fiscal 2023 compared to an increase of \$77.3 million during fiscal 2022. These decreases were primarily due to lower vendor purchases driven by lower sales volume and an effort to reduce overstock inventory in fiscal 2023. Accounts receivable increased \$55.4 million during fiscal 2023 despite the slight sales decline in 2023 as notes receivable and past due balances from Retailers increased. This compares to an increase of \$159.6 million during fiscal 2022 when sales grew 6.7 percent.

Net cash used for investing activities was \$502.3 million in fiscal 2023 compared to \$109.1 million in fiscal 2022. 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. Investing activities in 2022 primarily consisted of \$92.8 million in capital expenditures, \$60.3 million for the purchases of investment securities, a portion of which was used to support the Company's deferred compensation plan, and \$12.8 million in cash paid for acquisitions; partially offset by \$29.4 million of cash proceeds from the sale of assets, which included the sale of the Gainesville RSC, and \$47.7 million of proceeds from the sale of investment securities.

Net cash provided by financing activities was \$141.9 million in fiscal 2023 compared to the use of \$182.5 million in fiscal 2022. 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. During 2022, the Company paid \$121.0 million for the cash portion of the 2021 patronage distribution, paid \$26.1 million on patronage refund certificates, made principal payments on finance leases of \$16.7 million and made payments on long-term debt of \$7.1 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 2023 and 2022.

Impact of New Accounting Standards

Recently issued accounting pronouncements that are not yet effective and that are not discussed below are either inapplicable to the Company or, if applicable, the Company does not expect that they will have a material impact on consolidated results of operations, consolidated financial condition, or consolidated cash flows.

New Accounting Pronouncements - Adopted

In June 2016, the FASB issued Accounting Standards Update (“ASU”) No. 2016-13, “Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments” along with amendments issued in 2018. The guidance requires financial assets measured at amortized cost basis to be presented at the net amount expected to be collected. The amortized cost basis of financial assets should be reduced by expected credit losses to present the net carrying value in the financial statements at the amount expected to be collected. The measurement of expected credit losses is based on past events, historical experience, current conditions and forecasts that affect the collectability of the financial assets. Additionally, credit losses relating to available-for-sale debt securities should be recorded through an allowance for credit losses. On December 31, 2022, the Company adopted ASU 2016-13. The adoption of this ASU did not have a material impact on the Company’s consolidated financial statements other than additional disclosures.

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 has 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 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; effective 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 30, 2023	December 31, 2022	January 1, 2022	January 2, 2021	December 28, 2019
	(52 Weeks)	(52 Weeks)	(52 Weeks)	(53 Weeks)	(52 Weeks)
Revenues	\$ 9,131.1	\$ 9,169.8	\$ 8,594.2	\$ 7,762.7	\$ 6,071.2
Cost of revenues	7,653.2	7,808.4	7,299.8	6,549.2	5,178.6
Gross profit	1,477.9	1,361.4	1,294.4	1,213.5	892.6
Total operating and other expenses, net	1,151.8	1,019.7	963.7	895.9	752.2
Net income attributable to Ace Hardware Corporation	\$ 326.1	\$ 341.7	\$ 330.7	\$ 317.6	\$ 140.4

Distribution of net income:

Patronage distributions to third party Retailers	\$ 335.7	\$ 323.6	\$ 294.1	\$ 275.4	\$ 172.5
Net (loss) income of non-patronage activities	(9.6)	18.1	36.6	42.2	(32.1)
Net income attributable to Ace Hardware Corporation	\$ 326.1	\$ 341.7	\$ 330.7	\$ 317.6	\$ 140.4

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 13, 2024

/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.

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. 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. 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.

3. 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.

4. 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.

5. In Item 19, the last paragraph is deleted in its entirety and replaced with the following:

Other than the preceding financial performance representation, Ace Hardware Corporation does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Corporate Vice President, New Business, 2200 Kensington Court, Oak Brook, IL 60523, 630-990-6600 and the appropriate state regulatory agencies.

6. 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:_____

**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

**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 an 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:_____

(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

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 7th 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, 1st
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 4th 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 7th 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 9033
Olympia, Washington 98507-9033
(360) 902-8760

ACTIVE MEMBER STORES AS OF DECEMBER 31, 2023

1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
5129	William	Harris	HARRIS SAND AND GRAVEL, INC.	260 Airport Road	Valdez	AK	99686	907-835-4756
6888	Donald	Gallahorn	KIKIKTAGRUK INUPIATE CORPORATION	373 A 2nd Avenue	Kotzebue	AK	99752	907-442-2400
9209	M Blanche	Kallstrom	L & M SUPPLIES, INC.	429 2nd Ave W Suite 550	Dillingham	AK	99576	907-842-5241
9645	Stephanie	Van Ness	RAPID SERVICES, INC.	240 Muldoon Rd	Anchorage	AK	99504-1502	907-333-6648
9661	Phillip	Lende Jr	LUTAK LUMBER AND SUPPLY, INC.	15 Beach Road	Haines	AK	99827	907-766-2700
16175	Tyler	Myers	Juneau Supermarket, L.L.C.	615 W Willoughby Ave	Juneau	AK	99801-1731	907-586-3101
16215	Beatrice	Lingle	Skagway Hardware LLC	400 Broadway Street	Skagway	AK	99840	907-983-2233
16230	David T.	Roemhildt	Cordova Hardware LLC	500 Water Street #1456	Cordova	AK	99574	907-424-7500
16606	Robert	Alred	R. Hardware, LLC	1611 B Okpik Street	Barrow	AK	99723	907-852-3663
16799	David A.	Weisz	Three Bears Alaska, Inc.	Mile 248.5 George Parks Hwy	Healy	AK	99743	907-683-3301
17438	Donald E.	Zimmerman	Sutliff's Hardware, Inc.	210 Shelikof St	Kodiak	AK	99615-6056	907-486-5797
17443	Monica	Ulmer Mede	Ulmer Mede, Inc.	3858 Lake St #5	Homer	AK	99603-7682	907-235-8594
17473	Mark	Helmericks	Brooks Range Supply, Inc.	#1 Old Spine Road	Prudhoe Bay	AK	99734	907-670-5180
17557	David	Weisz	Three Bears Alaska, Inc.	3457 S Big Lake Rd	Big Lake	AK	99652	907-892-2230
17559	Tim E.	Craig	Anchorage True Value Hardware	9001 Jewel Lake Rd Suite 5	Anchorage	AK	99502	907-248-9211
17585	David	Weisz	Three Bears Alaska, Inc.	8151 E Palmer Wasilla Hwy	Palmer	AK	99645-8468	907-746-3888
17587	David	Weisz	Three Bears Alaska, Inc.	22211 Birchwood Loop Rd	Chugiak	AK	99567-6041	907-688-2212
17589	David	Weisz	Three Bears Alaska, Inc.	Mile 1314 AK Hwy	Tok	AK	99780	907-883-5195
17593	David	Weisz	Three Bears Alaska, Inc.	10575 Kenai Spur Hwy	Kenai	AK	99611-7812	907-283-6577
17597	David	Weisz	Three Bears Alaska, Inc.	3950 S Knik Goose Bay Rd	Wasilla	AK	99623-5008	907-376-4500
17599	David	Weisz	Three Bears Alaska, Inc.	445 N Pittman Rd	Wasilla	AK	99623-0849	907-357-4307
17665	David	Weisz	Three Bears Alaska, Inc.	15945 Sterling Hwy	Ninilchik	AK	99639	907-567-3378
17951	David	Weisz	Three Bears Alaska, Inc.	Mile 1313.3 Alaska Highway 189	Tok	AK	99780	907-883-5255
18081	David	Weisz	Three Bears Alaska, Inc.	33077 Sterling Hwy	Sterling	AK	99672	907-262-0039
18166	David T	Roemhildt	Wrangell Hardware LLC	104 Front St	Wrangell	AK	99929	907-874-3377
18397	David A.	Weisz	Three Bears Alaska, Inc.	2868 S Tongass Hwy	Ketchikan	AK	99901-9553	907-228-1720
18497	Godron K	Helem	Sitka True Value Hardware, Inc.	815 Halibut Point Rd	Sitka	AK	99835-7102	907-747-6292
18622	David T.	Roemhildt	Alaska Ace Hardware LLC	1350 Sportsman Way	Fairbanks	AK	99709-4633	907-987-9337
19081	Dave	Weisz	Three Bears Alaska, Inc.	487 Salmon Way	Dutch Harbor	AK	99692	907-581-1284
875	Charles	Newman	OXFORD LUMBER COMPANY	1400 Barry St	Oxford	AL	36203-2311	256-831-0540
878	Pelham F	Ladd	LADD SUPPLY COMPANY INC	1800 S Craft Hwy	Chickasaw	AL	36611-2205	251-457-2327
1053	Robert	Weathers	WEATHERS HARDWARE AND	10055 Al Highway 168	Boaz	AL	35957-1885	256-593-4218
1059	Roger	Peck	PECK ACE HARDWARE INC.	1118-20 N Wood Ave	Florence	AL	35630-3012	256-764-3282
1343	Ray	Osborne	COOK & SONS ACE HARDWARE, INC.	7008 US Highway 431	Albertville	AL	35950-1870	256-878-2241
2384	Charles	Trawick	TRAWICK HARDWARE, INC.	112 S Doswell St	Abbeville	AL	36310-2110	334-585-2415
2847	Charles	Newman	ROANOKE ACE HOME SUPPLY COMPANY INC	1370 Highway 431	Roanoke	AL	36274-7308	334-863-8145
3024	Riley	Ezell	GILBERTOWN FEED CORPORATION	231 W Pushmataha St	Butler	AL	36904-2539	205-459-8300
3181	Dewey	Bondurant	BONDURANT LUMBER & HARDWARE, INC.	601 Hwy 31 South	Brewton	AL	36427	251-867-2135
3982	John	Taylor	JUBILEE ACE HOME CENTER, INC.	560 Fairhope Ave	Fairhope	AL	36532-2127	251-990-6665
5345	Aubrey	Hidle	GENEVA HARDWARE COMPANY INC.	206 E Water Ave	Geneva	AL	36340-2339	334-684-9620
5393	Michael	Whigham	WIGMAN'S HARDWARE, INC.	1623 Dauphin Island Pkwy	Mobile	AL	36605-3053	251-471-3138
5402	Dona	Weatherly Walker	Builder's Supply Co, Inc of Dekalb C	611 Godfrey Ave SE	Fort Payne	AL	35967-1629	256-845-1451
5477	Donovan	Parker	WESTWOOD AUTO PARTS INC.	1215 A Forestdale Blvd	Birmingham	AL	35214-3835	205-798-3013
5569	Brenda J	Betts	CHALKVILLE ACE HARDWARE, INC	5715 Chalkville Rd	Birmingham	AL	35235-8627	205-853-1066

ACTIVE MEMBER STORES AS OF DECEMBER 31, 2023

1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
8037	A	Brown	BROWN LUMBER & BUILDING SUPPLY, INC	21891 Alabama 25	Columbiana	AL	35051	205-669-6715
8271	James	Dunklin	JAMES H. DUNKLIN IV	515 E Commerce St	Greenville	AL	36037-2313	334-382-3642
9041	Roger	Goan	HEADLAND ACE HARDWARE, INC.	17902 Us 431	Headland	AL	36345	334-693-2140
9730	Charles	Newman	TALLADEGA HOME CENTER, INC.	1104 Ashland Hwy	Talladega	AL	35160-2857	256-362-2208
9777	Donovan	Parker	WESTWOOD AUTO PARTS INC.	765 Highway 78 W	Sumiton	AL	35148-3405	205-648-5536
10082	Winford	Slaten	HAZEL GREEN BUILDING SUPPLY, INC.	15409 Hwy 231-431 N	Hazel Green	AL	35750	256-828-2779
11037	Todd	Martin	SPRINGHILL HARDWARE, LLC	4621 D Spring Hill Ave	Mobile	AL	36608-5709	251-342-7420
11059	Frank	Davies	LITTLE HARDWARE, INC.	2117 Cahaba Rd	Mountain Brk	AL	35223-1111	205-871-4616
11381	Riley	Ezell	GILBERTOWN FEED CORPORATION	74 Front St	Gilbertown	AL	36908-5511	251-843-2826
12001	Bruce	Andrews	ANDREWS HARDWARE CO., INC.	19750 N 3rd St	Citronelle	AL	36522-3060	251-866-5554
12003	Bruce	Andrews	ANDREWS HARDWARE CO., INC.	11865 Celeste Rd	Saraland	AL	36571-9715	251-675-5771
12111	Ralph	Paul	RALPH PAUL & ASSOCIATES, INC.	170 S Jackson St	Grove Hill	AL	36451-3006	251-275-8080
14373	Arthur W	Frizzell	CONSOLIDATED ACE OF DOTHAN INC.	2541 Ross Clark Cir	Dothan	AL	36301-4912	334-792-4121
14503	Thomas	Martin	MOFFETT ROAD HARDWARE LLC	7380 Moffett Rd	Mobile	AL	36618-4142	251-645-1001
14626	Dewey	Bondurant	BONDURANT LUMBER & HARDWARE, INC.	209 W Nashville Ave	Atmore	AL	36502-2420	251-446-1535
15137	R Wayne	Anderson	PRO PARTS HOME & AUTO SUPPLY, INC.	402 B Y Williams Sr Dr	Midfield	AL	35228-2225	205-923-2559
15153	Donna R	Grantham	WARRIOR HARDWARE, LLC	427 Caldwell Dr.	Warrior	AL	35180-1411	205-647-9231
15190	Charles W	Newman	JACKSONVILLE HOME CENTER, INC.	200 Coffee St SW	Jacksonville	AL	36265-2528	256-435-1966
15547	Ronnie	Carnes	CARNES ACE HARDWARE LLC	140 Peck Sutton Rd	Grant	AL	35747-8616	256-728-2335
15598	David G	Fichtner	UNIVERSITY ACE HARDWARE LLC	2101 E University Dr	Auburn	AL	36830-3334	334-329-7100
15620	Heather B	Kimbrough	P & H HARDWARE, INC.	14497 County Line Rd	Muscle Shoals	AL	35661-4433	256-446-9729
15682	J Kevin	Corum	CARROLL & CORUM BUILDING SUPPLY	408 Highway 31 NW	Hartselle	AL	35640-4405	256-773-5477
15866	Jerrold O	Russell	Russell Super Market, Inc.	6730 Deerfoot Pkwy	Pinson	AL	35126-3083	205-681-3639
15870	Jay W	Mitchell	Mitchell Retail Properties, L.L.C.	7580 Parkway Dr	Leeds	AL	35094-4808	205-702-7072
15876	Melissa	Paris	Paris Ace Hardware Inc.	1524 Gulf Shores Pkwy	Gulf Shores	AL	36542-3414	251-968-7458
15885	Thomas Todd	Martin III	Creola Hardware & Lumber, L.L.C.	10041 Highway 43	Creola	AL	36525-4540	251-675-5829
15946	Robert J	Weathers	Weathers Hardware and Appliance Co.	109 2nd Ave E	Oneonta	AL	35121-1713	205-625-3171
16039	Jack V.	Greer, Jr.	Autry Greer & Sons, Inc.	4055 Cottage Hill Rd	Mobile	AL	36609-4289	251-666-1330
16177	William E	Ragland IV	Ragland Bros. Retail Cos., Inc.	10199 Highway 431 S	New Hope	AL	35760-9390	256-723-4142
16340	Melissa	Paris	Paris Ace Orange Beach Inc.	25907 Canal Rd	Orange Beach	AL	36561-3947	251-981-0954
16369	Stephen P	Ascik	HoneyDo, Inc.	6530 Spanish Fort Blvd	Spanish Fort	AL	36527-5031	251-626-3350
16457	Jack V.	Greer, Jr.	Autry Greer & Sons, Inc.	710 McMeans Ave	Bay Minette	AL	36507-3348	251-937-8313
16526	David G	Fichtner	Capital City Ace Hardware LLC	3215 Taylor Road	Montgomery	AL	36116	334-239-9500
16636	Jerrold O	Russell	Curry Hardware, LLC	5100 Curry Hwy, Ste 100	Jasper	AL	35503-5865	205-384-1828
16696	Jay W	Mitchell	Mitchell Retail Properties, L.L.C.	1429 3rd St SW	Attalla	AL	35954-1132	256-344-2855
16718	Michael D	Rastall	LAH, Inc.	698 Main St E	Rainsville	AL	35986-4547	256-638-1193
16747	Robert J.	Weathers	Weathers Hardware and Appliance Co.	141 Hughes Rd	Madison	AL	35758-1109	256-772-5799
16756	Joe Edward	Bell	Hayneville Ace Hardware, LLC	201 Hayneville Plaza	Hayneville	AL	36040-2669	334-548-5002
16811	Ollie Dwain	Odom	Andrews Hardware & Seed Store, Inc.	92 Granade Ave	Chatom	AL	36518	251-847-2235
16836	Uma	Sharma	RDUS LLC	3741 20th Ave	Valley	AL	36854-3202	334-768-2231
16943	Jack V.	Greer, Jr.	Autry Greer & Sons, Inc.	10835 Dauphin Island Pkwy	Theodore	AL	36582-7453	251-973-9243
16971	Taylor W.	Paris	Paris Ace Elberta Inc.	24753 State St	Elberta	AL	36530-2695	251-986-4261
17077	David C.	Majure	Southeast Ace, LLC	400 McFarland Blvd	Northport	AL	35476-3371	205-409-8669
17344	Jerrold O.	Russell	Dodge City Hardware, LLC	699 Al Highway 69 S	Hanceville	AL	35077-3405	256-787-4150

ACTIVE MEMBER STORES AS OF DECEMBER 31, 2023

1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
17475	Britt A.	Wood	Britt's Ace, Inc.	255 City Street	Gardendale	AL	35071	205-386-3596
17479	David C.	Majure	Southeast Ace, LLC	2640 Martin St S	Pell City	AL	35128-7553	205-813-0011
17514	Tony R.	Walker	Lake Guntersville Ace Hardware, LLC	1536 Blount Ave	Guntersville	AL	35976-1838	256-582-3353
17522	George	Weatherly	Builders Sply Co, Inc. of Dekalb Co	615 E Willow St	Scottsboro	AL	35768-2003	256-259-2211
17548	Chris	O'Rear	O'Rear Hardware, LLC	1840 Pinson St	Birmingham	AL	35217-2418	205-841-4646
17632	David C.	Majure	Southeast Ace, LLC	300 Carlow Ln Ste 108	Birmingham	AL	35242-6688	205-980-7221
17778	Merritt Marcus	Robbins	Ace Robbins, LLC	6024 Highway 53	Harvest	AL	35749-9538	256-945-7083
17780	Jason	Russell	Trussville Hardware, LLC	307 Main St	Trussville	AL	35173-1497	205-494-0012
17812	David K	Blizard	Ace Hardware Stevenson LLC	43146 US Highway 72	Stevenson	AL	35772-6700	256-437-9088
17855	David C	Majure	Southeast Ace, LLC	617 Bear Creek Rd	Tuscaloosa	AL	35405-6473	205-737-7812
17894	Glen	Vinson	Piggly Wiggly of Red Bay, Alabama,	518 4th Ave SE	Red Bay	AL	35582-4114	256-356-4406
17975	Jack V	Greer Jr.	Autry Greer & Sons, Inc.	251 Saint Louis St	Mobile	AL	36602-2920	000-000-0000
17976	Selwyn H	Turner III	Sylacauga Hardware Store, LLC	214 W Fort Williams St	Sylacauga	AL	35150-2432	256-861-2450
18012	Donald B	Compton	Compton Ace Hardware, Inc.	4500 Montevallo Rd	Birmingham	AL	35210-3129	205-777-3227
18116	Jonathon H	Koehn	Farm and Builders Supply of Livings	1310 N Washington St	Livingston	AL	35470	205-652-2528
18144	Nassem	Ajlouny	Buy-Lo Quality Food Stores, Inc.	4750 Eastern Valley Rd	Mc Calla	AL	35111-3406	205-230-0144
18219	Stephen	Ascik	HoneyDo, Inc.	10058 Belgrove Ave	Daphne	AL	36526-6711	251-241-0850
18262	Lee	Richards	Moundville Hardware, LLC	39609 Highway 69 S	Moundville	AL	35474	205-371-4283
18267	William E	Ragland IV	Ragland Bros. Retail COS., Inc.	17185 Broad St	Henagar	AL	35978-4296	256-657-2043
18282	Dylan	Gates	Jackson Hardware Company, Inc.	1126 College Ave	Jackson	AL	36545-2405	251-246-2471
18307	Arthur W	Frizzell III	Consolidated Ace of Enterprise, Inc	6102 Boll Weevil Cir	Enterprise	AL	36330-9422	334-475-2224
18311	Robert J	Weathers	Weathers Hardware & Appliance Co, I	7202 Bailey Cove Rd SE	Huntsville	AL	35802-2746	256-850-8227
18356	Jason	Coburn	Southern Lumber & Hardware, LLC	108 County Road 100	Deatsville	AL	36022-2739	334-991-5930
18358	Jason A	Russell	Homewood Hardware, LLC	320 Oxmoor Rd	Homewood	AL	35209-6116	205-778-2100
18413	Taylor	Paris	Paris Ace Foley Inc.	1100 S McKenzie St	Foley	AL	36535-1817	251-968-7458
18617	Wayne	Strength	Strength's Hardware LLC	1788 S Highway 21 Byp	Monroeville	AL	36460-3080	251-575-4896
18619	Donna R	Grantham	Montevallo Hardware, LLC	4004 Highway 25	Montevallo	AL	35115-4113	205-917-9576
18675	John	Roberts	Moseley Industrial Supply Company,	1301 S Brundidge St	Troy	AL	36081-3126	334-566-0688
18752	Sabrina	McPherson	Ace Hardware of Linden, LLC	1137 S Shiloh St	Linden	AL	36748-2910	334-295-5911
18781	Bill	Newman	Lincoln Lumber and Hardware, LLC	59 Industrial Drive	Lincoln	AL	35096	000-000-0000
2041	Jackie	Nobles	Stedman's Inc.	110-120 S College	Stuttgart	AR	72160	870-673-2676
2116	Paul	Moore	HAROLD IMPLEMENT CO., INC.	701 N Missouri Ave	Corning	AR	72422-7000	870-857-3931
3254	Hildred	Johnson	JOHNSON SUPPLY, INC.	962 Ash Flat Dr N	Ash Flat	AR	72513	870-994-7331
3701	Hershal	Sims	SIMS ENTERPRISES INC.	925 S Main St	Waldron	AR	72958-7584	479-637-2185
3964	Wendell	Ketchum	HARDMAN LUMBER CO. OF ARKADELPHIA,	3026 Pine St	Arkadelphia	AR	71923-5325	870-246-5824
4420	John	Terry	TERCO INVESTMENTS COMPANY, INC.	8508 Dollarway Rd	White Hall	AR	71602-2848	870-247-3006
4446	Ritchie	Tippin	TIPPIN & TIPPIN INC.	414 South Scenic 7 Drive	Ola	AR	72853	479-489-5614
5029	Todd	Haynes	HAYNES HOME CENTER, INC.	4 Davis Dr	Morrilton	AR	72110-4513	501-354-1239
5093	Louella	Terrell	LOUELLA TERRELL	216 S Washington Ave	Murfreesboro	AR	71958-9558	870-285-3491
5138	James	Thompson	THOMPSON'S ACE HARDWARE, INC	920 Highway 62 65 N	Harrison	AR	72601-2148	870-741-3670
5239	Earline	Tripp	Tripp Supply, Inc.	635 Lawrence St	Batesville	AR	72501-7124	870-793-4326
5330	Jason W	Harvey	HARVEY'S ACE HDW. & LUMBER CO., INC	373 W Chestnut St	Marianna	AR	72360-2131	870-295-3457
5782	John	Morton	DAVIS LUMBER COMPANY OF STUTTGART,	301 E Michigan St	Stuttgart	AR	72160-3257	870-673-3601
6758	Allen	Hurt	QUALITY FARM SUPPLY OF JONESBORO IN	2933 Industrial Dr	Jonesboro	AR	72401-7654	870-935-4622

ACTIVE MEMBER STORES AS OF DECEMBER 31, 2023

1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
7908	Todd	Gazaway	Gazaway Lumber Co., Inc.	2620 W Kingshighway	Paragould	AR	72450-3903	870-236-7666
8088	L	Kerr	TIMMINS HARDWARE AND FURNITURE	101 E 5th St	El Dorado	AR	71730-3821	870-863-7104
9698	Clayton T.	Wiggins	Wiggins Ace Hardware Inc.	215 N Bennett Ave	Booneville	AR	72927-4001	479-675-3590
10241	Wes	Stockwell	S & S HOME CENTER, INC.	1315 E Main St	Magnolia	AR	71753-3825	870-299-9843
10353	Deborah L	Clark	YEAGER HARDWARE, INC.	1610 Main St	Van Buren	AR	72956-4732	479-474-5278
10357	Deborah L	Clark	YEAGER HARDWARE, INC.	2619 Rogers Ave	Fort Smith	AR	72901-4145	479-783-4629
10359	Deborah L	Clark	YEAGER HARDWARE, INC.	4910 Jenny Lind Rd	Fort Smith	AR	72901-8524	479-646-1209
10361	Deborah L	Clark	YEAGER HARDWARE, INC.	814 W Center St	Greenwood	AR	72936-3724	479-996-0670
10483	Charles	Churchman	CHURCHMAN BUILDING CENTER, INC	1500 Highway 367 N	Newport	AR	72112-2508	870-523-2735
10581	Renae	Estes	FL Davis Development, Inc	1916 Hwy 25B N	Heber Springs	AR	72543-6403	501-206-4223
11704	Ronnie	Garner	CHARLES SANDERS LLC	20191 Arch St	Little Rock	AR	72206-9216	501-888-6500
12029	Ambrose	Baltz	BALTZ FEED COMPANY, INC.	828 Highway 67 S	Pocahontas	AR	72455-3782	870-892-4591
14009	Todd	Gazaway	GAZAWAY LUMBER CO., INC.	4827 E Johnson Ave	Jonesboro	AR	72401-8413	870-932-1311
14286	Stuart T	Haynes	HAYNES HARDWARE, INC.	1085 Morningside Dr	Conway	AR	72034-3646	501-327-2400
14598	Marvin J	Moore Jr.	HOMER'S HARDWARE, INC.	2128 W Beebe Capps Expy	Searcy	AR	72143-5017	501-268-3515
14761	Renae	Estes	F. L. DAVIS BUILDING CENTER, INC.	7379 Greers Ferry Rd	Greers Ferry	AR	72067-9418	501-825-6238
14782	John P	Morton	Lumber One Home Center Inc.	682 Highway 365	Mayflower	AR	72106-9630	501-470-1122
15476	Gaurang	Modi	BESSER MODI INC	1015 Main St	Little Rock	AR	72202-3819	501-375-7623
15522	Chris	Robertson Sr	CANTRELL HARDWARE, LLC	2600 Cantrell Rd	Little Rock	AR	72202-2029	501-280-0626
15887	Greg	Hufford	Hufford Hardware & Building Supply,	201 S Main	Leachville	AR	72438	870-539-8667
15949	Renae	Estes	F. L. Davis Sherwood Hardware, Inc.	2913 E Kiehl Ave	Sherwood	AR	72120-3211	501-834-4223
16471	Marvin J.	Moore, Jr.	Beebe Hardware, LLC	905 W Dewitt Henry Dr	Beebe	AR	72012-2105	501-232-5155
16568	Wes	Stockwell	S & S Home Center, Inc.	827 Central Ave	Stamps	AR	71860-2615	870-533-1010
16887	Renae	Estes	F.L. Davis Pea Ridge Hardware, Inc.	240 N Curtis	Pea Ridge	AR	72751-3414	479-268-4223
16986	Randal	Caldwell	Caldwell Lumber II LLC	1956 Falls Blvd N	Wynne	AR	72396-4027	870-238-7558
17090	Bobby	Pierce	Sheridan True Value, Inc.	1000 N Rock St	Sheridan	AR	72150-1802	870-942-8811
17091	Rhonda Joyce	Davis	Davis Cash Lumber, Inc.	160 Park Street	Clinton	AR	72031	501-745-6801
17370	Michael L.	Pomeroy	Pomeroy's Hometown Ace, Inc	500 US Hwy 425 North	Monticello	AR	71655	870-412-4860
17583	Jim	Antz	Harp's Food Stores, Inc.	814 W Main St	Charleston	AR	72933-8907	479-965-0813
17657	Victor	Ditta	Ditta Enterprises, Inc.	320 E Highland Drive	Jonesboro	AR	72401	870-336-4223
17820	Marvin J	Moore Jr.	Cabot Hardware, LLC	207 S 2nd St	Cabot	AR	72023-2919	501-422-6212
18098	Victor	Ditta	Ditta Enterprises, Inc.	509 Highway 62 E	Mountain Home	AR	72653-3205	870-232-4155
18184	Hardep	Singh	Rai & Pandher Investments Inc.	905 Gentry Blvd	Gentry	AR	72734-8579	479-736-3000
18229	Renae	Estes	FL Davis Fayetteville Hardware, Inc	1535 N College Ave	Fayetteville	AR	72703-1917	479-935-8144
18235	Renae	Estes	F.L. Davis Centerton Hardware, Inc.	790 E Centerton Blvd	Centerton	AR	72719-9238	479-696-7879
18440	John	Morton	Lumber One Home Center-Little Rock,	10800 Col. Glenn Road	Little Rock	AR	72204-8017	000-000-000
18489	Hardep	Singh	Leonard's Ace Inc.	1319 S Arkansas Ave	Russellville	AR	72801-6738	479-968-2142
18520	Ronak	Parikh	Bolster NQ Hardware, LLC	251 Huntsville Rd HY 23S	Eureka Springs	AR	72632-8700	479-253-9642
18551	Bart	Orr	PGAH, LLC	106 W Buchanan St	Prairie Grove	AR	72753-3009	479-846-6800
18719	Deborah L	Clark	Yeager Hardware, Inc.	912 Fort St	Barling	AR	72923-2157	000-000-000
18758	Douglas	Webb	Ideal True Value, Inc.	801 W 1st Ave	Crossett	AR	71635-2707	870-364-4145
420	Joseph T	Findysz	ACE HARDWARE STORES, INC.	6959 E 22nd St	Tucson	AZ	85710-5114	520-747-9473
595	Kristine A	Danloe	PIMA ACE HARDWARE, INC.	5424 E Pima St	Tucson	AZ	85712-3634	520-325-7093
1200	Joseph T	Findysz	ACE HARDWARE STORES, INC.	2931 N Bear Canyon Rd	Tucson	AZ	85749-9493	520-749-0288

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
1881	James	Owens	SAFFORD BUILDERS SUPPLY CO. INC.	707 S 6th Ave	Safford	AZ	85546-2818	928-428-1033
3216	Elston	Grubaugh	WELLTON-MOHAWK IRRIGATION	30570 E Wellton Mohawk Dr	Wellton	AZ	85356-6500	928-785-3351
3367	G Brent	McKeever Jr	McKeever Hardware and Construction,	275 N Tegner #2	Wickenburg	AZ	85390-2415	928-684-5488
3585	Lorraine	Gwozdz	PIMA ACE HARDWARE, INC.	4751 E Sunrise Dr	Tucson	AZ	85718-4534	520-529-0303
3620	Joseph T	Findysz	ACE HARDWARE STORES, INC.	9581 E Golf Links Rd	Tucson	AZ	85730-1461	520-722-1218
3963	Samuel	Davis	DAVIS BUILDING SUPPLY INC.	1408 S Joshua Ave	Parker	AZ	85344-5730	928-669-2239
3986	Scott	Wilson	VALLEY ACE HARDWARE, INC.	1805 E Baseline Rd Ste 1	Tempe	AZ	85283-1522	480-839-2623
4252	Rodney	Blanco	R & B BLANCO, INC.	1941 E Brown Rd	Mesa	AZ	85203-5133	480-890-1900
4326	Ken	Lenhart	LENHART'S ACE HARDWARE, INC.	119 W 1st Ave	Mesa	AZ	85210-1311	480-969-5581
4936	Jennifer	Auth	JA Spur Holdings LLC	1570 W Highway 89a	Sedona	AZ	86336-5625	928-282-0263
5015	Arthur	Holm	PARADISE VALLEY ACE, LLC	13811 N Tatum Blvd	Phoenix	AZ	85032-5533	602-953-2600
5600	Julie A.	Buchkowski	PAUL'S SCOTTSDALE HARDWARE, INC.	1800 N Scottsdale Rd	Scottsdale	AZ	85257-2137	480-947-7281
6234	Dennis J	Holm	CITY HARDWARE, INC.	2242 N 24th St	Phoenix	AZ	85008-2716	602-244-8031
6408	Kimberly A.	Heffel Brown	Ace Hardware Of The White Mountains	221 E Deuce of Clubs	Show Low	AZ	85901-4827	928-537-5443
6677	James	Wennersten	J ET. ALL, INC.	4825 E Warner Rd #16	Phoenix	AZ	85044-3307	480-496-0058
6947	Brenda	Sheets	AGHS INCORPORATED	1395 N State Route 89	Chino Valley	AZ	86323-5692	928-636-4401
7278	Steven	Polm	Apache Hardware LLC	115 Frontage Road	Pearce	AZ	85625	520-826-3858
7439	Leslie	Orchekowsky	SIERRA VISTA ACE HARDWARE, INC.	3756 E Fry Blvd	Sierra Vista	AZ	85635-2908	520-458-3650
7551	Julie A.	Buchkowski	PAUL'S SCOTTSDALE HARDWARE, INC.	16605 E Palisades Blvd	Fountain Hills	AZ	85268-3716	480-837-1080
7830	David	Owens	D & L DISTRIBUTING, INC.	10050 W Bell Rd Ste 26a	Sun City	AZ	85351-1289	623-972-4343
8054	Julie A.	Buchkowski	PAUL'S SCOTTSDALE HARDWARE, INC.	1153 W Broadway Rd	Tempe	AZ	85282-1225	480-966-1791
8559	Tara	Bonelli-Long	DIY HOME CENTERS, INC.	7211 E 1st St	Prescott Valley	AZ	86314-2234	928-772-8111
8843	Kimberly A.	Heffel Brown	Ace Hardware Of The White Mountains	95 W White Mountain Blvd	Pinetop	AZ	85935-7060	928-367-0404
8962	Brooke	Dean	DOGWOOD ENTERPRISES INC.	2820 W Valencia Rd	Tucson	AZ	85746-8033	520-883-4074
10305	Leslie	Orchekowsky	SIERRA VISTA ACE HARDWARE, INC.	591 W 4th St	Benson	AZ	85602-6501	520-586-7345
10341	David	Owens	D. & L. DISTRIBUTING, INC.	13850 W Camino Del Sol	Sun City West	AZ	85375-4410	623-544-1020
10858	Joel	Zaske	VERDE VALLEY HARDWARE, L.L.C.	545 S 12th St	Cottonwood	AZ	86326-4598	928-634-7868
11189	David	Karsten	THE KARSTEN CORPORATION	28220 N Tatum Blvd	Cave Creek	AZ	85331-6302	480-513-7020
11193	Howard	Allen	3 MILE - HARDWARE, LLC.	3111 E Indian School Rd	Phoenix	AZ	85016-6807	602-952-0058
11216	William	Graham	PAPAGO TRADING POST, INC.	1215 W Saint Marys Rd	Tucson	AZ	85745-3115	520-792-4338
11388	Dennis	Holm	U.S. HARDWARE, LLC	5555 N 7th St Ste 106	Phoenix	AZ	85014-2574	602-241-4000
11405	Victor	Salcido	FACTOR SALES, INC.	656 San Luis Plaza Dr	San Luis	AZ	85349	928-627-9404
11452	Glen	Bible	DESERT VISTA HARDWARE, INC.	2221 N Country Club Rd	Tucson	AZ	85716-2826	520-326-4323
11563	Edward	Alexander	ED'S ACE HARDWARE, INC.	1940 W Indian School Rd	Phoenix	AZ	85015-5112	602-274-6503
11577	Kimberly	Heffel Brown	ACE HARDWARE OF OVERGAARD, L.L.C.	2837 Hwy 260 Overgaard	Overgaard	AZ	85933	928-535-6335
11594	David	Karsten	THE KARSTEN CORPORATION	36889 N Tom Darlington Dr	Carefree	AZ	85377-4605	480-488-4400
11595	William	Graham	PAPAGO TRADING POST, INC.	8165 N Courtney Page Way	Tucson	AZ	85743-7557	520-579-0133
11640	John	Arterburn	ARTERBURN AND COMPANY LLC	23623 N Scottsdale Rd, Suite D5	Scottsdale	AZ	85255-3471	480-563-3212
11652	Lynn	Roman	CORPORATE PROMOTIONS & GIFTS, L.L.C	2185 E Irvington Rd	Tucson	AZ	85714-1836	520-434-9000
11774	James	Wennersten	J & R HARDWARE, LLC	10300 N Scottsdale Rd	Scottsdale	AZ	85253-1449	480-368-8343
11920	Joseph T	Findysz	ACE HARDWARE STORES, INC.	7451 S Houghton Rd	Tucson	AZ	85747-9303	520-574-3300
12164	Timothy	Christison	SIX POINTS HARDWARE, INC.	1409 N 19th Ave	Phoenix	AZ	85009-3840	602-252-6157
12179	Timothy	Christison	SIX POINTS HARDWARE, INC.	10009 N 19th Ave	Phoenix	AZ	85021-1907	602-861-3195
14099	Julie A.	Buchkowski	PAUL'S SCOTTSDALE HARDWARE, INC.	1927 E Baseline Rd	Gilbert	AZ	85233-1546	480-539-5563

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
14196	Brian S.	Kabat	ST. HELEN AUTO & HARDWARE, INC	725 W Apache Trail Rd #3B	Apache Junction	AZ	85120	480-983-9223
14240	Lori	Reid	DESERT VISTA HARDWARE, INC.	7119 E Tanque Verde Rd	Tucson	AZ	85715-3431	520-886-5457
14242	Dennis	Holm	WESTERN HARDWARE, LLC	5127 W Indian School Rd #131	Phoenix	AZ	85031-2611	623-873-3600
14250	Arthur	Ruggiero	JANT GROUP, INC.	750 S Cooper Rd	Gilbert	AZ	85233-7159	480-240-3000
14363	James	Ruiz	Kearny Ace Hardware, LLC	346 Alden Rd	Kearny	AZ	85137-9900	520-363-7346
14420	Joseph T	Findysz	ACE HARDWARE STORES, INC.	745 E 9th St	Tucson	AZ	85719-5325	520-882-5700
14553	Mark	Schulein	CROWN HARDWARE, INC.	1799 Kiowa Ave	Lake Havasu City	AZ	86403-2881	928-680-6020
14559	Mark	Schulein	CROWN HARDWARE, INC.	3530 Sweetwater Ave	Lake Havasu City	AZ	86406-9141	928-453-7800
14564	Julie A.	Buchkowski	PAUL'S SCOTTSDALE HARDWARE, INC.	8449 E McDonald Dr	Scottsdale	AZ	85250-6334	480-948-3102
14576	Michael	Mc Auliffe	ARIZONA CANYONROCK ENTERPRISE, LLC.	115 W Esperanza Blvd	Green Valley	AZ	85614-2626	520-625-4772
14577	Barry	Mc Kay	MCKAY'S ACE HARDWARE, INC.	1929 W Glendale Avenue	Phoenix	AZ	85021-7839	602-249-2818
14600	David	Owens	D & L DISTRIBUTING, INC.	17026 W Bell	Surprise	AZ	85374-2433	623-214-6500
14650	John	Piccoli	NEW VISION HARDWARE, INC.	11921 N 1st Ave	Oro Valley	AZ	85737-8593	520-297-0222
14719	David	Karsten	THE KARSTEN CORPORATION	610 N Estrella Pkwy	Goodyear	AZ	85338-9301	623-932-1017
14838	Christiaan	Bonelli	CAMP VERDE ACE HARDWARE, LLC	285 S Main St	Camp Verde	AZ	86322-7214	928-567-4172
14897	Jessica	Belfore	GLENDALE ACE HARDWARE L.L.C.	7150 N 51st Ave	Glendale	AZ	85301-2606	623-937-1385
14975	Leslie J	Orchekowsky	SIERRA VISTA ACE HARDWARE, INC.	1220 S Naco Hwy	Bisbee	AZ	85603-9731	520-432-4975
15155	Victor	Salcido	FACTOR SALES, INC.	415 Main Street	Somerton	AZ	85350	928-627-0604
15341	Myron	Lizer	MICHAEL NELSON & ASSOCIATES, INC.	Sr 264 Navajo Nation Shpg Ctr	Window Rock	AZ	86515	928-871-4076
15343	Myron	Lizer	MICHAEL NELSON & ASSOCIATES, INC.	Hwy 160 at Hwy 163	Kayenta	AZ	86033	928-697-8173
15439	Myron	Lizer	MICHAEL NELSON & ASSOCIATES, INC.	Hwy 191 Tseyi Shopping Center	Chinle	AZ	86503	928-674-5517
15549	Avtar	Thandi	THANDI INVESTMENTS, INC.	8453 W Battaglia Dr	Arizona City	AZ	85123	520-466-5322
15571	Donald S	Olsen	Olsens Market Place IGA L.L.C.	1961 Ajo Gila Bend Hwy	Ajo	AZ	85321-1113	520-387-5641
15646	Mark	Hoffman	Honey Bee Hardware, LLC	18785 S I 19 Frontage Rd	Sahuarita	AZ	85614-4916	520-399-9000
15665	Mark	Rios	Miramar Hardware, LLC	2830 N Campbell Ave	Tucson	AZ	85719-2811	520-325-2432
15671	Scott	Wilson	Valley Ace Hardware, Inc.	2820 N Pinal Ave Suite 7	Casa Grande	AZ	85122-7921	520-421-1225
15862	Darin	Hill	Hill Arizona Grocery Company, Inc.	1135 West Cleveland St	Saint Johns	AZ	85936	928-337-2261
15917	James	Roberts	Roberts Hardware, LLC	2050 N Alma School Rd	Chandler	AZ	85224-2887	480-899-4885
15999	Scott	Wilson	Wilson's Hardware, LLC	9666 E Riggs Rd	Sun Lakes	AZ	85248-7402	480-895-0641
16050	Jessica L	Belfore	Anthem Ace Hardware LLC	3440 W Anthem Way	Anthem	AZ	85086-0452	623-551-6800
16053	Arthur	Ruggiero	Jant Group. Inc.	1335 E Chandler Blvd	Phoenix	AZ	85048-6284	480-460-4223
16055	Paul	Mandile	Poppy's Hardware LLC	20165 N 67th Ave	Glendale	AZ	85308-7002	623-376-8216
16104	Preston	Owens	Morenci Hardware & Supply, LLC	172 Plaza Drive #56	Morenci	AZ	85540	928-865-4121
16146	Kimberly A.	Heffel-Brown	Globe Hardware, LLC	1930 E Ash St	Globe	AZ	85501-2031	928-425-0060
16157	James M	Wennersten	Union Hardware, LLC	18416 N 19th Ave	Phoenix	AZ	85023-1361	602-863-9002
16200	Joel	Zaske	Village Hardware, L.L.C.	6085 State Route 179	Sedona	AZ	86351-7936	928-284-1177
16210	Nicole L	Snyder	Adobe Hardware LLC	1899 W Grant Rd	Tucson	AZ	85745-1203	520-620-0704
16277	Julie A.	Buchkowski	Paul's Scottsdale Hardware, Inc.	929 E Broadway Rd	Tempe	AZ	85282-1518	480-968-4544
16326	Michael W	Rios	MACE, L.L.C.	5344 S 12th Ave	Tucson	AZ	85706-3275	520-294-2594
16330	David F	Karsten	The Karsten Corporation	10620 N 32nd St	Phoenix	AZ	85028-3202	602-971-1036
16364	Arthur J	Ruggiero	Jant Group, Inc.	4870 S Gilbert Rd	Chandler	AZ	85249-4598	480-802-2100
16442	Kristine A.	Danloe	Oracle Road Pima Hardware, LLC	7876 N Oracle Rd	Oro Valley	AZ	85704-6315	520-797-7100
16505	Mark	Rios	Four Rivers Hardware LLC	605 E Wetmore Rd	Tucson	AZ	85705-1797	520-305-3322
16528	Philip J.	Cox	PAAH, LLC	23990 N Marblehead Ave	Paulden	AZ	86334	928-756-2762

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
16610	James	Van Der Werf	Floyds Hardware, Inc.	13820 W Camelback Rd	Litchfield Park	AZ	85340-3072	623-535-1303
16631	Mohan	Saini	Bhaji, Inc.	16237 W Ajo Hwy	Tucson	AZ	85735-2121	520-822-1353
16679	Arthur J	Ruggiero	Jant Group, Inc.	7465 W Cactus Rd #102	Peoria	AZ	85381-5319	623-486-0041
16750	Julie A.	Buchkowski	Paul's Scottsdale Hardware, Inc.	11323 E Via Linda	Scottsdale	AZ	85259-4079	480-661-1900
16753	Julie A.	Buchkowski	Paul's Scottsdale Hardware, Inc.	507 N Beeline Hwy	Payson	AZ	85541-3703	928-474-5238
16760	Brian S	Kabat	BADA, L.L.C.	2758 S Crismon Rd	Mesa	AZ	85209-2612	480-429-0199
16781	Roger	Lowe	Pay and Save, Inc.	Navajo Rte 191 at 264	Ganado	AZ	86505	928-255-5710
16917	Mark	Rios	335 Hardware LLC	3749 W Ina Rd	Tucson	AZ	85741-2319	520-742-0010
16920	Joseph T.	Findysz	Ace Hardware Stores, Inc.	8600 E Broadway Blvd	Tucson	AZ	85710-4014	520-296-5435
16930	Felix	Pareja	JBBJC Incorporated	8365 W Camelback Rd	Phoenix	AZ	85037-1257	623-213-7226
16969	Jessica Laree	Melton	MW Family Holdings, LLC	1511 E Mc 85	Buckeye	AZ	85326	623-386-2833
16988	James M.	Wennersten	3232 Hardware, LLC	3232 E Guadalupe Rd	Gilbert	AZ	85234-5101	480-912-7275
17202	Charles O.	Davis	Triple D Hardware, Inc.	617 E Main St	Springerville	AZ	85938-5214	928-333-4433
17315	Rodney A.	Blanco	BBR Hardware, LLC	1050 N Higley Rd	Mesa	AZ	85205-5304	480-981-0808
17469	Terril	Kay	Snowflake Ace Hardware LLC	791 S Main St	Snowflake	AZ	85937-5503	928-536-4756
17502	Arthur J	Ruggiero	Jant Group, Inc.	20231 E Ocotillo Rd STE 2	Queen Creek	AZ	85142	480-987-9655
17531	Brian S.	Kabat	ADAB LLC	40649 N Gantzel Rd	San Tan Valley	AZ	85140-7008	480-500-6146
17541	Mark	Schulein	Lifestyle Fort Mohave LLC	2350 Miracle Mile #160	Bullhead City	AZ	86442	928-758-2816
17552	Mark	Schulein	Lifestyle Fort Mohave LLC	4515 S Highway 95	Fort Mohave	AZ	86426-9346	928-763-6696
17621	Dallin	Redd	Redd Group LLC	620 N Navajo Dr	Page	AZ	86040-0960	928-645-2428
17630	David F	Karsten	The Karsten Corporation	21542 N John Wayne Pkwy	Maricopa	AZ	85139-8981	520-494-7805
17669	Brian S	Kabat	Exit 12 LLC	11274 S Fortuna Rd	Yuma	AZ	85367-7847	928-376-6517
17675	Barry	McKay	McKay's Hardware South LLC	6841 S Central Ave	Phoenix	AZ	85042-5420	602-276-8563
17705	Barry	Mckay	12th Street Hardware, L.L.C.	7820 N 12th St	Phoenix	AZ	85020-4223	602-707-6940
17721	Arthur	Ruggiero	Jant Group, Inc.	23954 S Power Rd	Queen Creek	AZ	85142-8413	480-445-9191
17777	Joseph T.	Findysz	Ace Hardware Stores, Inc	4640 E Broadway Blvd	Tucson	AZ	85711-3512	520-318-0414
17779	Howard	Allen	Howard's Hardware, LLC	4238 W Bell Rd	Glendale	AZ	85308-4020	602-938-5587
17899	Jessica	Melton	WM Family Holdings, LLC	19570 W Indian School Rd	Buckeye	AZ	85396-2026	623-466-8002
17905	Caroline	Van Marcke	Van Marcke Trade Supply, Inc.	1325 E Florence Blvd	Casa Grande	AZ	85122-5120	520-509-4787
17925	Kyle J	Cornelius	KKC Hardware LLC	3540 W Baseline Rd	Laveen	AZ	85339-3041	602-425-5144
18029	Shahid	Hanif	Downtown Hardware Depot Inc.	510 S Avenue A	San Manuel	AZ	85631-1310	520-385-9000
18094	Jessica M.	Manriquez	Ace Hardware Broadway and Central,	28 E Broadway Rd	Phoenix	AZ	85040-2109	602-243-6227
18095	Arthur	Ruggiero	Jant Group, Inc.	290 N Main St	Florence	AZ	85132	520-868-0410
18196	Arthur	Ruggiero	Jant Group, Inc.	1030 N Arizona Blvd	Coolidge	AZ	85128-3727	520-723-2906
18284	Justin	Piccoli	JML Hardware LLC	16120 N Oracle Rd	Catalina	AZ	85739-9141	520-825-8200
18303	Rodney	Blanco	Cooley Hardware, L.L.C.	4115 E Williams Field Rd	Gilbert	AZ	85295-1144	480-771-4111
18312	Abdullah	El-Awik	Burge Garbiel LLC	4550 N Stockton Hill Rd	Kingman	AZ	86409-1755	928-757-2154
18328	Benjamin A	Sine	Willcox Hardware, LLC	914 W Rex Allen Dr	Willcox	AZ	85643-1016	520-384-4446
18473	Mark	Rios	TWOSONS HARDWARE LLC	9705 N Thornydale Unit 151	Tucson	AZ	85742-5028	520-579-6830
18517	Michael W	Rios	29 Rivers LLC	4010 E 29th St	Tucson	AZ	85711-6111	520-747-8144
18641	Caroline	Van Marcke	Van Marcke Trade Supply Inc	7125 E Main St	Mesa	AZ	85207-8227	480-830-4000
18699	Janet	Beatty	Whites' Hardware, Inc.	3025 S Kinney Rd	Tucson	AZ	85713-5504	520-578-3989
18700	Amy	Nagra	Tonto Basin Investments LLC	45994 N Hwy 188	Tonto Basin	AZ	85553	928-479-2000
18701	Janet	Beatty	Whites' Hardware, Inc.	6315 N Sandario Rd	Tucson	AZ	85743-8757	520-682-0614

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
18765	David A	Owens	D & L Distributing, Inc.	13724 W Waddell Rd	Surprise	AZ	85379-8437	000-000-000
18888	Joseph T	Findysz	Ace Hardware Stores Inc.	16335 S Houghton Rd	Corona De Tucson	AZ	85641-2130	520-762-0909
19094	Raffaello	Cianfaglione	JRC Hardware Mesa Incorporated	2842 N Power Rd	Mesa	AZ	85215-1675	480-854-7000
600	William	Woodward	WOODWARDS HARDWARE, INC.	2343 N Tustin Ave	Santa Ana	CA	92705-1601	714-541-5268
611	Martin T	Spitsen	TAHOE CITY LUMBER CO.	715 River Rd	Tahoe City	CA	96145	530-583-4248
618	Reuben	Paperny	PAINTCRAFT SUPPLY CO.	2620 Crenshaw Blvd	Los Angeles	CA	90016-3006	323-733-9157
634	James Michael	Scarborough	SCARBOROUGH HOME CENTER INC.	9470 Highway 9	Ben Lomond	CA	95005-9228	831-336-5142
707	Garth	Smith	DALE HARDWARE, INC.	3700 Thornton Ave	Fremont	CA	94536-7440	510-797-3700
720	Richard	Lawrence	EMIGH HARDWARE CO.	3555 El Camino Ave	Sacramento	CA	95821-6538	916-482-1900
728	Dan	Weisenberger	WEISENBERGER'S HDWE INC	881 W Olive Ave	Porterville	CA	93257-3109	559-784-3292
743	Marc	Lucena	COLLIER HARDWARE	105 Broadway St	Chico	CA	95928-5317	530-342-0195
884	Dennis	Nilsen	NILSEN FEED & GRAIN COMPANY	1593 Market St	Ferndale	CA	95536-9558	707-786-9501
898	William R	Wygol	VINE HILL HARDWARE, INC.	4451 Clayton Rd	Concord	CA	94521-2845	925-825-4100
903	David	Pryde	PASTIME HARDWARE, INC.	10057 San Pablo Ave	El Cerrito	CA	94530-3949	510-526-6615
914	Virginia	Carpenter	BERKELEY HARDWARE INC.	2020 Milvia St #100	Berkeley	CA	94704-1291	510-845-0410
915	Ronald	Menegon	STEVES HARDWARE, INC.	1370 Main St	St Helena	CA	94574-1905	707-963-3423
918	Jeff	Tomasini	REX HARDWARE CO. INC.	313 B St	Petaluma	CA	94952-3044	707-762-7355
926	Linda	Roark	PETE'S HARDWARE CO. INC.	2569 Castro Valley Blvd	Castro Valley	CA	94546-5407	510-581-7633
931	William R	Wygol	VINE HILL HARDWARE, INC.	3610 Pacheco Blvd	Martinez	CA	94553-2129	925-228-6135
934	Gary	Simpson	SANTA BARBARA HOME IMPROVEMENT CENT	415 E Gutierrez St	Santa Barbara	CA	93101-1708	805-963-7825
940	Don	Kelleher	ANDERSEN DRIVE BUILDING SUPPLY CO.,	930 Andersen Dr	San Rafael	CA	94901-5315	415-453-3043
1111	Ernest	Pierson	ERNEST PIERSON CO.	4100 Broadway St	Eureka	CA	95503-5736	707-441-2700
1126	Kathleen	Corbet	GENERAL TRADING CORPORATION	800 Magnolia Ave	Larkspur	CA	94939-1146	415-924-7013
1134	Willima M.	Ramshaw	RAMSHAW'S ACE HARDWARE INC.	328 N Mount Shasta Blvd	Mount Shasta	CA	96067-2230	530-926-3482
1199	Thomas	Young	PINI HARDWARE INC.	1535 S Novato Blvd Ste A	Novato	CA	94947-4109	415-892-1577
1316	Stacey	Gresko	G & S HARDWARE PURCHASING, INC.	108 A Harding Blvd	Roseville	CA	95678-2805	916-782-8402
1363	Michael	Nelson	MICHAEL NELSON	2051 High St	Selma	CA	93662-3512	559-896-3404
1409	Matthew R	Olson	JACKSON'S HARDWARE INC.	435 Du Bois St	San Rafael	CA	94901-3910	415-454-3740
1466	Kenneth	Steving	NEW HOME BUILDING SUPPLY	5310 Franklin Blvd	Sacramento	CA	95820-4738	916-455-3057
1522	James Michael	Scarborough	SCARBOROUGH LUMBER & BUILDING SUPPL	20 El Pueblo Rd	Scotts Valley	CA	95066-3505	831-438-0331
1751	Paul A	Filice	MINER'S ACE HARDWARE, INC.	1056 W Grand Ave	Grover Beach	CA	93433-2160	805-489-2931
1775	Stan	Paxson	SQUIRES LUMBER CO., INC.	370 N 9th St	Colton	CA	92324-2909	909-825-1883
1908	Jack	Harrison	HARRISON HARDWARE INC.	1051 Edison St	Santa Ynez	CA	93460-9662	805-688-4614
1937	August	Venezia Jr.	FAIRFAX BUILDING SUPPLY COMPANY, IN	109 Broadway Blvd	Fairfax	CA	94930-1623	415-453-4410
1968	Giulio	Sbragia	BAYSIDE BUILDING MATERIALS, INC.	2075 S Norfolk St	San Mateo	CA	94403-1152	650-349-5141
2324	Ernest Keith	Gentner	CENTER HARDWARE AND SUPPLY COMPANY	3003 3rd St	San Francisco	CA	94107-3505	415-861-1800
2386	David	Mc Kenzie	MC KENZIE HARDWARE INC.	627 Merchant St	Vacaville	CA	95688-6907	707-448-2978
2520	George	Roberts	ROBERTS OF WOODSIDE	3044 Woodside Rd	Woodside	CA	94062-2551	650-851-1084
2544	Zvicki	Govrin	GOODMAN BUILDING SUPPLY COMPANY	775 Redwood Hwy	Mill Valley	CA	94941-2538	415-388-6233
2632	Walter	Hardester	WALTER R. HARDESTER INC.	21088 Calistoga Rd	Middletown	CA	95461-9300	707-987-2325
2651	Gary	Braga	GRAND LAKE ACE HARDWARE INC.	1221 Grand Ave	Piedmont	CA	94610-1001	510-652-1936
2667	Sean	Mokou	BSM INC	1544 Grand Ave	San Diego	CA	92109-4301	858-274-6464
2799	R	Schelling	EXETER MERCANTILE COMPANY, INC.	258 E Pine St	Exeter	CA	93221-1750	559-592-2121
3027	Tom	Reische	GEO. L. MESSICK CO., INC.	729 Market St	Colusa	CA	95932-2326	530-458-5144

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
3055	Michael K.	Mayfield	MENDO MILL & LUMBER CO.	1870 N State St	Ukiah	CA	95482-3119	707-462-8806
3097	Jeffrey	Leopold	STANDARD 5-10-25 CENT STORES, LLC	3545 California St	San Francisco	CA	94118-1707	415-751-5767
3206	Judith	Nichols	NICHOLS LUMBER & HARDWARE CO.	13470 Dalewood St	Baldwin Park	CA	91706-5834	626-960-4802
3325	Carl	Reed	REEDS RANCH MARKET, INC.	7007 Shingleleglen Trail	Shingletown	CA	96088	530-474-3874
3357	Rick	Karp	COLE HARDWARE	956 Cole St	San Francisco	CA	94117-4316	415-753-2653
3472	Carole	Mascherini	GARRETT HARDWARE	1340 Healdsburg Ave	Healdsburg	CA	95448-3205	707-433-5593
3507	Michael K.	Mayfield	MENDO MILL & LUMBER CO.	305 E Commercial St	Willits	CA	95490-3201	707-459-4631
3615	Charles	Johnson	L.B. JOHNSON HARDWARE CO. INC.	3600 Slauson Ave	Maywood	CA	90270-2632	323-582-8171
3755	Anthony	Rogelstad	Brentwood Ace Hardware	8900 Brentwood Blvd Ste J	Brentwood	CA	94513-4035	925-634-3201
3779	William	Jopson	WILLIAM M. JOPSON	750 S Cloverdale Blvd	Cloverdale	CA	95425-4010	707-894-2165
3833	Peter	Low	CENTRAL BUILDERS SUPPLY, INC.	1949 Post St	San Francisco	CA	94115-3523	415-931-7503
3839	William	Griffin	GRIFFIN HARDWARE CO.	3880 Valley Centre Dr Ste 203	San Diego	CA	92130-3310	858-793-1771
3937	Betty R.	Rhodes	MEINERS OAKS HARDWARE, INC.	121 E El Roblar Dr	Ojai	CA	93023-2337	805-646-7234
3941	Douglas	Billings	BILLINGS PAINT & HARDWARE, INC.	5006-5004 E 2nd St	Long Beach	CA	90803-5320	562-439-2113
3968	Janet	Kodish	DESERT AUTO & HARDWARE INC.	5152 Adobe Rd	Twentynine Palms	CA	92277-1804	760-367-9125
4003	Alan	Medina	ALAN MEDINA AND HELEN MEDINA	17800 Sonoma Highway	Boyes Hot Sprgs	CA	95416	707-996-1008
4277	Glenn	Shirer Jr	CORONADO BLUE INC.	949 Orange Ave	Coronado	CA	92118-2609	619-672-1948
4291	Dennis	Jones	CARMICHAEL HARDWARE AND SUPPLY, INC	4005 Manzanita Ave Ste 24	Carmichael	CA	95608-1783	916-489-1999
4320	Charles	Johnson	L.B. JOHNSON HARDWARE CO., INC.	5845 E Washington Blvd	Los Angeles	CA	90040-2323	323-728-1399
4353	Arthur	Bayles	INLAND BUILDERS SUPPLY, INC.	1224 W Hobsonway	Blythe	CA	92225-1424	760-922-0361
4427	Richard	Johnson	L.B. JOHNSON INDUSTRIAL HARDWARE #3	10204 Norwalk Blvd	Santa Fe Springs	CA	90670-3328	562-946-9100
4428	Lisa M.	Guzman	National Hardware Supply LLC	7173 N Blackstone Ave	Fresno	CA	93650-1235	559-439-2767
4443	Hershel	Mc Collough	L & M LUMBER, INC.	4700 Lake Isabella Blvd	Lake Isabella	CA	93240-9469	760-379-4631
4514	Antonio	Campos	CLEVANGER MERCANTILE, LLC	2342 W Tahoe	Caruthers	CA	93609	559-864-3019
4520	Warren J	White	TRUITT AND WHITE LUMBER COMPANY	642 Hearst Ave	Berkeley	CA	94710-1928	510-841-0511
4523	James	Lloyd	FOUR SEASONS SUPPLY CENTER	304 S Court St	Alturas	CA	96101-4102	530-233-4441
4586	Hank	Hornsveld	HANK'S HARDWARE AND LUMBER, INC.	41740 Enterprise Cir S	Temecula	CA	92590-4881	951-676-4265
4589	Carole	Mascherini	GARRETT HARDWARE OF WINDSOR, INC.	10540 Old Redwood Hwy	Windsor	CA	95492-8042	707-433-6590
4636	James Michael	Scarborough	SCARBOROUGH LUMBER	218 Mount Hermon Rd	Scotts Valley	CA	95066-4039	831-438-0581
4717	Dennis	Jones	GREENHAVEN HARDWARE INC.	388 Florin Rd	Sacramento	CA	95831-1407	916-391-3038
4719	Daniel	Altwarg	DARBRI CORPORATION	625 3rd St	Oakland	CA	94607-3550	510-832-6532
4726	Jack	Rieke	COONEY, PARRIS & RIEKE CORPORATION	2760 E St	Eureka	CA	95501-4330	707-442-5734
4861	John	Spreitzer	WOODS PAINT AND HARDWARE, INC.	22217 Palos Verdes Blvd	Torrance	CA	90505-2016	310-540-5355
4864	Donnie	Carr	LAMONT GENERAL STORE, INC.	10405 Main St	Lamont	CA	93241-1726	661-845-0793
4913	Larry	Dorn	PALM DESERT ACE HARDWARE, INC	74058 Highway 111	Palm Desert	CA	92260-4106	760-568-1861
5009	Mike	Sikora	THE AROKIS GROUP	29181 Auberry Rd	Prather	CA	93651-9757	559-855-8348
5024	Walter	Boice	WALTER C. BOICE	240 Broadway St	Laguna Beach	CA	92651-1807	949-497-4404
5113	Jay	Williams	COUNTY BUILDING MATERIALS INC.	2927 S King Rd	San Jose	CA	95122-1518	408-274-4922
5244	Yat	Chu	CHU SUPPLY, INC.	3644 Lawton St	San Francisco	CA	94122-3008	415-665-5585
5317	Pamela	Watson	CLAYTON L. WATSON INC.	911 Academy Ave	Sanger	CA	93657-3111	559-875-7989
5408	Burney	Sjolund	SJOLUND-BEHRENS MARKET INC.	19400 S Highway 1	Manchester	CA	95459-8976	707-882-2805
5419	Sue	Derowski	PACIFIC GROVE HARDWARE, INC.	229 Forest Ave	Pacific Grove	CA	93950-3318	831-646-9144
5436	Heiman	Cheim	UNION LUMBER COMPANY OF MARYSVILLE,	401 B St	Marysville	CA	95901-5717	530-743-4621
5437	Andrew	Kumpe	FRESNO PLUMBING & HEATING, INC.	4572 E Belmont Ave	Fresno	CA	93702-2445	559-255-8353

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
5463	Albert	Arieta	WEST POINT LUMBER, INC.	22471 Highway 26	West Point	CA	95255-9702	209-293-4245
5555	Michael K.	Mayfield	MENDO MILL AND LUMBER CO	5255 Old Highway 53	Clearlake	CA	95422-9011	707-994-1014
5659	Manuel	Rodrigues	Ace Hardware of Watsonville, Inc.	451 Main St	Watsonville	CA	95076-4603	831-724-4749
5780	Robert	Rossi	ROSSI'S BUILDING MATERIALS INC.	835 Stewart St	Fort Bragg	CA	95437-3031	707-964-4086
5790	Tyler	Barnes	ANAHEIM ACE HARDWARE	2720 E Anaheim St	Long Beach	CA	90804-3707	562-438-8983
5828	Lallubhai	Patel	JALARAM CORPORATION	15960 Springdale St	Huntington Beach	CA	92649-1729	714-892-4463
6041	Brandon	Parker	HOWELL MOUNTAIN ENTERPRISES, INC.	15 Angwin Plz	Angwin	CA	94508-9641	707-965-7537
6045	Loren	Harris	K & L HARDWARE & PLUMBING SUPPLY CO	26091 Base Line St	San Bernardino	CA	92410-7041	909-862-9450
6220	Charles	Goodman	DISCOUNT BUILDERS SUPPLY, INC.	1695 Mission St	San Francisco	CA	94103-2432	415-621-8511
6273	Karl	Bauerschmidt	D.K. MOUNTAIN ENTERPRISES INC.	23895 Lake Drive	Crestline	CA	92325	909-338-1617
6302	Erich	Sender	SENDER'S MARKET INC.	8111 Garabaldi St	Mountain Ranch	CA	95246	209-754-1074
6381	Doug	Bishop	SEBASTOPOL HARDWARE CENTER, INC.	660 Gravenstein Hwy N	Sebastopol	CA	95472-2895	707-823-7688
6492	Mark	Ivary	STOCKTON ACE HARDWARE INC.	3201 W Benjamin Holt Dr	Stockton	CA	95219-3741	209-951-8050
6553	William	Del Chiaro	BRISBANE HARDWARE & SUPPLY INC.	1 Visitacion Ave	Brisbane	CA	94005-1558	415-467-2707
6646	Todd	Martin	VALSUP, INC	1350 Hartnell Ave	Redding	CA	96002-2235	530-222-6461
6753	Christopher	Swanson	STRAND ACE HARDWARE INC.	3360 McHenry Ave	Escalon	CA	95320-9499	209-838-7992
6827	Han	Cha	HAN Y. CHA	3199 Kansas Ave	Riverside	CA	92507-3477	951-686-5732
6832	Garfield	Butt	GOLDEN CITY ENTERPRISE INC.	1279 Pacific Ave	San Francisco	CA	94109-2715	415-441-0941
6932	Johnny	Cheng	J. W. PLUMBING SUPPLIES CO., INC.	152 Clement St	San Francisco	CA	94118-2420	415-221-1888
6933	Gene	Pedrotti	PEDROTTI HARDWARE	830 Southampton Rd	Benicia	CA	94510-1907	707-745-6887
7052	Keith	Waterson	HILMAR LUMBER, INC.	8150 Lander Ave	Hilmar	CA	95324-8325	209-668-8123
7077	Rick	Karp	COLE HARDWARE	70 4th St	San Francisco	CA	94103-3124	415-777-4400
7084	David	Erickson	LAFAYETTE ACE HARDWARE, INC.	3311 Mt Diablo Blvd	Lafayette	CA	94549-4011	925-283-3600
7245	Timothy	Little	PLUMAS ACE HARDWARE, INC.	184 W Sierra St	Portola	CA	96122-8618	530-832-5208
7336	Lynn	Leach	MITCHELL AVENUE HARDWARE, INC.	1845 Mitchell Ave	Oroville	CA	95966-5332	530-533-5600
7462	M	Kankel	LOS GATOS MERCANTILE, INC.	15300 Los Gatos Blvd	Los Gatos	CA	95032-2512	408-356-7103
7464	Franklin	Wienecke	WIENECKE AND ASSOCIATES	840 E Washington Blvd	Crescent City	CA	95531-8359	707-465-5865
7610	Swaranjit	Nijjar	MAX'S HARDWARE, INC.	3508 Santa Anita Ave	El Monte	CA	91731-2494	626-443-6178
7638	Hitendra	Patel	ACE HARDWARE, CORONA INC.	1124 W 6th St	Corona	CA	92882-3133	951-734-9970
7907	Mary E	Lawrence	GALT ACE HARDWARE INC.	1067 C St Ste 108	Galt	CA	95632-1758	209-745-1111
7917	Kevin	Jenkins	NORTH BANK ASSOCIATES, INC.	2725 Central Ave	McKinleyville	CA	95519-3620	707-839-1587
8044	Thomas	Gladney	M.J. MURPHY, INC.	10 W Carmel Valley Rd	Carmel Valley	CA	93924-9564	831-659-2291
8061	Frank	Streifel	FRANK STREIFEL, INC.	545 5th St	Gustine	CA	95322-1515	209-854-6801
8153	John	Chi	IRONFORGE CORP.	944 S Indiana St	Los Angeles	CA	90023-2323	323-265-2008
8170	Eric	Freedman	AMERICAN RIVER ACE HARDWARE,	9500 Greenback Ln Ste 10	Folsom	CA	95630-2091	916-988-5188
8207	Jeffrey B	Bourke	G & G HARDWARE, INC.	729 S Broadway St	Yreka	CA	96097-3310	530-842-7351
8228	Jamie	Winter	MOUNTAIN BUILDING SUPPLY, INC.	1947 Lee Rd	Quincy	CA	95971-9689	530-283-0924
8256	Dale T	Gardner	SUNNYMEAD ACE HARDWARE	24064 Sunnymead Blvd	Moreno Valley	CA	92553-3028	951-242-1246
8310	Richard	Clark	CLARK'S HARDWARE, INC.	819 Randolph St	Napa	CA	94559-2910	707-224-0204
8323	Eric	Hassett	Hassett Hardware	875 Alma St	Palo Alto	CA	94301-2404	650-327-7222
8331	Michael	Plotzke	WEAVERVILLE HARDWARE, INC.	Highway 299 West	Weaverville	CA	96093	530-623-6132
8355	James	Vallelunga	TWAIN HARTE LUMBER & HARDWARE, INC.	22956 Twain Harte Dr	Twain Harte	CA	95383-9628	209-586-3571
8371	Steven	Joseph	HIGH COUNTRY LUMBER, INC.	444 S Main St	Bishop	CA	93514-3421	760-873-5874
8393	Michael K.	Mayfield	MENDO MILL AND LUMBER CO.	125 S Main St	Fort Bragg	CA	95437-4207	707-964-0215

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
8397	Joseph	Falabrino	SUPERHARDWARE, INC.	501 W Valley Blvd	San Gabriel	CA	91776-3745	626-284-7021
8446	Michael	Johnson	D & J LUMBER CO, INC.	600 Tennant Ave	Morgan Hill	CA	95037-5519	408-778-1550
8470	Yuen	Chu Ng	AMERICAN EMPEROR, INC.	963 Oak St	Oakland	CA	94607-4817	510-536-6868
8529	James	Whitaker	WHITAKER HARDWARE INC.	179 E High St	Moorpark	CA	93021-1120	805-529-1526
8590	Nancy	Shepherd	MIK-NIK ENTERPRISES, INC.	2850 Hamner Ave	Norco	CA	92860-1929	951-734-0971
8595	Dorinda	Francia	GLENRAN CORPORATION	6441 E Spring St	Long Beach	CA	90808-4022	562-982-0285
8949	James Michael	Scarborough	SCARBOROUGH HOME CENTER, INC.	12990 Highway 9	Boulder Creek	CA	95006-9118	831-338-6467
8964	Michael	Stine	WATERFORD FARM SUPPLY, INC.	120 F Street	Waterford	CA	95386	209-874-2391
9083	Paul A	Filice	MINER'S ACE HARDWARE, INC.	186 Station Way	Arroyo Grande	CA	93420-3372	805-489-9100
9113	Mark	Schulein	CROWN HARDWARE, INC.	9045 Adams Ave	Huntington Beach	CA	92646-3401	714-962-1850
9185	Jesse	Gullion	Alvarado Paint & Hardware Inc.	915 S Alvarado St	Los Angeles	CA	90006-3007	213-382-1305
9371	Tyler	Barnes	LONG BEACH ACE HARDWARE	746 E 4th St	Long Beach	CA	90802-2605	562-432-2100
9381	Mark	Schulein	CROWN HARDWARE, INC.	3107 E Coast Hwy	Corona Del Mar	CA	92625-2330	949-673-2800
9382	Mark	Schulein	CROWN HARDWARE, INC.	1024 Irvine Ave	Newport Beach	CA	92660-4602	949-642-1133
9383	Mark	Schulein	CROWN HARDWARE, INC.	2644 San Miguel Dr	Newport Beach	CA	92660-5437	949-644-8570
9388	Michael	Johnson	D & J LUMBER CO, INC.	1725 Airline Hwy	Hollister	CA	95023-5612	831-634-1590
9451	Paul A	Filice	MINERS ACE HARDWARE, INC.	510 Atascadero Rd	Morro Bay	CA	93442-1606	805-772-2233
9543	Marcy	Hearn	ACE PLAZA, LLC	10511 Rosedale Hwy	Bakersfield	CA	93312-3209	661-589-4400
9600	Bill	Ledbetter	BILL'S DRYWALL SALES, INC.	3115 Railroad Ave	Ceres	CA	95307-3622	209-537-9164
9731	Maurice	Couchot	Thomas Ace Hardware, Inc.	5720 Clark Rd	Paradise	CA	95969-5108	530-877-4442
9799	Anil	Patel	AMBICA, INC.	370 E Woodbury Rd	Altadena	CA	91001-2963	626-794-1177
9817	William	Griffin	GRIFFIN HARDWARE CO.	3501 W 1st St	Santa Ana	CA	92703-3301	714-554-0902
9830	Derek	Jung	DEREK JUNG	595 Dutton Ave	San Leandro	CA	94577-2043	510-632-5263
9840	Kenneth	Verkler	SANTA YNEZ VALLEY HARDWARE, INC.	1665 Mission Dr	Solvang	CA	93463-2632	805-688-4191
9895	Herb	Rizzardini	HERB RIZZARDINI	6259 Highway 178	Inyokern	CA	93527	760-377-4571
10103	Kevin	Lindsay	LINDSAY LUMBER, INC.	15101 Paramount Blvd	Paramount	CA	90723-4336	562-633-1143
10105	Socorro	Barraza	ZIEGLER'S HARDWARE & SUPPLY, INC.	3948 Tweedy Blvd	South Gate	CA	90280-6120	323-566-1911
10163	Vasile	Oros	VASILE C. OROS	2075 Market St	San Francisco	CA	94114-1315	415-934-9010
10193	Paul	Shanabarger	WOODCREST ACE HARDWARE, INC.	18845 Van Buren Blvd Ste B5	Riverside	CA	92508-9180	951-789-0731
10206	Thomas	Werner	LAKE OF THE PINES ACE HARDWARE, INC	10868 Combie Rd	Auburn	CA	95602-8951	530-268-3484
10276	Michael	Pierre Jr.	Mission Ace Hardware, Inc.	4310 Sonoma Hwy	Santa Rosa	CA	95409-4133	707-539-7070
10313	Timothy	Kuhn	TIMOTHY R. KUHN	7930 State Highway 99E	Los Molinos	CA	96055-9781	530-384-1250
10486	Douglas B.	Wright	MOUNTAIN HARDWARE AND SPORTS, INC.	11320 Donner Pass Rd	Truckee	CA	96161-4963	530-587-4844
10498	Mark	Balfrey	BIG B LUMBERTERIA INC.	6600 Brentwood Blvd	Brentwood	CA	94513-2119	925-634-2442
10618	William	Snider	BENALI, INC.	1409 Moraga Way	Moraga	CA	94556-1914	925-376-3600
10635	Michael	Olson	FULLERTON HARDWARE, INC.	117 W Commonwealth Ave	Fullerton	CA	92832-1808	714-526-3351
10656	Arnold	Setliff	SETLIFF AND SETLIFF, INC.	1010 E F St	Oakdale	CA	95361-4109	209-847-3084
10682	Russell	Wilson	JEFFERY RUSSELL, INC.	8914 Santa Monica Blvd	West Hollywood	CA	90069-4902	310-652-0123
10728	Charles	Geyer	ALSCO-GEYER IRRIGATION, INC.	600 5TH STREET	Arbuckle	CA	95912	530-476-3003
10778	Manuel	Rodrigues	Ace Hardware of Watsonville, Inc.	265 Reservation Rd	Marina	CA	93933-3182	831-884-9476
10871	Mark	Schulein	CROWN HARDWARE, INC.	5765 E Santa Ana Canyon Rd	Anaheim	CA	92807-3251	714-998-5282
10883	Faron	Moyers	FOOTHILL VENTURES, INC.	347 Preston Ave	Ione	CA	95640-9158	209-274-2101
10931	Paul A	Filice	MINER'S ACE HARDWARE, INC.	1080 Los Osos Valley Rd	Los Osos	CA	93402-3237	805-528-5255
10985	Martha J	Asten	Cliff's Variety LP	479 Castro St	San Francisco	CA	94114-2019	415-431-5365

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
11136	Richard	Johnson	PROVOST HARDWARE, INC.	115 S Riverside Ave	Rialto	CA	92376-6413	909-875-1821
11140	Richard	Johnson	LA HABRA HARDWARE, INC.	344 W La Habra Blvd	La Habra	CA	90631-5406	562-697-8118
11177	Ali	Azimian	Azimian Hardware, Inc.	1136 Forest Ave	Pacific Grove	CA	93950-5105	831-372-3284
11198	Robert	Hewitt	HEWITT HARDWARE, INC.	428 Main St	Templeton	CA	93465	805-434-1430
11199	Gary	Hauer	EBBETTS PASS LUMBER CO., INC.	981 Blagen Rd	Arnold	CA	95223-9612	209-795-1331
11204	Michael	Johnson	D & J LUMBER CO, INC.	1215 S Main St	Salinas	CA	93901-2207	831-775-0523
11331	Sheraz S	Hajidamji	SZ ASSOCIATES, INC.	5429 Sepulveda Blvd	Culver City	CA	90230-5511	310-398-1251
11408	Leslie	Mc Donald	BEN - LIN INVESTMENTS, INC.	2967 Ygnacio Valley Rd	Walnut Creek	CA	94598-3535	925-935-6500
11469	Monica	Funk	FUNK KAY HARDWARE, INC.	140 Pine St	San Francisco	CA	94111-5526	415-362-7744
11497	Adam	Lawrence	SHELDON ACE HARDWARE, INC.	9021 Grant Line Rd	Elk Grove	CA	95624-9412	916-686-4650
11593	Richard	Karp	COLE HARDWARE	2254 Polk St	San Francisco	CA	94109-1820	415-674-8913
11620	Brian	Odell	BOUND FOR HAWAII, INC.	303 Arlington Ave	Kensington	CA	94707-1600	510-525-2222
11632	Todd	Martin	MVS HARDWARE INC.	4490 Westside Rd	Redding	CA	96001-3738	530-243-2381
11655	Gary	Kalsbeek	GBK CORPORATION	2225 Eureka Way	Redding	CA	96001-0313	530-243-6028
11670	Sal	Alvarez	ALVAREZ HARDWARE, INC.	8123 Prunedale North Rd	Salinas	CA	93907-8826	831-663-2610
11677	Nancy	Adams	MERRITT'S GARDEN CENTER	1302 N Hacienda Blvd	La Puente	CA	91744-1632	626-917-2228
11678	Mark	Morgan	BOTALOTAWORK INC.	3694 Hwy 20	Nice	CA	95464	707-274-6607
11720	Thomas	Werner	Granite Bay Ace Hardware, Inc.	8665 Auburn Folsom Rd	Granite Bay	CA	95746-6202	916-797-3993
11846	Benjamin	Pforsich	ORLAND HARDWARE, INC.	820 5th St	Orland	CA	95963-1709	530-865-2395
11963	Darrin	Kaczorowski	HOVIS HARDWARE, INC.	37113 State Highway 299 E	Burney	CA	96013-4216	530-335-5471
12065	Galen	Moghtaderi	G.D. BUILDERS HARDWARE, INC.	13241 Ventura Blvd	Studio City	CA	91604-1835	818-784-6274
12076	William	Meanley	HAMMER & NAILS HARDWARE, INC.	890 Turquoise St	San Diego	CA	92109-1126	858-488-6881
12089	Doug	Wright	MOUNTAIN HARDWARE AND SPORTS, INC.	282 Bonta St	Blairsden Graeagle	CA	96103-9000	530-836-2589
12121	Paul A	Filice	MINER'S ACE HARDWARE, INC.	9370 El Camino Real	Atascadero	CA	93422-5512	805-466-0270
12192	Basil	Kruger	FRONTIER HARDWARE CO., INC.	297 W Sierra Madre Blvd	Sierra Madre	CA	91024-2355	626-355-3365
12200	Eric	Hassett	Hassett Hardware	111 Main St	Half Moon Bay	CA	94019-1705	650-726-5505
12204	Gary	Kalsbeek	GBK CORPORATION	1900 Marx Way	Anderson	CA	96007-4285	530-365-3783
12236	Steven	Joseph	HIGH COUNTRY LUMBER, INC.	243 Sierra Manor Rd	Mammoth Lakes	CA	93546	760-924-8876
12294	Robert D	Blum	BLUM ENTERPRISES, INC.	4121 Cameron Park Dr	Cameron Park	CA	95682-8415	530-677-4417
14005	Patrick	Mc Whorter	MC WHORTER & KING	86 Sunnybrae Ctr	Arcata	CA	95521-6742	707-822-7009
14010	Ceva	Courtemanche	HENSEL'S ACE HARDWARE	884 9th St	Arcata	CA	95521-6230	707-822-2965
14016	Vasile	Oros	VASILE C. OROS	700 Santa Cruz Ave	Menlo Park	CA	94025-4505	650-325-2515
14025	Michael	Mangini	MANGINI FAMILY ENTERPRISES, INC.	13860 Willow Glen Rd	Oregon House	CA	95962-9601	530-692-1841
14030	John	Davis	JOHN A. DAVIS	7238 Murieta Dr Ste A-6	Rancho Murieta	CA	95683-9700	916-354-1970
14074	Jerry	King	FORTUNA ACE HARDWARE & GARDEN INC.	140 S Fortuna Blvd	Fortuna	CA	95540-2705	707-725-8647
14084	David	Harrison	D & D VENTURE GROUP, INC.	2739 Yulupa Ave	Santa Rosa	CA	95405-8534	707-524-2515
14135	John	Elmensdorp	WATERSTREET COMPANY, INC.	318 Caledonia St	Sausalito	CA	94965-1902	415-332-4318
14164	Scott	Mc Kenzie	MC KENZIE HARDWARE, INC.	35 Main St	Winters	CA	95694-1722	530-795-3368
14247	William	Griffin	GRIFFIN HARDWARE CO.	10511 4S Commons Dr #156	San Diego	CA	92127-3515	858-385-1801
14277	Joseph	Falabrino	SUPERHARDWARE, INC.	531 S Glendora Ave	Glendora	CA	91741-6212	626-914-7980
14307	Salim	Virji	SALIM M. VIRJI	403 Pacific Coast Hwy	Hermosa Beach	CA	90254-4835	310-372-2414
14322	Johnny	Cheng	J.W.PLUMBING SUPPLIES CO., INC.	6122 Geary Blvd	San Francisco	CA	94121-1910	415-752-1888
14326	Paul	Khasigian	Khasigian Brothers, Inc.	113 E Main St	Fowler	CA	93625-2434	559-834-4844
14485	Loralee	Williamson	CDCT PARTNERSHIP	3071 W Bullard Ave # 106	Fresno	CA	93711-1609	559-435-1652

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
14550	Paul	Shanabarger	WILDOMAR ACE HARDWARE, INC.	23881 Clinton Keith Rd	Wildomar	CA	92595-7894	951-834-9075
14555	Mark	Schulein	CROWN HARDWARE, INC.	12157 5th St	Yucaipa	CA	92399-2417	909-797-1166
14557	Mark	Schulein	CROWN HARDWARE, INC.	7351 Mission Blvd	Riverside	CA	92509-2917	951-681-2669
14659	Manual	Rodrigues	Ace Hardware of Watsonville, Inc.	1561 N Sanborn Rd	Salinas	CA	93905-4717	831-422-2233
14701	Mamoru (Mark)	Yamayoshi	JACT, INC.	1321 Main St	Newman	CA	95360-1326	209-862-0888
14722	Jack	Rieke	WILLOW CREEK ACE HARDWARE	39168 Hwy 299	Willow Creek	CA	95573	530-629-2425
14756	Richard	Clark	CLARK'S HARDWARE, INC.	325 Lincoln Ave	Napa	CA	94558-3606	707-255-4272
14763	Vasile	Oros	VASILE C. OROS	235 Park Rd	Burlingame	CA	94010-4205	650-340-1818
14844	Kevin	Fisher	WALNUT CREEK HARDWARE, LLC	2044 Mt Diablo Blvd	Walnut Creek	CA	94596-4302	925-705-7500
14847	Matthew C	Brenner	BRENNER HOME CENTER, INC.	303 S Diamond Bar Blvd	Diamond Bar	CA	91765-1613	909-861-5861
14888	Harry	Schwartz	STERLING HARDWARE GROUP	675 6th Ave	San Diego	CA	92101-7011	619-544-9400
14906	Todd L	Martin	VALLEY WEST ACE HARDWARE INC.	20639 Gas Point Rd	Cottonwood	CA	96022-9295	530-347-2900
14907	Eric	Hassett	Hassett Hardware	545 1st Ave	San Mateo	CA	94401-3213	650-348-1082
14938	Manuel F	Rodrigues	Ace Hardware of Watsonville, Inc.	1260 First St Ste B	Gilroy	CA	95020-4734	408-847-5890
14970	Christopher E	Kretz	THREE VALLEY INVESTMENTS, LLC	3211 Danville Blvd	Alamo	CA	94507-1913	925-837-2420
14973	Paul A	Filice	MINER'S ACE HARDWARE, INC.	553 W Tefft St	Nipomo	CA	93444-8949	805-929-3223
15065	John T	Potts	TEEPER III, LLC	1347 Tavern Rd Ste C 4/5	Alpine	CA	91901-3853	619-445-8100
15088	Scott	Mckenzie	McKenzie Hardware, Inc.	16851 Yolo Ave	Esparto	CA	95627-9998	530-787-3800
15111	Paul A	Filice	MINER'S ACE HARDWARE, INC.	2034 Santa Barbara Ave	San Luis Obispo	CA	93401-5220	805-543-2191
15181	Brooks W	Schaffer	DINUBA LUMBER COMPANY	441 W Tulare Street	Dinuba	CA	93618-2634	559-591-4485
15207	Michael K	Mayfield	MENDO MILL & LUMBER CO.	2465 S Main Street	Lakeport	CA	95453-5648	707-263-8400
15358	Jeffrey	Leopold	STANDARD 5-10-25 CENT STORES, LLC	180 Merrydale Rd	San Rafael	CA	94903-4013	415-479-9393
15446	Gary	Kalsbeek	GBK CORPORATION	3020 Cascade Blvd	Shasta Lake	CA	96019-2220	530-275-1721
15479	Matthew K	Richert	RICHERT LUMBER CO., INC.	5505 Sunol Blvd	Pleasanton	CA	94566-7765	925-846-5040
15539	James Michael	Scarborough	SCARBOROUGH HOME CENTER, INC.	290 the Crossroads	Carmel	CA	93923-8651	831-293-8050
15550	Ram K	Mittal	Swami Hardware LLC	14000 Crenshaw Blvd	Gardena	CA	90249-2783	909-716-9894
15568	Mark	Schulein	CROWN HARDWARE, INC.	4615 Clairemont Dr	San Diego	CA	92117-2702	858-273-1608
15597	Elaina V	Parker	DINSMORE INVESTMENTS LLC	43819 State Highway 36	Bridgeville	CA	95526-9612	707-574-6388
15629	Christopher E	Kretz	THREE VALLEY INVESTMENTS, LLC	3438 Camino Tassajara	Danville	CA	94506-4680	925-736-6380
15637	Michael C	Nelson	Michael C. Nelson	2125 10th Ave	Kingsburg	CA	93631-1003	559-257-3880
15681	Dennis	Nilsen	Nilsen Feed & Grain Company	502 Broadway	Eureka	CA	95501-0119	707-442-3741
15687	Ross	Hardester	Walter R. Hardester, Inc.	18983 Hartmann Rd	Hidden Valley Lake	CA	95467-8310	707-987-2200
15701	Shaukat	Hajidamji	SSD Associates Inc	1967 W Carson St	Torrance	CA	90501-3217	310-328-4274
15705	Harrison	David	D & D Venture Group, Inc.	451 Oceana Blvd	Pacifica	CA	94044-1901	650-355-2922
15733	Ali	Azimian	Azimian Hardware, Inc.	6469 Almaden Expy	San Jose	CA	95120-2926	408-997-1784
15758	Manuel	Rodrigues	Ace Hardware of Watsonville, Inc.	1820 Freedom Blvd	Freedom	CA	95019-3000	831-724-4740
15770	Abdul Kareem	Al Mudhafar	Mk Global Hardware LLC	11919 Valley View St	Garden Grove	CA	92845-1238	657-400-9143
15793	Erich W	Sender	Sender's Market Ace Hardware, LLC	72 S Highway 26	Valley Springs	CA	95252-9485	209-772-1337
15818	Eric	Hassett	Hassett Hardware	282 Woodside Plz	Redwood City	CA	94061-3260	650-474-2223
15831	Fred	Brenda	Valley Farm Supply Stores, Inc.	6650 E Whitmore Ave	Hughson	CA	95326-9004	209-883-9000
15875	Charles	Geyer	ALSCO-GEYER IRRIGATION, INC.	255 N Tehama St	Willows	CA	95988-2815	530-934-4900
15919	Jose	Alvarez	Castroville Ace Hardware, Inc.	11262 Merritt St	Castroville	CA	95012-3420	831-633-4773
15942	Ly	Tran	My Paint Stop LLC	1563 Polk St	San Francisco	CA	94109-3606	415-673-8900
15953	Manuel F	Rodrigues	Ace Hardware of Watsonville, Inc.	1056 E Lake Ave	Watsonville	CA	95076-3406	831-724-4795

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
15967	Michael J	Stone	Albeco, Inc.	22 Bayhill Shopping Ctr	San Bruno	CA	94066-2902	650-873-8075
16070	Fadel	Maida	Saddleback Hardware Store, Inc.	16921 E Avenue O	Palmdale	CA	93591-3045	661-264-1178
16079	Paul	Khasigian	Khasigian Brothers, Inc.	975 E Manning Ave	Reedley	CA	93654-2348	559-743-7888
16080	Fred	Brenda	Valley Farm Supply Stores, Inc.	2380 Walnut Ave	Livingston	CA	95334-1848	209-394-1755
16131	Rick	Karp	Cole Hardware	5533 College Ave	Oakland	CA	94618-1538	510-463-2653
16137	Troy D.	Foster	Mariposa Home and Hardware, Inc.	5188 Highway 49 North	Mariposa	CA	95338	209-966-2692
16159	Jose	Alvarez	Castroville Ace Hardware, Inc.	851 5th St	Gonzales	CA	93926-9437	831-290-5111
16168	Jack L.	Rieke	Cooney, Parris & Rieke Corporation	2520 Harris St	Eureka	CA	95503-4855	707-798-6041
16192	Vasile C.	Oros	Saratoga Hardware, LLC	12870 Saratoga Sunnyvale Rd Ste E	Saratoga	CA	95070-4221	408-898-3154
16231	James Michael	Scarborough	Scarborough Home Center, Inc.	401 Mid Valley Ctr	Carmel	CA	93923-8512	831-250-5666
16252	Todd	Turley	Whatever It Takes Community	2211 Pacific Coast Hwy	Lomita	CA	90717-2504	310-326-2445
16283	Damon	Pham	D & D Venture Group, Inc.	1826 4th St	San Rafael	CA	94901-2648	415-261-9200
16290	Michelle	Williams	Fresno Ag Hardware, Inc.	4590 N 1st St	Fresno	CA	93726-2327	559-224-6441
16303	Kenneth	Dunaj	KKZ, LLC	11280 CA-1	Point Reyes Station	CA	94956	415-663-1737
16420	Christopher	Fragapane	Sierra Gold Hardware, Inc.	17705 State Highway 49	Plymouth	CA	95669-9705	209-245-4911
16468	Frank Dean	Webb Sr.	Frank Webb Construction	4505 Wheatland Rd	Wheatland	CA	95692-9718	530-633-2534
16560	Jason	Zaremba	Zaremba Hardware, LLC	849 Almar Ave	Santa Cruz	CA	95060-5875	831-426-7650
16601	Rick	Karp	Cole Hardware	627 Vallejo St	San Francisco	CA	94133-3918	415-432-2653
16621	Kerry	Kitazaki	Pleasant Valley Hardware Corp.	109 N 5th St	Coalinga	CA	93210-1901	559-935-2961
16628	Abdul S.	Ghafarzada	Tampa Hardware Store Co.	663 W Channel Islands Blvd	Port Hueneme	CA	93041-2138	805-228-1147
16668	Raymond A.	Kurzeka	Franklin's Hardware	21936 Ventura Blvd	Woodland Hills	CA	91364-1724	818-347-6800
16681	Eric	Hassett	Hassett Hardware	1029 Alameda	Belmont	CA	94002-3507	650-593-4072
16682	Jeffrey	Leopold	Standard 5-10-25 Cent Stores, LLC	4024 MacArthur Blvd	Oakland	CA	94619-1904	510-530-1966
16783	Paul A	Filice	Miner's Ace Hardware, Inc.	568 W Main St	Santa Paula	CA	93060-3929	805-525-1346
16786	Cheng K.	Saefong	Foothill Divide Inc	3923 Courageous Rd	Greenwood	CA	95635-9716	530-885-7421
16787	Richard	Crevelt	PV Hardware Inc.	112 Portola Rd	Portola Valley	CA	94028-7825	650-851-0116
16809	Thomas	Janousek	Chardon Corp.	2032 Nevada City Hwy	Grass Valley	CA	95945-7700	530-273-6105
16810	Kenneth	Young	Lockeford Hardware, Inc.	18960 N Highway 88	Lockeford	CA	95237-9786	209-727-3791
16813	Kenneth L.	Young	Lockeford Hardware, Inc.	3505 Spangler Ln Suite 111	Copperopolis	CA	95228-9424	209-785-9500
16852	Tami	DeJong	D&T Mountain Enterprises Inc	417 Main St	Chester	CA	96020	530-258-3955
16877	Fred	Brenda	Valley Farm Supply Stores, Inc.	308 Trinity Ave	Chowchilla	CA	93610-2850	559-665-2750
16878	Fred	Brenda	Valley Farm Supply Stores, Inc.	1220 S Madera Ave	Kerman	CA	93630-9139	559-842-4242
16888	Harry	Schwartz	Sterling Hardware Hillcrest	1003 University Ave	San Diego	CA	92103-3309	619-291-5988
16929	Richard	Crevelt	Aptos Hardware Inc.	72 Rancho Del Mar	Aptos	CA	95003-3901	831-662-0222
16939	Ali	Azimian	Azimian Hardware, Inc.	787 the Alameda	San Jose	CA	95126-3184	669-342-7003
16953	John R.	Starkweather	Natomas Hardware, Inc.	2020 Club Center Dr Suite #100	Sacramento	CA	95835-1427	916-928-9006
16955	Darek	Borba	Auburn Hardware & Rental, LLC	355-1 Nevada St	Auburn	CA	95603-3700	530-889-8258
16972	David	Lease	Hargan, LLC	16760 Placer Hills Rd	Meadow Vista	CA	95722-9532	530-878-0484
17035	Kenneth	Tashman	Tashman Screens & Hardware, Inc.	7767 Santa Monica Blvd	west Hollywood	CA	90046	323-656-3737
17043	James	Reimer	San Dimas Hardware, Inc.	201 W Bonita Ave	San Dimas	CA	91773-3087	909-599-2113
17079	Richard	Reese	Standard Plumbing Supply Company,	3650 Chester Ave	Bakersfield	CA	93301-1350	661-327-5105
17081	Richard	Reese	Standard Plumbing Supply Company,	2020 S Chester Ave	Bakersfield	CA	93304-5242	661-833-5450
17083	Richard	Reese	Standard Plumbing Supply Company,	555 Walker St	Shafter	CA	93263-2153	661-746-6868
17111	Steven	Denault	Denault's Hardware-Home Centers, In	31862 Del Obispo St	San Juan Capistrano	CA	92675-3204	949-493-1031

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
17112	Steven	Denault	Denault's Hardware-Home Centers, In	535 N El Camino Real	San Clemente	CA	92672-4761	949-492-3801
17113	Steven	Denault	Denault's Hardware-Home Centers, In	30031 Town Center Dr	Laguna Niguel	CA	92677-2047	949-495-3636
17115	Steven	Denault	Denault's Hardware-Home Centers, In	26006 Marguerite Pkwy	Mission Viejo	CA	92692-3262	949-582-8767
17117	Steven	Denault	Denault's Hardware-Home Centers, In	975 Carlsbad Village Dr	Carlsbad	CA	92008-1802	760-434-1711
17201	Stephen	Larsen	Hardware in CA, LLC	49211 Grapefruit Blvd	Coachella	CA	92236	760-296-1278
17333	Michael C.	Neslon	Michael C. Nelson	2230 W Walnut Ave	Visalia	CA	93277-4357	559-667-9260
17339	Pedro S.	Alcantar	Alcantar Hardware, Inc.	600 Broadway St, Suite B	King City	CA	93930-3244	831-385-5898
17355	Mamoru	Yamayoshi	Jact, Inc.	53 S 3rd St	Patterson	CA	95363-2508	209-892-9108
17362	Christopher E.	Kretz	Three Valley Investments, LLC	7373 Village Pkwy	Dublin	CA	94568-2031	925-520-3190
17393	Chris	Swanson	Strand Ace Hardware, Inc.	1800 Oakdale Rd	Modesto	CA	95355-2986	209-488-4224
17395	Ali	Azimian	Azimian Hardware, INC.	2253 Lincoln Ave	San Jose	CA	95125-2725	408-960-8119
17396	Meredith	Miller	Sierra Hardware Corporation	1785 E Palm Canyon Dr	Palm Springs	CA	92264-1630	760-322-1951
17397	Paul A	Filice	Miner's Ace Hardware, Inc.	125 N Fairview Ave	Goleta	CA	93117-2304	805-679-5185
17398	Raymond	Kurzeka A.	Kurzeka Hardware CO. INC.	7838 Telegraph Rd	Ventura	CA	93004-1503	805-323-5353
17401	Joseph	Jeffries	Westlake Hardware, Inc.	2020 S Bundy Dr	West Los Angeles	CA	90025-6102	310-893-1143
17402	Joseph	Jeffries	Westlake Hardware, Inc.	452 Fair Oaks Ave	South Pasadena	CA	91030-1817	626-817-7690
17403	Joseph	Jeffries	Westlake Hardware, Inc.	1934 E Avenida De Los Arboles	Thousand Oaks	CA	91362-1354	805-267-1785
17404	Joseph	Jeffries	Westlake Hardware, Inc.	1536 E Champlain Dr	Fresno	CA	93720-5624	559-214-0079
17405	Joseph	Jeffries	Westlake Hardware, Inc.	3051 Geer Rd	Turlock	CA	95382-1104	209-850-4913
17406	Joseph	Jeffries	Westlake Hardware, Inc.	2555 Charleston Rd	Mountain View	CA	94043-1623	650-528-2123
17407	Joseph	Jeffries	Westlake Hardware, Inc.	1440 Fitzgerald Dr	Pinole	CA	94564-2227	510-939-6003
17408	Joseph	Jeffries	Westlake Hardware, Inc.	1350 E Main St	Woodland	CA	95776-3551	530-665-1036
17409	Joseph	Jeffries	Westlake Hardware, Inc.	231 W East Ave	Chico	CA	95926-7202	530-636-7601
17414	Robert Allen	Nelson	Triple D Hardware Company	2695 N Tracy Blvd	Tracy	CA	95376-1716	209-835-8286
17415	Robert Allen	Nelson	Triple D Hardware Company	2531 E Whitmore Ave	Ceres	CA	95307-2646	209-537-4811
17417	Jeffrey	Leopold	Stan's Hardware, LLC	501 Sunset Dr	Antioch	CA	94509-2848	925-757-2500
17419	Jeffrey	Leopold	Stan's Hardware, LLC	3100 Main St Suite 266	Oakley	CA	94561-6019	925-625-2449
17420	Jeffrey	Leopold	Stan's Hardware, LLC	125 E Leland Rd	Pittsburg	CA	94565-4948	925-432-6089
17424	Mark	Schulein	Lifestyle Davis LLC	815 3rd Street	Davis	CA	95616	530-758-8000
17452	Jason	Zaremba	Zaremba Hardware, LLC	1214 Soquel Ave	Santa Cruz	CA	95062-2108	831-457-2222
17478	Mark	Schulein	Lifestyle Rio Vista LLC	506 State Highway 12	Rio Vista	CA	94571-1438	707-374-6434
17493	Douglas B.	Wright	Mountain Hardware and Sports, Inc.	10001 Soaring Way Suite 105	Truckee	CA	96161	530-563-2950
17504	Miles	Sorensen	Sorensen's Farm and Home Supply, In	402 Washington Ave	Los Banos	CA	93635-4647	209-826-2001
17511	Joseph	Jeffries	Westlake Hardware, Inc.	3100 Foothill Blvd	La Crescenta	CA	91214-2630	818-658-5092
17513	Joseph	Jeffries	Westlake Hardware, Inc.	5960 Sepulveda Blvd	Van Nuys	CA	91411-2509	818-453-9537
17537	Farid	Shalabi	HAFSA Corporation	1800 N Long Beach Blvd	Compton	CA	90221-1204	310-710-1546
17539	Farid	Shalabi	HAFSA Corporation	1230 E McFadden Ave	Santa Ana	CA	92705-4106	714-913-3149
17549	Jeffrey I	Swigard	Swigard's True Value Hardware, Inc.	200 Lake Blvd N	Tahoe City	CA	96145	530-583-3738
17614	Thomas J	Werner	Capitol Ace Hardware, Inc.	1815 I St	Sacramento	CA	95811-3003	916-446-5246
17627	David	Bayles	El Centro Ace Hardware LLC	1041 N Imperial Ave	El Centro	CA	92243-1737	760-353-5280
17629	David	Bayles	Holtville Ace Hardware LLC	123 E 5th St	Holtville	CA	92250-1261	760-356-2954
17631	David	Bayles	Brawley Ace Hardware LLC	415 W Main St	Brawley	CA	92227-2244	760-344-4440
17633	Fadel	Maida	Acton Hardware Store, Inc.	31814 Crown Valley Rd	Acton	CA	93510-2501	661-269-4223
17648	Michael D.	Langenfeld	Langenfeld Companies Inc.	1931 Lake Tahoe Blvd	South Lake Tahoe	CA	96150-6302	530-541-3601

ACTIVE MEMBER STORES AS OF DECEMBER 31, 2023

1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
17654	Kenneth	Young	Lockeford Hardware, Inc.	211 N Ham Lane Suite C1	Lodi	CA	95242	209-426-5414
17658	Michael M.	Scarborough	Scarborough Pipe & Sprinkler Supply	5010 Scotts Valley Dr	Scotts Valley	CA	95066-4210	831-438-6450
17713	Jason	Zaremba	Santa Cruz Hardware LLC	201 Front St	Santa Cruz	CA	95060-4544	831-621-2821
17714	Gregory	Brening	One Hardware Inc.	3690 Taylor Rd	Loomis	CA	95650-9285	916-672-0188
17744	Mark	Schulein	Lifestyle Susanville LLC	2950 Main St	Susanville	CA	96130-4730	530-257-4117
17747	Matt	Fales	Lifestyle Calistoga LLC	1450 Lincoln Ave	Calistoga	CA	94515-1418	707-942-4396
17789	Joseph	Jeffries	Westlake Hardware, Inc.	1450 1st St	Livermore	CA	94550-4204	925-290-8815
17792	Jay	Fowler	Fowler Hardware L.L.C.	205 Cutting Blvd	Richmond	CA	94804-2127	510-233-1988
17809	Christopher E	Kretz	Three Valley Investments, LLC	3181 Crow Canyon Pl	San Ramon	CA	94583-1325	925-234-9080
17811	Robert Allen	Nelson	Triple D Hardware Company	9680 Bruceville Rd	Elk Grove	CA	95757-5950	916-829-2104
17819	Charles C.	Geyer	Alsco - Geyer Irrigation, Inc.	22690 Antelope Blvd	Red Bluff	CA	96080-8871	530-737-6121
17841	Ali	Azimian	Azimian Hardware, Inc.	1760 S Bascom Ave	Campbell	CA	95008-0608	408-628-4077
17885	Matt	Fales	Lifestyle Fallbrook LLC	640 S Main Ave	Fallbrook	CA	92028-2944	760-728-4265
17901	Alan	Bryant	Bryant Home Center, Inc.	40596 Westlake Dr	Oakhurst	CA	93644-9024	559-683-7117
17911	Richard	Crevelt	Homestead Hardware Inc	2310 Homestead Road, Ste E	Los Altos	CA	94024-7300	650-397-5466
17919	Ravinder	Singh	Hesperia Ace Hardware LLC	17200 Main St	Hesperia	CA	92345-6118	760-948-0983
17924	Joseph	McCarthy	Pleasant Valley Ace, Inc.	4570 Pleasant Valley Rd	Placerville	CA	95667-8404	530-644-3795
17968	Alan	Bryant	Bryant Home Center, Inc.	40509 Hwy 41	Oakhurst	CA	93644-9621	559-683-7655
17993	Matt	Fales	Lifestyle Dixon LLC	1505 N 1st St	Dixon	CA	95620-9798	707-678-5521
18019	Richard	Lawrence	Emigh Hardware Co.	4560 Post St	El Dorado Hills	CA	95762-7103	916-934-5600
18021	David	Harrison	DD Hardware LLC	780 E El Camino Real	Sunnyvale	CA	94087-2918	408-746-5443
18022	Christopher	Swanson	Strand Ace Hardware, Inc.	189 W Louise Ave	Manteca	CA	95336-3407	209-624-7148
18108	Christopher	Swanson	Strand Ace Hardware, Inc.	150 N Wilma Ave	Ripon	CA	95366-9444	209-599-2141
18119	Dagoberto	Candelario	PDT Retail Holdings Inc.	1626 State Highway 99	Gridley	CA	95948-2611	530-846-3625
18139	Morgan	Scarborough	Scarborough Tahoe, Inc.	200 Secline St	Kings Beach	CA	96143	530-546-3505
18150	Thomas J	Werner	Werner Business Ventures LLC	5030 Folsom Blvd	Sacramento	CA	95819-4441	916-518-0606
18200	Morgan	Scarborough	Scarborough Tahoe, Inc.	11911 Main St	Fort Jones	CA	96032	530-468-2266
18201	Joanne K.	Gilchriest	H.G. Smith Lumber Co.	1441 Main St	Ramona	CA	92065-2128	760-789-7898
18203	Joanne K.	Gilchriest	G & L Lumber, Inc.	532 B St	Ramona	CA	92065-2030	760-789-0240
18257	John Taylor	Potts	Teepee III, LLC	974 W El Norte Pkwy	Escondido	CA	92026-3339	442-257-2640
18293	M Dene'	Kankel	Westgate Hardware LLC	5205 Prospect Rd Ste 180	San Jose	CA	95129-5000	408-416-3966
18301	Ram	Mittal	Swami San Pedro Ace Hardware, LP	2515 S Western Ave	San Pedro	CA	90732-4643	310-833-1223
18332	Joseph	Jeffries	Westlake Hardware, Inc.	1530 Contra Costa Blvd	Pleasant Hill	CA	94523-3035	925-414-0261
18337	Michael	Brown	Camarillo Ace Hardware LLC	2520 Las Posas Rd	Camarillo	CA	93010-3451	805-388-9000
18343	Logan	Higginbotham M	LM Enterprises, Inc.	263 S Coast Hwy	Oceanside	CA	92054-3108	760-231-1431
18355	Tom	Whalen	What's Next? Corp.	2526 Noriega St	San Francisco	CA	94122-4127	415-753-0258
18359	Joseph	Jeffries	Westlake Hardware, Inc.	11460 Porter Ranch Dr	Northridge	CA	91326-4146	747-724-2129
18383	Matt	Fales	Lifestyle Tahoe LLC	4000 Lake Tahoe Blvd Ste 20	South Lake Tahoe	CA	96150-7071	530-543-6600
18409	Joseph	Jeffries	Westlake Hardware, Inc.	2551 Guerneville Rd	Santa Rosa	CA	95401-4000	707-525-8635
18441	Janet	Webb	Big Creek Lumber Company	4310 Sonoma Blvd	Vallejo	CA	94589-2244	707-642-8921
18454	Robert Allen	Nelson	Triple D Hardware Company	520 Sutter Street, Hwy 49	Jackson	CA	95642-2003	209-223-3367
18457	Scott	McKenzie	McKenzie Hardware, Inc.	250 Ste I Sunset Ave	Suisun City	CA	94585-1766	707-419-4183
18512	Oday	Hishmeh	Hishmeh Ace Inc.	10615 Tierrasanta Blvd Suite A	San Diego	CA	92124-2615	858-573-9600
18519	Daniel J	Whitlock	South Avenue, Inc.	2060 South Ave	Corning	CA	96021-9796	530-824-2156

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
18527	Michelle	Birren	J. M. Birren, Inc.	13881 Campo Road #A7	Jamul	CA	91935-3208	619-669-0300
18529	Michelle	Birren	M.J. Birren, Inc.	7375 Jackson Street A-7	San Diego	CA	92119-2316	619-461-9700
18564	Vijal	Suthar	USA Archies Hardware LLC	11317 Kernville Rd	Kernville	CA	93238-9742	760-376-2426
18581	Matt	Fales	Lifestyle Frazier Park LLC	3320 Mt Pinos PO Box 219	Frazier Park	CA	93225-0219	661-245-3301
18584	Joseph	Jeffries	Westlake Hardware, Inc.	2910 Tapo Canyon Rd	Simi Valley	CA	93063-2171	000-000-000
18585	Joseph	Jeffries	Westlake Hardware, Inc.	537 N Glendale Ave	Glendale	CA	91206-3307	000-000-000
18615	Jessica	Rowell Greenfiel	Miller's Ace Hardware LLC	8077 Madison Ave	Citrus Heights	CA	95610-7901	916-760-8110
18640	Steven	Bassett	BRH GROUP, INC.	1890 Shaw Ave	Clovis	CA	93611-4000	559-325-6730
18648	Joseph	Jeffries	Westlake Hardware, Inc.	1257 E Yorba Linda Blvd	Placentia	CA	92870-3830	000-000-000
18707	Michael	Kurzeka	MERP, Inc.	1870 E Thompson Blvd	Ventura	CA	93001-3439	000-000-000
18737	Thomas	Young	Pini Hardware, Inc.	191 San Marin Dr	Novato	CA	94945-1209	415-892-1577
18756	Eric	Hassett	Hassett Hardware	560 San Pedro Ave	Pacifica	CA	94044-3941	650-359-2401
18774	Barrett	Woods	Dos Lagos Hardware LLC	2790 Cabot Dr	Corona	CA	92883-7380	000-000-000
18777	Ian	Williams	Fresno AG Hardware, Inc.	850 Herndon Ave #101	Clovis	CA	93612-0563	559-224-6441
18819	Efrain	Yanez	Reedley Lumber and Windows, Inc.	1547 G St	Reedley	CA	93654-3433	559-638-2512
18820	Juan Manuel	Alcantar	Alcantar Ace Hardware	900 Front St	Soledad	CA	93960-3020	000-000-000
18860	Joseph	Jeffries	Westlake Hardware, Inc.	634 Blossom Hill Rd	San Jose	CA	95123-3005	913-888-0808
19080	Oday	Hishmeh	Hishmeh Ace Inc.	7756 Girard Ave	La Jolla	CA	92037-4422	858-424-6101
19087	Cindy	Henson	Marantha Gardening & Landscaping, I	7617 Felipe Ct	Bakersfield	CA	93307-8321	000-000-0000
19092	Louie	Shaheen	Lousarg, Inc.	7594 California City Blvd	California City	CA	93505-5100	760-373-1116
19093	Richard	Crevelt	Rural Supply Hardware, Inc.	110 S Santa Cruz Ave	Los Gatos	CA	95030-6702	408-354-3910
19106	Joseph	Jeffries	Westlake Hardware, Inc.	5727 Kanan Rd	Agoura Hills	CA	91301-1601	000-000-0000
685	Ryan	Thompson	Perl-Mack-Ace Hardware, Inc.	7041 Pecos St	Denver	CO	80221-7206	303-429-2944
2064	Todd	Mcintyre	LA JUNTA TRADING CO. INC.	202 San Juan Ave	La Junta	CO	81050-1521	719-384-7766
2509	Timothy J	Zaleski	The Rangeley Group, Inc.	6900 Eudora Dr	Commerce City	CO	80022-1841	303-288-6641
3086	Angie	Elrick	FLAGLER FARMERS COOPORATIVE ASSOCIA	423 Main Ave	Flagler	CO	80815-9236	719-765-4648
3279	Sarah Ann	Mcclelland Dowr	ZMAC, INC.	215 S College Ave	Fort Collins	CO	80524-2810	970-224-4437
3574	Kirsten	Pellicer	GUST FAMILY ENTERPRISES, INC.	1727 Main St	Longmont	CO	80501-2035	303-776-5173
3671	James	Yates	STRATTON EQUITY COOPERATIVE COMPANY	341 - 1st Street	Stratton	CO	80836	719-348-5784
4440	Richard	Rudy	NIKSHA, INC .	5914 S Kipling Pkwy	Littleton	CO	80127-5572	303-978-9048
4552	Greg	Harris	FRASER ACE, INC.	425 Zerex	Fraser	CO	80442	970-726-5000
4987	Kim	Albertson	FRUITA CONSUMERS COOPERATIVE	1650 Highway 6 And 50	Fruita	CO	81521-2042	970-858-3667
5281	Seth	Metcalf	PRONGHORN COUNTRY LTD.	21761 Highway 40/287	Limon	CO	80828-9315	719-775-0580
5326	John	Heppner	POULSEN ACE HARDWARE, INC	151 S Oak Ave	Eaton	CO	80615-8808	970-454-2542
5349	Roger	Banzhaf	BERTHOUD HARDWARE AND INDUSTRIAL IN	525 3rd St	Berthoud	CO	80513-2679	970-532-5188
5520	Todd	Erwin	RON ERWIN, INC.	12035 W Alameda Pkwy	Lakewood	CO	80228-2701	303-988-1883
5679	Kim	Albertson	FRUITA CONSUMERS COOPERATIVE	995 Main	Nucla	CO	81424	970-864-7323
5686	Mitch	Anderson	AGFINITY, INC.	55 W Bromley Ln	Brighton	CO	80601-3025	720-685-1980
5692	Maria	Vanderkolk	APEX HARDWARE STORES, INC	2563 Kipling St	Lakewood	CO	80215-1526	303-231-9400
5724	James	Kendrick	DELTA HARDWARE, INC.	121 W Gunnison River Dr	Delta	CO	81416-1814	970-874-9515
5760	Art	Nolin	POUDRE VALLEY COOPERATIVE	225 NW Frontage Rd	Fort Collins	CO	80524-9265	970-221-5300
5784	Kalina	Culver	CULVER MOUNTAIN CORPORATION	74 Hwy 119 S #1450	Nederland	CO	80466	303-258-3132
5838	Vicki	Peterson	Alpine Hardware of Colorado, LLC	300 Puppy Smith St	Aspen	CO	81611-1455	970-925-3031
6082	Daniel	Scherer	VALLEY ACQUISITION COMPANY, LLC	55 Sunset Dr	Basalt	CO	81621-9386	970-927-3146

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
6333	Thomas P	Mortell Jr	BUILD A MOUNTAIN, INC.	200 E Colorado Ave	Telluride	CO	81435-5049	970-728-3640
6453	Bryan R	Black	CHOICE BUILDING SUPPLY, INC	525 N Broadway	Cortez	CO	81321-2001	970-565-4245
6859	Vicki	Peterson	Alpine Hardware of Colorado, LLC	1011 Highway 133	Carbondale	CO	81623-1874	970-963-6663
7400	Frederick	Feller	COLLBRAN SUPPLY INC	203 Main	Collbran	CO	81624	970-487-3341
7529	Maurice I.	Woods Jr.	CRIPPLE CREEK HARDWARE AND SUPPLY I	1075 Teller County Road 1	Cripple Creek	CO	80813-5219	719-689-3525
7604	Lucille	Bevans	BEVANS HARDWARE CORPORATION	151 West Mineral Ste 100	Littleton	CO	80120-4510	303-795-9469
8484	Cheryl	Schumacher	TAMARAC HARDWARE, LLC	3333 S Tamarac Dr	Denver	CO	80231-4362	303-751-7225
8745	Lorraine M.	Kawcak	M.J.K. SALES & FEED, INC.	2315 W 1st St	Craig	CO	81625-3612	970-824-6581
8780	William	Reid	MACK ENTERPRISES, INC	561 Lone Pine Dr	Estes Park	CO	80517-9407	970-586-8656
8785	Paul	Wenke	STERLING DEVELOPMENT GROUP, LTD.	1 Enterprise Dr	Westcliffe	CO	81252-8557	719-783-9054
8872	Jared	Anderson	WHITE HARDWARE COMPANY, INC.	16555 State Highway 136	La Jara	CO	81140-9473	719-274-5857
9662	Daniel	Scherer	VALLEY ACQUISITION CO., LLC	2495 Railroad Ave	Rifle	CO	81650-3265	970-625-0100
10089	Kim	Albertson	FRUITA CONSUMERS COOPERATIVE	205 W 8th St	Palisade	CO	81526-8662	970-464-7277
10363	Kimberly C	Shay	LEROUX CREEK TRADING, INC.	121 E. Bridge Street	Hotchkiss	CO	81419	970-872-3535
10551	William P	Moore Jr	MOORE LUMBER & HARDWARE, INC.	5195 County Road 64	Bailey	CO	80421	720-924-3999
10914	William P	Moore Jr	GREATWOOD LUMBER & HARDWARE, LLC	1555 S 1st Street	Bennett	CO	80102-8638	303-644-5000
11439	Brett	Stephenson	EDGEWATER ACE HARDWARE, LLC	1719 Sheridan Blvd	Edgewater	CO	80214-1323	303-233-4810
11550	Keith	Fitzgibbons	FITZGIBBONS 5 L.L.C.	401 E Market St	Meeker	CO	81641-9621	970-878-4608
11642	Darek	Barnes	BARNES ACE, INC.	1225 N Circle Dr	Colorado Springs	CO	80909-3136	719-550-3702
11757	Roger	Banzhaf	BERTHOUD HARDWARE AND INDUSTRIAL, I	8258 Colorado Blvd	Firestone	CO	80504-6800	303-833-9191
11782	Richard	Thomas	THOMAS FAMILY, INC.	2626 A 11th Ave	Greeley	CO	80631-8441	970-378-0801
11817	Greg	Jones	QUALITY FARM AND RANCH CENTER, LLC	700 E 8th Ave	Yuma	CO	80759-2136	970-848-5552
11818	Greg	Jones	QUALITY FARM AND RANCH CENTER, LLC	333 Dexter St	Wray	CO	80758-1625	970-332-4931
12004	Amy	Kaplanis	THE COUNTRY HARDWARE, INC.	627 W Agate Ave	Granby	CO	80446	970-887-3395
12149	Daniel	Warner	The Big Tool Box, Inc.	8080 S Holly St	Centennial	CO	80122-4001	303-779-8822
12227	Dennis	Swanson	SWANSON HARDWARE, INC.	2155 Curve Plz	Steamboat Springs	CO	80487-4967	970-879-8014
12251	John	Abel	ABEL HARDWARE, INC.	22 S Townsend Ave	Montrose	CO	81401-3954	970-249-4924
14078	Grace	Smith	GMQ INC.	525 Navajo Trail Dr	Pagosa Springs	CO	81147-8867	970-731-4022
14109	Darek	Barnes	BARNES ACE, INC.	4201 Centennial Blvd	Colorado Springs	CO	80907-3770	719-955-0428
14194	Brett	Stephenson	WINDSOR HARDWARE, LLC	1245 Main St	Windsor	CO	80550-5918	970-686-1470
14238	Vicki	Peterson	Alpine Hardware of Colorado, LLC	569 32 Road #4	Grand Junction	CO	81504-7053	970-523-0445
14244	Anna	Barnes	BARNES ACE, INC.	2300 N Wahsatch Ave	Colorado Springs	CO	80907-6941	719-577-0051
14333	Sidney	Wilke	FORT LUPTON HARDWARE LLC	201 S Rollie Ave	Fort Lupton	CO	80621-1508	303-857-1695
14353	Timothy J	MacDonnell	TMAC ENTERPRISES, LLC	15530 W 64th Ave Ste G	Arvada	CO	80007-6855	303-420-9691
14516	Ann	Cummiskey	LMB HARDWARE CORPORATION	5910 S University	Greenwood Village	CO	80121-2882	720-974-1080
14531	Kirby John	Kuklenski	GRECO INVESTMENTS, LLC	1830 W Uintah St	Colorado Springs	CO	80904-5902	719-227-7134
14569	Kirby John	Kuklenski	GRECO INVESTMENTS II, LLC	2800 W 104th Ave	Denver	CO	80234-3539	303-531-2370
14666	Richard	Thomas	ACE HARDWARE OF GREELEY, INC	3540 W 10th St	Greeley	CO	80634-1824	970-353-2851
14920	Brett	Stephenson	HIGHLANDS RANCH HARDWARE, LLC	9579 S University Blvd	Highlands Ranch	CO	80126-8106	303-683-6300
14999	Cheryl	Schumacher	UHILLS HARDWARE, LLC	2500 S Colorado Blvd	Denver	CO	80222-5909	303-759-0980
15057	James D	Hassig	ACE HARDWARE OF JEWELL SQUARE, LLC	7777 W Jewell Ave #1B	Lakewood	CO	80232-6843	303-989-5274
15201	Nicholas J	Kuklenski	GRECO INVESTMENTS III, LLC	2730 S Academy Blvd	Colorado Springs	CO	80916-2806	719-392-2355
15333	Leroy O	Martinez	ACE HARDWARE OF ALAMOSA, LLC	157 Craft Dr	Alamosa	CO	81101-2273	719-589-0123
15347	Mary B	Cottrell	MONTCLAIR HARDWARE, LLC	7100 E Colfax Ave	Denver	CO	80220-1806	720-484-8585

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
15397	Craig	Bradshaw	KNECHT HOME CENTER OF CANON CITY, L	3090 E Main St	Canon City	CO	81212-2731	719-275-1544
15638	William P	Moore Jr	MOORE LUMBER & HARDWARE, INC.	186 Mount Evans Blvd	Pine	CO	80470-7899	303-674-1001
15693	Bruce	Rahmani	Highland Stores, LLC	3758 Osage St	Denver	CO	80211-2657	303-955-0661
15916	Michael J	Vanderkolk	Summit Hardware, LLC	9979 Wadsworth Pkwy	Westminster	CO	80021-4241	720-443-5800
15960	Darek W	Barnes	Barnes Ace, Inc.	5944 Stetson Hills Boulevard Ste 18	Colorado Springs	CO	80923-3510	719-354-2000
15962	Brett	Stephenson	Loveland Hardware, LLC	269 E 29th St	Loveland	CO	80538-2721	970-663-2230
15968	John D	Lindsey	Big John's Hardware, LLC	2602 S Glen Ave	Glenwood Springs	CO	81601-4414	970-945-5345
15992	Michelle K.	White	Panhandle Creek Hardware, LLC.	24 Main Street, PO Box 428	Red Feather Lakes	CO	80545-0428	970-293-8406
16046	Thomas J	MacDonnell	TMac II Enterprises, LLC	15181 East 104th Ave	Commerce City	CO	80022	720-450-9400
16170	Thomas P.	Mortell	Norwood Ace Hardware, LLC	1920 Grand Ave	Norwood	CO	81423	970-478-7868
16171	Kirby John	Kuklenski	Greco Investments IV, LLC	3640 Austin Bluffs Pkwy	Colorado Springs	CO	80918-6680	719-266-4367
16214	Darin L	Hill	Mountain Village Grocery, Inc.	609 Highway 64 W	Rangely	CO	81648-9600	970-675-2554
16307	J. Lance	Stillwaugh	Mineral Creek Corp.	3851 E 120th Ave	Thornton	CO	80233-1660	303-252-1776
16357	Maurice I.	Woods Jr.	Cripple Creek Hardware & Supply, In	1920 County Road 31	Florissant	CO	80816-7064	719-748-3367
16395	Timothy G.	Kenney	Ace Hardware of Fort Collins, Inc.	1001 E Harmony Rd Unit B	Fort Collins	CO	80525-8890	970-223-9273
16428	Darek W.	Barnes	Barnes Ace, Inc.	13355 Voyager Pkwy	Colorado Springs	CO	80921-7656	719-487-3043
16544	Cody L.	Hoover	H&H Lumber LLC	1298 Martin Ave	Burlington	CO	80807-1755	719-346-5546
16578	William Daniel	Hayden	Hayden Family, LLC	111 N 6th St	Hayden	CO	81639	970-276-3922
16593	Kirby John	Kuklenski	Greco Investments V, LLC	1417 S Holly St	Denver	CO	80222-3509	303-691-3435
16598	William P	Moore Jr	Moore Lumber & Hardware, Inc.	1335 Park St	Castle Rock	CO	80109-1596	303-688-5121
16605	David K.	Hight	Hight Enterprises, LTD.	2525 Arapahoe Ave	Boulder	CO	80302-6720	303-443-1822
16850	Mary Ann	Hillyer	R. & D. Mansfield Enterprises, Inc.	6850 Highway 165	Colorado City	CO	81019	719-676-3076
16899	Bruce	Rahmani	Western Bowl, LLC	10000 Ralston Rd	Arvada	CO	80004-4959	720-612-4248
16924	Cody L.	Hoover	H&H Lumber LLC	170 E 2nd S	Cheyenne Wells	CO	80810	719-767-5659
17052	James J.	Fontana III	FCI IND., INC.	502 E Rainbow Blvd	Salida	CO	81201-2902	719-539-7601
17057	Charles S.	Quenon	Trinity Farm Inc.	220 Cooley Mesa Rd	Gypsum	CO	81637-9707	970-524-2230
17301	Trevor	Messa	Charj Holdings Inc	299 Highway 285 PO Box 94	Fairplay	CO	80440-0094	719-836-7095
17342	Trent	Sweitzer	Crested Butte TV LLC	607 6th Street	Crested Butte	CO	81224	970-349-5305
17363	Bruce	Rahmani	1480 Cafe, LLC	1040 15th St	Denver	CO	80202-2345	303-534-0404
17373	J. Lance	Stillwaugh	Stillwaugh, Inc.	5005 W 72nd Ave	Westminster	CO	80030-5199	303-426-1035
17399	Kirby J	Kuklenski	Greco Investments VI, LLC	820 W Tomichi Ave	Gunnison	CO	81230-3438	970-641-1212
17410	Tim	MacDonnell	TMAC III Enterprises, LLC	4830 Chambers Rd	Denver	CO	80239-5152	720-699-2240
17449	Eric	Hykes	Hykes Enterprises LLC	1722 9th St	Greeley	CO	80631-3134	970-353-1416
17474	Daniel	Warner	The Big Tool Box, Inc.	19850 Cockriel Drive	Parker	CO	80134	303-779-8822
17476	Richard	Rudy	NIKSHA, INC	8214 South Kipling	Littleton	CO	80127	720-677-6477
17489	Brett	Stephenson	Buckley Square Hardware, LLC	17190 E Iliff Ave	Aurora	CO	80013-1522	303-745-7177
17569	Jeremy	Lowry	Big Johns Building Supply LLC	200 SW 2nd St	Cedaredge	CO	81413-3837	970-856-3185
17573	Vicki	Peterson	Alpine Hardware of Colorado, LLC	2401 North Ave, Unit 20	Grand Junction	CO	81501-6408	970-985-7223
17609	Mark	Anderson	Linmark Inc.	1343 E South Boulder Rd	Louisville	CO	80027-2301	720-736-7111
17763	Jason	Eger	Ace Hardware of Johnstown LLC	9 S Parish Ave	Johnstown	CO	80534-9099	970-587-4476
17813	William P	Moore Jr.	Moore Lumber & Hardware, Inc.	1153 Bergen Pkwy Space O	Evergreen	CO	80439-9501	303-647-1950
17871	Robert	Corcoran	Black Bear Hardware LLC	155 E Main St Box 566	Aguilar	CO	81020-5067	719-941-6022
17892	Stephen	Julia	Jerrys Ace LLC	2101 N Humboldt St	Denver	CO	80205-5327	000-000-0000
17915	Sheeenam	Bhatia	Semm Retail Ventures LLC	7420 S Gartrell Rd Unit B	Aurora	CO	80016-4330	303-515-7006

ACTIVE MEMBER STORES AS OF DECEMBER 31, 2023

1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
17966	Kirby J	Kuklenski	Greco Investments VII LLC	8 Town Plz	Durango	CO	81301-5104	970-247-0660
18033	Charles S.	Quenon	Trinity Farm Inc.	29785 Hwy 24 N	Buena Vista	CO	81211-9601	719-395-8067
18034	Blake	Burgess	Lambert Ace PW, LLC	1010 N Market Plz	Pueblo West	CO	81007-1530	719-766-9524
18035	Nikan	Rahmani-Azar	Ace Brush LLC	1402 Mill St	Brush	CO	80723-1809	970-842-4832
18096	Todd	Erwin	Gideon Hardware Enterprises, LLC	17720 S Golden Rd	Golden	CO	80401-6012	720-500-9053
18135	Nikan	Rahmani-Azar	Sterling Ace LLC	1350 W Main St	Sterling	CO	80751-2835	970-425-2251
18183	Nikan	Rahmani-Azar	Fort Morgan Ackley Ace LLC	1000 E Platte Ave	Fort Morgan	CO	80701-2965	970-370-2021
18187	William P	Moore Jr	Moore Lumber & Hardware, Inc.	26572 Barkley Rd	Conifer	CO	80433	303-697-4778
18224	Ernest	Christian	Vail Valley Ace Hardware LLC	2111 N Frontage Rd W	Vail	CO	81657-4046	970-476-8282
18288	Vicki	Peterson	Alpine Hardware of Colorado, LLC	71 Sipprelle Dr Unit 4	Parachute	CO	81635-9233	970-512-9077
18326	Mohit	Bhatia	Semm Columbine LLC	6720 S Pierce St	Littleton	CO	80128-4574	303-948-8813
18351	Robert	Quarles	Triple Q Hardware LLC	1785 S 8th St	Colorado Springs	CO	80905-7904	719-715-0007
18570	Ernest	Christian	High Altitude Hardware LLC	1902 N Poplar St	Leadville	CO	80461-3355	719-486-2220
18601	Nikan	Rahmani-Azar	Ace Central LLC	401 E 58th Ave	Denver	CO	80216-1401	000-000-000
18715	Alex	Headley	Ace GOH LLC	1150 S Ironton St Suite 100	Aurora	CO	80012-7023	720-728-0010
18749	Jon	Halverson	Summit County Ace Hardware, LLC	209 Summit Pl	Silverthorne	CO	80498	303-988-1883
18772	Mohit	Bhatia	SEMM Arapahoe LLC	6514 S Parker Rd	Aurora	CO	80016-1082	000-000-000
18807	Jeffrey A	Lepp	J&K Ace Venture Group, Inc.	1030 E 9th Ave	Denver	CO	80218-3322	303-831-7066
18809	Jeffrey A	Lepp	J&K Ace Venture Group, Inc.	4509 S Broadway	Englewood	CO	80113-5723	303-761-0747
18810	Jeffrey A	Lepp	J&K Ace Venture Group, Inc.	2640 E 12th Ave	Denver	CO	80206-3208	303-355-2551
5660	Frederick	Larsen Sr	LARSEN HARDWARE, INC.	220 Albany Tpke	Canton	CT	06019-2520	860-693-4618
5666	Nicholas	Petrunti	NICHOLAS R. PETRUNTI	11 Park Pl	Winsted	CT	06098-1705	860-379-4274
6805	Robert D	Krieger	KATZ HARDWARE, INC.	2687 Main St	Glastonbury	CT	06033-2023	860-633-3551
7104	Patrick	Bowman	RIDGEFIELD HARDWARE COMPANY, INC.	385 Main St	Ridgefield	CT	06877-4601	203-438-2661
7138	Hitesh	Kothari	STAR HARDWARE CORP.	2995 Main St	Hartford	CT	06120-1403	860-246-5617
7570	John	Coffee	LAYSVILLE CENTER HARDWARE	171 Boston Post Rd	Old Lyme	CT	06371-1348	860-434-7727
7770	Charles	Mc Cormack	C & S MC CORMACK INC.	329-331 Westport Ave	Norwalk	CT	06851	203-847-8224
7844	Anne	Riccio	PARK HARDWARE CO.	415 Park St	Hartford	CT	06106-1534	860-247-9118
8173	Herman	Barlow Jr	MANSFIELD SUPPLY, INC.	1527 Storrs Rd	Storrs Mansfield	CT	06268-1319	860-429-2990
8197	Michael	Giordano	BRANFORD BUILDING SUPPLIES, INC.	1145 Main St	Branford	CT	06405-3717	203-488-2518
8203	Dennis	Crispino	SUPERIOR PRODUCTS DISTRIBUTORS, INC	1403 Meriden-Waterbury Rd	Milldale	CT	06467	860-621-3621
8630	Jeffrey	Peterson	JEFFREY D. PETERSON	171 Main St	Terryville	CT	06786-6219	860-589-6582
8773	Robert	Fearon III	MARLBOROUGH HARDWARE, INC.	25 E High St # 3-4-5	East Hampton	CT	06424-1001	860-267-7943
8787	Bryan	Hoffman	HEBRON ACE HARDWARE LLC	81 Main St	Hebron	CT	06248-1541	860-228-3408
8972	Erwin	Brosler	BARNUM HARDWARE STORE INC.	1788 Barnum Ave	Bridgeport	CT	06610-3208	203-334-8316
9089	Jessica	May	SAYBROOK HARDWARE CO. INC.	132 Main St	Old Saybrook	CT	06475-2373	860-388-3706
10092	Christopher	Wolf	KEN'S HARDWARE INC.	690 Main St S	Woodbury	CT	06798-3701	203-263-5999
10874	Andrew	Grant	43 CORPORATION	146 W Town St	Norwich	CT	06360-2132	860-889-3853
10876	Andrew	Grant	43 CORPORATION	480 S Main St	Middletown	CT	06457-4215	860-347-6588
11155	Patrick	Bowman	THE BOWMAN CORPORATION	231 Maple Ave	Cheshire	CT	06410-2506	203-272-4463
14472	Rocco	Falcone	ROCKY'S HARDWARE, INC.	71-73 Windsor Ave	Vernon	CT	06066-2450	860-871-5495
14625	Scott	Hoffman	WINDSOR ACE HARDWARE, LLC.	296 Broad St	Windsor	CT	06095-2939	860-688-8373
14685	Cheryl	Thompson	STEWART'S HARDWARE COMPANY	114 E Main St	Clinton	CT	06413-2112	860-669-0505
15426	Andrew	Grant	43 CORPORATION	945 Cromwell Ave	Rocky Hill	CT	06067-3008	860-757-3080

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
16280	Frederick S	Larsen	Larsen Hardware 2, LLC	982 Farmington Ave	West Hartford	CT	06107-4100	860-523-4201
16586	Paul	Zimmitti Jr	Hope Hardware, LLC	212 Old Hartford Rd	Colchester	CT	06415-2743	860-537-3046
16689	Christopher	Wolf	Kent Green Hardware, LLC	18 Kent Green Blvd	Kent	CT	06757-1519	860-927-4114
16985	Jay	Feinsod	Feinsod Ace Hardware Inc.	268 Sound Beach Ave	Old Greenwich	CT	06870-1626	203-637-3641
17317	Andrew R.	Page	Page Hardware & Appliance Co.	9 Boston St	Guilford	CT	06437-2855	203-453-5267
17701	Christopher	Wolf	Wolf Family Hardware of Watertown,	595 Straits Tpke	Watertown	CT	06795-3356	860-274-0474
17859	Andrew	Grant	43 Corporation	40 Boston Post Rd	Waterford	CT	06385-2424	860-326-5064
17891	Raymond J	Fontaine	Triple Seven LLC	95 Wolcott Rd	Wolcott	CT	06716-2688	203-441-4430
17903	Russell	Riva Jr.	C.A. Lindell & Son, Incorporated	59 Church St	North Canaan	CT	06018-2482	860-824-5443
17952	William	Clifford	Clifbros LLC	211 Greenwood Ave	Bethel	CT	06801-2124	203-748-4200
17958	Roger	Mahieu Jr	Mahieu Enterprises, Inc.	348 Bantam Rd	Litchfield	CT	06759-3318	860-567-8588
18093	Robert	Fearon III	Sanborn Enterprises, LLC	724 Portland Cobalt Rd	Portland	CT	06480-1760	860-342-4847
18204	Rocco J	Falcone	Rocky's Hardware, Inc.	485 Hope St	Stamford	CT	06906-1313	203-327-0460
18522	Sharon	Hewes	Holdridge Farm Nursery, Incorporate	749 Colonel Ledyard Hwy	Ledyard	CT	06339	860-464-8400
18722	Andrew G	Sholes	Sholes Supply CT LLC	566 Providence Rd	Brooklyn	CT	06234-3813	401-822-2212
18793	Darren	Long	D&L Hardware LLC	850 Sullivan Ave	South Windsor	CT	06074-2008	860-644-8013
18806	Christopher	Wolf	Wolf Family Hardware of Bethlehem I	101 Main St S	Bethlehem	CT	06751-2032	203-266-5262
18847	Charles	Berger	Chatfield Power Equipment Co, Inc.	300 Oxford Rd	Oxford	CT	06478-1656	203-567-1677
19003	William E	Aubuchon IV	W.E. Aubuchon Co., Inc.	590 Main St	Monroe	CT	06468-2882	475-239-2424
19004	William E	Aubuchon IV	W.E. Aubuchon Co., Inc.	39 W Stafford Rd	Stafford Springs	CT	06076-1023	860-684-6828
11410	Gina	Schaefer	SCHAEFER - FRIEDMAN, LLC	1734 14th St NW	Washington	DC	20009-4796	202-265-8900
14263	Gina M	Schaefer	TENLEYTOWN HARDWARE LLC	4500 Wisconsin Ave NW	Washington	DC	20016-4628	202-364-1902
16260	Thomas	Vedrody	Annie's Hardware, LLC	3405 8th St NE	Washington	DC	20017-3528	202-529-2658
16264	Gina M	Schaefer	Glover Park Hardware LLC	2233 Wisconsin Ave NW	Washington	DC	20007-4104	202-333-6378
16328	Gina M	Schaefer	Adams Morgan Hardware, LLC	1704 Columbia Rd NW	Washington	DC	20009-2804	202-299-0040
16687	Gina	Schaefer	Capitol Hill Hardware L.L.C.	1115 Pennsylvania Ave SE	Washington	DC	20003-2229	202-543-6157
17582	Gina M.	Schaeffer	Petworth Hardware L.L.C.	1240 Upshur St NW	Washington	DC	20011-5626	202-726-2658
4669	Bruce	Greene	A.H. ANGERSTEIN, INC.	315 New Rd	Elsmere	DE	19805-1913	302-996-3500
7739	J Michael	Cottingham	ROMMEL HOLDINGS, INC.	38223 Dupont Blvd	Selbyville	DE	19975-3052	302-436-5300
8166	Randall	Best	BEST HARDWARE INC.	633 N Dupont Blvd	Milford	DE	19963-1098	302-424-5414
9696	Randall	Best	BESTS' STORE, INC.	32437 Lewes Georgetown Hwy	Lewes	DE	19958-1646	302-645-6658
10677	Randall	Best	BEST HARDWARE, INC.	3000 Midway Dr Ste 2	Harrington	DE	19952-2458	302-398-6447
11786	J Michael	Cottingham	ROMMEL HOLDINGS, INC.	321 A Independence Blvd	Dover	DE	19904-7626	302-674-9100
14219	Randall	Best	BEST HARDWARE, INC.	610 Mulberry St	Milton	DE	19968-1516	302-684-2007
15205	Andrew S	Best	BEST HARDWARE 2, INC.	32362 Long Neck Rd #2	Millsboro	DE	19966-9062	302-945-4017
15846	Robert W	Ricker	Baker's Hardware Co., Inc.	28547 Dupont Blvd	Millsboro	DE	19966-4798	302-934-7974
18073	Jason	Veasey	Pax Incorporated	1302 Centerville Rd	Wilmington	DE	19808-6220	302-999-0523
18720	Phil	Aeschleman	Hockessin Hardware Inc.	324 Lantana Dr	Hockessin	DE	19707-8807	302-234-4777
494	Stephen P	Proctor	PROCTOR HARDWARE, INC.	1281 Atlantic Blvd	Neptune Beach	FL	32266-4024	904-249-5622
580	Charlotte	Liles	LILES HARDWARE CO. INC.	16608 S E Hwy 19	Cross City	FL	32628	352-498-3318
585	Ruth	Rackley	ACE HARDWARE OF HERNANDO, INC.	2585 N Florida Ave	Hernando	FL	34442-4329	352-726-1481
666	Michael A	WYNN 2012 FAM	SUNSHINE ACE HARDWARE, INC.	141 Tamiami Trl N	Naples	FL	34102-6204	239-262-2940
844	MARK H	Costin	ST. JOE HARDWARE CO., INC.	201 Williams Ave	Port St Joe	FL	32456-1843	850-227-1717
1110	J	Waldorff	WALDORFF ACE HARDWARE, INC.	25615 N Main St	Altha	FL	32421-3349	850-762-3228

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
1369	Stephen	Strunk	STRUNK ACE HARDWARE, INC.	1101 Eaton St	Key West	FL	33040-6926	305-296-9091
1481	Michael	Jones	TRI-TOWN SUPPLY, LLC	130 Volusia Avenue	Pierson	FL	32180-2288	386-749-2692
1536	William	Pastermack	Ace Handiman, Inc.	3636 S Washington Ave	Titusville	FL	32780-5737	321-267-1030
1713	Robert	Boldrick	PRODUCERS HARDWARE COMPANY, INC.	404 Central Ave	Crescent City	FL	32112-2502	386-698-1260
1736	Donald	Hagan	HAGAN ACE HARDWARE INC.	551525 US Highway 1	Hilliard	FL	32046-8284	904-845-4461
1757	George	Alexander	EAU GALLIE HARDWARE, INC.	590 W Eau Gallie Blvd	Melbourne	FL	32935-6507	321-254-3261
2281	Iris	Wall	W & W LUMBER OF OKEECHOBEE INC.	1601 State Road 70 E	Okeechobee	FL	34972-3272	863-763-3173
2311	Michael A	Wynn	SUNSHINE ACE HARDWARE, INC.	9100 Bonita Beach Rd SE	Bonita Springs	FL	34135-4214	239-992-0169
2370	Iris	Wall	W & W LUMBER & BUILDING SUPPLIES, I	16500 SW Warfield Blvd	Indiantown	FL	34956-4407	772-597-3506
2403	E	Swartsel	SWARTSEL PROPERTIES, INC.	4411 Grand Blvd	New Port Richey	FL	34652-5403	727-842-8422
2574	Durward	Smith	SMITH RANCH & GARDEN, INC.	117 W Magnolia St	Arcadia	FL	34266-3932	863-494-2142
2670	Joseph D	Hall	Hall's Nurseries of Jacksonville, I	5645 Blanding Blvd	Jacksonville	FL	32244-1922	904-771-6330
3126	Andrew	Arnstein	WILDWOOD HARDWARE, INC.	300 Shopping Center Dr	Wildwood	FL	34785-4533	352-748-2304
3147	Dewey	Bondurant	BONDURANT LUMBER & HARDWARE, INC.	8511 N Century Blvd	Century	FL	32535-1633	850-256-9000
3245	Michael W	Roberts	Ace Hardware of Gulf Breeze, Inc.	1131 Gulf Breeze Pkwy	Gulf Breeze	FL	32561-4835	850-932-9316
3317	Jack	Cason	CASON ENTERPRISES OF NORTH FLORIDA,	9614 SW State Rd 121	Lake Butler	FL	32054	386-496-3921
3374	Richard	Madden	MADDEN ENTERPRISES, INC	2034 S Ridgewood Ave	South Daytona	FL	32119-2241	386-767-6036
3410	Michael D	Turner	Turner Ace Hodges, LLC	13164 Atlantic Blvd	Jacksonville	FL	32225-3126	904-221-6512
3443	Lawrence	Gavin	GAVINS ACE HARDWARE, INC.	16025 San Carlos Blvd	Fort Myers	FL	33908-3304	239-466-7777
3695	Manuel	Cambo	KEY BISCAYNE HARDWARE, INC.	800 Crandon Blvd	Key Biscayne	FL	33149-2552	305-361-2118
3708	Kim	Mcdonald	MC DONALD'S HARDWARE, INC.	245 W State Rd 84	Fort Lauderdale	FL	33315	954-463-2000
3855	Ralph	Hitchcock	MILLER SQUARE HARDWARE, INC.	13898 SW 56th St	Miami	FL	33175-6021	305-387-2333
3988	Iris	Wall	W & W LUMBER OF LAKE PLACID, INC.	1001 US 27 S	Lake Placid	FL	33852-9123	863-465-3331
4037	Ruth Anne	Rackley	ACE HARDWARE OF INVERNESS, INC.	465 E Highland Blvd	Inverness	FL	34452-4904	352-726-8811
4154	Steven P	Proctor	PROCTOR HARDWARE INC.	5723 University Blvd W	Jacksonville	FL	32216-4913	904-731-1144
4158	Jerry	Cleven	KEYS HARDWARE INC.	24734 Overseas Hwy	Summerland Key	FL	33042	305-745-3500
4210	Joann P	Nichols	ACE HANDIMAN HARDWARE OF COCOA BEAC	705 N Atlantic Ave	Cocoa Beach	FL	32931-3107	321-783-1030
4329	Richard	Anderson	ACE HARDWARE OF ORANGE CITY, INC.	595 N Volusia Ave	Orange City	FL	32763-4801	386-775-7744
4330	William	Anderson	ANDERSON'S ACE HARDWARE, INC.	1656 Providence Blvd	Deltona	FL	32725-4961	386-789-7744
4333	Robert	Boldrick	PRODUCERS HARDWARE COMPANY, INC.	404 Central Ave	Crescent City	FL	32112-2502	386-467-2795
4345	Salvador	Gomez JR	GOMEZ AND GOMEZ, INC.	7050 SW 87th Ave	Miami	FL	33173-2506	305-271-9642
4388	Payton	Parman	PAR-MAN, INC.	2840 Elkcarn Blvd	Deltona	FL	32738-3106	386-532-1953
4549	Wayne	Walker	WALKER ENTERPRISES OF NORTHWEST	622 John Sims Parkway	Niceville	FL	32578-1817	850-678-4222
4602	Bruce	Korte	TEMPLE TERRACE HARDWARE INC.	13108 N 56th St	Temple Terrace	FL	33617-1158	813-988-3488
4634	Stephen	Trafton	TRAFTON RETAILING, INC.	880 East Elkcarn Circle	Marco Island	FL	34145-2559	239-394-3657
4660	Michael	Dalton	BABE'S HARDWARE OF VENICE INC	140 Miami Ave E	Venice	FL	34285-2406	941-488-0411
4662	Barbara	Swink	BABE'S HARDWARE, INC.	450 N Indiana Ave	Englewood	FL	34223-2702	941-474-7550
4822	Tabitha	Parker	WEST MELBOURNE ACE HARDWARE, INC.	3221 W New Haven Ave	Melbourne	FL	32904-3535	321-724-6510
4830	Roy C	Carter III	TAVARES HARDWARE INC.	509 S Hwy 19	Tavares	FL	32778-3810	352-343-3361
4878	William	Hagan	HAGAN ACE HARDWARE OF BLANDING INC.	1022 Blanding Blvd	Orange Park	FL	32065-6702	904-272-1414
4979	Walter S	Toole II	SOUTH ORANGE ACE HARDWARE COMPANY,	9689 S Orange Blossom Trl	Orlando	FL	32837-8913	407-857-1142
5026	H	Ragans	RAGANS ACE HARDWARE, INC.	805 S Jefferson St	Perry	FL	32347-4118	850-584-2411
5054	George	Jackson	JACKSON AUTO PARTS AND HARDWARE	712 NW Avenue A	Carrabelle	FL	32322-6857	850-697-3332
5149	Christopher Lee	Cathey	A CATHEY INC.	3004 Highway 98	Mexico Beach	FL	32456-7152	850-648-5242

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
5294	James	Scofield	D & K ACE HARDWARE INC	7028 Us Highway 301 N	Ellenton	FL	34222-3030	941-729-6062
5459	Thomas	Ryan	ACE HARDWARE OF BIG PINE KEY, INC.	30317 Overseas Hwy	Big Pine Key	FL	33043-3413	305-872-2992
5468	Alan	Baro	BARO HARDWARE INC.	7230 NW 72nd Ave	Miami	FL	33166-2934	305-885-3371
5495	Joseph V	Cimato	Forever Green Ace Hardware, LLC	2025 Periwinkle Way	Sanibel	FL	33957-4103	239-472-5354
5538	Wayne	Walker	WALKER ENTERPRISES OF NORTHWEST	4550 E Highway 20	Niceville	FL	32578-9755	850-897-7711
5544	Ronald	Leknes	G&R HARDWARE, INC.	1550 W 84th St	Hialeah	FL	33014-3377	305-819-4444
5547	William M	Head	EVANS HOME CENTER OF BAY COUNTY,	17760 Panama City Beach Pkwy	Panama City Beach	FL	32413-6042	850-234-0314
5765	Dennis L	Bennett	BENNETTS ACE HARDWARE, INC.	8080 W Beaver St	Jacksonville	FL	32220-2620	904-786-3706
5816	William	Gibbs	BRYAN'S ACE HOME CENTER INC.	251 E Walker Dr	Keystone Heights	FL	32656-7658	352-473-4006
5972	Walter	Roberts	W L ROBERTS INC.	2709 Crawfordville Hwy	Crawfordville	FL	32327-2158	850-926-3141
6070	Dee Ann	Wilson	UMATILLA HARDWARE, INC.	811 N Central Ave	Umatilla	FL	32784-8685	352-669-3411
6113	Roy C	Carter Jr	BRONSON ACE HARDWARE, INC.	26 E Orange Ave	Eustis	FL	32726-4135	352-357-2366
6120	William	Gibbs	BRYAN'S ACE HOME CENTER, INC.	1122 State Road 20	Interlachen	FL	32148-5405	386-684-2811
6126	Peggy	Witt	BARNES FEED STORE, INC	8650 N Palafox St	Pensacola	FL	32534-3405	850-476-2831
6182	Stephen P	Proctor	PROCTOR HARDWARE, INC.	870 A1a N	Ponte Vedra Beach	FL	32082-3212	904-285-8101
6240	Michael D	Turner	TURNER HARDWARE BEACHES, INC.	784 Marsh Landing Pkwy	Jacksonville Beach	FL	32250-5850	904-273-1998
6353	Walter S	Toole II	TOOLE-ASMA CORPORATION	859 W Highway 50	Clermont	FL	34711-2917	352-394-2098
6355	Michael A	Wynn	SUNSHINE ACE HARDWARE, INC.	11673 Collier Blvd	Naples	FL	34116-6530	239-455-3400
6437	Vicky	Kane	KANE'S ACE HARDWARE, INC.	3600 S Suncoast Blvd	Homosassa	FL	34448-2328	352-628-3566
6508	Don	Lockwood	PALM BEACH GARDENS ACE HARDWARE, IN	9820 Alternate A1A Ste 201	Palm Beach Gardens	FL	33410-4933	561-624-0377
6851	Robert G	Parsell	SANFORD ACE HARDWARE, INC.	170 W State Road 434	Longwood	FL	32750-5112	407-339-4883
6856	Robert G	Parsell	SANFORD ACE HARDWARE, INC.	207 E 25th St	Sanford	FL	32771-4436	407-321-0885
6897	Bruce	Phillips	CROWDER BROTHERS OF LAKELAND, INC.	2633 S Florida Ave	Lakeland	FL	33803-3860	863-683-6702
6976	Curtis	Blocker	BLOCKER & LEWIS ENTERPRISES, INC.	301 N 15th St	Immokalee	FL	34142-3402	239-657-3621
7037	Curtis	Blocker	ACE VISION GROUP, L.L.C.	211 N Commonwealth Ave	Polk City	FL	33868-8821	863-984-1541
7050	Ralph	Esposito	ESPOSITO NURSERY, INC.	2743 Capital Cir NE	Tallahassee	FL	32308-4143	850-386-2114
7059	Adra	Kennard	KENNARD ACE HARDWARE, INC.	25155 W Newberry Rd	Newberry	FL	32669-4251	352-472-2525
7422	Kristopher	Farris	UNLIMITED SUPPLIES OF AMERICA, INC.	11582 N Williams St Ste 401	Dunnellon	FL	34432-8314	352-489-2430
7461	Terry	Boldrick	BOLDRICK ENTERPRISES, INC.	25001 Butler St	Astor	FL	32102-3215	352-759-2582
7484	Alan	Baro	BARO II HARDWARE INC.	7248 NW 25th St	Miami	FL	33122-1701	305-591-2110
7532	Eustis	Beauchamp	BEAUCHAMP HARDWARE AND SUPPLY, INC.	8031 Highway 90	Sneads	FL	32460-2311	850-593-6576
7668	George	Burch	LAKE HARDWARE & FARM SUPPLY, INC.	219 N Main St	Belle Glade	FL	33430-2602	561-996-6776
8026	Kim	Preston	GIN-CHAR, INC	3431 US Hwy 441	Fruitland Park	FL	34731-4149	352-326-9449
8028	Robert	Shor	L.P. INDUSTRIES, INC.	284 NE 79th St	Miami	FL	33138-4819	305-754-2556
8078	Ed	Struttmann	NORST, INC.	866 N Miramar Ave	Indialantic	FL	32903-3054	321-724-1558
8292	Tabitha	Parker	WEST MELBOURNE ACE HARDWARE, INC.	6755 Babcock St SE	Malabar	FL	32950-5004	321-729-6690
8519	Bruce	Phillips	CROWDER BROTHERS OF LAKELAND INC	6549 N Socrum Loop Rd	Lakeland	FL	33809-4180	863-859-9908
8554	Walter S	Toole II	BRAY HARDWARE COMPANY, INC.	500 S Dillard St	Winter Garden	FL	34787-3562	407-656-2593
8691	Jeffery	Boland	WOODVILLE ACE HARDWARE, INC.	9382 Woodville Hwy	Tallahassee	FL	32305-1604	850-421-9000
8845	Howard	Hart	STEINHATCHEE HARDWARE & BUILDING	1310 1st Ave S	Steinhatchee	FL	32359	352-498-7269
8878	William	Gibbs	BRYAN'S ACE HOME CENTER, INC.	1101 S Walnut St	Starke	FL	32091-4413	904-964-4642
8935	Ramon	Vidri	MAJESTIC BUILDERS SUPPLY INC	2815 NW 17th Ave	Miami	FL	33142-6629	305-635-1618
8937	Valerie	Pleasanton	VAL-DA-LAR, INC.	510 E Boynton Beach Blvd	Boynton Beach	FL	33435-4141	561-732-2161
9019	Gerald	Culp	Pinellas Central Hardware, LLC	12344 Seminole Blvd	Largo	FL	33778-2755	727-581-2025

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
9042	Kim	Preston	KIMLENE INC D/B/A WEIRSDALE HARDWAR	16395 SE 138th Ave	Weirsdale	FL	32195-2462	352-821-2104
9053	Antonio	Bilbao	B-G OPA-LOCKA, INC.	700 Opa Locka Blvd	Opa Locka	FL	33054-3908	786-728-9053
9132	Roy C	Carter III	MOUNT DORA ACE HARDWARE, INC.	18691 Us Highway 441	Mount Dora	FL	32757-6741	352-383-2101
9496	D	Kiszla	ACE OF TOWN N' COUNTRY, INC.	7575 W Hillsborough Ave	Tampa	FL	33615-4103	813-884-1495
9504	Jason	Anderson	ACE HARDWARE OF SOUTH WALTON, INC.	11176 Emerald Coast Parkway	Miramar Beach	FL	32550-5847	850-654-8848
9738	William	Gibbs	BRYAN'S ACE HOME CENTER, INC.	871 N State Road 21	Melrose	FL	32666-3956	352-475-2400
9782	Donald W	Hagan	HAGAN ACE HARDWARE OF MANDARIN, LLC	12501 San Jose Blvd	Jacksonville	FL	32223-2644	904-268-9597
10026	Donald	Hagan	HAGAN ACE HARDWARE OF MACCLENNY, LL	6567 US Hwy 90	Glen St Mary	FL	32040-5053	904-259-3451
10106	Richard	Madden	MADDEN ENTERPRISES, INC.	2580 S Atlantic Ave	Daytona Beach	FL	32118-5523	386-322-3377
10130	Jim	Ackroyd	VISION ACE HARDWARE, L.L.C	1750 Main St	Dunedin	FL	34698-6401	727-733-3486
10167	Wayne	Walker	WALKER ENTERPRISES OF NORTHWEST	234 Racetrack Rd NE	Fort Walton Beach	FL	32547-1866	850-862-3169
10272	C	Savidge	PERFECT ANGLE, INC	4030 Gulf Of Mexico Dr	Longboat Key	FL	34228-2604	941-383-1313
10342	Michael A	Wynn	SUNSHINE ACE HARDWARE, INC.	18911 S Tamiami Trl	Fort Myers	FL	33908-4734	239-415-1161
10492	Bruce	Korte	B & G INVESTMENTS, INC	505 E Bloomingdale Ave	Brandon	FL	33511-8110	813-681-1223
10731	Lawrence	Gordich	1644 HOLDING CORP.	1644 NE 2nd Ave	Miami	FL	33132-1206	305-379-5444
10789	Jim	Ackroyd	VISION ACE HARDWARE, L.L.C	350 W Hickpoochee Ave	Labelle	FL	33935-4756	863-675-2672
10952	Walter S	Toole II	ORLANDO ACE HARDWARE, INC.	2218 S Orange Ave	Orlando	FL	32806-3039	407-422-7766
11011	Marvin	Nichols	ACE HANDIMAN HARDWARE OF CAPE CANAV	8300 Astronaut Blvd	Cape Canaveral	FL	32920-3609	321-784-1520
11073	Bruce	Kile	KILE'S ACE HARDWARE, INC.	640 Tamiami Trl N	Nokomis	FL	34275-2137	941-484-8454
11147	Robert G	Parsell	SANFORD ACE HARDWARE, INC.	129 Geneva Dr	Oviedo	FL	32765-7204	407-365-6634
11169	James	Ackroyd	VISION ACE HARDWARE, LLC	310 E Sugarland Hwy	Clewiston	FL	33440-3124	863-983-8353
11211	Jim	Ackroyd	VISION ACE HARDWARE, L.L.C	1004 Cape Coral Pkwy E	Cape Coral	FL	33904-9159	239-549-4260
11317	William	Willis	WILLIS HARDWARE, INC.	409 US Highway 98	Apalachicola	FL	32320-1238	850-653-1400
11356	Steve	Turner	TURNER ACE HARDWARE ARLINGTON, INC.	5827 Arlington Rd	Jacksonville	FL	32211-5365	904-743-8888
11422	Jim	Ackroyd	VISION ACE HARDWARE, LLC	1149 Homestead Rd N	Lehigh Acres	FL	33936-6040	239-368-2430
11423	Bruce	Bergdoll	KENNARD ACE HARDWARE, INC.	13215 SW State Road 45	Archer	FL	32618-5540	352-495-3999
11517	Curtis	Blocker	ACE VISION GROUP, L.L.C.	1350 E Church St	Bartow	FL	33830-4121	863-519-9339
11521	Timothy S	Gibson	THE GRANITE GROUP, LLC	10415 County Road 39 S	Lithia	FL	33547-2864	813-737-9223
11527	Wesley C	Grant	GULF WEST SUPPLY, INC.	215 E Rodgers Ave	Chiefland	FL	32626-1424	352-493-4294
11531	John W	McMillan Jr.	COLLEGE PARK ACE HARDWARE, INC	3440 Edgewater Dr	Orlando	FL	32804-3602	407-841-6520
11537	Charles	Dewey	DEWEY CUBED, INC.	1005 N Courtenay Pkwy	Merritt Island	FL	32953-4531	321-452-3484
11597	Roy C	Carter III	SOUTH LEESBURG ACE HARDWARE, INC	27649 Us Highway 27	Leesburg	FL	34748-9033	352-787-5446
11613	Donald	Hagan	HAGAN ACE HARDWARE OF ST. AUGUSTINE	3050 US Highway 1 S	St Augustine	FL	32086-6306	904-797-9175
11619	Donald	Hagan	HAGAN ACE HARDWARE OF PALATKA, LLC	141 S US Highway 17	East Palatka	FL	32131-4081	386-328-2698
11627	Donald	Hagan	HAGAN ACE HARDWARE OF ANASTASIA, LL	3033 Highway A1a South	St. Augustine	FL	32080	904-471-7844
11748	Randell	Worrell	VILLAGE ACE HARDWARE, INC.	3417 Wedgewood Ln	The Villages	FL	32162-7183	352-751-6680
11879	Arthur	Frizzell III	CONSOLIDATED FEED & SUPPLY CO., INC	633 US Highway 90 W	Defuniak Spgs	FL	32433-1495	850-892-2033
11892	Arthur	Frizzell III	CONSOLIDATED ACE HARDWARE & SUPPLY	702 N Ferdon Blvd	Crestview	FL	32536-2114	850-682-6148
11959	Robert	Shor	AVENTURA HARDGOODS, LLC	17811 Biscayne Blvd	Aventura	FL	33160-2501	786-428-0028
12068	Nancy	Palmer	PALMER ELECTRIC SERVICE, INC.	415 W Main St	Avon Park	FL	33825-3625	863-453-6688
12246	Maria	Benitez	SILVER PAINT & HARDWARE SUPPLY, LLC	1138 Normandy Dr	Miami Beach	FL	33141-2812	305-866-5929
12249	Roy C	Carter III	APOPKA ACE HARDWARE AND LUMBER, INC	530 S Park Ave	Apopka	FL	32703-5264	407-889-4111
12330	Justin	Miller	WEST FLORIDA HARDWARE COMPANY	13650 Innerarity Point Rd	Pensacola	FL	32507-8833	850-492-1149
14004	Timothy	Gibson	THE GRANITE GROUP, LLC	13364 Lincoln Rd	Riverview	FL	33578-7506	813-236-1885

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
14050	Iris	Wall	W & W LUMBER OF LAKE PLACID, INC.	2512 Desoto Rd	Sebring	FL	33870-5101	863-471-6055
14160	Jim	Ackroyd	VISION ACE HARDWARE, L.L.C	8538 Gunn Hwy Unit 10	Odessa	FL	33556-3289	813-792-2835
14222	Michael A	Wynn	SUNSHINE ACE HARDWARE, INC.	1720 San Marco Rd	Marco Island	FL	34145-5116	239-642-7444
14273	Payton	Parman	PAR-MAN, INC.	305 Fort Smith Blvd	Deltona	FL	32738-9204	407-322-7011
14281	Jim	Ackroyd	VISION ACE HARDWARE, L.L.C	12830 Metro Pkwy	Fort Myers	FL	33912-8350	239-561-3560
14296	Rocco	Falcone	ROCKY'S HARDWARE, INC.	5899 SE Federal Hwy Ste D2	Stuart	FL	34997-7869	772-283-2470
14304	William	Head	ACE HOME & GARDEN CENTER OF BAY COU	3911 E 15th St	Panama City	FL	32404-5845	850-522-0314
14318	Jennifer	Klinowski	Parts Services, Inc	9137 Oakhurst Rd	Seminole	FL	33776-2110	727-593-1984
14336	Adra	Kennard	KENNARD ACE HARDWARE, INC.	54 SW Main St	Williston	FL	32696-2525	352-529-0028
14357	Richard	Kelly	ARK ACE ENTERPRISES, INC.	747 W Martin Luther King Blvd	Seffner	FL	33584-4533	813-571-1700
14359	Richard	Madden	M & G ENTERPRISES OF VOLUSIA INC	261 Ridgewood Ave	Holly Hill	FL	32117-4931	386-226-1425
14401	Jim	Ackroyd	VISION ACE HARDWARE, L.L.C	320 N Charleston Ave	Fort Meade	FL	33841-2403	863-285-8158
14408	Rocco J	Falcone	ROCKY'S HARDWARE, INC.	584 US Highway 1	Tequesta	FL	33469-2373	561-746-3118
14433	Michael A	Wynn	SUNSHINE ACE HARDWARE, INC.	4433 Tamiami Trl E	Naples	FL	34112-6721	239-775-2150
14436	Jim	Ackroyd	VISION ACE HARDWARE, L.L.C	225 E Oak St	Wauchula	FL	33873-2327	863-773-3148
14451	Willie S	Betts	CONSOLIDATED ACE HARDWARE OF NAVARR	8188 Navarre Pkwy	Navarre	FL	32566-6906	850-939-9800
14463	Louis	Dramis	BIGGER BAGS, INC.	5371 Village Market	Wesley Chapel	FL	33543-4252	813-973-2000
14469	Walter S	Toole II	GROVELAND ACE HARDWARE INC	1007 Highway 50	Groveland	FL	34736-2101	352-429-7616
14530	Rocco	Falcone	ROCKY'S HARDWARE, INC.	7594 South US 1	Port St Lucie	FL	34952	772-343-0999
14667	Valdin	Llano	DORAL ACE HARDWARE, INC.	10758-60 NW 58th St	Miami	FL	33178-2802	305-406-1072
14706	Rocco	Falcone	ROCKY'S HARDWARE, INC.	13837 Wellington Trace	Wellington	FL	33414-8554	561-753-9998
14846	C Reed	Savidge	Perfect Angle, Inc.	3352 E Bay Dr	Holmes Beach	FL	34217-2000	941-778-0999
15051	Robert A	Shor	HARBOR HARDGOODS COMPANY, LLC	1900 Cordova Rd	Fort Lauderdale	FL	33316-2156	954-651-6411
15059	Roy C	Carter III	SORRENTO ACE HARDWARE, INC.	24329 SR 46	Sorrento	FL	32776-8853	352-383-2061
15086	Steve	Turner	TURNER ACE HARDWARE FERNANDINA, LLC	2990 S 8th St	Fernandina Bch	FL	32034-8680	904-261-5270
15159	Mike	Askari	ASKARI ACE 1, LLC	3802 N Monroe St.	Tallahassee	FL	32303-2136	850-727-4301
15174	Frank	Tropepe	DEERFIELD ACE HARDWARE, INC.	365 S Federal Hwy.	Deerfield Beach	FL	33441-4131	954-531-6265
15176	Walter S	Toole II	CONWAY ACE HARDWARE, INC.	4434 Curry Ford Rd	Orlando	FL	32812-2709	407-482-5085
15179	Jeff	Gross	GROSS FAMILY ENTERPRISES INC.	333 W Granada Boulevard	Ormond Beach	FL	32174-6295	386-677-1414
15202	William D	Osteen	EAST COAST LUMBER & SUPPLY COMPANY	308 Ave A	Fort Pierce	FL	34950-4417	772-461-5950
15250	David	Lamont	LAMONT HOLDINGS, LLC	35125 US Highway 19 N	Palm Harbor	FL	34684-1928	727-787-1677
15268	Adra B	Kennard	KB HARDWARE LLC	5200 NW 43rd St Ste 203	Gainesville	FL	32606-4484	352-264-3466
15312	William D	Osteen	EAST COAST LUMBER & SUPPLY COMPANY	1330 N Cocoa Boulevard	Cocoa	FL	32922-6930	321-636-0411
15317	Henry T	Burry Jr	BURRY'S ACE HARDWARE, INC.	926 Bichara Boulevard	Lady Lake	FL	32159-7714	352-753-1199
15349	Scott	Andrews	LUTZ ACE HARDWARE, LLC	18469 N US Highway 41	Lutz	FL	33549-4470	813-949-3939
15402	Charles R	Devine	DG HARDWARE, INC.	4231 S Tamiami Trl	Sarasota	FL	34231-3627	941-924-5654
15403	Charles R	Devine	DG HARDWARE, INC.	3170 Bee Ridge Rd	Sarasota	FL	34239-7127	941-924-6614
15404	Charles R	Devine	DG HARDWARE, INC.	2881 Clark Rd Ste 6	Sarasota	FL	34231-6200	941-921-5363
15405	Charles R	Devine	DG HARDWARE, INC.	3371 17th St	Sarasota	FL	34235-8964	941-366-1756
15406	Charles R	Devine	DG HARDWARE, INC.	14308 Palm Beach Blvd	Fort Myers	FL	33905-2321	239-694-3958
15408	Charles R	Devine	DG HARDWARE, INC.	6398 N Lockwood Ridge Rd	Sarasota	FL	34243-2531	941-351-3371
15416	Charles R	Devine	DG HARDWARE, INC.	204 Saint Joe Plaza Dr	Palm Coast	FL	32164-3621	386-445-0304
15417	Charles R	Devine	DG HARDWARE, INC.	600 N State St	Bunnell	FL	32110-6000	386-437-3191
15418	Charles R	Devine	DG HARDWARE, INC.	117 Flagler Plaza Dr	Palm Coast	FL	32137-5968	386-517-6886

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
15459	Walter S	Toole II	Maitland Ace Hardware Company, Inc.	1607 S Orlando Ave	Maitland	FL	32751-6420	407-645-3366
15461	Kenneth	Richards	K & N Hardware Inc.	7848 W Irlo Bronson Hwy	Kissimmee	FL	34747-1729	407-507-3910
15463	Valdin	Llano	ACE HARDWARE OF CUTLER BAY INC.	20537 Old Cutler Rd	Cutler Bay	FL	33189-2454	305-254-0970
15656	James	Ackroyd	Vision Ace Hardware, LLC	910 S Pinellas Ave	Tarpon Springs	FL	34689-3714	727-934-5716
15680	Robert	Shor	Brickell Hardgoods Company LLC.	900 SW 2nd Ave	Miami	FL	33130-3519	786-409-3100
15724	Walter S	Toole II	Colonial Ace Hardware Inc	2523 E Colonial Dr	Orlando	FL	32803-5020	407-895-7003
15750	Todd R	Pickett	Pickett, Inc.	800 W Jefferson St	Brooksville	FL	34601-2532	352-796-9479
15768	Wesley C	Grant	Trenton Hardware & Farm Supply, LLC	1820 E Wade St	Trenton	FL	32693-2768	352-463-0420
15829	Adra	Kennard	KB Hardware LLC	202 NW 140th Terrace	NEWBERRY	FL	32669	352-727-4777
15938	Orlando	Valdes	Shell Lumber and Hardware Company	2733 SW 27th Ave	Miami	FL	33133-3049	305-856-6401
15975	Valdin	Llano	Ace Hardware Of Bird Road Inc.	5749 B C Bird Road	Miami	FL	33155	305-284-1123
15987	Walter S	Toole II	Avalon Ace Hardware, Inc.	14807 E Colonial Dr Unit 136	Orlando	FL	32826	407-382-2007
16030	Michael W	Roberts	Ace Hardware of West Pensacola, Inc	10800 W Highway 98	Pensacola	FL	32506-6243	850-455-4223
16054	John	Gavin	Gavins Ace Hardware Nicholas, LLC	290 Nicholas Pkwy NW	Cape Coral	FL	33991-3804	239-945-6223
16056	Roy C	Carter III	Beverly Hills Ace Hardware, Inc.	3621 N Lecanto Hwy	Beverly Hills	FL	34465-3503	352-527-1451
16059	William R.	Cronin	Willaine Enterprises, Inc.	2843 County Road 210 W	Saint Johns	FL	32259-4078	904-217-3324
16062	Adra	Kennard	KB Hardware LLC	3727 W University Ave	Gainesville	FL	32607-6414	352-378-4650
16069	James T	McDonald	Ace Hardware of Madison Inc.	783 W Base St	Madison	FL	32340-1461	850-253-2436
16078	Fabiola	Nachon	Phoenix Door And Hardware	2477 W 4th Ave	Hialeah	FL	33010-1422	305-888-5236
16110	Andrew	Arnstein	Bellevue Ace Hardware, Inc.	10677 SE US Highway 441	Bellevue	FL	34420-2801	352-693-5809
16126	James W	Ackroyd	Vision Ace Hardware, LLC	2739 Dr Martin Luther King Jr St N	St Petersburg	FL	33704-2721	727-822-4801
16129	Cindy W	Chancy	Bristol Ace Hardware Inc.	10898 NW State Road 20	Bristol	FL	32321	850-643-2336
16145	Kristopher L.	Farris	Ace of Ocala Westside, LLC	8585 SW Highway 200	Ocala	FL	34481-9644	352-291-1005
16151	Robert S	Osteen	Native Hardware LLC	8863 SE Bridge Rd	Hobe Sound	FL	33455-5310	772-546-0597
16222	Mark	Omasta	D.J. Elliott, Inc.	6874 Gulfport Blvd Ste 807	South Pasadena	FL	33707-2163	727-344-3377
16244	Timothy S	Gibson	The Granite Group, LLC	16440 S US Hwy 301	Wimauma	FL	33598	813-634-5363
16262	Jacob W.	Hagan	Hagan Ace Hardware of Green Cove	1305 N Orange, Suite 110	Green Cove Springs	FL	32043-6416	904-284-9931
16272	Curtis	Blocker	Ace Vision Group, L.L.C.	17 Hwy 630 E	Frostproof	FL	33843-1713	863-546-6027
16274	Willie S	Betts	Consolidated Ace of Destin, Inc.	235 Main St	Destin	FL	32541-2503	850-837-6915
16299	Charles R	Devine	DG Hardware, Inc.	14355 Tamiami Trl	North Port	FL	34287-2721	941-426-4575
16316	Michael A	Wynn	Sunshine Ace Hardware, Inc.	3035 Tamiami Trl	Port Charlotte	FL	33952-6601	941-627-5558
16320	Michael D.	Turner	Turner Ace St. Augustine, Inc.	150 San Marco Ave	Saint Augustine	FL	32084-3266	904-547-2639
16327	John C	Thompson	Thompson Ace Hardware, Inc.	9742 Old Saint Augustine Rd	Jacksonville	FL	32257-6040	904-559-2618
16408	Roy C	Carter III	Carter's Ace Hardware of Crystal Ri	999 NE 5th St	Crystal River	FL	34429-4443	352-228-4583
16416	Stephen D	Smith	Lynn Haven Ace Hardware, Inc.	520 Ohio Ave	Lynn Haven	FL	32444-1754	850-571-3415
16417	Paul P	Barcia, Jr	Fort White Hardware, LLC	18112 SW State Road 47	Fort White	FL	32038-3600	386-497-1708
16419	Norma Yesenia	Pasternack	Ace Handiman North, LLC	3160 Garden St	Titusville	FL	32796-3060	321-225-8725
16519	Charles R	Devine	DG Hardware, Inc.	4210 53rd Ave E	Bradenton	FL	34203-8097	941-727-0884
16538	John R	Rigney	Rigney's Hardware Company	1212 Lantana Rd	Lantana	FL	33462-1517	561-585-0247
16543	Jim	Ackroyd	Vision Ace Hardware, LLC	1009 N Brevard Ave	Arcadia	FL	34266-8844	863-494-6000
16575	Timothy S	Gibson	The Granite Group, LLC	7441 US Highway 301 S	Riverview	FL	33578-5313	813-405-8990
16580	Curtis	Blocker	Ace Vision Group, L.L.C	905 E Canal St	Mulberry	FL	33860-2531	863-774-6600
16581	Kenneth	Richards	FACCT INC	11768 Narcoossee Rd	Orlando	FL	32832-6971	321-234-3200
16587	Rickie W	Chancy	Wewa Ace Hardware, Inc.	702 N Highway 71	Wewahatchka	FL	32465-4043	850-639-4000

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
16596	Evan A	Bedford	Tavernier Hardware, inc	91900 Overseas Hwy	Tavernier	FL	33070-2632	305-852-2511
16634	James W.	Ackroyd	Vision Ace Hardware, LLC	3705 Tampa Rd Suite #8	Oldsmar	FL	34677-6300	813-814-2424
16648	Walter S	Toole II	University Ace Hardware, Inc.	3755 Alafaya Trl	Oviedo	FL	32765-4926	407-542-3746
16655	Charles R	Devine	DG Hardware, Inc.	1230 S Tamiami Trl	Osprey	FL	34229-9692	941-918-0001
16671	Robert	Shor	Dixie Hardgoods Company, LLC	6448 S Dixie Hwy	South Miami	FL	33143-4648	786-605-1471
16685	Hitesh	Patel	HNY16 LLC	2015 E Silver Springs Blvd	Ocala	FL	34470-6916	352-512-9467
16698	Orlando	Valdes	KLI Shell Lumber & Hardware LLC	102265 Overseas Hwy	Key Largo	FL	33037-4683	305-451-0311
16703	Michael A	Wynn	Sunshine Ace Hardware, Inc.	1015 W Bay Dr	Largo	FL	33770-3248	727-581-5077
16706	Hitesh	Patel	DAS Family, LLC	525 E 13th St	Saint Cloud	FL	34769-4710	407-957-0191
16784	Noor	Vallyani	Margate Blvd Hardware Store, Inc.	5843 Margate Blvd	Margate	FL	33063-2834	954-972-1711
16790	Richard	Anderson	Ace Hardware of Deland, LLC	245 S Woodland Blvd	Deland	FL	32720-5413	386-734-0444
16805	William R	Cronin	Cronin Ace Hardware-Nocatee, LLC	10870 US 1 N Unit 116	Ponte Vedra	FL	32081	904-907-2160
16808	Heralall	Ramjit	Elistway, LLC	7953 Normandy Blvd	Jacksonville	FL	32221-6640	904-813-7622
16824	Dale	Cowart	Ace Hardware of Debary LLC	220 N Charles Richard Beall Blvd	Debary	FL	32713-2156	386-320-0847
16829	Michael W.	Roberts	Ace Hardware of Pace, Inc.	4475 Woodbine Rd	Pace	FL	32571-8783	850-982-0007
16864	Ronald	Crowder	Crowder Bros. Hardware, Inc.	9516 Cortez Rd W	Bradenton	FL	34210-1800	941-761-8441
16873	Valdin	Llano	Ace Hardware of Kendall Inc	9869 SW 88th Street	Miami	FL	33176	786-857-6260
16914	Lutfi A.	Awwad	Haron Inc.	1118 8th Ave W	Palmetto	FL	34221-3810	941-212-6004
16949	Dana D.	Herndon	Herndon Hardware, LLC	3321 Beech Ridge Pl	Tallahassee	FL	32312-3864	850-765-4748
16954	Michael A.	Wynn	Sunshine Ace Hardware, Inc.	912a Kings Hwy	Port Charlotte	FL	33980-5247	941-629-4455
16958	Dan	Hessler	Hessler Paint & Ace Hardware, Corp	4591 W Atlantic Ave	Delray Beach	FL	33445-3834	561-495-8900
16959	Michael D.	Turner	Turner WGV LLC	6205 State Road 16	Saint Augustine	FL	32092-2108	904-907-2424
16973	Willie S.	Betts	Consolidated Ace of Freeport, Inc.	16320 US Highway 331 S	Freeport	FL	32439-4156	850-880-6969
16978	John	McMillan Jr.	Route 46 Ace Hardware, Inc.	5040 W State Road 46	Sanford	FL	32771-9248	407-330-9511
17033	James T.	McDonald	Suwannee River Ace Hardware, Inc.	105 Suwannee Ave NW	Branford	FL	32008-3273	386-935-1058
17058	William B.	Gibbs	Bryan's Ace Home Center, Inc.	18482 High Springs Main St	High Springs	FL	32643-0545	386-454-0622
17098	James David	Taylor	Mrt Lawn & Garden Center, Inc.	5175 Englewood	Venice	FL	34293-6019	941-493-1293
17107	Charles	Devine	DG Hardware, Inc.	2876 Ringling Blvd	Sarasota	FL	34237-5331	941-365-8802
17302	Rodney A.	Short	Jacaranda Ace Hardware LLC	337 Jacaranda Blvd	Venice	FL	34292-2450	941-220-7424
17322	Amy L	Jasso	DGJ Hardware Incorporated	1560 S Highway 29	Cantonment	FL	32533-6424	850-780-6088
17359	EDWARD W	STRUTTMANN	EDST, INC.	1847 S Patrick Dr	Indian Harbour Beach	FL	32937-4377	321-777-0777
17431	David James	Taylor	MRT Lawn & Garden Center, INC.	2775 El Jobean Rd	Port Charlotte	FL	33953-5740	941-883-7117
17437	John	Rigney R	Rigney's WPB Hardware Company	6770 Forest Hill Blvd	Greenacres	FL	33413-3322	561-623-7410
17439	Daniel	Shackell	Ace of Haze Enterprise, Inc	8501 Placida Rd	Cape Haze	FL	33946-2427	941-697-1669
17447	Michael	Wynn	Sunshine Ace Hardware Inc	5409 Manatee Ave W	Bradenton	FL	34209-3746	941-795-8442
17448	Michael	Wynn	Sunshine Ace Hardware Inc	2401 Lakewood Ranch Blvd	Lakewood Ranch	FL	34211-4955	941-748-8442
17512	James Leo	Stoner	Ace Hardware of Cape Haze, Inc.	12840 U S Rte 301	Dade City	FL	33525	352-467-7050
17538	Kristal	Arshed	North Fort Myers Hardware, LLC	4151 Hancock Bridge Pkwy	North Fort Myers	FL	33903-4292	239-202-0134
17545	John M	Meeks	LCNR Enterprises, LLC	403 N Hathaway Ave	Bronson	FL	32621-6122	352-486-4014
17607	Walter S. II	Toole	Aloma Ace Hardware, Inc.	6748 Aloma Ave	Winter Park	FL	32792-6801	321-972-8186
17622	Hitesh	Patel	US & UK United LLC	184 S Lake Shore Way	Lake Alfred	FL	33850-2746	863-845-2027
17647	Donald W	Hagan	Hagan Ace Hardware Of Yulee, INC.	85880 Miner Rd	Yulee	FL	32097-7260	904-694-2426
17691	Michael D	Turner	Turner Ace Monument LLC	2771 Monument Rd Ste. 12	Jacksonville	FL	32225-5549	904-738-8264
17702	John	McMillan Jr.	Dr. Phillips Ace Hardware, INC.	5142 Dr Phillips Blvd	Orlando	FL	32819-3312	407-988-3026

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
17704	Hitesh	Patel	T and P United INC	800 S US Highway 1	Vero Beach	FL	32962-4703	772-217-2330
17718	Carol	Throop	Moore's True Value Hardware, Inc.	7070 Seminole Pratt Whitney Rd Ste	Loxahatchee	FL	33470-3498	561-333-5090
17738	Jamie	Graham	Webster Hardware & Farm Supply, Inc	120 N Market Blvd	Webster	FL	33597-3961	352-793-4831
17765	Roy C	Carter III	Carter's Ace Hardware of Hunt Club,	510 S Hunt Club Blvd.	Apopka	FL	32703-4948	321-203-2141
17844	Eric	Chorey	CW Hardware, LLC	4831 Kerry Forest Pkwy	Tallahassee	FL	32309-2273	850-668-3389
17946	Hitesh	Patel	T And P United Inc	4132 Little Rd	New Port Richey	FL	34655-1721	727-376-0440
17960	Eric	Starr	Ace Hardware of Tampa LLC	4215 W Bay To Bay Blvd	Tampa	FL	33629-6605	813-415-3180
17967	James Leo	Stoner	Ace Hardware of Cape Haze, Inc.	4810 Allen Rd	Zephyrhills	FL	33541-3551	813-395-5141
18066	Carol	Throop	P.L.T. Hardware, LLC	10126 West Indiantown Road	Jupiter	FL	33478-4707	561-935-5548
18091	James T	McDonald	Jasper Ace Hardware, Inc.	202 Central Ave NW	Jasper	FL	32052-6152	386-792-1052
18107	James W	Ackroyd	Vision Ace Hardware, LLC	10523 Stringfellow Rd	Bokeelia	FL	33922-3245	239-283-7533
18156	Wendy Williams	Crumit	Max's Ace Hardware, LLC	11 C St	Haines City	FL	33844-5029	863-422-1631
18158	Rohn A	Schaefer	DG Hardware, INC	208 W Marion Ave	Punta Gorda	FL	33950-4415	941-639-7047
18205	Michael	Wynn	Sunshine Ace Hardware, Inc.	8850 Founders Square Dr. Unit #235	Naples	FL	34120-0732	239-387-1958
18216	Walter S	Toole II	Hamlin Ace Hardware, Inc.	5175 Hamlin Groves Trl	Winter Garden	FL	34787-4351	0 - -
18230	Bill	Worrall	Commercial Beach Hardware, Inc	232 Commercial Blvd	Lauderdale By The Sea	FL	33308-4438	954-776-5811
18254	Manish	Khullar	Ace at 1091 Oakleaf, LLC	1091 Oakleaf Plantation Pkwy	Orange Park	FL	32065-3623	000-000-0000
18287	Robert S	Osteen	Floridian Ace 25, L.L.C.	3626 Apalachee Pkwy	Tallahassee	FL	32311-3024	850-656-5947
18289	Rodney A	Short	Ace@ West Villages Marketplace, LLC	12236 Mercado Dr.	Venice	FL	34293	941-220-7424
18290	William M	Head	Santa Rosa Ace Hardware, Inc.	2202 US Highway 98 W	Santa Rosa Beach	FL	32459-5323	850-660-1597
18296	Jeffrey S	Gross	Gross Family Enterprises II Inc	1480 N US Highway 1	Ormond Beach	FL	32174-8701	386-238-9176
18361	Rohn Alan	Schaefer	DG Hardware, Inc.	7220 University Pkwy	Sarasota	FL	34240-8327	941-925-6715
18362	Justin	Crowder	Crowder Hardware, LLC	12480 Spring Hill Dr	Spring Hill	FL	34609-4900	352-686-4743
18364	Hitesh	Patel	DAS Family, LLC	5494 Lorkey Lane	Viera	FL	32940	321-305-5292
18370	Walter S	Toole II	South Lake Ace Hardware, Inc.	4425 S Highway 27	Clermont	FL	34711-5384	352-738-0778
18426	Donald W	Hagan	Hagan Ace Hardware of Orange Park,	1480 Park Ave	Orange Park	FL	32073-4908	904-639-5769
18461	Roy C	Carter Jr	Carter's Ace Hardware of Eustis, In	1750 N State Road 19	Eustis	FL	32726	352-800-4107
18467	James Austin	Burkett III	Ceba Retail LLC	8080 Moon Lake Rd	New Port Richey	FL	34654-5303	727-378-8738
18472	Hitesh	Patel	T And P United II Inc	10801 Starkey Rd Unit 16C	Largo	FL	33777-1159	727-498-6732
18506	Robert A Shor	Rev Trust	Alton Hardgoods Company LLC	1665 Alton Rd	Miami Beach	FL	33139-2428	305-754-2556
18608	Rohn Alan	Schaefer	DG Hardware, INC.	5471 Palmer Crossing Cir Unit 1	Sarasota	FL	34233-3208	941-278-4242
18618	Hitesh	Patel	T and P United III, Inc.	1169 SE Port St Lucie Blvd	Port Saint Lucie	FL	34952-5332	772-353-5373
18671	Beverly	Kelly	Dolphin Logistics, LLC	4531 Gunn Hwy	Tampa	FL	33624-6311	813-352-0400
18677	William R	Cronin	Cronin Ace Baymeadoews LLC	9802 Baymeadows Rd Unit#05	Jacksonville	FL	32256-7987	904-813-2562
18688	Justin	Crowder	Crowder Brothers LLC	320 75th Ave	St Pete Beach	FL	33706-1830	727-873-6911
18838	William B	Gibbs	Bryan's Ace Home Center, Inc.	6910 SE 221st St	Hawthorne	FL	32640-3989	352-481-9928
19583	Donald W	Hagan	Hagan Ace Hardware of Callahan, Inc	450037 State Road 200	Callahan	FL	32011-3832	904-773-0011
485	Wade L	Doss	BATES HARDWARE COMPANY	1709 Howell Mill Rd NW	Atlanta	GA	30318-3113	404-351-4240
487	Lewis	Reeves	REEVES HARDWARE COMPANY INC.	46 S Main St	Clayton	GA	30525-5477	706-782-4253
525	Richard D	Young	DILL'S HARDWARE INC.	352 Fitzgerald Hwy	Ocilla	GA	31774-3716	229-468-5281
533	H	Chandler	CHANDLER BROTHERS HARDWARE CO. INC.	115 N Wayne St	Milledgeville	GA	31061-3435	478-452-2613
811	Brian	Hodges	Hodges Ace Hardware, Inc.	501 Main St	Claxton	GA	30417-6863	912-739-4702
1016	Lemuel	Brooks	CULPEPPER LUMBER CO., INC.	816 Augusta Rd	Thomson	GA	30824-8488	706-595-3512
1275	W	Barnes	W.C. Barnes Store, Inc.	928 Veterans Memorial Hwy SW	Mableton	GA	30126-2747	678-265-8181

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
1306	Pernal	Franklin	TRAPNELL - TOMLINSON CO.	212 E Broad Street	Metter	GA	30439	912-685-5757
1512	William	Clegg	FARM & HOME SUPPLY, INC.	181 S Cherokee Rd	Social Circle	GA	30025-2802	770-464-3354
1537	Alex	Hill	HILL'S SUPPLY CO.	186 W Athens St	Winder	GA	30680-1783	770-867-3925
1700	Michael W	Keith	KEITH HARDWARE, INC.	2846 Chattanooga Valley Rd	Flintstone	GA	30725-2045	706-820-1334
1806	Rever	Morris	MORRIS'S	630 W 12th St	Alma	GA	31510-1959	912-632-7971
2045	Raymond	Harris	RAYMOND M. HARRIS & CO., INC.	386 W Cherry St	Jesup	GA	31545-1400	912-427-3767
2129	David	Lott	LOTT BUILDERS SUPPLY COMPANY, INC.	1201 Peterson Ave N	Douglas	GA	31533-2829	912-384-1800
2929	James	Mcgee	GEORGIA HARDWARE COMPANY INC.	10 W Main St	Forsyth	GA	31029-1747	478-994-2141
3045	Alex	Hill	HILL'S SUPPLY CO.	275 U S Hwy 78	Loganville	GA	30052	770-466-1991
4059	Daniel	Moore	Moore's Ace Hardware & Gifts Inc.	504 E Crawford St	Colquitt	GA	39837-5200	229-758-2428
4105	William	Bradley	BRADLEY BUILDERS, INC.	112 S 2nd Ave	Chatsworth	GA	30705-2928	706-695-2111
4319	H	Chandler	CHANDLER BROTHERS HARDWARE COMPANY	1895 N Columbia St	Milledgeville	GA	31061-2316	478-452-1205
4335	Thomas W	Barfield	KNIGHT'S ACE HARDWARE, INC.	837-39 S Main St	Cedartown	GA	30125	770-748-2742
4411	Gary	Johnson	HOME HARDWARE, INC.	3863 Saint Marys Rd	Columbus	GA	31906-4680	706-689-4228
4462	J Thomas	Glenn	ACE HARDWARE OF EAST ROME, INC.	610 Shorter Ave NW, Suite 1	Rome	GA	30165-4283	706-291-1939
4725	Herbert	Chandler	CHANDLER BROTHERS HARDWARE CO., INC	3011 N Columbia St	Milledgeville	GA	31061-8799	478-452-9111
5072	H	Hart	ISLAND ACE HARDWARE, INC.	329 Longview Plz	Saint Simons Is	GA	31522-2571	912-638-3800
5135	Thomas	Garrett	POSS ACE HARDWARE INC.	22 E Robert Toombs Ave	Washington	GA	30673-1736	706-678-1525
5466	John	Roberts	ACE HARDWARE OF SPARTA INC.	701 Hamilton St	Sparta	GA	31087-1840	706-444-6710
5582	Gary	Evans	VILLAGE HARDWARE & PAINT SUPPLY	3116 Maple Rd	Lindale	GA	30147-1307	706-232-3722
5631	Jonathan	Miller	MILLER HARDWARE COMPANY LLC	211 E Hill Ave	Valdosta	GA	31601-5705	229-244-0924
5632	Jonathan	Miller	MILLER HARDWARE COMPANY LLC	3137 N Oak Street Ext	Valdosta	GA	31602-1099	229-245-8054
5636	David	Mcmichael	NEWNAN ACE HARDWARE, INC.	73 Poplar Rd	Newnan	GA	30263-2241	770-251-0418
5695	James	Rogers	ROGERS ACE HARDWARE, INC.	42 E Underwood St	Cleveland	GA	30528-1272	706-865-2184
5749	William R	Jackson III	WRJ, INC.	1345 Sam Nunn Blvd	Perry	GA	31069-2121	478-987-9973
6642	Scott	Peterman	CIRCLE ACE HARDWARE, INC.	215 S Commercial Cir	Warner Robins	GA	31088-4611	478-922-3334
6672	George	Jackson	WESLEYAN ACE HARDWARE, Inc.	5020 Forsyth Rd	Macon	GA	31210-2107	478-471-7732
7479	Joseph	Smith	HANDY HARDWARE, INC.	3969 Lawrenceville Hwy	Tucker	GA	30084-4513	770-939-6842
7527	Lewis	Reeves	REEVES HARDWARE COMPANY, INC.	118 Chechero St	Clayton	GA	30525-5478	706-782-4219
7601	Calvin	Franklin	EQUINOX MANAGEMENT LLC	36 Surrey Plz	Hawkinsville	GA	31036-4633	478-892-9049
7737	Lewis	Reeves	REEVES HARDWARE COMPANY, INC.	7314 Highway 441 N	Dillard	GA	30537-2231	706-746-7414
8034	Thomas	Jones	JONES HOMETOWN HARDWARE, INC.	1083 E 3rd St	Jackson	GA	30233-2151	770-775-7501
8208	J Thomas	Glenn	ACE HARDWARE OF LAFAYETTE, INC.	1105 N Main St	La Fayette	GA	30728-2119	706-638-1732
8396	Chester	Davis	ACE HARDWARE OF GRAY INC.	243 West Clinton Street	Gray	GA	31032-5327	478-986-9200
8844	Elliott E	Lanier	REIDSVILLE ELECTRIC, INC.	223 W Brazell St	Reidsville	GA	30453-4407	912-557-6785
8941	David	Jones	DECATUR HARDWARE SUPPLY INC.	1404 Scott Blvd	Decatur	GA	30030-1424	404-378-6006
9015	James	Garner	GARNER VENTURES, INC.	693 E Church St	Jasper	GA	30143-1314	706-692-5929
9108	Marsha	Lutz	Holloway's Hardware, Inc.	302 S Jefferson Ave	Eatonton	GA	31024-1130	706-485-8550
9135	Harold	Crump	ERWIN'S HOME SUPPLIES, INC.	170 West Belmont Drive SW	Calhoun	GA	30701	706-629-3028
9325	Royal	Jackson	HELEN HARDWARE, INC.	8160 S Main St	Helen	GA	30545-3647	706-878-3230
9744	Timothy	Harris	RAYMOND M. HARRIS & CO., INC.	15453 US Highway 17	Townsend	GA	31331-3859	912-567-1136
9866	T Kenneth	Sculley	TOM HORNE SUPPLY COMPANY	218 W Monroe St	Thomasville	GA	31792-5421	229-226-3031
10508	Jason C	Sutton	A-PLUS HARDWARE, INC.	5132 Joe Frank Harris Pkwy NW	Adairsville	GA	30103-5328	770-773-3388
10565	Matthew	Cochran	BUILDERS SUPPLY, INC.	3271 US Highway 84	Blackshear	GA	31516-2141	912-449-4726

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
10648	Douglas	Eifrid	DNE, INC.	854 N Highland Ave NE	Atlanta	GA	30306-4507	404-874-5619
10941	Carlton	Newberry	DONALSONVILLE HARDWARE, INC.	1405 S Tennille Ave	Donalsonville	GA	39845-1987	229-524-1380
11019	Charles	Wells Sr	WELLS HARDWARE & SUPPLY, INC.	108 E 8th Ave	Cordele	GA	31015-4354	229-273-1951
11567	George	Jackson Jr	RUTLAND ACE HARDWARE, LLC	6173 Houston Rd	Macon	GA	31216-6609	478-788-2778
11589	Matthew	Cochran	Builder's Supply, Inc.	5909 N 2nd St	Folkston	GA	31537-9356	912-496-7771
11716	Michael D	Cox	BARNESVILLE HARDWARE COMPANY, LLC	916 Highway 341 S	Barnesville	GA	30204-3771	770-872-3661
11887	Paul	Harwood	REDWARE, LLC	964 Ralph David Abernathy Blvd SW	Atlanta	GA	30310-1833	404-755-5599
12110	Bo	Barrow	BARROW AUTOMOTIVE, INC.	29 S Broad St	Butler	GA	31006-5522	478-862-5205
12123	James	Royal Sr	ROYAL BROS., INC.	2415 Coastal Hwy 17 S	Richmond Hill	GA	31324	912-756-3424
12133	William A.	Perkins III	SALTER BUILDING SUPPLY, INC.	287 Old Millen Hwy	Waynesboro	GA	30830-8803	706-554-9977
12147	Jerry	Shaifer	Lake Oconee Ace LLC	1022 Lake Oconee Parkway	Eatonton	GA	31024	706-485-6574
12225	A	Rocker	ROCKER SUPPLY, INC.	517 N Hwy 25	Millen	GA	30442	478-982-2856
12324	Josa	Harris	RAYMOND M HARRIS & CO INC	1012 W Oglethorpe Hwy	Hinesville	GA	31313-5424	912-876-2147
14000	Lemuel	Brooks	CULPEPPER LUMBER CO., INC.	4532 Washington Rd	Evans	GA	30809-3802	706-863-7109
14152	Ralph A	Lukowiak	CLW ENTERPRISES, LLC	10875 Jones Bridge Rd	Alpharetta	GA	30022-6538	770-442-5030
14350	George	Jackson	RIVERSIDE ACE HARDWARE, LLC	3600 Riverside Dr	Macon	GA	31210-2510	478-474-6454
14407	Randy	West	ISLANDS HARDWARE GROUP, INC.	318 Johnny Mercer Blvd Ste 5	Savannah	GA	31410-2196	912-897-1288
14441	Lee M	Mayfield Jr	MAYFIELD HARDWARE COMPANY	2171 Elm St NE	Covington	GA	30014-2443	770-786-2550
14707	Tom	Glenn	ACE HARDWARE OF RINGGOLD, LLC	100 Helpful Pl	Ringgold	GA	30736-5994	706-935-2231
14746	H Hal	Hart III	ISLAND ACE HARDWARE, INC.	2807 Demere Rd	St Simons Island	GA	31522-1618	912-634-0523
14769	Matthew	Cochran	Builders Supply, Inc.	14133 Cleveland St E	Nahunta	GA	31553-9496	912-462-7552
14788	J Leon	Cochran	Builders Supply Inc. - Camden	1060 E King Ave	Kingsland	GA	31548-6327	912-729-4704
14794	J Leon	Cochran	Builders Supply Inc. - Camden	687 Charlie Smith Sr Hwy	Saint Marys	GA	31558-3049	912-729-2648
14829	Joseph H	Smith	HANDY ACE HARDWARE, LLC	2684 Winder Hwy	Dacula	GA	30019-1671	770-339-0901
14908	Chadwick H	Spinks	MACK'S HARDWARE & HOME, INC.	880 Dogwood Rd	Lawrenceville	GA	30044-5797	678-344-1555
14941	Eric T	Allison	CAH ACQUISITIONS, LLC	924 West Ave	Cartersville	GA	30120-6134	770-382-1298
14976	Michael G	Gandy	MCG HARDWARE COMPANY	26 McCain Pass	Marble Hill	GA	30148-2258	770-893-4111
15003	Vickie	Cox	EAST LAKE HARDWARE COMPANY, LLC	1750 Hwy 81 E	McDonough	GA	30252-3032	770-914-5065
15078	David	Miller	DAVID MILLER, INC.	213 Spaulding Rd	Montezuma	GA	31063-1723	478-472-2222
15194	William T	Coogle	REYNOLDS IGA FOODLINER, INC.	714 W 4th St	Adel	GA	31620-2656	229-896-5055
15231	J Thomas	Glenn	ACE HARDWARE OF CHICKAMAUGA	36 General Bushrod Johnson Ave.	Chickamauga	GA	30707	706-375-2111
15313	Charles	Warren	CHAS MAR HOLDINGS, INC.	6301 Oak Street	Eastman	GA	31023-8926	478-374-3391
15315	Charles	Warren	CHAS MAR HOLDINGS, INC.	6 W Oak St	Mc Rae	GA	31055-4332	229-868-5406
15371	B P (Skip)	James Jr	JAMES HOLDING COMPANY, LLC	886 Elbert Street	Elberton	GA	30635-2628	706-283-3054
15373	B P (Skip)	James Jr	JAMES HOLDING COMPANY, LLC	994 Franklin Springs St	Royston	GA	30662-3908	706-245-0091
15395	Hasan	Yousef (Carlos)	ONE STOP HARDWARE, LLC	877 N Church St	Blakely	GA	39823-2261	229-723-3801
15420	Allen	Dawson	Smith Hardware Delk Road LLC	2900 Delk Rd SE Ste 2400	Marietta	GA	30067-5336	770-800-3800
15529	Parminder	Singh	THE NEW ERA HARDWARE INCORPORATED	1733 Washington Rd	East Point	GA	30344-4151	404-761-2640
15586	Steven	Walls	WALLS & WALLS ENTERPRISES, INC.	2932 Canton Rd-Ste 280	Marietta	GA	30066-3861	770-428-0500
15590	Brian	Lucas	BLECKLEY HARDWARE, INC.	116 Highway 87 Byp N	Cochran	GA	31014-6042	478-934-1222
15615	Robert G	Strickland III	R G STRICKLAND SUPPLY, LLC	535 General Daniel Ave N	Danielsville	GA	30633-6915	706-795-2260
15641	Preston	Bullock	JAY'S HARDWARE INC	101 Walden St	Wrens	GA	30833-4518	706-547-0040
15785	Alta	Lance	ACE HARDWARE BLUE RIDGE, LLC	4344 Old Highway 76	Blue Ridge	GA	30513-8060	706-632-8002
15817	Clarence E	Smith	Artistic Builders Supply, Inc.	963 Buford Dr	Lawrenceville	GA	30043-4525	770-963-5222

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
15859	Chadwick H	Spinks	Macks Hardware Athens, LLC	4250 Atlanta Hwy	Athens	GA	30606-0801	706-369-8000
15861	Chadwick H	Spinks	Macks Hardware Watkinsville, LLC	2041 Hog Mountain Rd	Watkinsville	GA	30677-1954	706-769-8578
15911	William J	Reeves	Reeves Hardware Company	95 Bo James St	Clayton	GA	30525-5879	706-960-9090
16037	Zachary	Stafford	Stafford Partners Midtown, LLC	860 Juniper St NE	Atlanta	GA	30308-1325	404-228-2291
16111	David	Bowles Sr.	Bowles Investment Group, LLC	706 Mall Blvd	Savannah	GA	31406-4836	912-544-6453
16358	Michael T	Hubert	Pan Tack Inc.	5127 Wrightsboro Rd	Grovetown	GA	30813-2803	706-922-9735
16409	Adam	Keith	Keith Hardware, Inc.	2105 E Walnut Ave	Dalton	GA	30721-4552	706-529-2231
16462	Paula L	Johnson	Home Hardware Inc.	7390 Blackmon Rd	Columbus	GA	31909-4477	706-221-6920
16542	Michael A	Harwell	Marlin Holdings, LLC	2365 Peachtree Rd NE	Atlanta	GA	30305-4147	404-841-9525
16674	Zach	Stafford	Stafford Partners Grant Park, LLC	519 Memorial Dr SE, Ste A1	Atlanta	GA	30312-2218	678-973-0711
16738	Joseph	Hiers	Hijo Investments LLC	870 E Parker St	Baxley	GA	31513-7075	912-367-2600
16741	Susan	Harlan	Vickery Hardware Company	881 Concord Rd SE	Smyrna	GA	30080-4270	770-435-4567
16932	Matthew	Colston	Cornelia Ace Hardware, Inc.	283 GA-105	Cornelia	GA	30531	706-778-1223
16956	Brian	Fisk	Chamblee Ace Hardware, LLC	5446 Peachtree Blvd	Chamblee	GA	30341-2235	770-881-7922
16987	Michael	Harwell	Marlin Holdings 2, LLC.	4365 Roswell Rd NE	Atlanta	GA	30342-3315	404-255-2411
16991	David	Miller	David Miller, Inc.	134 S Lee St	Americus	GA	31709-3506	229-924-1234
17066	Matt	Beverly	Beverly's Hardware and Outdoor Powe	1963 Jesse Jewell Pkwy NE	Gainesville	GA	30501	470-768-6118
17328	Mike	Huber	Augusta Ace, LLC	2803 Wrightsboro Rd	Augusta	GA	30909-3913	706-364-5370
17336	Jyoti	Joshi	Reenaa Management Inc	275 Highway 78 W	Temple	GA	30179-3714	678-506-4110
17347	Timothy	Harris	Raymond M. Harris & CO., Inc.	2195 Perry Lane Rd	Brunswick	GA	31525-9725	912-574-5835
17352	Preston L.	Bullock	Summit Hardware Group LLC	612 S Harris St	Sandersville	GA	31082-2821	478-232-3273
17366	Lisa W.	Lusk	Lusk & Walls LLC	7337 Main St	Woodstock	GA	30188-5033	770-926-3281
17413	Tom	Glenn	Elder's Ace Hardware of Trenton, LL	11665 S Main St	Trenton	GA	30752-2830	706-657-4334
17457	D William	Osteen SR.	Crossroads Ace Hardware LLC	8122 Dallas Acworth Hwy	Dallas	GA	30132-7930	678-363-8191
17462	Randy	West	Berwick Hardware, LLC.	5698 Ogeechee Rd	Savannah	GA	31405-9500	912-219-3619
17468	L. Ricky	Bruce	Blackwell & Bruce, Inc.	4420 Highway 213	Mansfield	GA	30055	770-786-3060
17485	JPB-HHC	Investors, LLC	The Helpful Hardware Company, LLC	2000 Canton Hwy	Cumming	GA	30040-5150	678-666-1310
17487	JPB-HHC	Investors, LLC	The Helpful Hardware Company, LLC	8026 Cumming Hwy	Canton	GA	30115-9337	770-720-3826
17498	JPB-HHC	Investors, LLC	The Helpful Hardware Company, LLC	4715 Hammond Industrial Dr	Cumming	GA	30041-5521	770-888-2440
17500	JPB-HHC	Investors, LLC	The Helpful Hardware Company, LLC	4947 Atlanta Hwy	Alpharetta	GA	30004-2922	678-666-1310
17542	David G	Autry	Autry's Ace Hardware, LLC	3540 Thompson Bridge Rd	Gainesville	GA	30506-1501	678-971-1155
17564	Warren Anthony	Pegram	Out4Fun Franchises, LLC	6385 Old National Hwy Ste 120	South Fulton	GA	30349-4347	404-806-8248
17572	Reid	Hutchings	Miles True Value Hardware, Inc. 11/	2006 Highway 54 W	Peachtree City	GA	30269-4743	770-487-7533
17580	Anil	Patel	Sai Ram Management Inc	1864 Northside Dr E	Statesboro	GA	30458-2138	912-259-9959
17584	Jyoti	Joshi	United AACE Corporation	7295 Lee Rd	Lithia Springs	GA	30122-2846	770-948-1222
17598	William B	Jones	Convenience Stores, Inc.	171 N Lee St	Forsyth	GA	31029-2123	478-992-0100
17661	Robert O	Thomas	Baell Mercantile, LLC	550 1st St NE	Moultrie	GA	31768-3404	229-985-5151
17664	Preston	Bullock	Summit Hardware Grp of North Georgi	13365 Jones St	Lavonia	GA	30553-1164	706-466-5232
17686	Dwight	Glover	Dunwoody Village Ace, Inc	1316 Dunwoody Village Pkwy	Atlanta	GA	30338-4125	770-394-6938
17723	John	Triplett	Mt Vernon Grocery Company, Inc	304 S Railroad Ave	Mount Vernon	GA	30445-3066	912-583-0095
17735	Prajesh	Patel	OMAAJAYA, INC.	3162 Johnson Ferry Rd	Marietta	GA	30062-7604	770-992-2655
17754	Scott	Peterman	Byron Ace Hardware, INC.	237 GA Highway 49 S	Byron	GA	31008-7043	478-956-4929
17957	Michael T	Hubert	Warrenton Ace Hardware LLC	153 Legion Dr	Warrenton	GA	30828-8453	706-914-5041
17961	Mike	Fisk	West Paces Ace Hardware LLC	3535 Northside Pkwy NW Ste T1	Atlanta	GA	30327-2309	404-261-6000

ACTIVE MEMBER STORES AS OF DECEMBER 31, 2023

1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
17981	Chadwick H	Spinks	Macks Hardware Madison LLC	2640 Eatonton Rd	Madison	GA	30650-5003	706-247-8517
18018	Thomas L	Coogle	Ace Ops Tifton, LLC	2202 US Highway 41 N	Tifton	GA	31794-2768	229-472-6095
18042	Anil	Patel	Sai Ram Management Inc	620 Central Dr	East Dublin	GA	31027-7414	478-304-1190
18045	William L	Cochran Jr	Builder's Supply, Inc.	136 Industrial Rd	Sylvania	GA	30467-1827	912-564-2003
18046	William B	Jones	Convenience Stores, Inc.	9160 GA Highway 212 W	Monticello	GA	31064-3744	762-600-1405
18068	Mark	Luther	TMC Ace Enterprises, LLC	2983 N Druid Hills Rd NE	Atlanta	GA	30329-3909	404-325-8000
18069	Darin	Workman	The Helpful Hardware Company, LLC	1715 Dennis Kemp Ln NW	Kennesaw	GA	30152-7745	770-514-1001
18140	John	Raines	JTR Stone Creek, Inc.	703 W Spring St	Monroe	GA	30655-1789	470-970-4223
18148	Darin	Workman	The Helpful Hardware Company, LLC	1110 N Park St	Carrollton	GA	30117-2229	770-832-0114
18176	Michael D	Cox	Union Grove Hardware Company, LLC	2250 Highway 155 N	McDonough	GA	30252-4806	770-914-5065
18209	Tina	Holt	Holt's Hardware LLC	305 S Main St	Ellijay	GA	30540-3202	706-635-2236
18225	Preston	Bullock	Oakwood Hardware LLC	3446 Winder Hwy	Flowery Branch	GA	30542-3007	770-287-0010
18226	Cason	Devane	Swainsboro Supply Company, Inc.	360 E Main St	Swainsboro	GA	30401-3601	478-237-8876
18232	Joseph R	Sheffield Jr.	Ace at Oakland, Inc	136 Carlton Dr	Leesburg	GA	31763-5651	229-302-2773
18261	Preston	Bullock	Hartwell Hardware of GA LLC	108 Athens St	Hartwell	GA	30643-1851	706-371-3658
18272	Richard D	Young	Ace of Thomasville, LLC	2730 E Pinetree Blvd	Thomasville	GA	31792-4827	229-516-8590
18298	William B	Jones	Convenience Stores, INC.	9215 US-19	Zebulon	GA	30295	470-745-6325
18321	Sunil	Soni	Woodstock Hardware LLC	115 Colony Center Dr	Woodstock	GA	30188-4633	404-446-3733
18347	John David	Hudson	LJ LLC	3321 Holley Rd.	Lizella	GA	31052-3412	478-935-2883
18474	J Thomas	Glenn	Elder's Ace Hardware of Varnell, LL	4158 Highway 2	Dalton	GA	30721-1368	706-852-1790
18479	Preston	Bullock	Commerce Hardware Group LLC	208 Homer Rd	Commerce	GA	30529-1845	706-872-6617
18504	Christopher	Karwick	Grayson Ace LLC	2178 Britt St	Grayson	GA	30017-1648	404-704-0393
18513	Matthew	Szuda	Szuda Family Enterprises Inc..	12350 Arnold Mill Rd Ste B1	Alpharetta	GA	30004-6624	470-268-7862
18516	Ronak	Parikh	Bolster Hardware II, LLC	6530 Church St	Douglasville	GA	30134-1806	770-942-7044
18518	Ronak	Parika	Bolster Hardware II, LLC	3960 Holcomb Bridge Rd	Peachtree Corners	GA	30092-2206	770-448-3390
18574	Ronak	Parika	Bolster Hardware II, LLC	4160 Buford Dr	Buford	GA	30518-3440	770-932-1458
18576	Ronak	Parikh	Bolster Hardware II, LLC	3740 Village Way	Braselton	GA	30517-5103	770-867-2340
18578	Ronak	Parikh	Bolster Hardware II, LLC	1264 Green St	Conyers	GA	30012-5410	770-483-8818
18580	Ronak	Parikh	Bolster Hardware II, LLC	1056 Honey Creek Rd SE	Conyers	GA	30013-2908	770-760-0410
18659	Darin	Workman	The Helpful Hardware Company, LLC	5137 Cleveland Hwy	Gainesville	GA	30506-2875	678-666-1310
18676	Baljinder	Singh	Brother Ace Hardware Inc.	3204 Highway 155 South	Locust Grove	GA	30248-3512	000-000-0000
18727	Joseph R	Sheffield	Ace Hardware of Dawson, Inc	873 Forrester Dr SE	Dawson	GA	39842-2044	229-695-9057
18755	George	Jackson Sr	First Street Ace, LLC	672 1st St.	Macon	GA	31201	478-474-6540
18767	George	Jackson Jr	Blue Sky Hardware, LLC	126 W College St	Griffin	GA	30224-4238	770-233-0902
18785	Robert G	Strickland III	R G Strickland Supply Colbert, LLC	6145 Highway 72 W	Colbert	GA	30628-2424	706-788-2878
18786	Robert G	Strickland III	R G Strickland Supply Crawford, LLC	145 Coile Dr	Crawford	GA	30630-2538	706-743-6085
18798	Randy	West	Rincon Hardware Operating LLC	591 S Columbia Ave	Rincon	GA	31326	912-897-1288
18814	Matthew	Cochran	Builder's Supply, Inc.	623 E Franklin St	Sylvester	GA	31791-7231	000-000-000
18840	J Thomas	Glen	Elder's Ace Hardware of Dallas, GA,	780 Seaboard Dr	Dallas	GA	30132-5549	770-575-0736
1746	Byron	Yamashiro	YAMASHIRO BUILDING & SUPPLY, INC.	45-552 Kamehameha Hwy	Kaneohe	HI	96744-1944	808-247-2175
2223	William	Marrs	MARMAC INC.	334 Alamaha St	Kahului	HI	96732-2420	808-877-3931
2325	George	Fujiwara	PIONEER CONTRACTING COMPANY LIMITED	930 Kilani Ave	Wahiawa	HI	96786-2102	808-622-7001
4568	Darryl	Leer	LEER AND LEER, INC.	10 Mohala St	Kaunakakai	HI	96748	808-553-5350
5623	George	Fujiwara	PIONEER CONTRACTING COMPANY LIMITED	66-134 Kamehameha Hwy	Haleiwa	HI	96712-1419	808-622-7002

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
8991	George	Fujiwara	PIONEER CONTRACTING COMPANY LIMITED	55-510 Kamehameha Hwy, Suite 11	Laie	HI	96762-1139	808-622-7003
11718	Guy K	Kamitaki	ACE HARDWARE HAWAII, INC.	550 Kilauea Ave	Hilo	HI	96720-3040	808-961-3741
11727	Guy K	Kamitaki	ACE HARDWARE HAWAII, INC.	1280 S Kihei Rd	Kihei	HI	96753-5296	808-879-7060
11732	Guy K	Kamitaki	ACE HARDWARE HAWAII, INC.	82-6066 Mamalahoa Hwy	Captain Cook	HI	96704-8204	808-323-2655
11733	Guy K	Kamitaki	ACE HARDWARE HAWAII, INC.	55 Pukalani St	Makawao	HI	96768-8544	808-572-5566
11735	Wayne K	Kamitaki	BFS, INC.	4100 Rice St	Lihue	HI	96766-1447	808-245-4091
11737	Guy K	Kamitaki	ACE HARDWARE HAWAII, INC.	1105 KUHIO HWY	KAPAA	HI	96746	808-822-7751
11738	Guy K	Kamitaki	ACE HARDWARE HAWAII, INC.	95-5656 Mamalahoa Hwy	Naalehu	HI	96772	808-929-9030
11739	Guy K	Kamitaki	ACE HARDWARE HAWAII, INC.	16-586 Old Volcano Rd	Keaau	HI	96749-8115	808-966-7170
11741	Guy K	Kamitaki	ACE HARDWARE HAWAII, INC.	4469 Waialo Rd	Eleele	HI	96705	808-335-3184
11742	Guy K	Kamitaki	ACE HARDWARE HAWAII, INC.	74-5500 Kaiwi St	Kailua Kona	HI	96740-1609	808-329-2981
11744	Wayne K	Kamitaki	BFS, INC.	67-1149 Mamalahoa Hwy	Kamuela	HI	96743-8496	808-885-6059
14114	Guy K	Kamitaki	ACE HARDWARE HAWAII, INC.	92-8691 Lotus Blossom Ln	Ocean View	HI	96737	808-929-7315
15294	Guy K	Kamitaki	ACE HARDWARE HAWAII, INC.	15-2660 Keaau Pahoa Road	Pahoa	HI	96778-7778	808-965-6459
15773	William	Maars	Marmac, Inc	11 La'a St	Kahului	HI	96732	808-633-4272
16754	Byron	Yamashiro	Yamashiro Building & Supply, Inc.	3384 Waialae Ave	Honolulu	HI	96816-2637	808-732-2888
16806	Mark	Schulein	Lifestyle Hui LLC	5-4280 Kuhio Hwy	Princeville	HI	96722	808-826-6980
17509	Guy	Kamitaki	Ace Hardware Hawaii, Inc.	325 Keawe St Ste A101	Lahaina	HI	96761-2728	808-667-4311
17906	Guy	Kamitaki	Ace Hardware Hawaii, Inc.	845 Kanoelohua Ave Bldg B	Hilo	HI	96720-5145	808-969-3637
17928	Guy	Kamitaki	Ace Hardware Hawaii, Inc.	68-1820 Waikoloa Road, Suite 201	Waikoloa	HI	96738	808-657-4118
154	Andrew M.	Harland	HARLAND HARDWARE INC.	1305 141st St	Perry	IA	50220-8128	515-465-2177
195	Douglas	Schueth	SCHUETH ACE HARDWARE	6 W Main St	New Hampton	IA	50659-2102	641-394-2375
1018	Thomas R	Cappel	CAPPEL IMPLEMENT CO. INC.	110-116 Chestnut St	Atlantic	IA	50022	712-243-4712
3085	Steve D	Yotty	YOTTY'S INC	501 B Avenue	Kalona	IA	52247	319-656-2512
3397	Joe	Fink	Oelwein Ace Hardware Paint & Rental	20 N Frederick Ave	Oelwein	IA	50662-1735	319-283-3826
4888	Rhonda	Ruppert	RUPPERT, INC.	120 2nd Ave SE	Cresco	IA	52136-1838	563-547-2936
5027	Jason	Rueter	SIBLEY HARDWARE, INC	931 2nd Ave	Sibley	IA	51249-1504	712-754-2694
5182	Lorne	Koenig	MARENGO FARM + HOME, INC	365 Western Ave	Marengo	IA	52301-0166	319-642-5584
6636	Gary	O'Donnell	O'DONNELL ACE HARDWARE, INC.	411 7th Ave S	Clinton	IA	52732-5633	563-242-8523
6684	Gary	O'Donnell	O'DONNELL ACE HARDWARE, INC.	5715 Hickman Rd	Des Moines	IA	50310-1125	515-255-2240
6692	Gary	O'Donnell	O'DONNELL ACE HARDWARE, INC.	703 E 18th St	Cedar Falls	IA	50613-4320	319-277-4690
6906	Gary	O'Donnell	O'DONNELL ACE HARDWARE, INC.	3825 Center Point Rd NE	Cedar Rapids	IA	52402-2941	319-395-7770
7997	Gary	Fick	FICK INC.	409 Central Ave	Estherville	IA	51334-2236	712-362-3745
8327	Kenneth	Schwenker	STANDARD OF BEAVERDALE, INC	11194 Twin Ponds Dr	W Burlington	IA	52655-8506	319-754-5174
8364	John W	Driscoll	Driscoll Hardware LLC	205 W Welsh	Williamsburg	IA	52361	319-668-1991
8455	Kairee	Witt	AUDUBON HARDWARE INC	215 Broadway St	Audubon	IA	50025-1140	712-563-2764
9597	Sara	Carpenter	STEVE'S ACE HARDWARE, INC	200 S Locust St	Dubuque	IA	52003-7416	563-588-9755
9859	John	Bock	BOCK & WARNER HARDWARE, INC.	222 1st Ave S	Mount Vernon	IA	52314-1607	319-895-8183
9865	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	721 W Broadway	Council Bluffs	IA	51501-4103	712-323-4800
10518	Jeff	Olson	LJJ HARDWARE INC.	209 1st Ave	Rock Rapids	IA	51246-1503	712-472-2756
10621	Julie	Spilde	G&J AULWES INC	200 E Main St	Decorah	IA	52101-1846	563-382-3538
10956	Corey	Boyer	CARROLL HARDWARE INC	853 Plaza Dr	Carroll	IA	51401-2636	712-792-8132
11298	Gary	O'Donnell	O'DONNELL ACE HARDWARE, INC.	4808 University Ave	Des Moines	IA	50311-3304	515-277-0062
11325	Christopher	Sterk	JOHNSTON HARDWARE INC.	5800 Merle Hay Rd	Johnston	IA	50131-1217	515-276-2854

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
11520	Gary	O'Donnell	O'DONNELL ACE HARDWARE, INC.	615 24th St	Ames	IA	50010-4809	515-232-1791
11524	Mark	Hayman	HAYMAN HARDWARE LC	1716 W 4th St	Davenport	IA	52802-1828	563-323-8553
11591	Mitch	Meis	Lenoch & Cilek Ace, LLC	600 N Dodge St	Iowa City	IA	52245-2008	319-354-4112
11598	Sara	Carpenter	STEVE'S ACE HARDWARE, INC.	3350 John F Kennedy Rd	Dubuque	IA	52002-1053	563-690-1500
11668	Gary	Fick	FICK, INC.	3401 Bergquist Ave	Spirit Lake	IA	51360-7605	712-336-3373
12060	Mitch	Meis	LENOCH & CILEK Ace, LLC	1558 Mall Dr	Iowa City	IA	52240-3110	319-354-4143
12197	Paul	Nowasell	PAUL'S TRUE VALUE, INC.	820 West St	Grinnell	IA	50112-2110	641-236-4825
14034	Douglas	Schueth	SCHUETH ACE HARDWARE	300 Gilbert St	Charles City	IA	50616-3628	641-228-5235
14203	Andrew	Harland	BOONE ACE HARDWARE L.L.C.	1735 S East Marshall	Boone	IA	50036-7188	515-432-3543
14316	Gary	O'Donnell	O'DONNELL ACE HARDWARE, INC.	2727 Beaver Ave	Des Moines	IA	50310-3932	515-279-4245
14328	Stacy	Boyer	Storm Lake Ace Hardware, Inc.	1405 Lake Ave	Storm Lake	IA	50588-1909	712-213-2230
14661	Richard D.	Cappel	DJMA INC.	5003 EP True Pkwy Ste 175	West Des Moines	IA	50265-2852	515-225-4323
14861	Christopher J	Niemann	Niemann Foods, Inc.	2122 Main St	Keokuk	IA	52632-2764	319-524-1398
14880	Craig	Jones	C & H Jones, Inc.	1901 E Washington St	Washington	IA	52353-2173	319-653-6700
14928	George	Harvey	Park Fair Hardware LLC	100 E Euclid Ste 11	Des Moines	IA	50313-4564	515-243-6000
15048	Andrew M	Harland	JEFFERSON ACE HARDWARE LLC	403 W Head Street	Jefferson	IA	50129	515-386-3215
15398	Paul	Nowasell	TAMA TOLEDO ACE INC.	419 State St	Tama	IA	52339-2303	641-481-7009
15966	James R	Axline	Ace Hardware of Altoona, Inc.	340 8th St SE	Altoona	IA	50009-1958	515-967-0808
16245	Joseph	Jeffries	Westlake Hardware, Inc.	1601 N Broadway St	Red Oak	IA	51566-1027	712-623-3662
16360	Christopher	Sterk	G & S Hardware, Inc.	3020 SW Oralabor Road	Ankeny	IA	50023	515-809-1104
16447	Richard D.	Cappel	DJMA Inc.	1120 Sunset Dr	Norwalk	IA	50211-1340	515-809-1731
16449	James R	Axline	Axline's True Value Hardware, Inc.	123 Lincoln Hwy	Nevada	IA	50201-1522	515-382-2184
16453	Kenneth C.	Kopetsky	Kopetsky, Inc.	510 8th St SE	Orange City	IA	51041-1972	712-707-2813
17378	Theodore	Ramsey	TB Ramsey Enterprises LLC	106 W Ohio St	Lenox	IA	50851-1141	641-333-2844
17550	Jay	Devries	Brothers Market Four, Inc.	1022 Skylar St	Denver	IA	50622-7714	319-406-0004
17656	Richard D.	Cappel	DJMA Inc.	506 N Jefferson Way	Indianola	IA	50125-1701	515-809-0653
17802	Richard G.	Breeding	Breeding Hardware Inc.	1317 N John Wayne Drive	Winterset	IA	50273	515-462-2984
17858	Doug	Christner	Christner Hardware, Inc.	55 S Dubuque St	North Liberty	IA	52317-9285	319-665-2386
17971	Sara	Carpenter	Steve's Ace Hardware, Inc.	456 Peosta Road	Peosta	IA	52068	563-213-5639
18003	Gregg	Peters	Sioux City Ace Hardware, Inc.	4200 War Eagle Dr	Sioux City	IA	51109-1700	712-268-6500
18206	Jay	Devries	Brothers Ace 3, LLC	440 S Illinois Ave	Mason City	IA	50401-4440	641-424-6101
18212	Jay	Devries	Brothers Ace 2, LLC	150 W US Highway 18	Garner	IA	50438-1064	641-923-3003
18214	Jay	Devries	Brothers Ace 1, LLC	580 US Highway 18 E	Clear Lake	IA	50428-1439	641-357-7080
18405	Edward J.	Merscham	Merschman Hardware & Building Suppl	650 E Le Claire Rd	Eldridge	IA	52748-1708	563-285-2241
18654	Mitch	Fridolfson	North Central Iowa Supply, LLC	1700 13th St N	Humboldt	IA	50548-1109	515-332-7973
18723	Leo	Kopetsky	Kopetsky, Inc.	23 1st Ave SW	Le Mars	IA	51031-3513	712-546-7733
18797	Christopher J	Niemann	Niemann Foods, Inc.	615 16th Ave SE	Dyersville	IA	52040-2050	608-838-4285
18829	Brad	Cole	Wise Block Hardware, LLC	312 1st St E	Independence	IA	50644	319-334-2362
19083	Christopher J	Niemann	Niemann Foods, Inc.	2617 1st Ave E	Newton	IA	50208-2700	641-791-9614
19104	Corey	Boyer	Polk City Hardware, Inc.	945 S 3rd Street	Polk City	IA	50226	000-000-0000
2413	Laura	Bohle	IDAHO INDUSTRIAL SALES, INC	201 5th St	Rupert	ID	83350-1707	208-436-0221
3352	Laura	Bohle	IDAHO INDUSTRIAL SALES, INC.	2556 Overland Ave	Burley	ID	83318-2941	208-678-5534
3656	Robert	Diers	DIERS HOME IMPROVEMENT CENTER	318 Sunset Dr	Arco	ID	83213-8749	208-527-3444
4538	Jeremy	Weeks	Erb's Ace Hardware, LLC	141 Thain Rd	Lewiston	ID	83501-4844	208-746-0441

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
5139	David	Anderson	CO-OP GAS AND SUPPLY CO., INC.	125 Tibbetts Dr	Ponderay	ID	83852-9754	208-263-6820
5314	Scott	Steinmetz	Hayes Foods Inc.	10840 Highway 12	Orofino	ID	83544-9371	208-476-4317
6137	Dirk	Tolmie	DR, Inc.	1 East Owyhee Avenue PO Box 966	Homedale	ID	83628-0966	208-337-5006
6529	Scott	Porter	Sandpoint Drug, Inc.	604 N 5th Ave	Sandpoint	ID	83864-1520	208-263-1408
6967	Paul	Gebo	GEBO, INC.	222 S 5th Ave	Pocatello	ID	83201-5802	208-232-8722
7013	Dallas	Neumann	D & J, INC.	139 E Main St	Grangeville	ID	83530-2233	208-983-0933
7118	Rosella	Myers	G & H ACE HARDWARE, INC.	106 S Rail St	Shoshone	ID	83352-5138	208-886-7112
7766	Rosella	Myers	G. & H ACE HARDWARE, INC.	116 5th Ave E	Gooding	ID	83330-1317	208-934-4462
10461	Sandy	Seright	SANNAN, INC.	1604 E Seltice Way	Post Falls	ID	83854-7007	208-773-1581
11355	Lori	Herman Gen Mgr	GEM SUPPLY AND BUILDING COOPERATIVE	402 N Washington Ave	Emmett	ID	83617-2638	208-365-4444
11426	Ronald	Butts	RONALD W. BUTTS	24711 Highway 93	Challis	ID	83226	208-879-4293
12048	Leonard N	Purdy	PURDY ENTERPRISES, INC.	18915 Hwy 20	Picabo	ID	83348	208-788-3539
12208	Roger	Gregory	Gregory's Priest River Hardware LLC	5499 Highway 2	Priest River	ID	83856	208-448-1621
14165	Stacie	Gebo	IDAHO ACE, INC.	3415 E 17th	Ammon	ID	83406-6781	208-522-1660
14182	Edwin	Curry	HAYDEN HARDWARE & BUILDING SUPPLY L	196 W Hayden Ave	Hayden	ID	83835-9628	208-762-0210
14204	James	Perry	SELKIRK HARDWARE INC.	495 Highway 2	Oldtown	ID	83822-9295	208-437-5669
14355	Dan	Moldenhauer	MOLDENHAUER, INC.	101 E Main St Ste 101	Rexburg	ID	83440-2017	208-359-5392
14381	Robert	Broulim	Broulim Hardware, LLC	89 W 2nd S	Soda Springs	ID	83276-1509	208-547-3385
14575	Greg	Mildon	MILDON HOME CENTER, INC.	1216 Shoup St	Salmon	ID	83467-4300	208-756-2513
14597	Craig	Griffith	Kellogg Ace Hardware, LLC	313 W Cameron Ave	Kellogg	ID	83837-2108	208-784-5001
14891	Sandy	Seright	Seright, LLC	1217 N 4th St	Coeur D Alene	ID	83814-3218	208-667-9466
15225	Michael J	Gwiazdon	CROWN ENTERPRISES, INC.	1104 W Pullman Road	Moscow	ID	83843-2159	208-882-4555
15261	Robert W.	Broulim	Broulim Hardware, LLC	120 S Main St	Driggs	ID	83422-5016	208-354-2344
15304	Mark	Ridley	Ridley's Family Markets, Inc.	430 E Main St	Middleton	ID	83644-3036	208-585-3043
15467	Conan	Feld	Jack Enterprises LLC	123 S Main	Aberdeen	ID	83210-4719	208-397-4272
15551	Michael	Rupp	Rupp Enterprises LLC	120 N Bridge St	Saint Anthony	ID	83445-1414	208-624-3042
15694	Richard	Fereday	May Hardware, Inc.	809 N 3rd St	McCall	ID	83638-3806	208-634-7665
15822	Mark	Ridley	Ridley's Family Markets, Inc.	1403 N Meridian Rd	Kuna	ID	83634-1305	208-922-5586
15983	James	Alexie	Coeur d' Alene Tribal Development	1111 B Street	Plummer	ID	83851	208-686-1216
16219	Robert W	Broulim	Broulim Hardware, LLC	572 S State St	Shelley	ID	83274-1470	208-357-1834
16310	Mark	Ridley	Ridley's Family Markets, Inc.	51 S Spruce St	Blackfoot	ID	83221-2154	208-785-5348
16356	Sandy	Seright	Westwood Hardware LLC	14236 N Highway 41	Rathdrum	ID	83858-8652	208-687-5217
16429	Dan	Moldenhauer	MMIF LLC	1747 W Broadway St	Idaho Falls	ID	83402-3045	208-497-0788
16465	Jimmy E	Wagstaff	AF Ace Hardware & Lumber, LLC	150 Fort Hall Ave	American Falls	ID	83211-1123	208-226-5961
16481	Jerry L	Cloninger	CLODDCO, LLC	403 Main St	Kamiah	ID	83536-9700	208-935-2522
16551	Todd	Hunter	Kramerica Industries of Idaho, LLC	921 Airport Way	Hailey	ID	83333-8467	208-788-3333
16557	Kevin	Miller	Miller's Food City, Inc.	31964 N 5th Ave	Spirit Lake	ID	83869-9472	208-623-4751
16677	Bryce G.	Church	BABRMC. INC	105 East Main Street	Lava Hot Springs	ID	83246	208-776-5113
16719	Brandon	Peterson	Boise-Fairview Ave LLC	10499 W Fairview Ave	Boise	ID	83704-8017	208-473-7151
16746	Ronald	McIntire	Manito Super 1 Foods, Inc.	30585 N Roberts Road	Athol	ID	83801	208-209-3181
16792	Mark	Ridley	Ridley's Family Markets, Inc.	707 Highway 30	Buhl	ID	83316-5054	208-543-4366
16804	Mark	Ridley	Ridley's Family Markets, Inc.	1455 Main St	Gooding	ID	83330-1838	208-934-4032
16859	Mark	Berger	Building Maintenance & Supply, Inc.	716 Bank St	Wallace	ID	83873-2304	208-556-1164
17375	Jerry	Gundersen	Gundersen Hardware, Inc.	410 Washington St	Montpelier	ID	83254-1545	208-847-0840

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
17412	Mark	Ridley	Ridley's Family Markets, Inc.	1401 E 6th St	Weiser	ID	83672-1494	208-549-1332
17445	Richard	Reese	Standard Plumbing Supply Company, I	193 E 800 N	Preston	ID	83263-4305	208-852-3183
17510	Mark	Ridley	Ridley's Family Markets, Inc.	423 S Lincoln Ave	Jerome	ID	83338-2628	208-324-3954
17521	Brandon	Peterson	Eagle-State St LLC	931 State Street	Eagle	ID	83616	208-939-6435
17684	Mark	Ridley	Ridley's Family Markets, Inc.	145 S Plummer Way	Star	ID	83669	208-207-1010
17991	Richard	Reese	Standard Plumbing Supply Company, In	1764 E Plaza Loop	Nampa	ID	83687-4939	208-453-6120
18110	Mark	Ridley	Ridley's Family Markets, Inc.	215 E Jackson St	Mountain Home	ID	83647-2707	208-943-7970
18179	Brandon	Peterson	Boise-Broadway Ave LLC	2050 S Broadway Ave	Boise	ID	83706-4204	208-336-7330
18181	Brandon	Peterson	Boise-State St LLC	4705 W State St	Boise	ID	83703-4103	208-342-1668
18265	Todd	Hunter	The Human Fund LLC	5226 W Overland Rd	Boise	ID	83705-2636	208-344-4321
18319	Ben E	Banks	Six D Hardware Malad, LLC	65 North 300 East	Malad City	ID	83252-1165	208-766-2236
18653	Robert W	Broulim	Broulim Supermarkets, LLC	201 S State St	Rigby	ID	83442-1425	208-745-6498
18678	Jeremy	Chambers	Sound Hardware of Idaho, LLC	904 Center Ave	Saint Maries	ID	83861-1755	208-245-6544
19078	Ken	Sangha	Darsons Group Inc.	4th & Leadville-Giacobbi Square	Ketchum	ID	83340	208-726-5696
20	Jon R	Weiss	JOHN W. WEISS HARDWARE CO.	1560 Waukegan Rd	Glenview	IL	60025-2123	847-724-3444
49	David	Ziegler	Z HARDWARE CO.	215 N Spring St	Elgin	IL	60120-4134	847-741-5610
55	Richard E.	Laskowski	ACE HARDWARE OF MUNDELEIN, INC.	609 E Hawley St	Mundelein	IL	60060-1916	847-566-1100
61	Kevin E.	Wozniak	GENCAR INC.	5228 Dansher Rd	Countryside	IL	60525-3122	708-352-4192
84	Ralph L	Dupuis	LEMOI HARDWARE INC.	1008 Davis St	Evanston	IL	60201-3610	847-328-4900
85	John	Heap	GIBSON BUILDING & SUPPLY CO.	114 N Madison St	Clinton	IL	61727-1703	217-935-9491
107	W. U. (Bill)	Stone	W. J. STONE ACE HARDWARE	404-6-8 E Main St	Streator	IL	61364-2928	815-672-2439
117	David	Ziegler	Z HARDWARE CO.	10420 Route 47	Huntley	IL	60142-9505	847-669-5222
152	Donald	Olson	ACE HARDWARE NO. 152 CORP.	10135 Grand Ave	Franklin Park	IL	60131-2548	847-451-1800
161	Douglas	Gniadek	DUKE'S HARDWARE INC.	5634 W 87th St	Burbank	IL	60459-2954	708-422-4000
219	Gregory	Colandrea	COLANDREA HARDWARE, INC.	2728 N Harlem Ave	Elmwood Park	IL	60707-1635	708-452-7440
248	Gk	Hirata	SHERIDAN BAZAAR ACE HDWE. INC.	4654 N Broadway St	Chicago	IL	60640-5012	773-334-7146
252	Richard	Laskowski	ACE HARDWARE HOME CENTER	659 Railroad Ave	Round Lake	IL	60073-3236	847-546-4668
400	George W	Preckwinkle	BISHOP HARDWARE & SUPPLY INC.	214 N Walnut St	Springfield	IL	62702-5031	217-528-5673
426	Leonard	Grimsley JR	Len's Ace Hardware Incorporated	30 W Lake St	Addison	IL	60101-2764	630-543-8882
700	George W	Preckwinkle	BISHOP HARDWARE & SUPPLY INC.	900 W Morton Ave	Jacksonville	IL	62650-3151	217-245-9563
800	Richard E.	Laskowski	ACE HARDWARE OF LIBERTYVILLE, INC.	155 Peterson Rd	Libertyville	IL	60048-1003	847-362-3340
2200	George W	Preckwinkle	BISHOP HARDWARE & SUPPLY INC.	1713 W Spresser St	Taylorville	IL	62568-9527	217-824-3325
2400	Alan W	Murphy	Murphy Home Center Co Inc.	319 S Neltnor Blvd	West Chicago	IL	60185-2927	630-231-2700
2500	George W	Preckwinkle	BISHOP HARDWARE & SUPPLY INC.	1600 Wabash Ave	Springfield	IL	62704-5311	217-787-5100
2800	Dean	Zanocco	ZANOCCO ACE HARDWARE CO	1605 N Alpine Rd	Rockford	IL	61107-1414	815-226-9004
3000	David	Ziegler	Z HARDWARE CO.	435 S Main St	Crystal Lake	IL	60014-6204	815-455-2510
3028	Kriss	Brown	A.R.T. MERCANTILE, INC.	120 W McClure Ave	Peoria	IL	61604-3634	309-685-2613
3120	Laurence	Donchin	ELSTON ACE HARDWARE & THE RENTAL CE	5422 S Lake Park Ave	Chicago	IL	60615-5507	773-241-6300
3463	Gregory	Niebrugge	NIEBRUGGE LUMBER COMPANY INC.	320 W Center St	Dieterich	IL	62424-1048	217-925-5276
3600	Michael E	Cripe	WHITMORE INVESTMENTS INC.	1105 S Water St	Wilmington	IL	60481-1671	815-476-7731
3738	Brian	O'Donnell	ARMITAGE HARDWARE AND BUILDING SUPP	925 W Armitage Ave	Chicago	IL	60614-4203	773-348-3267
3999	David	Tobinson	TOBINSON HARDWARE, INC.	361 Sycamore Rd	Genoa	IL	60135-1361	815-784-6004
4016	David	Ziegler	Z HARDWARE CO.	642 Northwest Hwy	Cary	IL	60013-2073	847-516-0600
4137	Jeff	Robinson	THE LEADER DEPARTMENT STORE	2660 Sheridan Rd	Zion	IL	60099-2615	847-746-1446

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
4207	Lyle	Rowden	HOME-BRITE COMPANY	400 N Illinois St	Belleville	IL	62220-1235	618-233-4466
4381	Martin	Conaughty	CONAUGHTY'S ACE HARDWARE, INC	111 W Main St	West Frankfort	IL	62896-2324	618-937-4261
4624	Roger	Kelly	RICK & KELLY ENTERPRISES INC	900 N Galena Ave	Dixon	IL	61021-1521	815-288-7841
4673	Dennis	Lavery	HOMETOWN HARDWARE OF BELLEVILLE, IN	6938 W Main St	Belleville	IL	62223-3030	618-397-2501
4948	Joseph C.	Lomanto	LAKEVIEW ACE HARDWARE, INC.	3921 N Sheridan Rd	Chicago	IL	60613-2925	773-525-1700
5193	Arthur	Potash	Sandburg Super Mart, Inc.	1525 N Clark St	Chicago	IL	60610-1783	312-943-7155
5240	David	Ziegler	Z HARDWARE CO.	481 N Randall Rd	Lake In The Hills	IL	60156-6335	847-658-1783
5661	Lester	Harnetiaux	HARNETIAUX FARM AND HOME SUPPLY	930 E US Highway 136	Hamilton	IL	62341-3159	217-847-2118
5750	Douglas	Gniadek	DPH HARDWARE, INC	7610 W 111th St	Palos Hills	IL	60465-2302	708-974-9300
5897	Mark	Steinhauser	STEINMAN INC.	16725 Oak Park Ave	Tinley Park	IL	60477-2715	708-429-2770
6001	Gary	Johnson	G & G HARDWARE, INC.	1 Airway Ct	Bethalto	IL	62010-1772	618-259-5252
6010	James	Newman	HI-WAY LUMBER COMPANY	601 S Clinton St	New Athens	IL	62264-1707	618-475-2142
6023	Daryl	Ramsour	RAMSOUR FARM SUPPLY, INC.	25518 State Route 161	Centralia	IL	62801-7514	618-533-4497
6170	Robert	Kull	KULL LUMBER COMPANY, INC	1700 Richmond Ave	Mattoon	IL	61938-2960	217-234-6495
6300	George W	Preckwinkle	BISHOP HARDWARE & SUPPLY, INC.	204 E College Ave	Normal	IL	61761-3033	309-454-5413
6336	John R	Hochmuth	DUDA HARDWARE INC.	500 W Main St	Staunton	IL	62088-1312	618-635-3300
6746	Douglas	York	DOUGLAS YORK	2401 James St	Lawrenceville	IL	62439-2074	618-943-3762
6750	Joseph	Lomanto	LOMANTO INCORPORATED	4050 W Lawrence Ave	Chicago	IL	60630-2825	773-736-1478
6883	Richard	Hyman	HYMAN'S AUTO SUPPLY COMPANY INC.	8614 S Commercial Ave	Chicago	IL	60617-2535	773-721-4644
6913	David	Ziegler	Z HARDWARE CO.	1158 Lillian St	Elgin	IL	60123-7104	847-695-1722
7355	Stanley T	Bales Sr SR	BALES LUMBER & SUPPLY, INC.	20 E Quincy St	Westmont	IL	60559-1821	630-968-3100
7356	Kenneth	Ebel	EBEL'S HARDWARE #4 INC	18410 Governors Hwy	Homewood	IL	60430-2911	708-799-8286
7795	Michael E	Cripe	WHITMORE INVESTMENTS INC	237 N Front St	Braidwood	IL	60408-1734	815-458-9850
7853	Jeffrey	Harr	E & H HARDWARE, INC	836 W North Ave	Flora	IL	62839-1219	618-662-4434
7878	Clyde	Williams	P.J.'S ACE HARDWARE, INC.	7 Chicago Ave	Oak Park	IL	60302-2401	708-848-3600
7961	Thomas W	Kerr	KERR HOME CENTER, INC.	117 W Washington St	Rushville	IL	62681-1433	217-322-6715
8000	David	Ziegler	Z HARDWARE CO.	150 S Kennedy Dr Ste 15	Carpentersville	IL	60110-2089	847-426-4888
8016	Kurt	Van Deursen	VAN DEURSEN ENTERPRISES, INC	2100 W Main St Ste D	Shelbyville	IL	62565	217-774-2723
8114	Jennifer	Nussbaum Stucki	Nussbaum, Inc.	203 E Maple St	Fairbury	IL	61739-1238	815-692-4488
8204	Kurt	Van Deursen	VAN DEURSEN ENTERPRISES, INC	435 S Hamilton St	Sullivan	IL	61951-1930	217-728-4100
8229	Joseph F.	Verbeeren	VERBEEREN'S HARDWARE & SUPPLY, INC.	17 E 34th St	Steger	IL	60475-1125	708-756-3756
8313	Kenneth	Ebel	EBEL'S HARDWARE #7 INC	1028 S York Rd	Elmhurst	IL	60126-5122	630-279-1117
8376	John	Kathrein	INDUSTRIAL & WHOLESALE LUMBER, INC.	301 W Irving Park Rd	Wood Dale	IL	60191-1325	847-678-0410
8462	Dave	Batson	SABETTI ENTERPRISES, INC	426 E Main St	Bushnell	IL	61422-1339	309-772-3700
8984	Joseph	Girard	GIRARD ACE HOME & LIGHTING CENTER,	569 William Latham Dr	Bourbonnais	IL	60914-2319	815-928-9888
8985	James	Grandchamp	LA GRANGE PARK ACE HARDWARE, INC.	900 E 31st St	La Grange Park	IL	60526-1225	708-352-0666
9222	Richard	Baalmann Jr	HOMART, INC.	904 W Broadway	Centralia	IL	62801-5308	618-532-0062
9245	William G	Cotton	COTTON'S INC.	229 N Main St	Columbia	IL	62236-1703	618-281-7226
9260	Len	Grimsley III	LEN'S ACE HARDWARE ROSELLE, INC.	425 E Maple Ave	Roselle	IL	60172-2203	630-529-2251
9555	John	Nixa	WEST SIDE LUMBER COMPANY	1301 W Jackson St	Macomb	IL	61455-1929	309-833-4145
9635	Richard E.	Laskowski	ACE HARDWARE OF GURNEE, INC.	4806 Grand Ave	Gurnee	IL	60031-2618	847-336-0101
10055	John	Maciuszek	SOUTHWEST HARDWARE, INC.	6908 W Archer Ave	Chicago	IL	60638-2320	773-586-1209
10282	Terrence	Kenney	T&L KENNEY, INC.	2880 S Mount Zion Rd	Decatur	IL	62521-9708	217-864-9314
10299	Michael	Sutherland	MICHAEL LEE SUTHERLAND	2244 E Washington St	East Peoria	IL	61611-3021	309-694-3465

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
10380	Keith F	Grill	GUS BOCK HARDWARE CO	3455 Ridge Rd	Lansing	IL	60438-3125	708-474-5940
10537	Barry	Narvick	NARVICK BROS. LUMBER CO., INC.	1037 Armstrong St	Morris	IL	60450-1922	815-942-1173
10552	Rich	Laskowski SR	ACE HARDWARE WAUCONDA, INC.	425 W Liberty St	Wauconda	IL	60084-2452	847-487-8099
10573	John	Senica	JOHN'S SERVICE & SALES, INC.	117 W Walnut St	Oglesby	IL	61348-1215	815-883-3637
10686	Leonard	Grimsley JR	Len's Ace Hardware Incorporated	485 Roosevelt Rd	Glen Ellyn	IL	60137-5641	630-469-4800
11000	George W	Preckwinkle	BISHOP HARDWARE & SUPPLY, INC.	207 W Main St	Havana	IL	62644-1137	309-543-2638
11069	George	Hillebrand	HILLEBRAND, INC.	608 Edwardsville Rd	Troy	IL	62294-1336	618-667-9961
11174	John	Lagestee Sr	WALTER LAGESTEE, INC.	1050 E Exchange St	Crete	IL	60417-3454	708-672-0649
11179	Michael	Kazarian	TELE-TRON TELEVISION SERVICE & SALE	6604 Cermak Rd	Berwyn	IL	60402-2325	708-484-5500
11220	Rich	Laskowski SR	ACE HARDWARE OF GRAYSLAKE, INC.	945 E Belvidere Rd	Grayslake	IL	60030-2502	847-543-1129
11313	Michael	Cripe	WHITMORE INVESTMENTS, INC.	361 S Locust St	Manteno	IL	60950-1667	815-468-3137
11386	William G	Cotton	COTTON'S INC.	1350 S Main St	Red Bud	IL	62278-1351	618-282-6800
11445	David	Ziegler	Z HARDWARE CO.	301 Randall Rd	South Elgin	IL	60177-2248	847-841-1974
11467	Daniel	Harris	PALOS HARDWARE LLC	6465 W 127th St	Palos Heights	IL	60463-2247	708-389-0433
11544	Richard F	Baalman Jr	HOMART INC.	2645 Northtown Way	Highland	IL	62249-1121	618-651-1544
11700	George W	Preckwinkle	BISHOP HARDWARE & SUPPLY, INC.	521 N Kickapoo St	Lincoln	IL	62656-2141	217-732-1458
11705	Virginia	Purcell	COUNTRYSIDE TRUE VALUE, INC.	4500 State Route 71	Oswego	IL	60543-9783	630-554-5599
11714	Douglas A	Fuller Jr	FULLERS HOME AND HARDWARE	35 E 1st St	Hinsdale	IL	60521-4115	630-323-7750
11856	Kerry	Foppe	FOPPE HARDWARE, INC.	189 N Cherry St	Breese	IL	62230-1607	618-526-4403
11880	Richard	Laskowski SR	ACE HARDWARE OF WAUKEGAN NORTH, INC	3232 N Lewis Ave	Waukegan	IL	60087-2255	847-782-9900
11884	Leonard	Grimsley III	LEN'S ACE HARDWARE ROSELLE, INC.	272 W Lake St	Bloomington	IL	60108-1038	630-523-5486
12009	John	Rot	HORTON'S OF LA GRANGE, INC.	60 S La Grange Rd	La Grange	IL	60525-2429	708-352-2110
12051	Kyle	Sjeahen	MUTUAL SERVICES OF HIGHLAND PARK, I	1393 Half Day Rd	Highland Park	IL	60035-1741	847-432-0026
12081	Dana	Debo-Kuhne	DEBO HARDWARE, INC.	1713 4th St	Peru	IL	61354-3322	815-223-0461
12100	George W	Preckwinkle	BISHOP HARDWARE & SUPPLY, INC.	111 E 1st North St	Carlinville	IL	62626-1504	217-854-2564
12174	Michael	Cripe	WHITMORE INVESTMENTS, INC.	210 S State St	Manhattan	IL	60442-9388	815-478-3317
12194	John	Wagner	WAGNER LUMBER COMPANY	6401 S Archer Rd	Summit	IL	60501-1934	708-458-0122
12198	John P	Purcell	COUNTRYSIDE TRUE VALUE, INC.	9620 Route 34	Yorkville	IL	60560	630-553-1900
12300	George W	Preckwinkle	BISHOP HARDWARE & SUPPLY, INC.	1200 N Main St	Chatham	IL	62629-8007	217-483-4085
14081	Louis	Manfredini	MANFREDINI HARDWARE, LLC.	5423 W Devon Ave	Chicago	IL	60646-4105	773-775-7205
14201	Joseph G	Koppeis	Southern Illinois Hardware, LLC	401 Marketplace Dr	Freeburg	IL	62243-4076	618-539-2233
14246	Susan	Neradt	NERADT HARDWARE CORPORATION	1753 W Golf Rd	Mt Prospect	IL	60056-4025	847-439-4755
14294	Chris	Amir	C. AMIR, INC.	1015 E Church St	Sandwich	IL	60548-2217	815-786-8776
14500	George W	Preckwinkle	BISHOP HARDWARE & SUPPLY, INC.	300 Springfield Rd	Hillsboro	IL	62049-1100	217-532-6677
14508	Dennis	Lavery	O'FALLON HARDWARE, LLC	600 Southview Plz Ste 1	O Fallon	IL	62269-2685	618-628-7200
14656	Antonio	Fasano	TRF DISTRIBUTING, INC.	821 E Nerge Rd	Roselle	IL	60172-4817	630-351-2080
14673	Jim	Shaw	J.B. SULLIVAN, LLC	703 N Elida	Winnebago	IL	61088	815-335-1494
14803	Christopher J	Niemann	Niemann Foods, Inc.	1050 E Fort St	Farmington	IL	61531-9572	309-245-2643
14817	Christopher J	Niemann	Niemann Foods, Inc.	2101 Court St	Pekin	IL	61554-5216	309-346-2235
14974	Joseph G	Koppeis	Southern Illinois Hardware, LLC	1258 S Washington St	Du Quoin	IL	62832-3853	618-542-2428
14989	Joseph G	Koppeis	Southern Illinois Hardware, LLC	635 N Pershing St	Energy	IL	62933-3563	618-942-8900
15050	Philip	Schalz	SCHALZ HARDWARE INC.	994 N Lake St	Aurora	IL	60506-2516	630-897-9227
15052	Philip	Schalz	SCHALZ HARDWARE INC.	1901 W Wilson St	Batavia	IL	60510-1679	630-879-1330
15054	Philip	Schalz	SCHALZ HARDWARE INC.	2144 W Galena Blvd	Aurora	IL	60506-3212	630-897-5300

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
15079	Joseph G	Koppeis	Southern Illinois Hardware, LLC	950 Chester Ctr	Chester	IL	62233-1296	618-826-3000
15083	Deborah	Laskowski	Ace Hardware of Antioch, Inc.	1001 Route 59	Antioch	IL	60002	847-603-1844
15351	Christopher J	Niemann	NIEMANN FOODS, INC.	1223 Grove Ave	Rantoul	IL	61866-2629	217-892-4895
15363	Christopher J	Niemann	NIEMANN FOODS, INC.	1320 E St	Charleston	IL	61920-2526	217-345-8665
15432	George F	Havlicek Iii III	HAVLICEK ACE HARDWARE, LLC	617 W State St	Geneva	IL	60134-2159	630-208-6600
15500	George W	Preckwinkle	BISHOP HARDWARE & SUPPLY, INC.	203 E Livingston St	Pontiac	IL	61764-1921	815-842-2966
15532	Ron	Gadek	G & M HARDWARE INC	1941 Cherry Ln	Northbrook	IL	60062-3636	847-272-8262
15601	Daniel T	Harris	LEMONT HARDWARE, LLC	1096 State St	Lemont	IL	60439-4257	630-755-4670
15788	Louis L	Manfredini	Manfredini Hardware Villa Park, LLC	46 S Villa Ave	Villa Park	IL	60181-2649	331-225-3000
15883	Mark S.	Driscoll	DriBar Ace, LLC	160 E Galena Blvd	Sugar Grove	IL	60554-9425	630-409-6876
15927	Matthew J	Hanson	Hanson Hardware, Inc.	1705 W Campbell St	Arlington Heights	IL	60005-1517	847-255-3113
15943	Christopher J	Niemann	Niemann Foods, Inc.	2811 W Kirby Ave	Champaign	IL	61821-5359	217-352-7721
15970	Michael L	Nena	Nena Hardware, Inc.	1415 W Forrest Hill Ave	Peoria	IL	61604-2510	309-688-9700
15993	Thomas E	Siehoff	Ace Hardware of Harvard, Inc.	42 N Ayer St	Harvard	IL	60033-2803	815-943-3345
16113	William H	Millikin	Millikins Retailing A Millikins LLC	101 E Main St	Mascoutah	IL	62258-2134	618-566-8666
16176	Christopher J	Amir	Princeton Hardware, Inc.	525 N Main St	Princeton	IL	61356-1326	815-879-2791
16190	Michael L.	Nena	Nena Hardware, Inc.	505 Jubilee Ln	Germantown Hills	IL	61548-8472	309-383-2223
16220	David A.	Diggle	Diggle Ace Hardware, LLC	1964 S Main St	Eureka	IL	61530-1666	309-467-3321
16224	Thomas E.	Felker	Felker Pharmacy, Inc.	201 N 4th St	Oregon	IL	61061-1418	815-732-7340
16232	Michael E.	Cripe	Whitmore Investments, Inc.	11600 Francis Rd	Mokena	IL	60448-2440	708-995-1999
16294	James	Nadig	Stockton Hardware, Inc.	116 N Main St	Stockton	IL	61085-1322	815-947-3711
16371	Justin S.	Goselin	Kankakee Ace Hardware, Inc.	1735 S Schuyler Ave	Kankakee	IL	60901-8325	815-939-9888
16378	Leonard	Grimsley III	Len's Ace Hardware - Elmhurst, Inc.	145 E 1st St	Elmhurst	IL	60126-2818	630-833-7970
16400	George W	Preckwinkle	Bishop Hardware & Supply, Inc.	104 Watters Dr	Dwight	IL	60420-2200	815-584-2954
16427	Christopher J	Niemann	Niemann Foods, Inc.	2021 S Neil St	Champaign	IL	61820-7219	217-355-1580
16464	Richard E.	Laskowski	Ace Hardware of Mchenry, Inc.	4520 W Crystal Lake Rd	McHenry	IL	60050-5318	815-385-3660
16483	Raffaello	Cianfaglione	J.R.C. Hardware Inc.	8330 W Lawrence Ave	Norridge	IL	60706-3152	708-456-6800
16484	Jason	Corn	Changing Seasons Ace Hardware, LLC	11230 State Highway 37	Benton	IL	62812-4400	618-439-2101
16613	David	Ziegler	Z Hardware CO.	136 Bartlett Plz	Bartlett	IL	60103-4234	630-264-8077
16633	Mehul S	Patel	Mr Ace, LLC	675 W Golf Rd	Hoffman Estates	IL	60169-1324	847-744-6118
16659	John	Hathaway	GALVA Enterprises LLC	316 Market St	Galva	IL	61434-1769	309-932-2455
16662	Donald W.	Olson	Ace Hardware NO. 152 Corp.	700 N Northwest Hwy	Park Ridge	IL	60068-2542	847-823-3188
16717	Christopher J	Niemann	Niemann Foods, Inc.	1637 Broadway St	Quincy	IL	62301-2816	217-214-4670
16759	William	Steinhauser	Steinman Inc.	21150 S La Grange Rd	Frankfort	IL	60423-2010	815-534-5407
16800	George W.	Preckwinkle	Bishop Hardware & Supply, Inc.	901 W Fayette	Pittsfield	IL	62363	217-922-0700
16807	William G.	Cotton	Cotton's Inc.	1915 W Main Murdale Shpg Ctr	Carbondale	IL	62901	618-529-3400
16837	Michael E.	Cripe	Whitmore Investments, Inc.	358 W Maple St	New Lenox	IL	60451-1611	815-485-3040
16840	Joseph C.	Lomanto	Lakeview Ace Hardware, Inc.	3911 N Lincoln Ave	Chicago	IL	60613-2417	773-281-1777
16847	Michael L.	Nena	Nena Hardware, Inc.	901 Detroit Ave	Morton	IL	61550-2441	309-263-2071
16849	Joseph	Jeffries	Westlake Hardware, Inc.	1705 N Main St	Wheaton	IL	60187-3146	630-682-3636
16851	Joseph	Jeffries	Westlake Hardware, Inc.	90 E Loop Rd	Wheaton	IL	60189-1907	630-690-0336
16853	Joseph	Jeffries	Westlake Hardware, Inc.	1030 N Washington St	Naperville	IL	60563-2700	630-355-0077
16855	Joseph	Jeffries	Westlake Hardware, Inc.	963 W 75th St	Naperville	IL	60565-1246	630-355-3993
16856	Joseph	Jeffries	Westlake Hardware, Inc.	5035 Ace Ln	Naperville	IL	60564-8172	630-428-8147

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
16858	Joseph	Jeffries	Westlake Hardware, Inc.	445 N Weber Rd	Romeoville	IL	60446-4144	815-886-7082
16860	Joseph	Jeffries	Westlake Hardware, Inc.	2240 S Route 59	Plainfield	IL	60586-7799	815-254-9800
16926	Christopher J.	Amir	Seneca Hardware, Inc.	255 S Main St	Seneca	IL	61360-9415	815-357-6144
16935	Christopher J.	Niemann	Niemann Foods, Inc.	8903 N Knoxville Ave	Peoria	IL	61615-1409	309-689-1133
16950	Peter	Jackson	Disruptive Artists, LLC	621 E Devon Ave	Elk Grove Village	IL	60007-6701	847-616-8002
17206	Thomas	Siehoff	Ace Hardware Rockton Ave Inc.	5506 Elevator Rd	Roscoe	IL	61073-8882	815-270-0789
17354	Jimmy	Nichols	Houchens Food Group, Inc.	1325 W 9th St	Mount Carmel	IL	62863-2906	618-262-5139
17376	CHRISTOPHER	AMIR	Rochelle Hardware, Inc.	1383 N 7th St	Rochelle	IL	61068-1185	815-562-7014
17384	David A.	Diggle	Kimpling Hardware & Home Improvemen	1880 Washington Rd	Washington	IL	61571-2114	309-444-8511
17386	Kyle	Sheahen	Mutual Ace Hardware Corporation	239 E Northwest Hwy	Palatine	IL	60067-8114	847-358-8100
17389	Michael E.	Cripe	Whitmore Investments, Inc.	1025 E Division St	Coal City	IL	60416-9446	815-518-5389
17450	Dipak	Desai	Barrington Ace LLC	906 S Northwest Hwy	Barrington	IL	60010-4624	847-304-4325
17464	William G	Cotton	Cotton's, Inc.	3801 Nameoki Rd	Granite City	IL	62040-3764	618-501-1721
17465	Jim	Shaw	J.B. SULLIVAN, LLC	108 Main St	Savanna	IL	61074-1932	815-565-7335
17547	Jim	Shaw	J.B. SULLIVAN, LLC	1116 Meriden St	Mendota	IL	61342-1054	815-538-4694
17586	James A.	Daluga	Daluga Enterprises LLC	837 Westmore Meyers Rd	Lombard	IL	60148-3724	630-629-0220
17676	Raffaello	Cianfaglione	J.R.C. Hardware Des Plaines, Inc.	1175 Lee St	Des Plaines	IL	60016-6516	847-376-8582
17755	William G.	Cotton	Cotton's Inc.	501 Beltline Drive	Collinsville	IL	62234	618-855-8269
17759	Kyle	Sheahen	Mutual Ace Hardware Buffalo Grove	745 S Buffalo Grove Rd	Buffalo Grove	IL	60089-3705	847-541-3010
17787	Richard	Niemann, Sr	Niemann Foods, Inc.	420 E Sangamon Ave	Petersburg	IL	62675-1250	217-632-7921
17829	Michael E	Cripe	Whitmore Investments, Inc.	855 S Ridge Rd	Minooka	IL	60447-8807	815-467-7300
17836	Michael E	Cripe	Whitmore Investments, Inc.	221 Bedford Rd	Morris	IL	60450-1442	815-942-6240
17882	David A.	Diggle	Diggle Ace El Paso, LLC	17 Westgate Dr	El Paso	IL	61738-1485	309-527-2016
17916	Elliott	Greenberg	JC Licht, LLC	6316-18 Ogden Avenue	Berwyn	IL	60402-5390	708-795-6060
17950	Bijal	Patel	St Charles Ace LLC	2650 E Main St	Saint Charles	IL	60174-2443	630-377-2245
18113	Donald W.	Olson	Ace Hardware NO. 152 Corp.	1137 Chicago Ave	Oak Park	IL	60302-1836	708-386-6843
18138	Bijal	Patel	LZ Ace LLC	100 S Old Rand Rd	Lake Zurich	IL	60047-2456	847-438-6751
18240	Elliott	Greenberg	JC LICHT, LLC	980 Route 22	Fox River Grove	IL	60021-0021	847-639-4431
18242	Elliott	Greenberg	JC LICHT, LLC	725 S State St	Chicago	IL	60605-2200	312-461-0900
18244	Elliott	Greenberg	JC LICHT, LLC	440 N Orleans St	Chicago	IL	60654-4903	312-527-4200
18246	Elliott	Greenberg	JC LICHT, LLC	24 W Maple St	Chicago	IL	60610-2808	312-787-6887
18248	Elliott	Greenberg	JC LICHT, LLC	7230 W Foster Ave	Chicago	IL	60656-3612	773-763-7117
18250	Elliott	Greenberg	JC LICHT, LLC	3145 S Ashland Ave	Chicago	IL	60608-6251	773-523-8888
18252	Elliott	Greenberg	JC LICHT, LLC	5907 N Northwest Hwy	Chicago	IL	60631-2644	773-930-4633
18278	Raffaello	Cianfaglione	JRC Hardware Evergreen Park Inc.	3404 W 95th St	Evergreen Park	IL	60805-2204	708-422-8765
18280	Raffaello	Cianfaglione	JRC Hardware Warrenville Inc.	2 S 541 Route 59	Warrenville	IL	60555	630-393-1882
18379	Ammar	Sayla	Sir Henry's Ace Hardware Inc.	1340 W 127th St	Calumet Park	IL	60827-6129	708-388-3656
18411	Francisco	Machuca	Machuca Enterprises Inc.	2755 W Cermak Rd	Chicago	IL	60608-3509	773-247-6789
18458	Elliott	Greenberg	JC Licht LLC	10824 N Main St	Richmond	IL	60071-9654	312-859-9547
18477	Mohammed Arif	Kasbati	Sir Henry's Ace Hardware Skokie Inc.	5035 Oakton St	Skokie	IL	60077-2908	847-673-0700
18524	Elliott	Greenberg	JC Licht, LLC	2160 N Milwaukee Ave	Chicago	IL	60647-4057	773-257-7555
18544	Tanvi	Vora	Naperville Ace LLC	1212 S Naper Blvd Ste 117	Naperville	IL	60540-7399	630-983-0200
18548	Kenneth	Ebel	Ebel's Hardware Chicago Inc.	10340 S Kedzie Ave	Chicago	IL	60655-2016	773-233-1510
18556	Michael E	Cripe	Whitmore Investments, Inc.	24604 W Lockport St	Plainfield	IL	60544-2363	815-436-3107

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
18558	Richard I	Green	RIG Rentals Inc.	1308 W Main St Ste C	Robinson	IL	62454-1216	618-421-4200
18559	Michael E	Cripe	Whitmore Investments, Inc.	6216 Main St	Downers Grove	IL	60516-1908	630-968-4355
18560	Michael E	Cripe	Whitmore Investments, Inc.	1202 Essington Rd	Joliet	IL	60435-8401	815-729-0155
18563	Michael E	Cripe	Whitmore Investments, Inc.	1037 E 9th St	Lockport	IL	60441-3245	815-838-3310
18579	William H	Millikin	Millikin Retailing A Millikins LLC	753 True Value Dr	Lebanon	IL	62254-1593	618-566-8666
18607	Chris J	Amir	Mahomet Hardware Inc	804 Eastwood Drive Suite 4	Mahomet	IL	61853-7039	217-586-3747
18609	Chris J	Amir	Gibson City Hardware Inc	119-129 N Sanagamon Ave	Gibson City	IL	60936	217-784-4273
18646	John	Trevor	Trevor Hardware Inc.	2842 16th St	Moline	IL	61265-6038	309-764-5689
18817	Michael E	Cripe	Whitmore Investments, Inc.	12121 W 159th St	Homer Glen	IL	60491-7848	815-926-2680
296	Paul	Hedlund	HEDLUND CORP.	2369 E 62nd St	Indianapolis	IN	46220-2300	317-432-2014
401	Lindy	Cergizan	LINDY'S ACE HARDWARE, INCORPORATED	6220 Kennedy Ave	Hammond	IN	46323-1046	219-844-4520
455	Alicia B	Johnson	TEGHTMEYER ACE HARDWARE, INC.	200 Diplomat Dr	Columbia City	IN	46725-1300	260-244-5632
961	Erik K	Schultz	HILLSIDE ACE HARDWARE, INC.	539 N Halleck St	Demotte	IN	46310-9553	219-987-3171
2936	Willie	Wells	WILLIE J. WELLS	116 E 9th St	Connersville	IN	47331-2033	765-825-4117
3039	Lisa	Bear	STICKLEY HARDWARE INC.	1524 E Market St	Nappanee	IN	46550-2306	574-773-7523
3305	Todd	Eversole	FURBEE CORP.	441 S Memorial Dr	New Castle	IN	47362-4950	765-529-3002
3613	Jeffrey	Deterding	ACE HARDWARE AT EASTGATE, INC.	1194 Sagamore Pkwy W	West Lafayette	IN	47906-1302	765-497-2727
4402	Tricia	Small	Calar, Inc.	1309 S Huntington St	Syracuse	IN	46567-1933	574-457-3474
4488	Michael	Habegger	HABEGGER BUILDERS SUPPLY, INC.	1196 US Highway 27 N	Berne	IN	46711-1026	260-589-2165
4616	Lisa	Bear	STICKLEY HARDWARE INC.	1352 Lincolnway S	Ligonier	IN	46767-1739	260-894-3404
5088	Robert	Philips	PHILIPS ACE HARDWARE INC.	3100 Calumet Ave	Valparaiso	IN	46383-2611	219-464-8687
5318	Lee R	Mansch	MERRILLVILLE ACE HARDWARE, INC.	9325 Broadway	Crown Point	IN	46307-8883	219-738-1933
5325	Jeffrey	Kleindorfer	Kliendorfers Hardware, LLC	1401 W Kirkwood Ave	Bloomington	IN	47404-5044	812-332-0487
5815	John	Alexander	HELPFUL HARDWARES, INC.	3000 Southeastern Ave	Indianapolis	IN	46203-1446	317-638-4591
6097	Stephen	White	GEIST ACE HARDWARE, INC.	10941 E 79th St	Indianapolis	IN	46236-7505	317-823-0960
6269	Steve	Powell	POWELL BUILDING CENTER, INC	2492 W US Highway 136	Covington	IN	47932-8101	765-793-8888
6293	Larry	Martin	MARTIN HOME CENTER, INC.	103 Crystal Heights Blvd	Middlebury	IN	46540-8553	574-825-7011
6391	Michael	Sasin	G & M ACE HARDWARE, INC.	1221 N Lincoln Rd	Rockville	IN	47872-1214	765-569-3263
6450	Steve	Powell	POWELL BUILDING CENTER, INC	3391 W State Road 28	West Lebanon	IN	47991-8077	765-893-8888
6798	Gary	Schuette	NCAH, INC.	485 E Main St	Hagerstown	IN	47346-1331	765-489-4401
7219	Donald E	Smith	SMITH FARM STORES, INC.	1002 S Heaton St	Knox	IN	46534-2306	574-772-5220
7292	Brad	Moore	MONTICELLO COMPANY, INC	918 N Main St	Monticello	IN	47960-1501	574-583-3100
7542	Marc	Arnold	Fifty Six South, LLC	56 S Broadway	Peru	IN	46970-2230	765-472-2733
7691	Scott	Howser	SCOTTS HARDWARE INC.	785 W McClain Ave	Scottsburg	IN	47170-1245	812-752-2991
7923	Jim	Smith	AAA HARDWARE, INC.	1209 S Jefferson St	Huntington	IN	46750-3824	260-356-1330
8425	Stephen	White	CARMEL ACE HARDWARE, INC.	731 S Range Line Rd	Carmel	IN	46032-2537	317-846-2311
8510	Tricia	Small	CALAR, INC	200 N Grandstaff Dr	Auburn	IN	46706-1677	260-925-1005
8683	Jack	Nelson	CENTRAL HARDWARE AND MILLWORK CO.,	1025 N Arlington Ave	Indianapolis	IN	46219-3223	317-357-8396
8754	Suzanne	Patton	S.S. CARNELL, INC	1206 W Main St	Mitchell	IN	47446-1232	812-849-2777
8834	Stanley	Mattila	R&M HARDLINES, INC	2064 Burton Ln	Martinsville	IN	46151-3010	765-342-6567
9148	Julia A	Bumbales	BUMBALES, INC	5979 Central Ave	Portage	IN	46368-2944	219-762-7107
9304	Lisa	Bear	STICKLEY HARDWARE, INC	21826 State Road 120	Elkhart	IN	46516-6518	574-295-5806
10394	Robert M	Grill	GRILLCO, INC.	1150 Sheffield Ave	Dyer	IN	46311-1051	219-865-6060
10476	Skylar	Stevenson	STEVENSON'S ACE HARDWARE, INC.	1812 S US Highway 231	Crawfordsville	IN	47933-9418	765-362-5800

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
11017	Donald E	Smith	SMITH FARM STORES, INC.	1917 N Michigan St	Plymouth	IN	46563-1047	574-935-5148
11258	Albert	Bumbales	BUMBALES & SON, INC.	3461 Central Ave	Lake Station	IN	46405-2274	219-962-1478
11296	Jennifer L	Deterding	ACE HARDWARE AT EASTGATE, INC.	119 Beck Ln	Lafayette	IN	47909-2838	765-477-9797
11362	Donald E	Smith	SMITH FARM STORES, INC.	151 Rochester Plz	Rochester	IN	46975-2658	574-223-1908
11406	Lyndon	Stutzman	STUTZMAN VENTURES, INC.	118 North Main St	Topeka	IN	46571	260-593-2212
11532	Timothy A	Wiegand	WINAMAC COMPANY, INC.	854 N Plymouth Rd	Winamac	IN	46996-1124	574-946-4232
11896	Keith F	Grill	GRILL BROS. INC.	1820 45th St	Munster	IN	46321-3916	219-934-9500
11981	Diana	Kabelin Corley	KABELIN HARDWARE COMPANY, INC.	605 E Lincolnway	La Porte	IN	46350-3835	219-325-8066
12162	Diana	Kabelin Corley	KABELIN HARDWARE COMPANY, INC.	512 Andrew Ave	La Porte	IN	46350-4633	219-362-3310
12176	Diana	Kabelin Corley	KABELIN HARDWARE COMPANY, INC.	410 Indiana St	Walkerton	IN	46574-1105	574-586-3233
12189	Diana	Kabelin Corley	KABELIN HARDWARE COMPANY, INC.	432 St John's Rd	Michigan City	IN	46360-7336	219-872-5431
14094	Mark	Hopkins	HOPKINS' ACE HARDWARE, INC.	325 S Calumet Rd	Chesterton	IN	46304-2450	219-926-3737
14234	Diana	Kabelin Corley	KABELIN HARDWARE COMPANY, INC.	12820 Adams Rd	Granger	IN	46530-7894	574-272-2333
14370	James	Smith	DECATUR ACE HARDWARE, INC.	1220 S 13th St	Decatur	IN	46733-2100	260-724-3700
14402	Dennis	Wagoner	ACE HARDWARE OF NORTH WEBSTER, INC.	733 S Main St	North Webster	IN	46555-7700	574-834-2021
14602	Kenneth	Myers	TOWN & COUNTRY HARDWARE, INC.	325 S Van Buren St	Shipshewana	IN	46565-9488	260-768-4991
14630	Mike	Habegger	HABEGGER FRAUHLIGER, INC.	728 W Market St	Bluffton	IN	46714-1816	260-824-2600
14892	Kyle	Stuckwisch	SEYMOUR HARDWARE, INC.	229 S Chestnut St	Seymour	IN	47274-2327	812-522-2098
15199	John J	Alexander	HELPFUL HARDWARES, LLC.	5331 W Washington Street	Indianapolis	IN	46241-2122	317-244-9569
15633	Donald E	Smith	SMITH FARM STORES, INC.	1880 N McKinley Ave	Rensselaer	IN	47978-8582	219-866-4618
15892	Gary	Strange	Salem True Value, Inc.	1312 W Mulberry St	Salem	IN	47167-9433	812-883-3607
16282	Alan	Nelson	Brownsburg Ace Hardware LLC	800 E Main St	Brownsburg	IN	46112-1426	317-939-0026
16334	Stephen	Guernsey	TGP Operations, Inc.	105 S Forest Ave	Brazil	IN	47834-2604	812-448-2877
16385	Lisa	Bear	Stickley Hardware, Inc.	110 S Detroit St	Lagrange	IN	46761-1806	260-585-8132
16392	Bruce	Haller	Hobart Lumber Inc	661 Main St	Hobart	IN	46342-5249	219-942-1178
16405	Jimmy	Nichols	Houchens North Foods, LLC	2220 E Morgan Ave	Evansville	IN	47711-4314	812-475-6730
16571	Tricia	Small	Calar, Inc.	18619 State Road 10	Culver	IN	46511-9622	574-635-0120
16620	Richard	Hyman	Hyman's Auto Supply Co.	2031 Indianapolis Blvd	Whiting	IN	46394-1950	219-655-5552
16683	Jimmy	Nichols	Houchens Food Group, Inc.	1801 N Main St	Huntingburg	IN	47542-9387	812-683-1015
16710	Lisa	Bear	Stickley Hardware, Inc.	1245 W Plymouth St	Bremen	IN	46506-1930	574-248-6909
16795	Diana	Kabelin Corley	Kabelin Hardware Company, Inc.	52295 Indiana State Route 933	South Bend	IN	46637-3849	574-277-1155
16838	Mark	Baysden	Butler HHC, LLC	103 Basket Factory Rd	Butler	IN	46721-1350	260-868-0132
16996	Jimmy	Nichols	Houchens Food Group, Inc.	438 Southwind Plz	Mount Vernon	IN	47620-2209	812-831-3622
17304	Jimmy	Nichols	Houchens Food Group, Inc.	4635 N 1st Ave	Evansville	IN	47710-3625	812-467-7255
17327	Gregory	Bumbales	GL Ace LLC	2520 Broadway	Gary	IN	46407-3606	219-886-3136
17368	Brent E.	Benge	County Line Ace, LLC	8904 S Meridian St	Indianapolis	IN	46217-5031	317-888-1194
17372	Randall R. Jr.	Yager	RT YAGER ENTERPRISES, INC.	204 S Main St	Kouts	IN	46347-9412	219-766-3766
17387	Robert M.	Grill	Grillco Inc	11702 Randolph St	Winfield	IN	46307-9264	219-663-7676
17529	Stephen	White	White's Ace Hardware Fishers, Inc.	11881 Lakeside Dr	Fishers	IN	46038-2326	317-841-2735
17533	Patrick	Klein	Kare Industries LLC	1450 NW 5th St	Richmond	IN	47374-1842	765-966-7929
17682	Randall R.	Yager Jr.	RTK Hebron Inc.	826 Country Square Plz	Hebron	IN	46341-8811	219-996-3030
17726	Kory	Musolf	Musolf Hardware, LLC	603 Westfield Rd	Noblesville	IN	46060-1323	317-770-5223
17742	Brent E	Benge	Westfield Ace, LLC	3400 Nancy St	Westfield	IN	46074	317-763-9300
17756	Devin	Severns	DEMS,LLC	206 E Main St	Mentone	IN	46539-7713	574-353-7305

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
17764	Bradley	Holmes	H & H Hardware INC.	9207 County Road 403	Charlestown	IN	47111-9664	930-202-6030
17776	Brent E	Benge	Greenwood Ace, LLC	2101 Independence Dr	Greenwood	IN	46143-3403	317-859-2404
17784	Kyle	Clouser	Clouser Group, LLC	844 E Jefferson St	Tipton	IN	46072-8750	765-675-6740
17934	Mark	Ratzloff	Hardinsburg General Store, LLC	8674 W Radcliff Rd	Hardinsburg	IN	47125-8974	812-472-9700
18120	Timothy A.	Wiegand	Taam Company, Inc.	611 E Talmer Ave	North Judson	IN	46366-1457	574-241-0061
18171	Stephen	Guernsey	TGP Operations II, Inc.	2800 Poplar St Ste 57	Terre Haute	IN	47803-2659	812-244-1366
18327	Tony	Houk	Great Lakes Ace Hardware, Inc	6248 Allisonville Rd	Indianapolis	IN	46220-4544	463-224-7965
18525	Tony	Houk	Great Lakes Ace Hardware, Inc.	25 Boone Vlg	Zionsville	IN	46077-1231	317-873-5255
18531	Tony	Houk	Great Lakes Ace Hardware, Inc.	1800 E Main St	Plainfield	IN	46168-1850	317-839-8410
18611	David	Cosby Sr.	Lucky 7 Investments, Inc.	12500 US Highway 41 Ste 1	Evansville	IN	47725-7031	812-668-6399
18614	Tony	Houk	Great Lakes Ace Hardware, Inc	11581 Geist Pavilion Dr	Fishers	IN	46037-7672	317-570-2850
18624	Rob	Walker	NP Hardware Inc.	4083 Arbor Ln	New Palestine	IN	46163-8644	317-861-4597
18626	Tony	Houk	Great Lakes Ace Hardware, Inc.	1240 N State St	Greenfield	IN	46140-1055	317-967-7253
18670	Matt	Moore	Kabelin Hardware Company Inc.	727 W Michigan St	New Carlisle	IN	46552-9601	574-228-5551
18835	Brad	Holmes	H & H Hardware New Albany LLC	1905 Charlestown Rd	New Albany	IN	47150-2522	812-945-6633
315	William G	Skaggs	SKAGGS INC.	107 S Main St	Pratt	KS	67124-2712	800-672-6760
412	Benjamin C.	Ryan	ACE HARDWARE, INC.	200 N 18th St	Parsons	KS	67357-3207	620-421-2210
413	Stephen	Sayers	SAYERS ACE HARDWARE, INC.	314 N Penn Ave	Independence	KS	67301-3326	620-331-1690
536	Victor	Regnier	RANCH MART HARDWARE INC.	3801 W 95th St	Overland Park	KS	66206-2038	913-649-0111
1776	Scott W.	Graber	GRABER'S HARDWARE INC.	208 W Broadway St	Newton	KS	67114-2141	316-283-1900
2475	Chris	Maycumber	MAYCO, INC	205 Scott Ave	Fort Scott	KS	66701-2053	620-223-2670
3265	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	601 Kasold Dr	Lawrence	KS	66049-3236	785-865-2622
4047	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	15225 W 87th Street Pkwy	Lenexa	KS	66219-1409	913-894-4141
4155	Karalee	Ridder	MIDWEST APPLIANCE CENTER INC.	800 Tuttle Creek Blvd	Manhattan	KS	66502-6886	785-776-9454
4211	Kenneth R.	Bruner	BLUESTEM FARM & RANCH SUPPLY, INC.	2611 W Hwy 50	Emporia	KS	66801	620-342-5502
4229	Jerald S	Kemmerer	THE DODGE CITY COOPERATIVE EXCHANGE	401 W Trail St	Dodge City	KS	67801-5414	620-225-0067
4461	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	3400 S 4th St Ste 4	Leavenworth	KS	66048-5045	913-651-7795
4700	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	120 N Clairborne Rd	Olathe	KS	66062-1639	913-782-9111
4701	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	711 W 23rd St	Lawrence	KS	66046-4406	785-843-8484
4704	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	12230 W 63rd Street	Shawnee	KS	66216-1832	913-268-9005
4773	John	Graber	GRABER'S HARDWARE, INC.	319 N Main St	Mcpherson	KS	67460-4307	620-241-7666
4793	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	4049 Somerset Dr	Prairie Village	KS	66208-5216	913-381-7750
5302	Nick	Rohleder	PIONEER FARM AND RANCH SUPPLY INC.	427 NE 14th St	Abilene	KS	67410-1819	785-263-7163
6854	Joseph	Jeffries	WESTLAKE HARDWARE, INC	2559 S Seneca St Ste 10	Wichita	KS	67217-2803	316-264-6445
7753	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	3110 E Douglas Ave	Wichita	KS	67214-4819	316-682-7773
7805	Valissa	Zachary	FITZGERALD ACE HARDWARE COMPANY, IN	223 W Main St	Beloit	KS	67420-2746	785-738-3121
7904	Brian	Cronister	CRONISTER BROTHERS, INC.	615 W Saint John St	Girard	KS	66743-2002	620-724-6171
7913	Robert	Davis	HI-PLAINS LUMBER COMPANY, INC.	507 S Main St	Hugoton	KS	67951-2432	620-544-4304
7949	Mark	Jones	GIBSON PRODUCTS CO. OF SALINA INC.	321 S Broadway Blvd	Salina	KS	67401-3803	785-827-4474
8259	Thomas	Jones	GIBSON'S PRODUCTS CO. OF CLAY CENTE	728 W Crawford St	Clay Center	KS	67432-2338	785-632-3147
8314	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	5001 SW 29th St	Topeka	KS	66614-2349	785-272-0731
8315	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	1304 N Main St	Hutchinson	KS	67501-4002	620-663-2196
8316	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	215 S Main St	Hutchinson	KS	67501-5425	620-662-6685
8596	Tom	Jones	GIBSON PRODUCTS COMPANY OF CLAY CEN	609 N Main St	El Dorado	KS	67042-2027	316-322-7500

ACTIVE MEMBER STORES AS OF DECEMBER 31, 2023

1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
8821	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	7523 State Ave	Kansas City	KS	66112-2815	913-334-6336
9476	Greg	Paul	SPECIALTY INVESTMENTS, INC.	1230 S Woodlawn Blvd	Wichita	KS	67218-3637	316-685-7201
9480	Andrew	Bruna	ANDY'S HARDWARE & LUMBER	108 S Railroad St	Hanover	KS	66945-9073	785-337-2821
9764	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	2013 N Summit St	Arkansas City	KS	67005-3852	620-442-1100
10068	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	9301 Santa Fe Drive	Overland Park	KS	66212-3753	913-381-8883
10216	Lyle	Sawyer	SAWYER'S, INC.	341 F St	Phillipsburg	KS	67661-1920	785-543-5017
11276	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	3300 Vine St	Hays	KS	67601-1937	785-650-0125
11277	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	1601 N Kansas Ave	Liberal	KS	67901-5204	620-624-1599
11348	Patrick	Herian	AUGUSTA HOME CENTER, INC.	316 W 7th Ave	Augusta	KS	67010-1308	316-775-6361
11482	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	8829 W Central Ave	Wichita	KS	67212-3803	316-722-3100
14181	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	2050 NW Topeka Blvd	Topeka	KS	66608-1829	785-357-7005
14492	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	2075 SE 29th St	Topeka	KS	66605-2457	785-266-3878
14922	Michael E	Blaufuss	BLAUFUSS ENTERPRISES, LLC	703 N Maple	Garnett	KS	66032-1077	785-448-3241
15366	Jerald S	Kemmerer	THE DODGE CITY COOPERATIVE EXCHANGE	923 W Carthage	Meade	KS	67864	620-873-2234
15368	Jerald S	Kemmerer	THE DODGE CITY COOPERATIVE EXCHANGE	5204 N Maize Rd	Maize	KS	67101-9430	316-722-0181
15736	Gavin	Barmby	Olathe Block Co, LLC	16509 W 159th Ter	Olathe	KS	66062-3924	913-393-1506
16285	Jerald	Kemmerer	The Dodge City Cooperative Exchange	1121 W Main St	Lyons	KS	67554-2427	620-257-5000
16411	Karalee	Ridder	Midwest Appliance Center Inc.	602 Caroline Avenue	Junction City	KS	66441	785-223-5222
16533	Joseph	Jeffries	Westlake Hardware, Inc.	7821 W 151st St	Overland Park	KS	66223-2217	913-814-0377
16590	Russell	Lowen	Troth, Inc.	19894 W Kellogg Dr	Goddard	KS	67052-8714	316-500-6362
16612	Joseph	Jeffries	Westlake Hardware, Inc.	642 N Andover Rd	Andover	KS	67002-9778	316-733-0023
16615	Joseph	Jeffries	Westlake Hardware, Inc.	6230 E Central Ave	Wichita	KS	67208-4210	316-684-1082
16762	Joseph	Jeffries	Westlake Hardware, Inc.	2439 W 13th St N	Wichita	KS	67203-1930	316-942-9059
16785	Jay	DeVries	Brothers Market 5, Inc.	319 Ridge St	Tonganoxie	KS	66086-9340	913-845-2949
17062	Joseph	Jeffries	Westlake Hardware, Inc.	626 S 130th St	Bonner Springs	KS	66012-9233	913-721-8870
17351	Cody	Hoover	Hoover Lumber LLC	605 Caldwell Ave	Goodland	KS	67735-1900	785-899-7149
17353	Cody	Hoover	Hoover Lumber LLC	490 E 4th St	Colby	KS	67701-2527	785-462-3959
17515	Benjamin	Ryan	HC Hardware LLC	1318 W 8th St	Coffeyville	KS	67337-3508	620-251-0055
17741	Joseph	Jeffries	Westlake Hardware, Inc.	10080 Chestnut Street	Lenexa	KS	66220	913-214-8006
17842	Joseph	Jeffries	Westlake Hardware, Inc.	317 N Rock Road Suite 500	Derby	KS	67037-4077	316-500-6200
18025	Dallas	Madsen	GLED Scott City LLC	1320 S Main St	Scott City	KS	67871-1856	620-872-7305
18027	Dallas	Madesn	GLED Marion LLC	1228 Commercial Dr	Marion	KS	66861-1183	620-382-2810
18038	Dallas	Madsen	Gled Larned LLC	602 Broadway St	Larned	KS	67550-3049	620-285-2171
18040	Dallas	Madsen	GLED ULYSSES LLC	502 S Colorado St	Ulysses	KS	67880-2609	620-356-4171
18256	Joseph	Jeffries	Westlake Hardware, Inc.	11200 Antioch Rd	Overland Park	KS	66210-2423	913-213-1618
18401	Jabbok	Schlacks	Forge Build A LLC	807 Roseport Road	Elwood	KS	66024	913-365-1500
18561	Joseph	Jeffries	Westlake Hardware, Inc.	240 N Moonlight Rd	Gardner	KS	66030-1927	913-856-4536
18705	Jason	Cleaver	Cleaver's Farm Supply Inc.	2103 S Santa Fe	Chanute	KS	66720-3201	620-431-6070
18748	Joseph	Jeffries	Westlake Hardware, Inc.	1185 W Santa Fe St	Olathe	KS	66061-3281	913-815-0330
19099	Joseph	Jeffries	Westlake Hardware, Inc.	6327 W 119th St	Overland Park	KS	66209-2732	913-888-0808
19107	Joseph	Jeffries	Westlake Hardware, Inc.	2423 N Greenwich Rd	Wichita	KS	67226-8205	000-000-0000
1824	Larry	Hurt	MURRAY SUPPLY CO. INC.	206 Main St	Murray	KY	42071-2174	270-753-3361
2974	Ronnie	Burton	BURTON HARDWARE CO., INC.	314 Campbellsville St	Columbia	KY	42728-1203	270-384-2696
3681	Philip	Lewis	BIG 4 LBR. INC	1470 Flemingsburg Rd	Morehead	KY	40351-1807	606-784-8931

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
4923	Tony	Humphrey	ACE HARDWARE & BUILDING SUPPLY, INC	667 US Highway 431 N	Livermore	KY	42352-9724	270-278-2816
5592	Dean	Akridge	T.R.AKRIDGE & SON INC.	724 W Fairview Ave	Eddyville	KY	42038-7301	270-388-2910
5602	Fred	Miller	SAVEMORE HARDWARE, INC.	2616 W Market St	Louisville	KY	40212-1843	502-774-1339
5850	Kenneth	Stout	STOUT'S FEED STORE INC.	337 N Bardstown Rd	Mt Washington	KY	40047-7644	502-538-4232
8480	Robert	Janes	JANES BROTHERS HARDWARE, INC	2527 Portland Ave	Louisville	KY	40212-1039	502-778-8727
9465	Bronson	Mccarty	PCH, INC.	1124 Ridgeway Ave	Falmouth	KY	41040-1324	859-654-4223
9801	Dean	Akridge	T.R. AKRIDGE & SON, INC.	55 Wyatt Street	Fredonia	KY	42411	270-545-3332
9857	Walter	Schott	MAIN STREET HARDWARE CO., INC.	221 N Main St	Versailles	KY	40383-1266	859-873-3470
12011	Steven	Hurd	STEVEN E. HURD	135 Windsor Rd	Flemingsburg	KY	41041-9663	606-849-2110
14007	John H	Prewitt Jr	BLUEGRASS HARDWARE, INC.	670 University Shopping Ctr	Richmond	KY	40475-2614	859-623-2380
14139	Scott	Lawson	S C L ENTERPRISES, INC.	292 Mini Mall Dr	Berea	KY	40403-1171	859-985-0747
14481	William	Winegardner	WINEGARDNER HARDWARE, LLC	2136 Declaration Dr	Independence	KY	41051-7034	859-356-3001
14753	Mr Elva Frank	Osborne	Lucas Brothers Hardware LLC	1010 Old Hwy 60	Hardinsburg	KY	40143	270-756-6050
14882	Walter E	Schott Iii III	Wes Ace Hardware II LLC	1106 S US 127	Lawrenceburg	KY	40342	502-839-8880
14885	Brandon	Henson	HENSON ACE HARDWARE. LLC	250 W Steve Wariner Drive	Russell Springs	KY	42642-4500	270-866-8733
15129	Earnest	Watts	MEDICORP, INC.	2415 Hwy 15	Whitesburg	KY	41858-7448	606-633-2549
15441	Mark	Cobb	CRESTWOOD HARDWARE, INC. INCORPORAT	6536 W Hwy 22	Crestwood	KY	40014-9305	502-241-8491
15743	Earnest J	Watts	Pikeville Ace Hardware, Inc.	4285 N Mayo Trl	Pikeville	KY	41501-3210	606-432-9766
16066	Robert W	Brame	Cadiz Hardware, LLC	1654 Main St	Cadiz	KY	42211-6692	270-522-1122
16134	Martha	Bryant	Central Kentucky Hardware, LLC	975 Hustonville Rd	Danville	KY	40422-2165	859-236-5774
16266	Jimmy	Nichols	Houchens Food Group, Inc.	9586 Happy Valley Rd	Cave City	KY	42127-9410	270-773-3480
16279	Frederick D	Miller III	Miller Ace Hardware and Paint, Inc.	3348 Taylor Blvd	Louisville	KY	40215-2661	502-618-4081
16295	Jimmy	Nichols	Food Giant Supermarkets, Inc.	6135 Benton Rd	Paducah	KY	42003-1302	270-898-7378
16372	Jimmy	Nichols	Houchens Food Group, Inc.	99 Shawnee Dr	Hodgenville	KY	42748-1619	270-358-0400
16374	Jimmy	Nichols	Houchens Food Group, Inc.	1063 Main St	Munfordville	KY	42765-9434	270-524-2552
16425	Jimmy	Nichols	Houchens Food Group, Inc.	200 Sycamore St	Elizabethtown	KY	42701-2469	270-986-7945
16492	Scott	Blair	Liberty Ace LLC	140 Liberty Sq	Liberty	KY	42539-3392	606-787-6263
16562	Joseph	Parks	Bath County Ace Hardware, Inc.	88 Water St	Owingsville	KY	40360-8944	606-674-2022
16585	Winston	Griffin	ACE Mt. Vernon, LLC	315A US Highway 150	Mount Vernon	KY	40456-2007	606-256-1479
16782	Jimmy	Nichols	Houchens Food Group, Inc.	3170 Louisville Rd	Bowling Green	KY	42101-7102	270-793-9766
16905	Slayden Charles	Douthitt	Jackson 5 & 10, INC.	726 Highway 15 N	Jackson	KY	41339-8601	606-666-4056
16927	Frederick D.	Miller III	Preston Ace Hardware and Paint, Inc	5011 Preston Hwy	Louisville	KY	40213-2213	502-916-4589
16937	Jimmy	Nichols	Houchens Food Group, Inc.	507 W Gl Smith St	Morgantown	KY	42261-8603	270-526-2128
17046	Jimmy	Nichols	Houchens Food Group, Inc.	496B S Main St	Leitchfield	KY	42754-1024	270-230-1005
17065	Jimmy	Nichols	Houchens Food Group, Inc.	67 Settlers Center Rd	Taylorsville	KY	40071-9764	502-477-9865
17385	Jimmy	Nichols	Houchens Food Group. INC.	1445 Highway 259	Brownsville	KY	42210	270-597-2171
17428	Jimmy	Nichols	Houchens Food Group, INC.	1105 W US 60	Irvington	KY	40146	270-547-2231
17461	Jimmy	Nichols	Houchens Food Group, Inc.	709 us 31 W Bypass	Bowling Green	KY	42101-4906	270-843-0126
17466	Jimmy	Nichols	Houchens Food Group, Inc.	2706 Russellville Rd	Bowling Green	KY	42101-3959	270-796-6646
17480	David	Hart	Hart Holdings Inc.	920 N College St	Harrodsburg	KY	40330-1010	859-605-6480
17526	Jimmy	Nichols	Houchens Food Group , Inc.	445 Highway 44 E	Shepherdsville	KY	40165-6020	502-543-8019
17567	Michael	Cottingham	Cottingham True Value Hardware, Inc	8235 Alexandria Pike	Alexandria	KY	41001-1155	859-635-2111
17667	Jimmy	Nichols	Houchens Food Group, INC.	710 E Cedar St	Franklin	KY	42134-1044	270-586-1901
17689	Jimmy	Nichols	Houchens Food Group, INC.	3120 Pimlico Pkwy Ste 150	Lexington	KY	40517-4065	859-245-7817

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
17758	Gregg	Stevenson	Lyons Lumber Co , Inc.	106 Brighton Park Blvd	Frankfort	KY	40601-3714	502-695-5551
17771	Morgan	Argabright	A & A Variety, LLC	570 River Ridge Plaza	Brandenburg	KY	40108	270-422-5455
17793	Gregg	Stevenson	Lyons Lumber Co., Inc.	555 Holmes St	Frankfort	KY	40601-2211	502-223-1601
17846	Jimmy	Nichols	Houchens Food Group, Inc.	305 N 12th St	Middlesboro	KY	40965-1135	606-248-0724
17848	Jimmy	Nichols	Houchens Food Group, Inc.	265 Industrial Park Rd	Greensburg	KY	42743-1400	270-932-4772
17865	Frederick	Miller III	St Matthews Ace Hardware and Paint,	4224 Shelbyville Rd	Louisville	KY	40207-3956	502-294-7600
17972	Gregg	Stevenson	Lyons Lumber Co.,Inc.	3330 Partner Pl Ste 152	Lexington	KY	40503-3575	859-436-1700
18000	Jimmy	Nichols	Houchens Food Group, INC	235 Parkway Plz Ste 8	Barbourville	KY	40906-7304	606-546-5579
18001	Jimmy	Nichols	Houchens Food Group, Inc.	702 N Main St	Tompkinsville	KY	42167-1130	270-407-5624
18041	Jimmy	Nichols	Houchens Food Group, Inc.	2419 W Parrish Ave	Owensboro	KY	42301-2661	270-685-0095
18080	David W	Eades	D & J Hardware, LLC	20 S Irvine Rd	Irvine	KY	40336-7653	606-723-3200
18320	Tony	Houk	Great Lakes Ace Hardware, Inc	3545 N Bend Rd	Hebron	KY	41048-8525	859-586-0222
18365	Lee	Bryant	W-D Bryant & Son, Inc.	372 S 5th St	Williamsburg	KY	40769-1257	606-549-2385
18368	Mafaz	Ansar	Ace Enterprises, LLC	2360 S Dixie Blvd	Radcliff	KY	40160-1039	270-319-4240
18369	Lee	Bryant	W-D Bryant & Son, Inc.	1405 S Main St	Corbin	KY	40701-1930	606-528-2175
18382	Ronak	Parikh	Bolster Hardware, LLC	228 Keen St	Burkesville	KY	42717-7681	270-864-4322
18414	Ronak	Parikh	Bolster NQ Hardware, LLC	308 E Highway 90	Monticello	KY	42633-5342	606-348-0834
18418	Ronak	Parikh	Bolster Hardware, LLC	1345 S Highway 127	Albany	KY	42602-7703	606-387-5528
18431	Joseph	Parks	Parks Campton Ace Hardware, Inc.	60 Main St	Campton	KY	41301-9750	606-668-9935
18469	Tracy	Worley	Houchens Food Group, Inc.	1102 S Main St	Hartford	KY	42347-1836	270-504-5022
18550	Tracy	Worley	Houchens Food Group, Inc.	805 W Stockton St	Edmonton	KY	42129-8130	270-432-7000
18552	Tracy	Worley	Houchens Food Group, Inc.	1435 New Gallatin Rd	Scottsville	KY	42164-8957	270-239-7276
18649	Tracy	Worley	Houchens Food Group, Inc.	14004 Shelbyville Rd	Louisville	KY	40245-3908	502-208-2298
18713	Tony	Houk	Great Lakes Ace Hardware, Inc	8515 US Highway 42	Florence	KY	41042-9678	859-525-2038
18750	John	Mitter	Great Lakes Ace Hardware, Inc	150 Bellerive Blvd	Nicholasville	KY	40356-8120	859-368-0010
18763	Dan	Glei	FC Ace, LLC	514 N Lake Dr	Prestonsburg	KY	41653-1278	606-886-1717
18782	Wyatt	Denniston	Brown's Hardware, Inc.	321 E College Ave	Stanton	KY	40380-2325	606-663-6042
18795	Greg	Conley	Hometown Hardware Inc.	258 Parkway Dr	Salyersville	KY	41465-9245	606-349-6959
18815	Tony	Houk	Great Lakes Ace Hardware, Inc	82D Carothers Rd	Newport	KY	41071-2416	859-360-2022
858	Harold	Peri Sr.	BYWATER ACE HARDWARE INC.	438 E Judge Perez Dr	Chalmette	LA	70043-5240	504-279-0461
1057	Roger	Giroir	EDDIE'S ACE HARDWARE, INC.	4401 Downman Rd	New Orleans	LA	70126-3714	504-242-8352
1113	Kirth	Chaisson	LOCKPORT FARM MARKET & BUILDING	7814 Highway 308	Lockport	LA	70374-3945	985-532-3323
1178	Dennis	Stine	STINE, L.L.C.	2950 Ruth St	Sulphur	LA	70665-8042	337-527-6732
1231	Ca	Frost	FROST LUMBER CO. INC.	511 W 7th St	Thibodaux	LA	70301-2701	985-447-3791
1388	Charles	Couvillion	AMERICAN ACE HARDWARE, INC.	4323 Monroe Hwy	Ball	LA	71405-3935	318-640-4277
1866	Wiley	Magee	MORGAN CITY SUPPLY OF L.A., INC	1775 Grand Caillou Rd	Houma	LA	70363-7059	985-872-4563
2432	Wiley	Magee	MORGAN CITY SUPPLY OF LA. INC.	6911 Highway 90 East	Morgan City	LA	70380	985-384-3650
3175	Kirth	Chaisson	LOCKPORT FARM MARKET & BUILDING	13373 E Main St	Larose	LA	70373-2066	985-693-3157
3493	Mary	Fisher	FISHER'S ACE HARDWARE, INC.	504 Hemlock St	La Place	LA	70068-3923	985-652-1497
3609	Ian	Simoneaux	DAN BOUDREAUX'S ACE HARDWARE INC.	4767 Highway 1	Napoleonville	LA	70390-8517	985-369-6366
3650	Matthew F.	Newman	Newman Commercial Supply, Inc.	519 N Foster Dr	Baton Rouge	LA	70806-3503	225-927-2906
3667	Lloyd T	Lincoln	PORT SULPHUR ACE HARDWARE, INC.	27274 Highway 23	Port Sulphur	LA	70083-2644	504-564-9366
3682	Ray	Himel	HIMEL MOTOR SUPPLY OF ST. MARTIN, I	331 S Main St	Saint Martinville	LA	70582-4509	337-394-6024
3918	3	Members	STINE, L.L.C.	1335 N Pine St	Deridder	LA	70634-2823	337-462-2416

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
3979	Robert	Gabriel	GABRIEL BUILDING SUPPLY CO., INC.	510 W Pine St	Ponchatoula	LA	70454-3738	985-386-3525
4221	John	Theriot Jr	HIGHLAND HARDWARE & GARDEN CENTER,	7460 Highland Rd	Baton Rouge	LA	70808-6611	225-766-3049
4539	J	Stine	STINE, L.L.C.	5690 Highway 1 Byp	Natchitoches	LA	71457-3239	318-214-0065
4675	Donald	Bujol	BAYOU ROAD LUMBER AND HARDWARE COMP	58005 Bayou Rd	Plaquemine	LA	70764-2501	225-687-1987
5158	Dennis	Stine	STINE, L.L.C.	1170 Expressway Dr	Pineville	LA	71360-6697	318-487-8586
5222	Cody	Vidrine	VIDRINE'S ACE HARDWARE, INC.	320 W Main St	Ville Platte	LA	70586-4464	337-363-4876
5584	Thomas	Le Blanc	SERVICE TOOL COMPANY, INC.	912a S Lewis St	New Iberia	LA	70560-6304	337-365-4056
5590	Gary	Stine	STINE, L.L.C.	4501 Nelson Rd	Lake Charles	LA	70605-5207	337-477-7512
5971	Taylor	Ward	Ward Hardware, L.L.C.	1415 Metro Dr	Alexandria	LA	71301-3425	318-442-9777
6279	Jacob	Hutchison	HUTCH'S HARDWARE, INC.	38011 Highway 621	Gonzales	LA	70737-6052	225-673-6276
6589	Jim	Pearce	T.J. PEARCE & CO. INC.	1032 Burgessville Rd	Ruston	LA	71270-8714	318-255-4280
6754	Gary	Stine	STINE, L.L.C.	235 Odd Fellows Rd	Crowley	LA	70526-2205	337-783-4142
6914	Estelle	Cifreo	FONTAINE LUMBER COMPANY, INC.	2600 Hospital Rd	New Roads	LA	70760-3925	225-638-8537
7848	Hunter	Knight	MURPHY BATEMAN BUILDING SUPPLIES, L	1107 Washington St	Franklinton	LA	70438-1846	985-839-3531
7856	Craig	Tassin	HOMETOWN ACE HARDWARE, INC	301 NW Central Ave	Amite	LA	70422-2427	985-748-9347
8118	Gary	Stine	STINE, L.L.C.	101 E Highway 90	Iowa	LA	70647-4016	337-582-3586
8174	David	Letellier Jr	DAVID LEONARD LETELLIER JR	7043 Canal Blvd	New Orleans	LA	70124-3454	504-288-3522
8487	Jerry	Politz	BROTHER'S ACE HARDWARE INC	3085 Millerville Rd	Baton Rouge	LA	70816-2830	225-753-6183
8536	Charles	Couvillion	AMERICAN ACE HARDWARE, INC.	110 Edgewood Dr	Pineville	LA	71360-5441	318-443-8706
8608	J	Ullo	J. CHRIS ULLO, INC.	4701 Westbank Expy	Marrero	LA	70072-3005	504-341-8512
8632	Glenn	Taylor Jr.	BALDWIN-TAYLOR HARDWARE, INC.	4301 Jefferson Hwy	New Orleans	LA	70121-1519	504-833-9700
8736	W	Albritton	A & W HARDWARE, INC.	711 Winnsboro Rd	Monroe	LA	71202-3442	318-323-4242
8742	Gary	Stine	STINE, L.L.C.	110 ZIGLER DRIVE	Jennings	LA	70546	337-824-2514
8936	Andrew	Girlinghouse	FAMILY HARDWARE, INC.	849 Pine Street	Jena	LA	71342	318-992-8211
9276	Dan	Boudreau	PONTCHARTRAIN HARDWARE & LUMBER CO.	3320 Pontchartrain Dr	Slidell	LA	70458-4828	985-643-4672
9407	Floyd	Harrington	FLOYD J. HARRINGTON INC.	400 Main St	Gueydan	LA	70542-3634	337-536-9296
10211	David	Pipes	FSC SERVICE, LLC	206 14th St	Mer Rouge	LA	71261	318-647-3681
10215	Tim	Fontan	FONTAN INC.	1620 N Highway 190	Covington	LA	70433-5155	985-893-1212
11014	John	Fourroux	JOHN D. AND MITZI H. FOURROUX	455 N Alexander Ave	Port Allen	LA	70767-2517	225-343-8438
11933	John	Paul	CBS HOME EXPRESS, LLC	5075 Cut Off Rd	Coushatta	LA	71019-5105	318-932-6761
11969	Richard	Carruth	MINDEN HARDWARE, L.L.C.	807 Homer Rd	Minden	LA	71055-3021	318-382-9000
12026	Jorgen	Aaen	AAEN ENTERPRISES INC.	8015 Desiard St	Monroe	LA	71203-4939	318-343-6670
12169	Wade	Cantrelle	RENOVATIONS, INC.	16815 E Main St	Cut Off	LA	70345-3901	985-632-8988
12238	Ernest	Kiper III	KIPER HARDWARE & LUMBER CORPORATION	417 Carver St	Winnsboro	LA	71295-3861	318-435-9095
14039	Donald J.	Rouse	Rouse's Enterprises, L.L.C.	2300 Church St	Zachary	LA	70791	225-658-2784
14812	Tai	Nguyen	Happy Land Shopping Center, L.L.C.	35949 Highway 11	Buras	LA	70041-5105	504-657-6333
14862	Scott	Kojis	Scott's Ace Hardware, Inc.	1193 Highway 29 E	Bunkie	LA	71322-4019	318-346-4984
14869	Laurence F	Gillio Jr	JELA North Shore, Inc.	1037 Robert Blvd	Slidell	LA	70458-2011	985-641-1404
14881	Dennis N	Stine	STINE, L.L.C.	29200 Walker South Road	Walker	LA	70785-7903	225-667-7209
14918	Dennis	Stine	STINE, L.L.C.	6501 Ambassador Caffery Pkwy	Broussard	LA	70518-4978	337-837-1045
14969	Justin	Rogenmoser	RJS Supply, L.L.C.	5949 US Highway 167 N	Winnfield	LA	71483-5004	318-648-9199
15094	Lance D	Butler	BUTLER MANAGEMENT LLC	8889A Sullivan Rd	Baton Rouge	LA	70818-5202	225-261-3021
15147	Thomas	Wood	MARY'S FRENCH QUARTER HARDWARE, LLC	732 N Rampart St	New Orleans	LA	70116-3067	504-529-4465
15149	Ray	Himel	HIMEL MOTOR SUPPLY IBERIA, INC.	1012 Main St	Franklin	LA	70538-4317	337-828-5630

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
15217	William D	Boyd	GOODWOOD HARDWARE, LLC	7539 Jefferson Hwy	Baton Rouge	LA	70806-8308	225-926-0040
15494	Zachary E.	Zillner	MANDEVILLE HARDWARE AND BUILDING	2445 Florida St	Mandeville	LA	70448-3512	985-626-3113
15644	Michael	Pierce	GULF SOUTH LUMBER & HARDWARE, L.L.C	1602 Court A Bleau	Arnaudville	LA	70512	337-754-5189
15873	Zachary E.	Zillner	Madisonville Hardware & Building	408 Covington St	Madisonville	LA	70447-9686	985-845-1017
15891	David W	Spears	Kentwood Hardware & Supply, LLC	901 3rd St	Kentwood	LA	70444-2901	985-229-7500
16686	Ernie	Voisin	Scott's Hometown Hardware, L.L.C.	1101 Highway 90 E	Morgan City	LA	70380-5161	985-395-2250
16749	Cody W.	Vidrine	Rayne Ace Hardware, LLC	1403 Boulevard	Rayne	LA	70578	337-393-2095
16812	Renee	Broussard	Guidry's Hardware & Supply, Inc.	5633 Cameron St	Scott	LA	70583-5200	337-232-2141
16814	Renee	Broussard	Guidry's Hardware & Supply, Inc.	1818 Jefferson St	Lafayette	LA	70501-8516	337-234-5255
16921	Joey	Thibodeaux	Donaldsonville Hardware, L.L.C.	301 Railroad Ave	Donaldsonville	LA	70346-2529	225-473-3797
17329	Albert G.	Braswell, Jr.	Budget Build Lumber & Supply,	2204 EE Wallace Boulevard	Ferriday	LA	71334	318-757-8482
17334	Amin	Lakhani	A & A Kinder Hardware, LLC	219 N 8th St	Kinder	LA	70648-3634	337-738-2941
17605	Zachary E.	Zillner	DMI, LLC	8594 LA-23	Belle Chasse	LA	70037	504-394-4470
17825	Ernie	Voisin	Swampland Supply, L.L.C.	900 Utah St	Berwick	LA	70342-2600	985-384-5073
17942	Amin	Lakhani	Westwood Hardware, LLC	2365 Westwood Rd	Westlake	LA	70669-2700	337-513-4666
18043	Matthew	Skaer	JASSELS, LLC	4419 Transcontinental Dr	Metairie	LA	70006-2131	504-888-8588
18175	David Ross	Clement	Hammond Ace Hardware L.L.C.	125 N Morrison Blvd	Hammond	LA	70401-2937	985-951-3777
18234	Jay	Kolewaski	4Skis LLC	4001 E Texas St	Bossier City	LA	71111-2923	318-459-7445
18743	Ernie	Voisin	J.E.K. Hardware LLC	1968 Ormond Blvd	Destrehan	LA	70047-3804	985-725-0514
18744	Michael	Noel	Ace Hardware DA LLC	17235 Highway 90 Ste E	Des Allemands	LA	70030-4305	985-758-7071
18804	Richard	Stine	Stine, L.L.C.	801 N 8th St	Eunice	LA	70535-2317	337-457-3077
3253	George	Stamatos	HARDWARE CITY, INC.	656 Centre St	Jamaica Plain	MA	02130-2584	617-983-5466
3384	Rocco	Falcone	ROCKY'S HARDWARE, INC.	813 Main St	Millis	MA	02054-1605	508-376-9524
3578	Rocco	Falcone	ROCKY'S HARDWARE, INC.	50 Peters St	North Andover	MA	01845-5029	978-794-8571
3837	Douglas	Hamshaw	HAMSHAW LUMBER, INC.	68 New Athol Road - Rt 2a	Orange	MA	01364-9617	978-544-8211
4421	Michael	Moynihan	MOYNIHAN-NORTH READING LUMBER INC.	164 Chestnut St	North Reading	MA	01864-2710	978-664-3310
4627	Jay	Smith	L.E. Smith (1874), Incorporated	3 Station Sq	Rockport	MA	01966-1474	978-546-2229
4721	Senneth	Berrier	ATV, INC.	210 Main St	Acton	MA	01720-3640	978-263-7754
4953	William	Krum D.	EASTHAM HARDWARE, INC.	4205 State Hwy	Eastham	MA	02642-2165	508-255-7155
5410	Rocco J	Falcone	ROCKY'S HARDWARE, INC.	50 Island Pond Rd	Springfield	MA	01118-1027	413-781-0350
5412	Rocco J	Falcone	ROCKY'S HARDWARE, INC.	28 N Main St	East Longmeadow	MA	01028-2321	413-525-4224
5414	Rocco J	Falcone	ROCKY'S HARDWARE, INC.	10 Springfield St	Agawam	MA	01001-1522	413-786-6776
5416	Rocco J	Falcone	ROCKY'S HARDWARE, INC.	487 Newton St	South Hadley	MA	01075-2017	413-538-8327
5464	Greg	Jardis	AMESBURY INDUSTRIAL SUPPLY COMPANY	24 High St	Amesbury	MA	01913-2422	978-388-1313
5684	Neil	Sargent	GEORGE L. MOISON CO., INC.	143 Main St	Groton	MA	01450-1272	978-448-6792
5779	Richard	Battistoni	INTERSTATE BUILDING SUPPLIES INC.	635 College Hwy	Southwick	MA	01077-9433	413-569-5525
5804	John	Sousa	A-1 HARDWARE	3017 County St	Somerset	MA	02726-3922	508-675-7122
6184	Rocco J	Falcone	ROCKY'S HARDWARE, INC.	442 Center St	Ludlow	MA	01056-2781	413-589-0991
6432	Rocco J	Falcone	ROCKY'S HARDWARE INC.	2 Free St	Westfield	MA	01085-3004	413-568-9251
6757	Charles	Vandini	NORTH PLYMOUTH HARDWARE, INC.	304 Court St	Plymouth	MA	02360-4339	508-746-0120
7096	Theodore	Hawkes	PARK AVENUE MARKET-ACE HARDWARE, IN	46 Park Ave	South Weymouth	MA	02190-2523	781-335-3338
7120	Richard	Taylor	TAYLOR LUMBER AND OIL CO. INC.	2075 Ocean St	Marshfield	MA	02050-3147	781-834-7921
7294	Cosimo	Caccavo	COSIMO G. CACCAVO	770 Broadway	Raynham	MA	02767-5271	508-822-5527
7478	Allan	Houle	WINER BROTHERS, INC.	86 Lafayette St	Salem	MA	01970-3625	978-744-0780

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
7726	Edgar	Simoneau	ONSET VILLAGE HARDWARE	227 Onset Ave	Onset	MA	02558	508-295-0020
7823	Paul	Botello	BOTELLO LUMBER CO., INC.	26 Bowdoin Rd	Mashpee	MA	02649-3007	508-477-3132
8184	Richard	Sena	IRVINGS HOME CENTER, INC.	10 N Main St	Brockton	MA	02301-3907	508-583-4421
8190	Jeff	Dewhurst	DEWHURST LUMBER CO., INC.	215 Bedford St	East Bridgewater	MA	02333-1901	508-378-2711
8325	Al	Pacheco	INMAN SQUARE HARDWARE, INC.	1337 Cambridge St	Cambridge	MA	02139-1340	617-491-3405
8546	John	Wheatley III	R. W. SHATTUCK AND COMPANY, INC.	24 Mill St	Arlington	MA	02476-4700	781-643-0114
8614	Jeff	Caligari	E. CALIGARI & SON, INC.	224 Housatonic St	Lenox	MA	01240-2552	413-637-0488
8654	Rocco J	Falcone	ROCKY'S HARDWARE, INC.	1381 Liberty St	Springfield	MA	01104-1170	413-781-0578
8689	Clifton	Elliott	ESSEX COUNTY CO-OPERATIVE	146 S Main St	Topsfield	MA	01983-1821	978-887-2309
8732	David	Chaisson	STADLER HARDWARE INC.	3 Stadler St	Belchertown	MA	01007-9448	413-323-4521
9142	Josef	Porteleki	ROSLINDALE HARDWARE & SUPPLY CO., I	4407 Washington St	Roslindale	MA	02131-3406	617-323-8639
9448	Kenneth	Fernandes	FERNANDES LUMBER, INC.	299 Depot St	South Easton	MA	02375-1535	508-238-3651
9472	Lauren	Murphy	WOODSIDE HARDWARE CO., INC.	65 Main St	Winthrop	MA	02152-2715	617-846-2141
9652	Thomas	Mc Nulty	HINGHAM LUMBER COMPANY BUSINESS TRU	165 Chf Justice Cushng Hw	Cohasset	MA	02025	781-749-4200
9709	Michael	Moynihan	MOYNIHAN LUMBER OF BEVERLY, INC.	82 River St	Beverly	MA	01915-4223	978-927-0032
9772	Robert	Curry	CURRY HARDWARE, INC.	370 Copeland St	Quincy	MA	02169-4030	617-472-8250
9794	Rocco	Falcone	ROCKY'S HARDWARE, INC.	295 Pulaski Blvd	Bellingham	MA	02019-2425	508-883-2068
9836	Rocco	Falcone	ROCKY'S HARDWARE, INC.	25 Condlin Dr	Randolph	MA	02368-4000	781-961-9117
10090	Rocco	Falcone	ROCKY'S HARDWARE, INC.	203 Sudbury Rd	Concord	MA	01742-3498	978-369-5181
10242	Douglas	Hart	L. R. HART HARDWARE, INC.	442 Main St	Wakefield	MA	01880-3320	781-245-0989
10260	Albert	Symes	SPARTAN PAINT & SUPPLY CO., INC.	444 Main St	Stoneham	MA	02180-2606	781-438-5555
10455	George J Star	Marital Trust	STAR SALES & DISTRIBUTING CORP.	29 Commerce Way	Woburn	MA	01801-1005	781-933-8830
10720	Rocco	Falcone	ROCKY'S HARDWARE, INC.	14 Mattakesett St	Pembroke	MA	02359-2201	781-293-0560
10748	Rocco	Falcone	ROCKY'S HARDWARE, INC.	261 W Main St	Northborough	MA	01532-1847	508-393-5428
10788	Rocco	Falcone	ROCKY'S HARDWARE, INC.	19 Washington St	Canton	MA	02021-4001	781-821-3012
10857	Jessica	Bettencourt	KLEM TRACTOR, INC.	117 W Main St	Spencer	MA	01562-2623	508-885-2708
11110	Rocco	Falcone	ROCKY'S HARDWARE, INC.	1702 President Ave	Fall River	MA	02720-7148	508-673-9433
11190	Glenn	Finkelstein	GE Supply, LLC	146 S Main St	Milford	MA	01757-3289	508-634-3339
11194	Glenn	Finkelstein	GE SUPPLY LLC	593 American Legion Hwy	Westport	MA	02790-4129	508-636-8853
11460	Rocco	Falcone	ROCKY'S HARDWARE, INC.	653 Main St	Walpole	MA	02081-3717	508-660-1695
11708	Rocco	Falcone	ROCKY'S HARDWARE, INC.	22 John Fitch Hwy	Fitchburg	MA	01420-5902	978-343-4700
12010	David	Marshall	THE NEIGHBORHOOD HARDWARE GROUP, IN	743 Massachusetts Ave	Cambridge	MA	02139-3303	617-876-8310
12012	David	Marshall	THE NEIGHBORHOOD HARDWARE GROUP, IN	470 Tremont St	Boston	MA	02116-6309	617-426-7525
12014	David	Marshall	THE NEIGHBORHOOD HARDWARE GROUP, IN	1920 Beacon St	Brighton	MA	02135-7701	617-734-6440
12082	Richard	Schwartz	RICKLES HARDWARE CORP.	1756 S Main St	Fall River	MA	02724-2171	508-674-3514
12226	John	Gurnon	CHARLES ST. SUPPLY CO.	54 Charles St	Boston	MA	02114-4655	617-367-9046
14057	Senneth	Berrier	ATV, INC.	527 Groton Rd	Westford	MA	01886-1146	978-692-0774
14066	David	Marshall	THE NEIGHBORHOOD HARDWARE GROUP, IN	150 Main St	Falmouth	MA	02540-2758	508-548-0407
14468	Glenn	Finkelstein	GE SUPPLY LLC	661 Dartmouth St	Dartmouth	MA	02748-3006	508-991-5500
14470	Rocco J	Falcone	ROCKY'S HARDWARE, INC.	1583 N Main St	Palmer	MA	01069-1217	413-283-2840
14704	Neil	Sargent	MOISON ACE HARDWARE OF BEDFORD, LLC	297 Great Rd	Bedford	MA	01730-2802	781-275-6792
14851	Walter S	Spokowski	MARINE LUMBER OPERATOR, INC.	134 Orange St	Nantucket	MA	02554-4018	508-228-0900
14853	Walter S	Spokowski	MARINE LUMBER OPERATOR, INC.	1305 Rte 28	South Yarmouth	MA	02664-4453	508-398-3691
14855	Walter S	Spokowski	MARINE LUMBER OPERATOR, INC.	267 Cotuit Rd	Sandwich	MA	02563-5101	508-477-2502

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
14904	Jeffery N	Rogers	CONWELL ENTERPRISES INC.	21 Conwell Street	Provincetown	MA	02657-1534	508-487-0150
15055	Jeffrey	Baars	WYSPEN CORPORATION	9 Austin St	Charlestown	MA	02129-3502	617-241-5223
15106	Sean	Curry	Curry Hardware Hanover, Inc.	1271 Washington St	Hanover	MA	02339-1630	781-826-8250
15150	Rocco J	Falcone	ROCKY'S HARDWARE, INC.	160 Reservoir Street	Holden	MA	01520-1270	508-210-0647
15152	Rocco J	Falcone	ROCKY'S HARDWARE, INC.	209 Huttleston Ave	Fairhaven	MA	02719-1956	774-202-3384
15187	Jay Raymond	Smith	HOMETOWN HARDWARE, LLC	231 Gloucester Crossing Rd	Gloucester	MA	01930-2282	978-283-8223
15204	George A	Drew	DREW HARDWARE, LLC	1361 Main St	Hanson	MA	02341-1502	781-293-6344
15534	Glenn	Finkelstein	GE SUPPLY LLC	2290 State Rd	Plymouth	MA	02360	508-833-4400
15674	Allan	Houle	MANCHESTER HARDWARE, INC.	35 Beach St	Manchester	MA	01944-1547	978-526-4000
15695	Paul G	Fox	PAUL G. FOX, INC.	181 Route 137	Harwich	MA	02645-1360	508-432-3669
15792	Glenn	Finkelstein	GE Supply, LLC	1 Phillips St	Westborough	MA	01581-1940	508-836-3622
15897	Senneth	Berrier	ATV, Inc.	353 Watertown St	Newton	MA	02458-1329	617-244-4580
16178	Rocco	Falcone	Rocky's Hardware, Inc.	208 S Main St	Middleton	MA	01949-2450	978-624-7694
16188	Glenn	Finkelstein	GE Supply, LLC	33 W Main St	Norton	MA	02766-2711	508-622-0316
16251	Jeffrey N	Rogers	Conwell Enterprises, Inc.	70 Andrew Ave	Wayland	MA	01778-1824	508-358-0155
16276	John L.	Wheatley III	R.W. Shattuck and Company, Inc.	327 Woburn St	Lexington	MA	02420-2306	781-863-0100
16390	Senneth	Berrier	ATV, Inc.	29 White St	Cambridge	MA	02140-1413	617-868-7711
16882	David	Marshall	The Neighborhood Hardware Group, In	22 Harvard Ave	Allston	MA	02134-1706	617-782-5131
16908	Charles	Stout	S & S Lumber, Inc.	110 Main St	North Reading	MA	01864-2230	978-664-5757
16946	Senneth	Berrier	ATV, Inc.	224 Littleton Rd	Westford	MA	01886-3513	978-692-3346
17045	Jeffrey D.	Salk	Salk's of Seekonk, LLC	96 Taunton Ave	Seekonk	MA	02771-6136	401-229-2700
17061	Jeffrey	Baars	Stelmo Corporation	65 Winn St	Woburn	MA	01801-2866	781-933-2021
17072	Lauren	Baskin	Baskin's Hardware, Inc.	28 S Orleans Rd	Orleans	MA	02653-2402	508-255-6565
17073	Lauren	Baskin	Baskin's Hardware, Inc.	23 Whites Path	South Yarmouth	MA	02664-1221	508-760-2064
17074	Lauren	Baskin	Baskin's Hardware, Inc.	2 Post Office Sq	Harwich Port	MA	02646-1822	508-432-1113
17075	Lauren	Baskin	Baskin's Hardware, Inc.	850 Route 134	South Dennis	MA	02660-2504	508-385-3999
17076	James	Baskin	Brewster Hardware Store, Inc.	2632 Main St	Brewster	MA	02631-1958	508-896-6610
17320	Rocco J	Falcone	Rocky's Hardware, Inc.	17 Central Ave	Seekonk	MA	02771-4170	508-639-5932
17455	William	Koziara	Ace Pittsfield, Inc.	850 Crane Ave	Pittsfield	MA	01201-1710	413-442-7846
17503	David	Marshall	The Neighborhood Hardware Group, In	20 Main St	Topsfield	MA	01983-1831	978-887-2343
17517	Gerard Joseph	DiGiovanni	Hills Crossing LLC	280 Blanchard Rd	Belmont	MA	02478-4006	617-489-0250
17520	Rocco J.	Falcone	Rocky's Hardware, Inc.	393 Chandler St	Worcester	MA	01602-3329	774-420-2688
17527	Jeremiah	O'Connor	J.P. O'Connor Hardware, INC.	446 Boston Rd	Billerica	MA	01821-2714	978-663-3520
17540	John	Wheatley III	R.W. Shattuck and Company, INC.	231 Main St	Hyannis	MA	02601-4001	508-775-0620
17634	Glenn	Finkelstein	GE Supply, LLC	681 Falmouth Rd	Mashpee	MA	02649-3327	774-361-0550
17642	Peter	Kelly	Lunt & Kelly, Inc.	163 State St	Newburyport	MA	01950-6635	978-462-2951
17671	Kevin	Ryan	Fells Hardware, Inc.	654 Main St	Winchester	MA	01890-1906	781-729-0902
17831	Daniel P	Gibbons	Fresh Paint and Wallcovering LLC	262 Main St	Wilmington	MA	01887-2342	978-657-6161
17850	Rocco J	Falcone	Rocky's Hardware, Inc	98 Main St	Medway	MA	02053-1801	508-321-1630
17884	Karl	Smith	F & S Hardware Inc.	70 Atlantic Ave	Marblehead	MA	01945-3042	781-639-2257
17977	Douglas	Hamshaw	Hamshaw Lumber, Inc.	16 Elm St	South Deerfield	MA	01373-1006	413-665-8881
17979	Douglas	Hamshaw	Hamshaw Lumber, Inc.	1123 Bernardston Rd	Greenfield	MA	01301-1164	413-774-6311
17984	Douglas	Hamshaw	Hamshaw Lumber, Inc.	150 College St	Amherst	MA	01002-2308	413-253-3411
17986	Douglas	Hamshaw	Hamshaw Lumber, Inc.	99 S Barre Rd	Barre	MA	01005-8827	978-355-3411

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
18105	John	Wheatley III	R.W. Shattuck and Company, Inc	1298 Massachusetts Ave	Arlington	MA	02476-4125	781-643-1900
18245	Paul G	Fox	Paul G. Fox, Inc.	624 Main St	Chatham	MA	02633-2203	508-945-0107
18483	David	Marshall	The Neighborhood Hardware Group, In	1641 Beacon St	Waban	MA	02468-1512	617-244-4566
18856	Glenn	Finkelstein	GE Supply, LLC	352 Bedford St	Lakeville	MA	02347-2107	000-000-0000
19000	William E	Aubuchon IV	W.E. Aubuchon Co., Inc.	34 Pearson Blvd	Gardner	MA	01440-3910	978-630-4500
19015	William E	Aubuchon IV	W.E. Aubuchon Co., Inc.	26 High St	Clinton	MA	01510-2907	978-365-4500
19019	William E	Aubuchon IV	W.E. Aubuchon Co., Inc.	118 E Main St Ste 7	Webster	MA	01570-1710	508-949-2500
19020	William E	Aubuchon IV	W.E. Aubuchon Co., Inc.	168 Northampton St	Easthampton	MA	01027-1020	413-529-9494
19021	William E	Aubuchon IV	W.E. Aubuchon Co., Inc.	182 Summer St., Ste 11	Kingston	MA	02364-1277	781-585-2009
19023	William E	Aubuchon IV	W.E. Aubuchon Co., Inc.	265 E Street	Franklin	MA	02038	508-528-8484
3750	Abby	Gearhart	GREEN'S HOME CENTER, INC.	1706 Old Liberty Rd W	Westminster	MD	21157-7949	410-875-2660
5353	Brian C	Smith	F.N. SMITH HARDWARE, LLC	3803 Norrisville Rd	Jarrettsville	MD	21084-1421	410-692-5105
6698	John	Ward	N & S RENTALS, INC.	19600 Frederick Rd	Germantown	MD	20876-1306	301-428-3200
7137	Daniel	Lewis	ODENTON HARDWARE, INC.	8380 Piney Orchard Pkwy	Odenton	MD	21113-1538	410-674-5222
7164	J Michael	Cottingham	ROMMEL HOLDINGS, INC.	6807 Coastal Hwy	Ocean City	MD	21842-2944	410-524-2300
7700	J Michael	Cottingham	ROMMEL HOLDINGS, INC.	574 Ritchie Hwy	Severna Park	MD	21146-2951	410-544-0330
7716	J Michael	Cottingham	ROMMEL HOLDINGS, INC.	121 W College Ave	Salisbury	MD	21804-6961	410-742-2127
7720	J Michael	Cottingham	ROMMEL HOLDINGS, INC.	802 Woods Rd	Cambridge	MD	21613-9471	410-228-9391
7731	J Michael	Cottingham	ROMMEL HOLDINGS, INC.	364 Thompson Creek Mall	Stevensville	MD	21666-2500	410-643-7702
8210	Gregory	Phelps	PHELPS COMPANY INC.	1312 S Main St Ste 7	Mount Airy	MD	21771-5373	301-829-0808
8514	Sarah Lund	Miller	BRYANS ROAD BUILDING & SUPPLY CO.,	3060 Livingston Rd	Bryans Road	MD	20616-4212	301-283-6081
9078	Maurice	Hart JR	BRADLEY HARDWARE, INC	6930 Arlington Rd	Bethesda	MD	20814-5206	301-654-5688
9240	David	Sneade	SNEADE'S ACE HOME CENTER, INC	11861 Hg Trueman Rd	Lusby	MD	20657-2870	410-326-3222
9249	David	Sneade	SNEADE'S ACE HOME CENTER, INC.	1750 Prosper Ln	Owings	MD	20736-4002	410-257-2963
10472	Charles	Sposato	BAY ACE HARDWARE, INC.	23 W Main St	Rising Sun	MD	21911-1857	410-658-1000
11101	James Ernest W	Strong	CHESTERTOWN LUMBER CO., LLC	805 Washington Ave	Chestertown	MD	21620-1003	410-810-9080
11139	Margaret	Clark	EDWARD T. CLARK & SONS, INC.	10325 US Route 40	Ellicott City	MD	21042-7103	410-465-9633
11182	Janna	Naylor	A.D. NAYLOR & CO., INC.	32 S 3rd St	Oakland	MD	21550-1523	301-334-3923
11184	Janna	Naylor	A.D. NAYLOR & CO., INC.	1350 W Industrial Blvd	Cumberland	MD	21502-4461	301-777-9101
14310	J Michael	Cottingham	ROMMEL HOLDINGS, INC.	4231 Ebenezer Rd	Baltimore	MD	21236-2141	410-256-1913
14587	Gina M	Schaefer	FEDERAL HILL HARDWARE, LLC	1214 Light St	Baltimore	MD	21230-4306	410-244-5910
14925	Marc	Friedman	HOMESTEAD HARDWARE, LLC	601 E Homestead St	Baltimore	MD	21218-3557	443-627-8893
15073	Gina M	Schaefer	TAKOMA PARK HARDWARE, LLC	7001 Carroll Ave	Takoma Park	MD	20912-4429	240-839-5170
15592	Gina M	Schaefer	CANTON HARDWARE, LLC	1022 Binney St	Baltimore	MD	21224	410-327-0404
15797	John	Price	Price & Gannon, Inc.	2448 Centreville Rd	Centreville	MD	21617-2802	410-758-0730
15798	John	Price	JBK Hardware, Inc.	18 Washington Square Shopping Cente	Chestertown	MD	21620	410-778-9600
15819	Melissa	Wade	Bubbasam, LLC	1320 Cape St Claire Rd	Annapolis	MD	21409-5216	410-757-0797
15878	James	Streett	Fallston Markets of Maryland, Inc.	2315 Bel Air Rd	Fallston	MD	21047-2740	410-877-3392
16163	Craig E	Mayne	Cousin's Hardware Inc.	215 N Church St	Thurmont	MD	21788-1639	301-271-2551
16377	Lisa	Gilbert	Brunswick Ace Hardware, Inc.	40 Souder Rd	Brunswick	MD	21716-1245	301-969-0107
16660	Michael J	Costello	Bellmore Home Center, Inc.	7936 Crain Hwy S	Glen Burnie	MD	21061-4932	410-969-5050
16661	Michael J	Costello	Bellmore Home Center, Inc.	4167 Mountain Rd	Pasadena	MD	21122-4455	410-437-4300
16663	Michael J	Costello	Bellmore Home Center, Inc.	89 Central Ave W	Edgewater	MD	21037-2620	410-956-6811
16714	Maurice W	Hart III	Kensington Hardware, Inc.	10504 Connecticut Ave	Kensington	MD	20895-2426	301-933-2207

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
17507	Michael J.	Costello	Bellmore Home Center, INC.	2729 Fallston Rd	Fallston	MD	21047-1307	410-692-2227
17528	Michael J.	Costello	Bellmore Home Center, INC.	6 N Bond St	Bel Air	MD	21014-3531	410-838-5161
17555	Dion	Enright	Ace of Eastern Shore, Inc	11718 Somerset Ave	Princess Anne	MD	21853-1239	410-651-0422
17560	Dion	Enright	Ace of Eastern Shore, Inc	201 Hearne Ave	Pocomoke City	MD	21851-1106	410-957-2010
17575	Michael	Costello	Bellmore Home Center, Inc.	10912 York Rd. Ste 100	Cockeysville	MD	21030-2257	410-785-1300
17608	Gina A	Schaefer	Silver Spring Hardware, L.L.C.	815 Wayne Ave	Silver Spring	MD	20910-4427	301-565-9150
17616	Jessica F.	Burton	R. F. Burton, LLC	5811 Chesapeake Villa Rd	Rock Hall	MD	21661-1538	410-639-7014
17743	David	Sneade	Sneade's Ace Home Center, INC.	30314 Triangle Dr	Charlotte Hall	MD	20622-4103	301-884-0300
17774	David	Sneade	Sneade's Ace Home Center, INC.	40845 Merchants Lane Ste 240	Leonardtwn	MD	20650	301-475-5800
17795	Rod	Wheeler	ACEDMV, L.L.C.	1761 Ritchie Station Ct	Capitol Heights	MD	20743-5064	301-390-2882
17869	Michael	Costello	Bellmore Home Center, Inc.	6655 Crain Hwy	La Plata	MD	20646-4287	301-934-3200
18111	Melissa	Wade	Harveddie, LLC	1633 Crofton Ctr	Crofton	MD	21114-1318	410-757-0199
18167	Margaret	Clark	A&J Clark, LLC	8895 McGaw Rd.	Columbia	MD	21045-4746	410-465-0500
18339	Peter	Anderson	Ace Of Boonsboro, LLC	6720 Old National Pike	Boonsboro	MD	21713-2721	301-799-7070
18554	Maurice W	Hart III	M & M Acquisitions, LLC	10110 River Rd	Potomac	MD	20854-4903	301-299-6333
19025	William E	Aubuchon IV	W.E. Aubuchon Co., Inc.	3801 Sandy Spring Rd	Burtonsville	MD	20866-1138	301-421-1900
3220	John	Oddy	C & K Hardware Inc	45 Portland Rd	Kennebunk	ME	04043-6660	207-985-6000
3511	Benjamin	Hussey	HUSSEY'S GENERAL STORE	510 Ridge Rd	Windsor	ME	04363-3526	207-445-2511
3617	William	Chandler	COASTAL HARDWARE, INC.	914 Route 1	Yarmouth	ME	04096-6925	207-846-3861
3798	Everett	Spear	EVERETT L. SPEAR, INC.	10 Payne Ave	Rockland	ME	04841-2118	207-594-4331
4290	Kelly Ann E	Mercier	Guild's Country Hardware, LLC	1739 Federal Rd	Livermore	ME	04253-4217	207-897-4617
4641	James	Ryder	THE RZR COMPANY, INC.	3533 Atlantic Hwy	Waldoboro	ME	04572-6026	207-832-4481
8067	Scott	Eldredge	ELDREDGE LUMBER & HARDWARE, INC.	627 US Route 1	York	ME	03909-1641	207-363-2004
8528	Frederick G	Crowe	WHEATON & MCLAUGHLIN, INC.	123 Main St	Princeton	ME	04668-3306	207-796-5128
9116	Frederick	Brown	F.T. BROWN COMPANY	106 Main Street	Northeast Harbr	ME	04662	207-276-3329
10684	Clayton	Kyle	MAINE HARDWARE, LLC	274 Saint John St	Portland	ME	04102-3019	207-773-5604
11232	Crystal A	Carrier	CALAIS HARDWARE & HOME CENTER, INC.	295 North St	Calais	ME	04619-1214	207-454-2309
11835	John	Petrocelli	MINOT AVENUE ACE HARDWARE, INC.	965 Minot Ave	Auburn	ME	04210-3741	207-783-0433
14443	Gary	Vaillancourt	VAILLANCOURT BUILDING SUPPLY, INC.	525 Main St	Van Buren	ME	04785-1428	207-868-2254
15226	Kathryn J	Dobrowolski	FALMOUTH HARDWARE. LLC	215 US Rte 1	Falmouth	ME	04105-1325	207-210-6680
15235	Scott W	Eldredge	ELDREDGE LUMBER & HARDWARE, INC.	145 Presumpscot St	Portland	ME	04103-5201	207-770-3004
15538	Troy	Plummer	PLUMMER'S HARDWARE, LLC	42 Central Ave	Limerick	ME	04048-3212	207-793-2040
15546	Troy	Plummer	PLUMMER'S HARDWARE, LLC	1009A Main St	Waterboro	ME	04087-3102	207-247-4397
15548	Troy	Plummer	PLUMMER'S HARDWARE, LLC	241 Parker Farm Rd	Buxton	ME	04093-3244	207-727-3113
15957	Daniel R	Johnson	Oak Hill Ace Hardware, Inc.	29 Gorham Rd	Scarborough	ME	04074-9502	207-883-5058
15959	Daniel R	Johnson	Oak Hill Ace Hardware, Inc.	636 US Route 1	Scarborough	ME	04074-9700	207-883-0101
16065	Alan	White	The Island Employee Cooperative, In	3 Burnt Cove Rd	Stonington	ME	04681-3301	207-367-5570
16450	Rocco J	Falcone	Rocky's Hardware, Inc.	55 Congress Ave	Bath	ME	04530-1536	207-443-6089
16504	Aaron	Sleeper	Aaron Sleeper	183 Ossipee Trl	Limington	ME	04049-3702	207-637-2701
16514	Tom	Tillson	H.L. Tillson & Company	11 Main St	Dexter	ME	04930-1374	207-924-7359
16517	Tom	Tillson	H.L. Tillson & Company	2402 Route 2	Hermon	ME	04401-0666	207-848-2500
16669	Daniel P	Craffey	Gray Ace Hardware, Inc.	19 Portland Rd	Gray	ME	04039-9431	207-657-4204
17660	Troy	Plummer	Plummer's Hardware, LLC	57 Main St	Gorham	ME	04038-1301	207-839-4856
17695	Paul	Paradis	Gerald J. Paradis, INC	31 Holland Ave	Bar Harbor	ME	04609-1433	207-288-4995

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
17727	Cyril	Drillen	Drillen Hardware, Inc.	460 Cottage Rd	South Portland	ME	04106-4925	207-799-4133
17729	Cyril	Drillen	Drillen Enterprises, Inc.	1086 Sabattus St	Lewiston	ME	04240-1908	207-783-4600
18071	Chris	Brochu	Ware-Butler, Inc.	354 Main St	Kingfield	ME	04947-4107	207-265-2231
18207	Chris	Brochu	Ware-Butler, Inc	534 Main St	Corinth	ME	04427-3275	207-285-7977
18211	Chris	Brochu	Ware-Butler, Inc	339 Main St	Madison	ME	04950-4221	207-696-8286
18213	Chris	Brochu	Ware-Butler, Inc	1524 Main rd. Rt. 2	Palmyra	ME	04965-3235	207-285-7997
18215	Chris	Brochu	Ware-Butler, Inc	369 River Rd	Mexico	ME	04257-1846	207-364-9999
18217	Chris	Brochu	Ware-Butler, Inc	35 Bridge St	West Enfield	ME	04493	207-732-3351
18314	Leroy	Robinson Jr	LDRJR, LLC	22 Peck Farm Rd	Winthrop	ME	04364-1565	207-377-2711
18333	Ernie	D'Angelo	Tightline Industries LLC	6 Shapleigh Rd	Kittery	ME	03904-1402	207-439-4150
18421	Chris	Brochu	Ware-Butler, Inc.	38 Lily Bay Rd	Greenville	ME	04441-3142	207-695-2897
18423	Scott W	Eldredge	Eldredge Lumber & Hardware, Inc.	1787 Main St	Sanford	ME	04073-2448	207-490-6304
18425	Rick	Gowell	G Squared Hardware, Inc	440 Route 202	Greene	ME	04236-4241	207-376-9985
18501	Troy	Plummer	Plummer's Hardware, LLC	30 Central St	Westbrook	ME	04092-2809	207-854-5868
18538	Allen	Hayes Jr.	A & B Hayes, Inc.	204 Portland Rd	Bridgton	ME	04009-4226	207-647-3342
18742	Chris	Brochu	Ware-Butler, Inc	404 Essex St	Dover Foxcroft	ME	04426-1316	207-873-3371
19028	William E	Aubuchon IV	W.E. Aubuchon Co., Inc.	1165 Post Rd	Wells	ME	04090-4512	207-646-6900
19029	William E	Aubuchon IV	W.E. Aubuchon Co., Inc.	486 Stillwater Ave	Old Town	ME	04468-2190	207-827-7972
19031	William E	Aubuchon IV	W.E. Aubuchon Co., Inc.	398 Madison Ave	Skowhegan	ME	04976-4229	207-474-2566
19032	William E	Aubuchon IV	W.E. Aubuchon Co., Inc.	535 Maine Ave	Farmingdale	ME	04344-2901	207-582-4604
19035	William E	Aubuchon IV	W.E. Aubuchon Co., Inc.	484 Wilson St	Brewer	ME	04412-1481	207-989-5669
19036	William E	Aubuchon IV	W.E. Aubuchon Co., Inc.	138 Main St	Norway	ME	04268-5643	207-743-5072
19038	William E	Aubuchon IV	W.E. Aubuchon Co., Inc.	499 Roosevelt Trl	Naples	ME	04055-5318	207-693-3343
19039	William E	Aubuchon IV	W.E. Aubuchon Co., Inc.	231 Northport Ave	Belfast	ME	04915-6005	207-338-1334
19040	William E	Aubuchon IV	W.E. Aubuchon Co., Inc.	30 Garland Rd	Winslow	ME	04901-0600	207-872-7039
228	Shawn J	O'Brien	ACE HARDWARE COMPANY	4106 US Highway 31 S	Traverse City	MI	49684-9228	231-943-8288
273	Theodore B	Barnes II	ACE BARNES HARDWARE INC	2105 W Stadium Blvd	Ann Arbor	MI	48103-4543	734-665-7555
277	Ray	Wohlfeil	WOHLFEIL HARDWARE & TOOLS, INC.	5818 State St	Saginaw	MI	48603-3419	989-799-0942
280	Paul H	Krupkin	SCHEER'S ACE HARDWARE & SUPPLY, INC	8601 W 9 Mile Rd	Oak Park	MI	48237-2354	248-542-1802
344	Greg	White	ACE HARDWARE & SPORTS, INC.	419 E Main St	Midland	MI	48640-5117	989-832-8829
1083	Tony	Dodick	GREGOIRE & DODICK ENTERPRISES INC.	706 E Midland St	Bay City	MI	48706-4951	989-893-3531
1530	Richard	Steiger	STEIGER'S HOME CENTER, INC.	1001 E Lead St	Bessemer	MI	49911-1462	906-667-0201
1660	Randall	Patzer	G.C. HARDWARE, INC.	28715 Ford Rd	Garden City	MI	48135-2845	734-425-6080
1850	Timm	Sahs	SAHS, INC.	883 N Mill St	Northport	MI	49670-9779	231-386-7331
1867	Raymond	Formosa	BROOKS LUMBER CO., INC.	2200 Trumbull AVE	Detroit	MI	48216-1348	313-962-6448
2578	James	White	ACE HARDWARE & SPORTS, INC.	200 Water St	Boyne City	MI	49712-1245	231-582-6532
3149	Ned A	Hagaman	QUINCY ACE HARDWARE, LLC	1 E Chicago St	Quincy	MI	49082-1101	517-639-5325
3282	Jeff	Nap	NAP SUPPLY, INC.	7575 M-43	Cloverdale	MI	49035	269-623-5381
3456	Timothy	Novak	BIGARI HARDWARE INCORPORATED	605 Seldon Rd - Hwy 189-S	Iron River	MI	49935-1837	906-265-9614
3503	Luann	Greenfelder	CHESANING SALES COMPANY	207 W Broad St	Chesaning	MI	48616-1204	989-845-2030
4170	Thomas	Read	READ LUMBER & HARDWARE, INC.	4585 E Mi State Road 36	Lakeland	MI	48143	810-231-2132
4257	Evelyn G	Stelfox	DURST LUMBER COMPANY	2450 11 Mile Rd	Berkley	MI	48072-3049	248-542-2010
5216	Garth	Larson	Larson & Son Ace Hardware Inc	4 Lincoln St	Hart	MI	49420-1136	231-873-2216
5280	Michael	Imbordino	PAW PAW ACE HARDWARE, INC.	1038 E Michigan Ave	Paw Paw	MI	49079-9464	269-657-2515

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
5347	Mark	Kellogg	KELLOGG HARDWARE OF HARTFORD INC.	4 W Main St	Hartford	MI	49057-1005	269-621-3503
5473	William	Deary	WOODSIDE HARDWARE, INC.	86 Woodside Ave	Essexville	MI	48732-1108	989-892-6084
5655	Jeffrey	Whitsitt	PINE LUMBER COMPANY OF MILLERSBURG	12587 Luce St	Millersburg	MI	49759	989-733-6117
5656	Mathew	Borre	BORRE, INC.	2360 Niles Rd	Saint Joseph	MI	49085-2814	269-429-1504
6296	Roger	Clouse	GLENNIE HARDWARE, INC.	3280 State Rd	Glennie	MI	48737-9617	989-735-2371
6399	Gerald	Mottes	MOTTES BUILDING SYSTEMS INC.	193 E M35	Gwinn	MI	49841	906-346-7940
6411	David	Lockwood	LOCKWOOD ENTERPRISES, INC.	6820 Lakeshore Rd	Lexington	MI	48450-8663	810-359-8135
6949	Mathew	Borre	BORRE INC.	1545 W John Beers Rd	Stevensville	MI	49127-9408	269-429-7133
7051	Doug	Lang	LSSB ENTERPRISES, INC.	12901 S Saginaw St	Grand Blanc	MI	48439-1834	810-694-5710
7205	Daniel	O'Haver	HACKNEY HARDWARE, INC.	8105 Main St	Dexter	MI	48130-1029	734-426-4009
7330	Richard	Roberts	R. K. ROBERTS, INC.	340 S Cedar St	Mason	MI	48854-1435	517-676-4900
7391	Bryce	Cronk	WBMS, LLC	8126 Mason Dr	Newaygo	MI	49337-8896	231-652-6047
7655	Jeff	Bretzke	NUGENT ACE HARDWARE, INC.	1665 Benzie Hwy	Benzonia	MI	49616-9709	231-882-4322
8494	David D	Martin	DON MARTIN AND SON, INC	145 W Chicago Blvd	Tecumseh	MI	49286-1552	517-423-2065
8570	M. Gerald	Morello Jr.	JERRY'S ACE HARDWARE, INC.	2245 Fort St	Wyandotte	MI	48192-4135	734-282-9922
8637	Cathy	Argall	COUNTRY VILLAGE, INC	1150 Country Ln	Ishpeming	MI	49849-3405	906-485-1870
8811	Shawn J	O'Brien	ACE HARDWARE COMPANY	3597 Bunker Hill Road	Acme	MI	49610	231-938-2021
9059	Theodore B	Barnes II	ACE BARNES HARDWARE INC	3352 Washtenaw Ave	Ann Arbor	MI	48104-4204	734-971-4555
9205	Sean	Adams	BEAR LAKE HARDWARE & SUPPLY, INC.	11950 Chippewa Hwy	Bear Lake	MI	49614-9424	231-864-3036
9226	Dennis	Perdue	DEN-B, INC.	2416 N East St	Lansing	MI	48906-4106	517-482-2150
9468	Shawn J	O'Brien	ACE HARDWARE COMPANY	734 W Front St	Traverse City	MI	49684-2237	231-946-2140
9545	Patricia	Mishica	ACE HARDWARE OF CALUMET, INC.	334 5th St	Calumet	MI	49913-1522	906-337-0912
9566	Gregory	Dean	NORTHSHORE HARDWARE, INC.	605 Whitehall Rd	Muskegon	MI	49445-3221	231-744-1280
9671	J	Bradley	WARREN PIPE & SUPPLY COMPANY OF FRA	18660 15 Mile Rd	Fraser	MI	48026-3462	586-294-6810
9694	Janet	Targgart	TARGGART CORPORATION	19500 Sumpter Rd	Belleville	MI	48111-8725	734-697-9363
9784	Sally	Kagerer	ART BEAUCHAMPS SPORTING GOODS	1101 W Pierson Rd	Flint	MI	48505-3119	810-789-7871
10545	Christopher	Corrigan	KNOBLOCK HARDWARE CO. INC.	2118 Lewis St	Flint	MI	48506-3219	810-234-3695
10609	Ernie	Phillips	ACE HARDWARE AND LUMBER COMPANY OF	108 Elizabeth Street	Eaton Rapids	MI	48827	517-663-5421
10679	Charles	Bernard	BERNARD'S HARDWARE COMPANY, INC.	1601 W Main St	Lowell	MI	49331-1543	616-897-9490
10904	Jared	Smith	Darling & Sons Hardware Inc.	855 W Michigan Ave	Marshall	MI	49068-2201	269-781-7921
10975	Michael	Gilmurray	BALDWIN TRUE VALUE, INC.	6785 S M-37	Baldwin	MI	49304-8900	231-745-4511
11006	Mark	Pugsley	PUGSLEY ENTERPRISES, INC.	917 E McNichols Rd	Detroit	MI	48203-2853	313-869-0404
11215	Todd	De Vries	FREMONT HARDWARE, INC.	105 N Stone Rd	Fremont	MI	49412-1083	231-924-9801
11267	Nicole E	Mahaney	CHOCOLAY HARDWARE COMPANY	2250 US Highway 41 S	Marquette	MI	49855-9119	906-249-2223
11377	Mark	Greyerbiehl	FIVE STAR NORTH, INC.	06675 M 66 N	Charlevoix	MI	49720-9505	231-547-6232
11396	Mark	Pugsley	LDL ENTERPRISES, INC.	2015 Auburn Rd	Utica	MI	48317	586-731-7330
11541	Gerald	Bolthouse	BOLTHOUSE MERCHANDISING CORPORATION	2526 84th St SW	Byron Center	MI	49315-8007	616-878-1555
11547	Timothy	Smith	ACE HARDWARE OF SANDUSKY, INC.	85 S Elk St	Sandusky	MI	48471-1337	810-648-2330
11707	Thomas	Hunt	HUNT'S ACE HARDWARE, INC.	33567 7 Mile Rd	Livonia	MI	48152-3094	248-474-8700
11795	Roger	Clouse	LEWISTON ACE HARDWARE, INC.	4910 Salling Ave	Lewiston	MI	49756-7852	989-786-4910
11955	Matthew	Schafer	NORTH CENTRAL HARDWARE, INC.	10316 S Clare Ave	Clare	MI	48617-9733	989-386-4000
11958	Gregory	Dean	SPRING LAKE HARDWARE, INC.	743 E Savidge St	Spring Lake	MI	49456-1985	616-842-2332
12013	Gerald	Bolthouse	BOLTHOUSE MERCHANDISING CORPORATION	200 S Boltwood St	Hastings	MI	49058	269-945-2003
12057	Patricia J	Schaffer	FOSTER'S HARDWARE, INC.	2011 Newberry Ave	Newberry	MI	49868-1338	906-293-3275

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
12066	Gary	Wrigley	NANKIN HARDWARE & HOBBY DO-IT CENTE	35101 Ford Rd	Westland	MI	48185-7124	734-722-5700
12091	Richard	Madigan	MADIGAN TRUE VALUE HARDWARE, INC.	202 Elm Ave	Munising	MI	49862-1108	906-387-2033
12124	Dale	Meyer	MEYER TRUE VALUE HARDWARE CO.	421 E Mitchell St	Petoskey	MI	49770-2623	231-347-3978
12126	Dale	Meyer	MEYER TRUE VALUE HARDWARE CO.	1371 Us 31 North	Petoskey	MI	49770	231-347-7390
12128	Dale	Meyer	MEYER TRUE VALUE HARDWARE CO.	1030 S State St	Harbor Springs	MI	49740-1160	231-526-6288
12265	Daniel	O'Haver	HACKNEY MILAN, INC.	513 W Main St	Milan	MI	48160-9559	734-439-0432
14044	Randall	Lanski	NOIR DOG, LLC	103 E 8th St	Mio	MI	48647-2507	989-826-3600
14075	Marvin	Stone	STONES ACE, INC.	41400 Hayes Rd	Clinton Township	MI	48038-5868	586-416-0088
14090	Gregory M	Oman	OMAN HARDWARE ENTERPRISES, INC.	51254 Romeo Plank Rd	Macomb	MI	48042-4129	586-786-9040
14255	Gary	Klemz	BAKER'S GAS & WELDING SUPPLIES, INC	905 N Dixie Hwy	Monroe	MI	48162-2539	734-241-8959
14431	Shaun	Bradley	S B HARDWAWRE, INC.	31 44th St SW	Wyoming	MI	49548-4101	616-538-5170
14525	Charles	Ross	GRACE HARDWARE, INC.	97 W Long Lake Rd	Troy	MI	48098-4633	248-689-8030
14586	William	Kelly	KELCO, INCORPORATED	1040 M68 Hwy	Rogers City	MI	49779	989-734-0507
14826	Norman M	Davidson	SECURITY ACE HARDWARE, INC.	24630 Eureka Rd	Taylor	MI	48180-5160	734-946-2700
14831	Charles J	Laurencelle	BEVERLY HILLS ACE HARDWARE. LLC	17670 W 13 Mile Rd	Beverly Hills	MI	48025-5441	248-644-0500
14852	Bradley J	Polega	SEBEWAING ACE HARDWARE, L.L.C.	8840 Unionville Rd	Sebewaing	MI	48759-9569	989-883-2740
14895	Marvin T	Stone	STONE'S ACE OF RICHMOND, INC.	68286 S Main St	Richmond	MI	48062-1336	586-727-1800
14924	Greg	Visser	ZEELAND HARDWARE ETC., L.L.C.	435 W Main Ave	Zeeland	MI	49464-1561	616-772-6500
14948	F Keith	Killen	PLAZA ACE, LLC	1307 8th Ave	Menominee	MI	49858-2762	906-424-4092
14984	Jason	Mc Lean	MC LEAN'S PROMART HOME CENTER #2, I	209 S James St	Grayling	MI	49738-1808	989-348-2931
15002	Claude L	Stutts	VILLAGE HARDWARE OF LINDEN, INC.	620 W Broad St	Linden	MI	48451-8644	810-735-4100
15071	Marvin T	Stone Jr	STONES ACE OF ROMEO, INC.	222 E Saint Clair	Romeo	MI	48065-5259	586-752-9944
15132	Robert H	Frisch Iii III	ORTONVILLE ACE HARDWARE, INC.	440 N Ortonville Road	Ortonville	MI	48462-8576	248-627-9217
15139	Richard	Harman	R & T HARMAN ENTERPRISES, INC	7129 W Q Ave	Kalamazoo	MI	49009-5951	269-376-2000
15166	James M	Junga	BZNDS ENTERPRISE, INC.	1220 E Michigan Ave	Saline	MI	48176-1776	734-944-9862
15208	Dale E	Meyer	MEYER TRUE VALUE HARDWARE CO.	1961 S Otsego Ave	Gaylord	MI	49735-8489	989-732-1394
15221	Matthew	Abramsky	LHA ENTERPRISE LLC	24011 John R Rd	Hazel Park	MI	48030-1105	248-541-8790
15291	Marvin T	Stone Jr	STONES ACE HARDWARE OF ORION, INC.	3015 S Baldwin Road	Orion	MI	48359-1028	248-499-6422
15495	Michael J	Vinckier	VINCKIER ACE HARDWARE LLC	4545 Van Dyke Rd	Almont	MI	48003-8511	810-798-2004
15525	Paul J	Greyerbiehl	Five Star Supply Inc	1135 S Milford Rd	Highland	MI	48357	248-887-3741
15617	Sandy V	Kingsland	KINGSLAND HARDWARE, INC.	6579 28th St SE	Grand Rapids	MI	49546-6919	616-949-1240
15625	Ross Allan	Martin	CALEDONIA HARDWARE, LLC	9960 Cherry Valley Ave SE	Caledonia	MI	49316-9578	616-891-9255
15769	Roger E	Clouse	Roger's Oscoda Enterprises, Inc.	5112 N US Highway 23	Oscoda	MI	48750-9559	989-569-6304
15973	Lori K	Vinckier	St. Clair Homegoods & Ace Hardware	201 N Riverside Ave	Saint Clair	MI	48079-5491	810-326-2665
16040	Orville	Short Jr	K & B Retail LLC	2727 North M 33	Rose City	MI	48654	989-685-3945
16136	Paul J	Geesey Jr	Pac Investments Corporation	2100 Walnut Lake Rd	West Bloomfield	MI	48323-3736	248-862-2385
16166	Andrew	Wesche	JTW Hardware, LLC	558 Water St	Allegan	MI	49010-1311	269-673-8942
16237	James E	Byrum	Byrum Ace Hardware #3, Inc.	515 Lansing St	Charlotte	MI	48813-1100	517-543-8144
16238	James E	Byrum	Blackhawks Hardware and Rentals, In	832 W Bellevue St	Leslie	MI	49251-9302	517-589-8300
16269	Lori K	Vinckier	Vinckier Armada Foods LLC	22960 W Main St	Armada	MI	48005-3241	586-473-8031
16270	Jerry	Bruns	Kingsford Hardware, Inc.	555 S Carpenter Ave	Kingsford	MI	49802-4528	906-776-6000
16388	Roger E	Clouse	Clouse Family Gladwin Ace Hardware,	630 N Silverleaf St	Gladwin	MI	48624-1632	989-426-4549
16437	Matthew	Jamrog	Mytown Stores Inc.	1614 142nd Ave	Dorr	MI	49323-9427	616-359-9300
16501	James R.	Byrum	Stockbridge Hardware, Inc.	640 W Main St	Stockbridge	MI	49285-9701	517-851-4404

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
16523	Marvin T	Stone, Jr	Stones Ace of Oxford, Inc.	558 S Lapeer Rd	Oxford	MI	48371-5033	248-800-4404
16564	Jason S	Haley	J&M Hardware Incorporated	6669 Dixie Hwy	Clarkston	MI	48346-3422	248-707-6509
16622	Coralyn	Austin	Alpha Group Retail LLC	306 S Maplewood St	Greenville	MI	48838-1584	616-754-8990
16626	Jerod	Johnson	Rothbury Hardware	7612 S Michigan Ave	Rothbury	MI	49452-7908	231-894-8590
16627	Jerod	Johnson	Oceana Builders Acquisition	3053 S Oceana Dr	Shelby	MI	49455-9709	231-861-2136
16678	Andrew	Gemmen	Gemmen's Inc.	3488 Kelly St	Hudsonville	MI	49426-1406	616-669-1118
16684	Steven L	Tyre	TSCR CORP	135 N Anderson St	Plainwell	MI	49080-1346	269-225-1061
16729	Ross E.	Tresedder	Double T Family Foods, Inc.	1363 US Highway 2	Crystal Falls	MI	49920-1089	906-875-6648
16737	Michael J	Vinckier	Vinckier Foods Wadham LLC	5273 Lapeer Rd	Kimball	MI	48074-1422	810-987-9930
16766	David	Swartz	Davison Ace Hardware LLC	225 N Main St	Davison	MI	48423-1431	810-653-4850
16794	Gary	Klemz	Baker's Gas & Welding Supplies, Inc	3151 Cooper St	Jackson	MI	49201-7523	517-539-8929
16845	Angela	Smith	Nosral, Inc.	5840 W US Highway 10	Ludington	MI	49431-2450	231-845-7318
16870	Joseph P.	Campioni	Campioni Enterprises, Inc.	47401 Hwy 26	Houghton	MI	49931	906-482-7500
16871	Gerald	Bolthouse	Bolthouse Merchandising Corporation	1685 S Westnedge	Kalamazoo	MI	49008	269-459-1500
16876	James M.	Drouillard	Drouillard Hardware, LLC	545 E Monroe St	Dundee	MI	48131-1309	734-529-5023
16942	Randall G.	Patzer	S.P. Hardware, Inc.	1490 Stewart Rd	Monroe	MI	48162-8917	734-243-6180
16961	Patrick B.	Campioni	Campioni Enterprises, Inc.	200 Tin St	Ontonagon	MI	49953-1506	906-884-4945
16964	James E.	Byrum	Byrum Ace Hardware #4, LLC	1960 Cedar St	Holt	MI	48842-1832	517-694-3575
16966	James O.	Derocher	Ossineke Hardware & Builder Supply	11925 US Highway 23 S	Ossineke	MI	49766-9507	989-471-2191
16974	Roger E.	Clouse	Hillman Ace Hardware, Inc.	27500 M-32	Hillman	MI	49746	989-742-3330
16979	Cainen	Gilde	Lakeside Hardware,	838 N Mitchell St	Cadillac	MI	49601-1472	833-525-3223
17088	James E.	Byrum	Byrum Ace Hardware #5, LLC	1250 E Grand River Ave	Howell	MI	48843-1722	517-548-4200
17092	Fred B.	Mcandrew	VIC BOND SALES, INC.	1240 E Coldwater Rd	Flint	MI	48505-1702	810-787-5321
17319	Douglas J.	Landers	Landers Enterprises, Inc.	530 Huron St	South Haven	MI	49090-1436	269-637-1915
17321	Douglas J.	Landers	Landers' Hardware, Inc.	609 W Monroe St	Bangor	MI	49013-1131	269-427-7247
17331	Elan	Ruggill	Ypsilanti Hardware LLC	111 Pearl St	Ypsilanti	MI	48197-2611	734-482-2545
17381	Ross A.	Martin	Sparta Hardware, LLC	155 E Division St	Sparta	MI	49345-1329	616-887-7381
17383	Roger E.	Clouse	Clouse Auburn Ace Hardware, Inc.	990 W Midland Rd	Auburn	MI	48611-9222	989-662-4761
17460	James	Byrum E.	TCE2, LLC	114 W Main St	Pinckney	MI	48169-8274	734-878-2000
17594	Roger E	Clouse	Rogers Lake City Enterprises, Inc	5760 W Houghton Lake Rd	Lake City	MI	49651-8552	231-295-1208
17603	Steve	Tyre	TYRE Family Investments, LLC	105 S Phelps St	Decatur	MI	49045-1117	269-423-8818
17638	Roger E	Clouse	Cheboygan Ace Hardware, Inc.	712 S Main St	Cheboygan	MI	49721-2220	231-268-3019
17690	Greg	Fischer	Dublin General Store, LTD.	18372 Hoxeyville Rd	Wellston	MI	49689-9755	231-859-4121
17708	Anthony Brett	Boyd	Bob's Market House, Inc.	325 Railroad St	Hudson	MI	49247-1062	517-448-3141
17736	Roger E	Clouse	Clouse Hemlock Ace Hardware, Inc.	120 Hemlock Plaza Dr	Hemlock	MI	48626-9544	989-301-0213
17775	Roger E	Clouse	Alma Ace Hardware, Inc.	1700 Wright Ave	Alma	MI	48801-1024	989-285-1420
17835	Jared	Smith	Darling & Sons Hardware Inc.	4595 Francis St	Jackson	MI	49203-5745	517-783-4995
17840	Jeff	Bretzke	Nugent Ace Hardware, Inc	106 W Main St	Manton	MI	49663-5108	231-824-3592
17872	Emily	Johnson	White Lake Ace, LLC	3001 Colby Rd	Whitehall	MI	49461-9290	231-981-8400
17889	Bradley J	Polega	Sebewaing Ace Hardware, LLC.	735 N Van Dyke Rd	Bad Axe	MI	48413-9188	989-269-9131
17904	Coralyn	Austin	Grand Rapids Hardware Company LLC	2333 E Beltline Ave NE	Grand Rapids	MI	49525-9753	616-855-5660
17913	William	Kelly	Kelco, Incorporated	1007 US Highway 23 N	Alpena	MI	49707-1249	989-354-4223
17945	Michael	Lynn	Lynn Auto Parts, Inc.	819 Ashmun St	Sault Sainte Marie	MI	49783-2242	906-632-3201
18004	Tony	Houk	Great Lakes Ace Hardware, Inc.	29567 5 Mile Rd	Livonia	MI	48154-3709	734-421-3400

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
18005	Gerald	Bolthouse	Bolthouse Merchandising Corporation	1035 S Clinton St.	Grand Ledge	MI	48837-2203	517-627-0433
18006	Tony	Houk	Great Lakes Ace Hardware, Inc	530 Highland Ave	Milford	MI	48381-1516	248-685-0915
18007	Tony	Houk	Great Lakes Ace Hardware, Inc.	3584 Fort St	Lincoln Park	MI	48146-4115	313-382-0380
18011	Roger E	Clouse	Twin Lake Ace Hardware, Inc	5480 Holton Rd	Twin Lake	MI	49457-9323	231-828-4010
18013	Roger E	Clouse	Reed City Ace Hardware, Inc.	838 S Chestnut St	Reed City	MI	49677-8250	231-465-4058
18047	Tony	Houk	Great Lakes Ace Hardware, Inc.	33021 Grand River Ave	Farmington	MI	48336-3119	248-957-6855
18086	Tony	Houk	Great Lakes Ace Hardware, Inc	515 E 4th St	Royal Oak	MI	48067-2846	248-541-4904
18087	Tony	Houk	Great Lakes Ace Hardware, Inc.	41800 W 10 Mile Rd	Novi	MI	48375-3386	248-348-4255
18103	Tony	Houk	Great Lakes Ace Hardware, Inc	5591 Sashabaw Rd	Clarkston	MI	48346-3147	248-625-5377
18109	Tony	Houk	Great Lakes Ace Hardware, Inc	8030 Cooley Lake Rd	White Lake	MI	48386-4308	248-363-8334
18117	Nicholas Keith	Visser	Visser Hardware, LLC	835 Lincoln Ave	Holland	MI	49423-5306	616-392-5901
18118	Tony	Houk	Great Lakes Ace Hardware, Inc.	4300 Remembrance Rd NW	Walker	MI	49534-1194	616-453-7741
18123	Tony	Houk	Great Lakes Ace Hardware, Inc.	600 Frandor Ave	Lansing	MI	48912-5208	517-333-0315
18124	Tony	Houk	Great Lakes Ace Hardware, Inc	15162 E 13 Mile Rd	Warren	MI	48088-3395	586-776-0250
18125	Tony	Houk	Great Lakes Ace Hardware, Inc	3182 Walton Blvd	Rochester Hills	MI	48309-1265	248-375-5740
18126	Tony	Houk	Great Lakes Ace Hardware, Inc	5060 Dixie Hwy	Waterford	MI	48329-1711	248-673-8877
18128	Tony	Houk	Great Lakes Ace Hardware, Inc	23245 Greater Mack Ave	Saint Clair Shores	MI	48080-3423	586-772-4000
18131	Tony	Houk	Great Lakes Ace Hardware, Inc.	25379 Grand River Ave	Redford	MI	48240-1406	313-532-4710
18134	Tony	Houk	Great Lakes Ace Hardware, Inc.	1581 Capital Ave NE	Battle Creek	MI	49017-5381	269-962-1987
18137	Tony	Houk	Great Lakes Ace Hardware, Inc	16752 21 Mile Rd	Macomb	MI	48044-2600	586-286-8191
18146	Tony	Houk	Great Lakes Ace Hardware, Inc	3271 South Blvd	Auburn Hills	MI	48326-3635	248-852-0808
18154	Tony	Houk	Great Lakes Ace Hardware, Inc.	1103 S Main St	Chelsea	MI	48118-1426	734-475-0250
18182	Dale E	Meyer	Meyer True Value Hardware CO	7 S State St	Saint Ignace	MI	49781-1615	906-643-7721
18185	Tony	Houk	Great Lakes Ace Hardware, Inc.	1525 W Maumee St	Adrian	MI	49221-1899	517-266-2512
18194	Tony	Houk	Great Lakes Ace Hardware, Inc.	412 S Main St	Brooklyn	MI	49230-9368	517-592-8924
18208	Tony	Houk	Great Lakes Ace Hardware, Inc.	23135 Ecorse Rd	Taylor	MI	48180-1867	313-291-5320
18210	Tony	Houk	Great Lakes Ace Hardware, Inc.	37133 6 Mile Rd	Livonia	MI	48152-2774	734-464-6360
18221	Tony	Houk	Great Lakes Ace Hardware, Inc	29615 Orchard Lake Rd	Farmington Hills	MI	48334-2161	248-851-3083
18236	Gregg	White	Ace Hardware of Canadian Lakes, LLC	8370 100th Ave	Stanwood	MI	49346-8333	231-972-1319
18258	Tony	Houk	Great Lakes Ace Hardware, Inc	149 E 14 Mile Rd	Clawson	MI	48017-2171	248-588-4200
18263	Tony	Houk	Great Lakes Ace Hardware, Inc	7513 E 10 Mile Rd	Center Line	MI	48015-1451	586-427-4773
18286	Mathew P	Borre III	Borre, Incorporated	343 N Main St	Watervliet	MI	49098-9610	269-463-5461
18299	Tony	Houk	Great Lakes Ace Hardware, Inc.	22611 Michigan Ave	Dearborn	MI	48124-2115	313-274-2121
18304	Byron J	Clouse	Au Gres Ace Hardware, Inc	236 W Huron Rd	Au Gres	MI	48703-9805	989-735-2525
18306	Byron J	Clouse	Big Rapids Ace Hardware, Inc	14219 Northland Dr	Big Rapids	MI	49307-2369	231-629-8078
18313	Tony	Houk	Great Lakes Ace Hardware, Inc.	15146 N Holly Rd	Holly	MI	48442-1139	248-634-5301
18323	Tony	Houk	Great Lakes Ace Hardware, Inc.	643 Northland Dr NE	Rockford	MI	49341-9751	616-866-9155
18363	Bashar	Zetouna	Port Huron Ace, LLC	2874 Pine Grove Ave	Port Huron	MI	48060-1971	810-824-3772
18380	Tony	Houk	Great Lakes Ace Hardware, Inc.	22291 Pontiac Trl	South Lyon	MI	48178-1639	248-437-1763
18393	Tony	Houk	Great Lakes Ace Hardware, Inc.	29201 Greenfield Rd	Southfield	MI	48076-5832	248-557-4320
18403	Tony	Houk	Great Lakes Ace Hardware, Inc.	1205 Fulton St W	Grand Rapids	MI	49504-6142	616-233-4711
18407	Tony	Houk	Great Lakes Ace Hardware, Inc.	18165 Mack Ave	Detroit	MI	48224-1444	313-882-9230
18416	Tony	Houk	Great Lakes Ace Hardware, Inc.	15819 Southfield Rd	Allen Park	MI	48101-2512	313-382-2401
18427	Tony	Houk	Great Lakes Ace Hardware, Inc.	1234 Michigan St NE	Grand Rapids	MI	49503-2002	616-451-0724

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
18444	Tony	Houk	Great Lakes Ace Hardware, Inc.	9868 E Grand River Ave	Brighton	MI	48116-1911	810-220-3221
18448	Michael	Lynn	Lynn Auto Parts, Inc.	145 River St	Manistique	MI	49854-1217	906-341-5612
18462	Byron J	Clouse	Standish Ace Hardware, Inc.	119 S Main St	Standish	MI	48658-2522	989-718-3135
18464	Byron J	Clouse	West Branch Ace Hardware, Inc.	2106 S M 76	West Branch	MI	48661-8737	989-345-0020
18478	Tony	Houk	Great Lakes Ace Hardware, Inc.	4200 E 9 Mile Rd	Warren	MI	48091-2578	586-758-6007
18486	Melanie D	Haley	Ace Hardware of Commerce LLC	3050 Union Lake Rd	Commerce Township	MI	48382-4569	248-779-7071
18495	Tony	Houk	Great Lakes Ace Hardware, Inc	52891 Shelby Rd	Shelby Township	MI	48316-3173	586-739-6570
18499	Chris	Ritchie	Ritchie's Hardware & Co. LLC	75 E M 134	Cedarville	MI	49719-9417	906-207-5000
18505	Tony	Houk	Great Lakes Ace Hardware, Inc.	1404 Walton Blvd	Rochester Hills	MI	48309-1755	248-963-2283
18510	Tony	Houk	Great Lakes Ace Hardware, Inc.	132 S Merriman Rd	Westland	MI	48186-5009	734-728-2030
18539	Tony	Houk	Great Lakes Ace Hardware, Inc	31001 Harper Ave	Saint Clair Shores	MI	48082-1567	586-296-0530
18545	Robert L	Schafer	North Central Hardware, Inc.	50 N Coldwater Rd Ste B	Lake Isabella	MI	48893-8845	989-644-0545
18555	Tony	Houk	Great Lakes Ace Hardware, Inc.	1711 Spring Arbor Rd	Jackson	MI	49203-2701	517-787-1570
18571	Byron J	Clouse	Houghton Lake Ace Hardware, Inc.	7190 W Houghton Lake Dr	Houghton Lake	MI	48629-9181	989-202-2308
18599	Byron J	Clouse	Atlanta Ace Hardware, Inc.	12519 State St	Atlanta	MI	49709-9622	000-000-0000
18603	Emily	Johnson	Grand Haven Ace LLC	1071-1081 S Beacon Blvd	Grand Haven	MI	49417-2607	616-843-0952
18616	Tony	Houk	Great Lakes Ace Hardware, Inc	3830 E 13 Mile Rd	Warren	MI	48092-1314	586-751-6210
18620	Joseph	Hansberry	Motor Parts & Equipment Corporation	415 M-129	Pickford	MI	49774	906-647-5441
18652	Daniel	Atkinson	Atkinson's Ace Hardware of Durand,	9090 E Lansing Rd	Durand	MI	48429-1002	989-288-3153
18657	Byron J	Clouse	Manchester Ace Hardware, Inc	1980 Sharron Valley Road	Manchester	MI	48158	734-428-8337
18696	Tony	Houk	Great Lakes Ace Hardware, Inc	26340 Gratiot Ave	Roseville	MI	48066-5106	586-773-8160
18712	Jonathan	Brown	DABO, INC.	7410 East Saginaw Highway.	Haslett	MI	48840	517-349-6271
18714	Tony	Houk	Great Lakes Ace Hardware, Inc	2850 E Highland Rd	Highland	MI	48356-2730	248-887-3743
18724	Tony	Houk	Great Lakes Ace Hardware, Inc.	45645 Van Dyke Ave	Utica	MI	48317-5368	586-731-1410
18769	Jared	Smith	Darling and Sons Hardware Inc.	1009 W Chicago Rd	Sturgis	MI	49091-9769	000-000-0000
18791	Tony	Houk	Great Lakes Ace Hardware, Inc.	3080 Van Horn Rd	Trenton	MI	48183-4001	734-671-0260
18818	Tony	Houk	Great Lakes Ace Hardware, Inc	584 N Lapeer Rd	Lake Orion	MI	48362-1582	248-814-8058
18876	Tony	Houk	Great Lakes Ace Hardware, Inc.	44441 Ann Arbor Rd W	Plymouth	MI	48170-3907	734-453-1990
18883	Tony	Houk	Great Lakes Ace Hardware, Inc.	31059 Ann Arbor Trl	Westland	MI	48185-1686	734-522-8280
18899	Tony	Houk	Great Lakes Ace Hardware, Inc.	5070 Highland Rd	Waterford	MI	48327-1911	248-674-3168
80	Charles	Merhar	MERHAR'S ACE HARDWARE, INC.	48 E Chapman St	Ely	MN	55731-1228	218-365-3129
83	John	Bouska	GRANDE HARDWARE COMPANY	212-214 Chestnut Street	Virginia	MN	55792	218-741-5240
246	Kevin	Nikodym	Mora Ace Hardware LLC	43 Union St N	Mora	MN	55051-1327	320-679-2261
313	James	Merickel	MERICKEL LUMBER MILLS INC.	630 Ash Ave NW	Wadena	MN	56482-1100	218-631-3570
3078	Al	Imholte	CARLSON HARDWARE COMPANY	16281 Main Ave SE	Prior Lake	MN	55372-2482	952-447-2240
3896	Michael	Schwalbach	SCHWALBACH HARDWARE, INC.	193 9th St	Windom	MN	56101-1770	507-831-2523
4046	Susanne K	Cuperus	ANCHOR MANAGEMENT, INC.	600 Paul Bunyan Dr S	Bemidji	MN	56601-3254	218-751-1506
4146	Troy	Daniesl	E AND C HARDWARE INC	1264 Old West Main St	Red Wing	MN	55066-2176	651-388-6060
4249	Steven H	Burggraf	BURGGRAF'S HARDWARE, INC.	306 1st St E	Fosston	MN	56542-1326	218-435-1977
5460	Kent	Ludford	MERLIN'S HARDWARE INC.	7844 Market Blvd	Chanhassen	MN	55317-9440	952-934-8778
5869	Roger	Peterson	FLEET & FARM SUPPLY, INC.	1300 N State St	Fairmont	MN	56031-3743	507-238-1823
5892	Barbara	Rye	GISLASON HARDWARE INC.	106 E 1st St	Minneota	MN	56264-9637	507-872-6472
6307	Patrick	Deutsch	OLSON TRADING POST INC.	80860 110th St	Glenville	MN	56036-4655	507-448-3302
6324	Mark	Pellicci	PELLICCI, INC.	3560 213th St W	Farmington	MN	55024-1168	651-463-4777

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
6786	Donald	Voss	FARM CITY SUPPLY, INC.	702 Minnesota Ave	Breckenridge	MN	56520-2028	218-643-8401
6959	Terry	Daudt	TERRY DAUDT	186 Reservation Ave	Longville	MN	56655	218-363-2716
6968	Nick	Kalnoski	ACE HARDWARE 114, INC.	209 Main Ave N	Thief River Falls	MN	56701-1903	218-681-3664
7020	Steven H	Burggraf	BURGGRAF'S HARDWARE AND PAINT CO.	1115 E US Highway 169	Grand Rapids	MN	55744-4506	218-326-8594
7166	Samuel	Welna	Welna Hardware, Inc	2438 Bloomington Ave	Minneapolis	MN	55404-3917	612-729-3526
7221	Kyle	Wolf	LEE'S ACE HARDWARE, INC.	213 Cedar St	Saint Joseph	MN	56374-4584	320-363-4281
7653	Todd	Amborn	AMBORN LUMBER, INC.	101 S Main St	Sherburn	MN	56171-1059	507-764-4451
7754	David	Svobodny	M&D ENTERPRISES, INC	5425 Nicollet Ave	Minneapolis	MN	55419-1927	612-824-8813
7845	Roger E	Peterson	FLEET & FARM SUPPLY, INC.	1175 11th St S	Saint James	MN	56081-2233	507-375-4041
8001	James	Hance	HANCE HARDWARE INC.	903 Hopkins Ctr	Hopkins	MN	55343-7533	952-938-7367
8418	Roger	Sinn	MAIN STREET HARDWARE, INC.	6388 Main St	North Branch	MN	55056-6693	651-674-4408
8680	David L	Pundsack	MIMBACH FLEET SUPPLY, INC.	3355 Quail Rd NE	Sauk Rapids	MN	56379-9456	320-252-1682
8776	Mark	Settergren	M & D ENTERPRISES INC	5405 Penn Ave S	Minneapolis	MN	55419-1538	612-922-6055
9328	Elena	Neslon	Nelson Rosch Company	3805 Nicollet Ave	Minneapolis	MN	55409-1303	612-822-3121
9572	Donald	Simon	DENWIN, INC.	1300 1st St NE	New Prague	MN	56071-2451	952-758-4440
9594	Donald	Simon	DENWIN INC.	14760 Pennock Ave	Apple Valley	MN	55124-7430	952-432-1004
9638	Donald	Simon	ALMNECT HARDWARE L.L.C.	20810 Holyoke Ave	Lakeville	MN	55044-6344	952-469-3433
10190	Joe	Peterson	PETERSON-RICKMEYER, INC.	710 Atlantic Ave	Morris	MN	56267-1138	320-589-3822
10235	Joshua C.	Kahlhamer	KENDALL CROSBY, INC.	978 Dale St N	Saint Paul	MN	55117-5602	651-489-3210
10424	Rose	Hoffmann	KUIPERS HARDWARE, INC	7914 Olson Memorial Highway	Golden Valley	MN	55427-4711	763-545-9627
10727	Matthew	Raleigh	RALEIGHS OF THE PRAIRIE, INC.	2525 Bridge Ave	Albert Lea	MN	56007-2074	507-377-8636
10978	Michael R.	Johnson	Suburban Hardware Co. LLC	1930 Lexington Ave N	Roseville	MN	55113-6401	651-488-3741
11113	Gary	Rittgers	RITTGERS ENTERPRISES, INC.	39959 State Hwy 6	Emily	MN	56447	218-763-2691
11393	Kathryn	Donahue	DONAHUE HARDWARE INC.	421 2nd Ave NW	Faribault	MN	55021-5141	507-332-7414
11513	Mark	Pellicci	PELLICCI, INC.	90 E 3rd St	Zumbrota	MN	55992-1506	507-732-4111
11641	Michael	Schwalbach	LUVERNE ACE HARDWARE, LLC	210 E Lincoln St	Luverne	MN	56156-1603	507-283-4161
11838	Sheila	Groth	D & G COMPANIES, INC.	1417 1st Ave SW	Austin	MN	55912-1603	507-437-8261
11988	Michael	Schwalbach	SCHWALBACH HARDWARE, INC.	1131 Oxford St	Worthington	MN	56187-1665	507-376-4555
12041	David	Kramer	KRAMER DAVID INC.	105 Washington Ave E	Hutchinson	MN	55350-2549	320-587-8888
12084	Leroy	Radermacher	RADERMACHER HARDWARE, INC.	540 2nd St W	Jordan	MN	55352-1212	952-492-2845
12206	Mark	Pellicci	PELLICCI, INC	1565 Cliff Rd	Eagan	MN	55122-2553	651-454-2366
14014	Kendall	Crosby	KENDALL HARDWARE, INC.	840 Payne Ave	Saint Paul	MN	55130-4129	651-776-6996
14186	Michael	Schwalbach	SCHWALBACH HOLDINGS, INC.	916 Highway 71 N	Jackson	MN	56143-1084	507-847-3374
14225	Wayne	Groth	D & G COMPANIES, INC	31262 64th Avenue Path	Cannon Falls	MN	55009-7162	507-263-8828
14251	Chris	Coborn	COBORN'S INCORPORATED	1101 2nd Ave NE	Little Falls	MN	56345-2943	320-616-7026
14414	Donald	Simon	DENWIN, INC.	17729 Juniper Path	Lakeville	MN	55044-9482	952-898-7151
14649	John	Redmond	WISE HARDWARE, INC.	210 S Washington St	Lake City	MN	55041-1036	651-345-3113
14801	Mark	Moran	Woodland Hardware, Inc.	7 E Calvary Rd	Duluth	MN	55803-1514	218-728-4479
14859	Chris	Coborn	Coborn's Incorporated	226 12th St S	Sauk Centre	MN	56378-1614	320-352-0309
14952	Donald	Simon	DENWIN, INC.	3098 65th St E	Inver Grove Hts	MN	55076-4437	651-455-2228
15216	Daniel J	Soller	SOLLER-KRAJICEK, INC.	35592 Pioneer Dr	Crosslake	MN	56442-3133	218-692-1230
15338	Donald	Simon	DENWIN, INC.	108 W 98th St	Bloomington	MN	55420-4804	952-767-2981
15367	David	Svobodny	SOLH, INC.	2813 W 43rd St	Minneapolis	MN	55410-1537	612-920-2813
15498	John M	Redmond	WISE HARDWARE, INC.	103 Main St N	Stewartville	MN	55976-1226	507-533-0333

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
15591	Steven H	Burggraf	BURGGRAF'S ACE HARDWARE AND PAINT	1301 E Superior St	Duluth	MN	55805-2429	218-464-5050
15713	Mike	Wiebolt	Staples Hardware, L.L.C.	210 2nd Ave NE	Staples	MN	56479-2536	218-894-1080
15760	Mike	Wiebolt	Brainerd Hardware, L.L.C.	214 W Washington St	Brainerd	MN	56401-2922	218-829-5476
15776	Jeffrey S	Berhow	Timber Building Supply, Inc.	14506 State Highway 6	Deerwood	MN	56444-8625	218-678-2063
15893	Gregory J	Norstad	Rushford Hardware, Inc.	402 S Mill St	Rushford	MN	55971-8825	507-864-2540
15899	Shawn	Grady	Grady's Hardware, Inc.	12325 Champlin Dr	Champlin	MN	55316-1906	763-506-0029
15951	Alvin M.	Imholte	Imholte Hardware Corporation	16820 Duluth Ave SE	Prior Lake	MN	55372-2948	952-226-6820
15990	Matt	Gebhart	Gebhart's Sandstone Ace Hardware In	218 Main St	Sandstone	MN	55072-5207	320-245-2235
16064	Pamela S.	Bosch	Luverne Supermarket, Inc	20 Airport Rd N	Dodge Center	MN	55927-9252	507-374-6440
16084	Mark	Jager	M & E Hardware Inc.	24 Minnesota Ave W	Glenwood	MN	56334-1531	320-634-4770
16132	Michael K.	Wiebolt	Breezy Point Hardware LLC	8170 County Road 11	Breezy Point	MN	56472-3112	218-562-4691
16259	Cameron	Eggert	Kenyon Ace Hardware LLC	523 2nd St	Kenyon	MN	55946-1150	507-789-5246
16288	Michael	Fox	Marshall Lumber Co.	500 N Highway 59	Marshall	MN	56258-2760	507-532-3296
16353	Nathan F.	Sheils	Cook County Home Center L.L.C.	1413 E Highway 61	Grand Marais	MN	55604-2100	218-387-1771
16402	Jake	Morri	Morri Supply, Inc.	1355 S Frontage Rd	Hastings	MN	55033-2482	651-346-1664
16403	Kevin	Moore	Moore and Ace Inc.	510 Hwy 4 South	Trimont	MN	56176	507-639-2112
16494	Daniel	Buss	D&K Solutions, L.L.C.	106 S Main St	Lake Crystal	MN	56055-2432	507-726-2829
16509	Daniel	Mooney	Greenbush Ace Hardware Inc.	215 Main St N	Greenbush	MN	56726-4019	218-782-2110
16577	Steven H	Burggraf	Burggraf's Ace Hardware of Cottage	6990 80th St S	Cottage Grove	MN	55016-4852	651-797-3501
16635	Todd	Jones	Rhobob, Inc.	725 N Broadway St	Spring Valley	MN	55975-1027	507-346-2863
16641	Jeffrey S.	Cwikla	Boltz By Cwikla, Inc.	802 1st St E	Park Rapids	MN	56470-1709	218-732-4513
16715	Michael	Wiebolt	Roseau Hardware L.L.C.	1114 3rd St NW	Roseau	MN	56751-1906	218-463-2175
16716	Jeff	Holly	Walker Electric & Appliance Center	8250 Industrial Park Road NW	Walker	MN	56484	218-547-1515
16823	Steven H.	Burggraff	Burggraf's Ace Hardware and Paint o	320 W 2nd St	Winona	MN	55987-3139	507-454-6830
16916	Samuel	Welna	Robbinsdale Hardware Inc.	4140 W Broadway	Robbinsdale	MN	55422	763-533-2758
16938	Leroy	Berning	Albertville Hardware Inc	6050 Labeaux Ave NE	Albertville	MN	55301-9778	763-497-4211
16957	Michael	Wiebolt	Waseca Hardware LLC	121 2nd St NW	Waseca	MN	56093-2428	507-835-1097
17089	Michael K.	Wiebolt	Crosby Hardware, LLC	5 3rd Ave NW	Crosby	MN	56441-1314	218-866-0033
17308	Michael	Kokesh	K&S Hardware, LLC	1865 W Wayzata Blvd	Long Lake	MN	55356-9671	952-473-5300
17340	Daniel J.	Soller	Ski Corporation	22055 State Hwy 210	McGregor	MN	55760-5401	218-419-2920
17422	Mark	Pellicci	Pellicci Inc.	14635 S Robert Trl	Rosemount	MN	55068-3110	651-344-7377
17436	Matthew	Strand	Matthew Strand Hardware Inc	36 N Broadway	Pelican Rapids	MN	56572-4137	218-863-1811
17463	Mike K.	Wiebolt	Sleepy Eye Hardware, LLC	1200 Main St E	Sleepy Eye	MN	56085-1699	507-794-3611
17624	Michael	Kokesh	S&K Hardware LLC	12937 Ridgedale Dr	Minnetonka	MN	55305-1806	952-473-5300
17680	C. Brandon	Buckalew	Five Bs, Inc	1017 Central Ave NW	East Grand Forks	MN	56721-1610	218-773-7933
17697	Jonathan M.	Miller	SCMN Ace LLC	1313 Whitewater Ave	Saint Charles	MN	55972-1229	507-932-8861
17762	Mallory	Stoderl	Lakes Hardware Inc.	130 W Main St	Perham	MN	56573-1202	218-346-2070
17770	Steven H	Burggraf	Burggraf's Ace Hardware of Rocheste	1129 6th St NW	Rochester	MN	55901-1824	507-206-3661
17843	Elena	Nelson	Owata Nelson Company	9680 Foley Blvd NW	Coon Rapids	MN	55433-5525	763-755-1762
17890	Steve	Tourek	Marvin Home Center, LLC	104 State Avenue	Warroad	MN	56763	218-386-2570
17930	Lewis	Gerten	Gerten Greenhouses & Garden Center,	5135 Oak St	Maple Plain	MN	55359-9800	763-479-2123
17937	Ryan	Merschman	A & R Merschman Inc	1718 Central St W	Bagley	MN	56621	218-694-6229
18037	Nancy	St Germaine	Jack's Hardware and Farm Supply Inc	2201 E Franklin Ave	Minneapolis	MN	55404-2251	612-332-4393
18142	Steven H.	Burggraf	Burggraf's Ace Hardware of Moorhead	20 6th St S	Moorhead	MN	56560-2767	218-236-6905

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
18178	John	Redmond	Wise Hardware, Inc	32 S Walnut St	La Crescent	MN	55947-1337	507-895-2522
18198	David	Harris	Harris Family Hardware, LLC	1662 Market Dr	Stillwater	MN	55082-7575	651-439-8233
18260	Elena	Nelson	Owata Nelson Company	814 Lake St S	Forest Lake	MN	55025-2614	651-464-6262
18318	Jim	Bougalis	Scranton Acquition, Inc.	11521 Spudville Rd	Hibbing	MN	55746-8255	218-262-1966
18373	Michael K	Wiebolt	Nisswa Hardware, LLC	25673 Main St	Nisswa	MN	56468-5003	218-963-7645
18476	Jenifer	Johnson	Marshall Lumber Co.	908 10th St	Clarkfield	MN	56223-1304	507-532-3296
18494	Steven H	Burggraf	Burggraf's Ace Hardware Deer River,	108 Main Ave E	Deer River	MN	56636-8735	218-246-8628
18500	Guy	Gustafson	Gullander Hardware Co.	220 S Atlantic Avenue	Hallock	MN	56728	218-843-2171
18508	Michael K	Wiebolt	Litchfield Hardware, LLC	224 US-12	Litchfield	MN	55355	320-535-5357
18562	Dan	Buseth	The Hendricks Farmers Lumber Compan	219 S Main St	Hendricks	MN	56136-1244	150-727-5335
18666	Shaynen	Schmidt	ShaynCo Inc.	406 Broadway St	Alexandria	MN	56308-1421	320-763-5200
18668	Shaynen	Schmidt	ShaynCo Inc.	820 Commerce Rd	Long Prairie	MN	56347-1523	320-732-2185
18669	C. Brandon	Buckalew	Crookston Hardware Inc	1400 University Ave 1161	Crookston	MN	56716-1161	218-281-1749
18725	Jeffrey S.	Cwikla	Cwikla Ace Detroit Lakes, Inc.	925 Washington Ave	Detroit Lakes	MN	56501-3401	218-847-7173
18778	Jake	Morri	ML Company, LLC	40 Arrowhead Ln	Moose Lake	MN	55767-9453	218-485-4211
18779	Jake	Morri	PC Company, LLC	1320 Northridge Ct NW	Pine City	MN	55063-5821	320-629-6363
19065	Brian	Fennern	Beartooth Hardware Inc	150 Southgate Dr	Aitkin	MN	56431-7407	218-429-0222
19086	Bill	Ahlbrecht	Ag Partners Coop	820 E Main St	Belle Plaine	MN	56011-2204	952-873-3244
33	Richard F	Baalmann Jr	ALTCO L.L.C.	221 Lamp And Lantern Vlg	Chesterfield	MO	63017-8209	636-386-7733
297	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	1919 N Morley St	Moberly	MO	65270-3643	660-263-1800
298	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	1910 W Worley St	Columbia	MO	65203-1040	573-445-4012
320	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	206 E 2nd St	Fulton	MO	65251-1650	573-642-7201
340	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	1614 N Green St	Kirksville	MO	63501-2458	660-665-3742
360	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	1900 Business Loop 70 E	Columbia	MO	65201-5559	573-449-7277
388	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	2305 Missouri Blvd	Jefferson City	MO	65109-4728	573-636-2189
390	Elizabeth	Turner	RATHBONE HARDWARE COMPANY	508 E Commercial St	Springfield	MO	65803-2946	417-862-6775
428	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	1404 N Missouri St	Macon	MO	63552-1930	660-385-3311
462	G	Whitaker	WHITAKERS ACE HARDWARE	138 W Yoakum Ave	Chaffee	MO	63740-1137	573-887-3504
491	Richard F	Baalmann Jr	BRAMM INC.	11767 Manchester Rd	Saint Louis	MO	63131-4616	314-966-6611
521	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	600 S Washington St	Chillicothe	MO	64601-3040	660-646-5688
526	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	700 W Jackson St	Mexico	MO	65265-1941	573-581-6691
564	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	1205 N 7 Hwy	Blue Springs	MO	64014-2281	816-229-1177
626	Joseph	Jeffries	WESTLAKE HARDWARE, INC	5009 NE Vivion Rd	Kansas City	MO	64119-2936	816-454-1122
924	John	Eck	GIFFORD LBR CO. INC	510 Potosi St	Farmington	MO	63640	573-756-5762
3148	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	415 E US Highway 24	Independence	MO	64050-2907	816-254-0411
3651	Kent G	Porter	PORTERS BUILDING CENTERS, INC.	700 E 92 Highway	Kearney	MO	64060	816-628-6111
3753	Kent G	Porter	PORTERS BUILDING CENTERS, INC.	223 N Main St	Laurie	MO	65038	573-374-7277
3892	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	1010 Thompson Blvd	Sedalia	MO	65301-2243	660-827-3630
4608	James	Turnbough	TURNBOUGH BUILDING SUPPLY, INC.	125 E Elm St	Piedmont	MO	63957-1551	573-223-4267
4618	Jerry	Combs	BAKER FARM AND HARDWARE, INC.	1023 Homecrest St	Kennett	MO	63857-1589	573-888-4649
4702	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	10130 E State Route 350	Raytown	MO	64138-1868	816-353-6120
4703	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	1325 S Belt Hwy	Saint Joseph	MO	64507-2228	816-232-5545
5260	Joseph	Jeffries	WESTLAKE HARDWARE, INC	328 B E Young Street	Warrensburg	MO	64093-1256	660-429-3199
5531	Thomas	Parks	R & R STORES INC.	845 N Commercial Ave	Saint Clair	MO	63077-1118	636-629-4300

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
5721	Darrell	Davis	A&N HARDWARE, INC.	1561 Swift Ave	N Kansas City	MO	64116-3810	816-471-3240
7592	Shannon	Carlisle	Blessed Souls, LLC	401 N State St	Knob Noster	MO	65336-1163	660-563-6332
7889	Steven	Edele	EDELE & MERTZ HARDWARE COMPANY	1822 S Broadway	Saint Louis	MO	63104-4051	314-421-2131
8132	Kim	Houska	HARD TECH, INC	1520 Jeffco Blvd	Arnold	MO	63010-2144	636-296-5374
8819	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	6201 Independence Ave	Kansas City	MO	64125-1622	816-231-8505
8820	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	2350 S Campbell Ave	Springfield	MO	65807-2972	417-887-8926
9252	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	103 S 291 Highway	Lees Summit	MO	64063-2938	816-525-4227
9331	Sam	Schalk	GAMBLIN LUMBER COMPANY	1006 Peach St	Poplar Bluff	MO	63901-6026	573-785-2317
9559	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	1000 Westport Rd	Kansas City	MO	64111-4040	816-756-2445
9827	William	Mc Croskey	NIXA HARDWARE CO., INC.	510 W Mount Vernon St	Nixa	MO	65714-9329	417-725-3512
9861	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	444 SW Ward Rd	Lees Summit	MO	64081-2447	816-246-4494
10196	William G	Cotton	COTTON'S INC.	10042 Gravois Rd	Saint Louis	MO	63123-4024	314-631-8464
10569	Joseph	Jeffries	WESTLAKE HARDWARE, INC	157 Crown Hill Rd	Excelsior Springs	MO	64024-3633	816-630-2770
10672	Joseph	Jeffries	WESTLAKE HARDWARE, INC	810 Washington Corners	Washington	MO	63090	636-239-6761
10974	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	1804 E Ohio St	Clinton	MO	64735-2429	660-885-1054
11145	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	5945 NE Antioch Rd	Gladstone	MO	64119-2019	816-454-9900
11644	Colton	Inmon	BRANSON WEST HARDWARE, INC.	16981 State Highway 13	Branson West	MO	65737-9670	417-272-0078
14235	Carissa	Henkle	HW HENKLE ENTERPRISES INC	1201 S Madison St	Webb City	MO	64870-2833	417-673-2112
14352	Karen	Cowan	KRMC, LLC	3310 W College St	Springfield	MO	65802-5317	417-869-2912
14397	Joseph	Jeffries	WESTLAKE HARDWARE, INC	918 SW 7 Hwy	Blue Springs	MO	64015	816-224-6262
14594	Joseph	Jeffries	WESTLAKE HARDWARE, INC	9065 Watson Rd	Saint Louis	MO	63126-2220	314-962-3200
14669	James	Haik	BRICKSTONE HARDWARE, LLC	1791 James River Rd	Ozark	MO	65721-6724	417-582-2700
14797	Joseph	Jeffries	WESTLAKE HARDWARE, INC	8740 Manchester Rd	Brentwood	MO	63144-2724	314-968-6448
15273	Christopher J	Niemann	NIEMANN FOODS, INC.	1212 S Main	Palmyra	MO	63461-1901	573-769-2418
15275	William G	Cotton	COTTON'S, INC.	13246 Tesson Ferry Rd	Saint Louis	MO	63128-3840	314-849-1771
15471	William G	Cotton	COTTON'S, INC.	835 Lemay Ferry Rd	Saint Louis	MO	63125-1751	314-638-8600
15603	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	2300 S Springfield Ave	Bolivar	MO	65613-9124	417-777-3086
15766	Joseph	Jeffries	Westlake Hardware, Inc.	1401 Mitchell Rd	West Plains	MO	65775-7692	417-256-3303
15913	Kathy J	Pierce	Community Lumber Co. of Lexington,	2401 Main St	Lexington	MO	64067-1909	660-259-2201
15929	Christopher J	Niemann	Niemann Foods, Inc.	1555 W Highway 54 Ste 10	Vandalia	MO	63382-1158	573-594-2274
16035	Richard F.	Baalmann, Jr.	ALTCO, L.L.C.	15870 Clayton Rd	Ellisville	MO	63011-2212	636-220-1255
16241	Joseph	Jeffries	Westlake Hardware, Inc.	1409 S Main St	Maryville	MO	64468-2607	660-582-3562
16389	James Scott	Plummer	Plummer's How-To Store, Inc.	101 E Liberty St	Farmington	MO	63640-3127	573-756-6001
16440	Kenneth R	Fluegge	Kemo Enterprises, L.L.C.	426 E Main St	Jackson	MO	63755-1458	573-204-9499
16445	William G	Cotton	Cotton's, Inc.	601 Sainte Genevieve Dr	Sainte Genevieve	MO	63670-1824	573-883-5712
16479	Alan	Koenig	LAKA, LLC	190 Cross Creek Blvd	Branson	MO	65616	417-320-6218
16555	Erick D.	Taylor	RPCS, INC.	2150 E Cleveland St	Monett	MO	65708-6134	417-236-2800
16591	William G.	Cotton	Cotton's, Inc.	303 S Franklin St	Cuba	MO	65453-1303	573-885-0876
16693	Joseph	Polizzi	Town and Country Super Market, Inc.	508 E 5th St	Dixon	MO	65459-6201	573-759-6212
16724	William G.	Cotton	Cotton's Inc.	210 N Main St	De Soto	MO	63020-1712	636-586-3230
16980	Joseph	Jeffries	Westlake Hardware, Inc.	9200 NW Highway 45	Parkville	MO	64152	816-330-6301
17518	Kent	Porter	Porters Building Centers, Inc.	15700 N 169 Hwy, Unit D	Smithville	MO	64089	816-873-7800
17577	Richard L.	Prenger	Prenger Foods, INC.	542 S Main St	Brookfield	MO	64628-2339	660-258-2653
17649	William G.	Cotton	Cotton's Inc.	1550 Denmark Rd	Union	MO	63084-4481	636-744-1094

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
17688	Joseph	Jeffries	Westlake Hardware, INC.	12634 Dorsett Rd	Maryland Heights	MO	63043-2130	314-453-9393
17693	John	Henkle	HW Henkle Enterprises Inc	2934 McClelland Boulevard	Joplin	MO	64804	417-553-4172
17731	Joseph	Jeffries	Westlake Hardware, Inc.	915 Jungermann Rd	Saint Peters	MO	63376-3093	636-329-4072
17766	Joseph	Jeffries	Westlake Hardware, Inc.	104 W 63rd St	Kansas City	MO	64113-1616	816-533-3223
17962	William G	Cotton	Cotton's Inc.	111 Hilltop Village Shopping Center	Eureka	MO	63025	636-549-3410
17964	Cory	Huskey	Huskey Investments, LLC	1719 N Kings Highway	Cape Girardeau	MO	63701	573-335-3900
17969	Kim	Eskew	Harp's Food Stores, Inc.	707 Specialtiy Drive, Suite B	Dexter	MO	63841-2718	573-624-3733
18024	Michael Douglas	Hampton	Hampton Lawn and Garden Inc	113 State Hwy W	Marshfield	MO	65706-9552	417-859-4400
18084	Joseph	Jeffries	Westlake Hardware, Inc.	1140 Meramec Station Rd	Ballwin	MO	63021-6945	636-923-3000
18106	William G	Cotton	Cotton's Inc.	918 S Westwood Blvd	Poplar Bluff	MO	63901-6106	573-686-1026
18420	Luke	Bartow	Bartow Hardware and Home LLC	2302 23rd St	Mountain Grove	MO	65711-3110	417-349-6807
18435	Jordan	Parks	JPB Stores, Inc.	252 S Service Rd E	Sullivan	MO	63080-1367	573-468-8312
18438	Joseph	Jeffries	Westlake Hardware, Inc.	9715 N Ash Ave	Kansas City	MO	64157-9678	816-226-4659
18447	Pat	Raybould	B & R Stores, Inc.	600 S Church St	Fayette	MO	65248	660-248-2211
18449	Pat	Raybould	B & R Stores, Inc.	212 Main St	Slater	MO	65349-1412	660-529-3113
18650	Joseph	Jeffries	Westlake Hardware, Inc.	3511 SW Market St	Lees Summit	MO	64082-2327	000-000-000
18826	Richard F	Baalmann Jr	RAHSTL LLC	5437 Southwest Ave	Saint Louis	MO	63139-1465	314-966-2589
19088	Ken G	Porter	Porters Building Centers, Inc.	4627 Osage Beach Pkwy	Osage Beach	MO	65065-2354	816-519-6481
574	David C	Shaw	Helpful Group, LLC	1400 University Ave	Oxford	MS	38655-4032	662-234-3232
591	Charles	Quick	QUICK & GRICE INC.	1007 Highway 11 S	Picayune	MS	39466-5531	601-798-4851
638	Carl	Fountain	FOUNTAIN ACE HARDWARE INC.	231 E First St	Forest	MS	39074-4286	601-469-2342
2305	W.S	Guthrie III	Claiborne Hardware Company	1057 Highway 61 N	Port Gibson	MS	39150-4293	601-437-4264
3170	William J	Rooks	REVELL HARDWARE CO., INC.	3876 Terry Rd	Jackson	MS	39212-5017	601-372-5534
3240	David	Knight	HILL HARDWARE, INC.	717 Main St	Columbia	MS	39429-2937	601-736-3417
4615	Ted	Allen	CENTRAL BUILDING SUPPLY	205 2nd St SE	Magee	MS	39111-3638	601-849-2443
5077	William J	Rooks	REVELL HARDWARE CO., INC.	730 Clinton Pkwy	Clinton	MS	39056-5227	601-924-4510
5255	Ennis	Kay	PRASSEL LUMBER COMPANY, INC.	275 Highway 51	Ridgeland	MS	39157-3933	601-856-4191
6410	Hunter	Knight	MURPHY BATEMAN BUILDING SUPPLIES, L	1312 S Main St	Poplarville	MS	39470-3320	601-795-4177
7654	Dennis	Lott	A.L.L. CORPORATION	139 Hwy 51 North	Batesville	MS	38606-2552	662-563-4672
7944	Martha G	Walley	M.S. GATLIN LUMBER CO, INC.	57 Woodards Switch Rd	Waynesboro	MS	39367-8152	601-735-2358
8169	Cristy	Holloway	FLOORS AND MORE OF MISSISSIPPI, INC	721 Robb Street	Summit	MS	39666-0309	601-276-9544
8753	Guy F	Pylant	HENSLEIGH'S ENTERPRISES, INC	115 Shelby Speights Dr	Purvis	MS	39475-4094	601-794-8603
9669	William J	Rooks	ROOKS REVELL HARDWARE CO., INC.	2509 Highway 80 E	Pearl	MS	39208-3328	601-939-2861
10079	Jim	King	DELTA AUTO PARTS, INC.	647 Haley Barbour Pkwy	Yazoo City	MS	39194-4750	662-746-1143
10378	William J	Rooks	REVELL HARDWARE CO., INC.	5726 Terry Rd	Byram	MS	39272-9735	601-371-8429
10564	Dennis	Stine	STINE, L.L.C.	108 Highway 61	Natchez	MS	39120-5217	601-442-7318
10967	William J	Rooks	REVELL HARDWARE CO., INC.	1899 49 South	Florence	MS	39073	601-932-2690
11191	Timothy	Sutton	TIM'S HARDWARE, INC.	2057 Highway 51	Wesson	MS	39191-6019	601-643-2636
11713	Sherrell	Thornton	ACE HARDWARE OF PETAL, INC.	401 S Main St	Petal	MS	39465-2201	601-544-6111
14288	Keith	Dorman	PERKINS HARDWARE ENTERPRISES, INC.	220 Highway 51 N	Brookhaven	MS	39601-2654	601-833-1561
14856	Allen B	Towles	Cleveland Home & Hardware, Inc	401 1st St	Cleveland	MS	38732-2367	662-843-8200
15175	George H	Booth II	TUPELO HARDWARE CO., INC.	114 W Main Street	Tupelo	MS	38804-3916	662-842-4637
15356	Mitchell Glenn	Vinson	PIGGLY WIGGLY OF RED BAY, ALABAMA,	326 Second Street	Belmont	MS	38827-7747	662-454-7163
15912	Reagan L	Brown	Happy Hardware, LLC	109 Bo Bo Dr	Crystal Springs	MS	39059-2741	601-647-0223

ACTIVE MEMBER STORES AS OF DECEMBER 31, 2023

1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
15985	Herbert B	Ramey	Ramey & Sons, Inc.	701 N Front St	Richton	MS	39476-2213	601-788-9616
16052	Dennis	Lott	ALL Corporation	2180 Highway 61 N	Tunica	MS	38676	662-363-3755
16060	William J.	Rooks	Reservoir Ace, LLC	1919 Spillway Rd	Brandon	MS	39047-6021	601-724-8999
16223	Jack V.	Greer, Jr.	Autry Greer & Sons, Inc.	550 S Archusa Ave	Quitman	MS	39355-2330	601-776-4521
16363	Mitchell Glenn	Vinson	Piggly Wiggly of Red Bay, Alabama,	627 Battleground Dr	Iuka	MS	38852-1314	662-423-3651
16570	Michael J.	Wilcosky	Seminary Ace Hardware, LLC	211 W Main St	Seminary	MS	39479-9032	601-722-9066
16748	William J.	Rooks	Revell Ace North Jackson LLC	5060 B I-55 North	Jackson	MS	39211	601-812-1400
16848	David C.	Majure	Southeast Ace, LLC	4900 Poplar Springs Dr, Suite 18	Meridian	MS	39305-1650	601-286-3860
17099	Jimmy	Nichols	Houchens Food Group, Inc.	515 City Ave S	Ripley	MS	38663-2517	662-837-9257
17623	Taylor	Paris	Paris Ace Ocean Springs Inc.	2933 Bienville Blvd	Ocean Springs	MS	39564-4305	228-818-2959
17685	Herbert Bradford	Ramey	Ramey & Sons, LLC	4233 Rocky Branch Rd	Sumrall	MS	39482-4142	601-758-4409
17751	Robert	Taylor	Taylor's Tool & Supply, LLC	55 N Columbus Ave	Louisville	MS	39339-2600	662-773-5021
17786	Fred	Lambert	American Appliance & Supply Inc	119 Enochs St	Tylertown	MS	39667-2711	601-876-2183
17808	William C	Thornburg Jr	LDBT Holdings, LLC	318 W Park Ave	Greenwood	MS	38930-2902	662-453-7554
17827	Jason	Cook	Lumberton MS Marketplace LLC	772 E Main Ave	Lumberton	MS	39455-9618	601-688-3006
17896	George H	Booth II	Tupelo Ace Hardware Inc.	1776 McCullough Blvd	Tupelo	MS	38801-7101	662-842-4638
18220	Brian	Ferrell	Ferrell's Ace Hardware LLC	2401 S Harper Rd	Corinth	MS	38834-6751	662-287-2165
18460	Patti	Saia	McDaniel's General Merchandise, Inc	496 Highway 49	Mc Henry	MS	39561-6156	601-928-7452
18503	William	Rooks	Revell Ace Madison, LLC	952 Highway 51	Madison	MS	39110-8406	601-856-5555
18533	David C	Majure	Southeast Ace, LLC	3720 Hardy Street Ste 10	Hattiesburg	MS	39402-1596	601-326-2389
18661	Jason	Cook	Liberty MS Ace Hardware LLC	302 North Industrial Park Drive	Liberty	MS	39645	601-980-8002
18787	Matthew	Skaer	Jassels 2 LLC	4405A Aloha Drive	Diamondhead	MS	39525	228-222-4808
18839	Robert	Taylor	Taylor's Tool & Supply, LLC	118 Highway 12 W	Starkville	MS	39759	000-000-0000
641	Eric L	Bowman	THE OWENHOUSE HARDWARE COMPANY	36 E Main St	Bozeman	MT	59715-4758	406-587-5401
3517	Dirk M	Markle	MARKLE'S, INC.	416 2nd Ave S	Glasgow	MT	59230-2317	406-228-9367
4921	Kim	Roberts	INLAND EMPIRE BUILDERS INC.	1704 Main St E	Thompson Falls	MT	59873-9307	406-827-3519
5996	Tom	Walters	CHARLES WALTER, INC.	102 South Main	Sheridan	MT	59749-9516	406-842-5413
6028	Terry	Taylor	TAYLOR'S ACE HARDWARE AND DRUG INC.	6141 Homestead Blvd	Colstrip	MT	59323	406-748-3450
6457	Matthew	Dowdell	DOWDELL SHELLENBERG, LLC	1106 W Park St Ste 1	Livingston	MT	59047-2955	406-222-0202
6509	Harold	Simard	RANCH AND FARM WHOLESALE SUPPLY, IN	207 Harmon St	Glendive	MT	59330-1526	406-365-4711
6875	Marcia	Thomas	REBCO INC	302 N Montana St	Dillon	MT	59725-3311	406-683-5521
6980	Danny Paul	Shores	FARMERS & RANCHERS LUMBER COMPANY,	7 N 1st Street E	Malta	MT	59538	406-654-1412
7186	Charles	Steadman	STEADMAN'S HARDWARE, INC.	611 S Haynes Ave	Miles City	MT	59301-4770	406-234-4168
7545	N Allen	Rome	ROME ENTERPRISES, INC	506 2nd St	Deer Lodge	MT	59722-1402	406-846-2461
7568	Marilyn R.	Nelson	Glacier Country Enterprises, LLC	6490 US Highway 93 S	Whitefish	MT	59937-8237	406-862-3573
7646	Wesley	Gilmore	WERCO INDUSTRIES, INC.	507 W 9th St Hwy 2 W	Libby	MT	59923-1627	406-293-2735
7925	Dean	Swank	SWANK ENTERPRISES, INC.	615 Pondera Avenue	Valier	MT	59486	406-279-3251
8560	Stewart	Weis	CRS HARDWARE CORPORATION	2301 Brooks St	Missoula	MT	59801-7959	406-728-3030
8620	J	Wikle	ORSAN, INC.	2414 N Montana Ave	Helena	MT	59601-0875	406-442-7770
8692	Charles D.	King	KING'S HARDWARE CENTRAL INC.	2264 Central Ave	Billings	MT	59102-4645	406-656-1445
8702	Charles D.	King	KING'S HARDWARE STATE INC.	4170 State Ave	Billings	MT	59101-3550	406-245-0070
8747	Loren	Sax	Sax, Inc.	1547 Main St	Billings	MT	59105-1737	406-245-0756
9590	Stewart	Weis	CRS HARDWARE CORPORATION	905 E Broadway St	Missoula	MT	59802-4913	406-721-9690
10091	Michael	Chulyak II	WYD Hardware, Inc.	111 Mcleod Street	Big Timber	MT	59011	406-932-5318

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
10376	David	Bartel	MAR-SELL, INC	815 NE Main ST	Lewistown	MT	59457-2080	406-538-4000
10841	Bridget	Morse	RED DUCK INC.	10 N Main	Whitehall	MT	59759	406-287-3430
10846	Stewart	Weis	CRS HARDWARE CORPORATION	63597 US Highway 93	Ronan	MT	59864-3303	406-676-6000
10848	Stewart	Weis	CRS HARDWARE CORPORATION	50393 US Highway 93	Polson	MT	59860-7046	406-883-6884
11041	James	Hellen	HELLBAR, INC.	3527 10th Ave S	Great Falls	MT	59405-3453	406-727-5550
11214	Matthew	Dowdell	TOM & MATT, LLC	2607 Harrison Ave	Butte	MT	59701-3759	406-723-3570
11455	Matthew	Dowdell	CHRIS & KELLY, LLC	1310 E Commercial Ave	Anaconda	MT	59711-2722	406-563-6060
11940	Stewart	Weis	CRS HARDWARE CORPORATION	130 N Meridian Rd	Kalispell	MT	59901-3848	406-755-9701
14261	James	Hellen	HELLBAR, INC.	215 NW Bypass	Great Falls	MT	59404-4120	406-216-5050
14733	Eric L	Bowman	THE OWENHOUSE HARDWARE COMPANY	8695 Huffine Ln	Bozeman	MT	59718-9097	406-582-7330
14884	Ann	Bethea	TRIPLE B ENTERPRISES, INC.	5524 Old Hwy 93	Florence	MT	59833-6564	406-273-4333
15090	Charles D.	King	Kings Hardware Grand, Inc.	1551 Zimmerman Trail Road	Billings	MT	59102	406-656-1446
15260	David R	Evans	A D EVANS ENTERPRISES, INC.	714 N 1st St	Hamilton	MT	59840-2134	406-363-3351
15460	Charles D.	King	LAUREL HARDWARE, INC.	415 SE 4th St	Laurel	MT	59044-3314	406-628-8276
15730	Kevin A	Barton	Mountain View Mercantile, Inc.	1565 Lone Mountain Trl	Big Sky	MT	59716	406-995-4500
15947	Robert	Reid	4R UP INC.	94 3rd Street	Chinook	MT	59523	406-357-3222
16338	Charles D.	King	Lockwood Hardware Inc	678 Johnson Lane	Lockwood	MT	59101	406-656-1447
16381	Ryan	Pestel	Three Forks Hardware, Inc	10 S Main St PO Box 9	Three Forks	MT	59752-0009	406-285-6666
16456	Greg	Tabish	Seeley Lake Investments, LLC	3182 Highway 83	Seeley Lake	MT	59868	406-677-2445
16752	Steve	Bachmeier	Scarlet, Inc.	6280 Jackrabbit Ln	Belgrade	MT	59714-9022	406-388-6012
16828	Ann	Bethea	Triple B Enterprises, Inc.	4054 Eastside Hwy	Stevensville	MT	59870-6675	406-777-5525
17530	Charles D.	King	Evergreen Hardware Inc	1540 13th St W	Billings	MT	59102-3202	406-272-1617
17595	David	Weisz	Three Bears Alaska, Inc.	45 Three Bears Dr	Butte	MT	59701-7171	406-494-7547
17613	Steve	Bachmeier	Scarlet, Inc.	130 E Wooden Shoe Ln	Manhattan	MT	59741-8391	406-282-2900
17625	Steve	Bartmess	Valley Ace, LLC	7515 N Montana Ave	Helena	MT	59602-9389	406-422-4143
17757	Charles D	King	Columbus Hardware Inc	537 Clough Avenue S	Columbus	MT	59019	406-322-8551
17815	Christopher	Darlow	Darlow's Quality Foods, LLC	301 River St PO Box 32	Superior	MT	59872-0032	406-822-4801
17864	Frank L	Pirtz Jr	Red Lodge Home & Hardware, Inc.	1 N Oakes Ave	Red Lodge	MT	59068-9007	406-446-1847
17983	Bridget	Morse	Red Duck, Inc.	104 S Main St	Boulder	MT	59632-7762	406-225-4399
18149	F. Thomas	Shellenberg	Flathead's Ace Hardware, LLC	2148 US Highway 2 E	Kalispell	MT	59901-2814	406-752-4221
18172	Charles D.	King	Sidney Hardware Inc	500 N Central Ave	Sidney	MT	59270-4200	406-630-8131
18227	Tom	Shellenberg	Columbia Falls Ace Hardware, LLC	1927 9th St W	Columbia Falls	MT	59912-4412	406-609-4111
18453	James R	Hellen	JH Squared, Inc.	406 Main Ave S	Choteau	MT	59422	406-216-5050
18801	Timothy	Moylan	H&M Investments LLC	105 W Central Ave	Shelby	MT	59474-2017	406-434-2104
497	John	Williford	OXFORD ACE HARDWARE, INC.	119 Hillsboro St	Oxford	NC	27565-3211	919-693-1126
1347	Lewis	Reeves	REEVES HARDWARE COMPANY, INC.	275 Main St	Highlands	NC	28741	828-526-2157
1511	Lane	Parrott	PAMLICO HOME BUILDERS & SUPPLIES, I	13646 NC Highway 55	Alliance	NC	28509	252-745-4111
1599	Vernon	Mcdonald	HAMLET HARDWARE, INC.	28 W Hamlet Ave	Hamlet	NC	28345-2742	910-582-3674
1899	Don	Hudson	DIXIE AUTO PARTS	211 Ocean Hwy S	Hertford	NC	27944-7901	252-426-5716
3125	David	Ferguson	FERGUSON HARDWARE CO. OF CHERRYVILL	2267 Lincolnton Hwy	Cherryville	NC	28021-8343	704-435-3713
3336	Thomas	Simpson	BEAUFORT ACE HOME CENTER LLC	1511 Live Oak St	Beaufort	NC	28516-1518	252-728-3111
3468	Kent	Smith	M. L. Lanier and Smith, Inc.	4646 S North Carolina 50 Hwy	Chinquapin	NC	28521	910-285-3413
3469	Kimberly S	Blaha	ACE MARINE RIGGING AND SUPPLY, INC.	600 Arendell St	Morehead City	NC	28557-4233	252-726-6620
3699	Jetter	Lewis	LEWIS-BRADY BUILDERS SUPPLY, INC.	706 N Walnut St	Fairmont	NC	28340-2044	910-628-7775

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
3731	Carl	Waters	CARL WATERS, SR.	778 W Corbett Ave	Swansboro	NC	28584-8452	910-326-1538
3781	Roger	Melvin	TONEY HARDWARE COMPANY	402 S Bickett Blvd	Louisburg	NC	27549-2802	919-496-7920
3810	Herbert	Robinson	ROBINSON & ROBINSON, INC.	3263 Holden Beach Rd SW	Holden Beach	NC	28462-5717	910-842-4142
4227	B. Dawn	Armfield	ZICKGRAF ENTERPRISES, INC.	301 Depot St	Franklin	NC	28734-3060	828-369-1200
4266	Dennis	Sawyer	SILER CITY HARDWARE, INC.	119 E Raleigh St	Siler City	NC	27344-3413	919-742-3736
5243	James	Johnson	ACE HARDWARE OF AHOSKIE INC.	1405 Memorial Dr E	Ahoskie	NC	27910-3925	252-332-8038
6101	Frank	Craven	THE GENERAL STORE OF DENVER INC.	6360 E Nc 150 Hwy	Sherrills Ford	NC	28673-9404	704-483-2686
6194	Janel G	White	SOUND ACE HARDWARE INC.	300 Emerald Plantation Rd	Emerald Isle	NC	28594-1910	252-354-4640
6627	James	Ray	HERITAGE LUMBER CO., INC.	19 E Bypass	Burnsville	NC	28714-3303	828-682-3033
7799	Frankie L	Meads	ALBEMARLE BUILDERS SUPPLY, INC.	1110 US Highway 17 S	Elizabeth City	NC	27909-7629	252-335-4343
7834	Darrell	Chambers	SENTRY HOME MART, INC.	5105 W Market St	Greensboro	NC	27409-2613	336-299-8411
8076	Philip	Bame	BAME ACE HARDWARE, INC.	1021 N Lake Park Blvd	Carolina Beach	NC	28428-4128	910-458-8266
8142	Carlton	Hill	H. CARLTON HILL	8201 N NC Hwy 150	Clemmons	NC	27012-6841	336-775-2775
8235	Sammy	Marshburn	MARSHBURN'S, INC.	605 S Norwood St	Wallace	NC	28466-1621	910-285-3341
8523	Joseph	Pitt	MARROW-PITT HARDWARE COMPANY INC	1713 N Main St	Tarboro	NC	27886-2523	252-823-7011
8660	Ashley S	Elmore	SAINE'S HARDWARE & GARDEN CENTER, I	127 Spake Rd	Lincolnton	NC	28092-8393	704-735-3911
9004	Taita	Oka	Outer Rim Enterprises, Inc	3508 N Kerr Ave	Wilmington	NC	28405-8689	910-763-2004
9267	Cecil	Cregory	Union Grove Hardware, Inc.	1700 W Memorial Hwy	Harmony	NC	28634-9354	704-539-5504
10101	Dan	Medlin	MEDLIN AND DORMAN, INC.	216-218 E Main St	Benson	NC	27504	919-894-3164
10308	Denny	Jordan	COASTAL HARDWARE & SUPPLY CENTER, I	594 Seaside Rd SW	Sunset Beach	NC	28468-6135	910-579-6245
11047	Benjamin B.	Johnson	RIDDICK AND WINDLEY, INC.	235 Pamlico St	Belhaven	NC	27810-1417	252-943-2205
11056	Tommy	Reeves	NEW HAMPSTEAD HARDWARE, INC.	15597 US Highway 17 N	Hampstead	NC	28443-3087	910-270-3237
11159	Wess	Schaefer	WESCO INC OF GREENE CO.	321 Hwy 13 S	Snow Hill	NC	28580-8472	252-747-9020
11311	Daniel	Cahill	CAHILL OF CAROLINA, INC.	20510 N Main St	Cornelius	NC	28031-8522	704-892-7651
11756	William	Young	CGI ENTERPRISES, INC.	136 Weaver Blvd	Weaverville	NC	28787-8345	828-645-8811
11978	Andreas	Bechtler	MAIN STREET PROPERTY, L.L.C.	217 Town Center Dr	Locust	NC	28097-8001	704-888-0093
12135	William	Mc Neely	LBM INDUSTRIES INC.	17668 Rosman Hwy	Sapphire	NC	28774-9766	828-966-4484
12233	James	Wilkerson	BLACKHAWK HARDWARE INC.	4225 Parkroad Shopping Center	Charlotte	NC	28209-2231	704-525-2682
14002	Albert A	Alverson	MCKNIGHT HARDWARE, INC.	1709 E Bessemer Ave	Greensboro	NC	27405-7245	336-273-1943
14062	Wendy	Wrigglesworth	WRIGGLESWORTH ENTERPRISES, INC.	3516 S College Rd.	Wilmington	NC	28412-0912	910-889-3516
14289	Teresa	Morgan	CALABASH HARDWARE AND HOME CENTER,	9030 Beach Dr	Calabash	NC	28467-2900	910-579-3237
14365	James	Lance	ANDREWS ACE HARDWARE & BUILDING CEN	306 Whitaker Ln	Andrews	NC	28901-8077	828-321-4275
14374	Gregory	Paul	CAROLINA ACE, INC.	911 Greenville Hwy	Hendersonville	NC	28792-5728	828-697-2237
14376	Jeffery	Steelman	STEELMAN'S ACE HARDWARE, INC.	5431 US Highway 158	Bermuda Run	NC	27006-6908	336-998-1987
14544	Paul D	Owens	Owens Hardware, Inc.	144 Elams Rd	Littleton	NC	27850-8479	252-586-0330
14578	Terry L	Beaver	T S B OF ROCKWELL, INC.	229 E Main St	Rockwell	NC	28138-6760	704-279-5269
14749	Jagdish	Patel	SATYAY LLC	5539 Hovis Rd	Charlotte	NC	28216	704-399-5221
14751	Roger	Melvin	TONEY HARDWARE COMPANY	1120 US Hwy 1 N	Youngsville	NC	27596-8607	919-554-1541
14849	William	Carver	W. CARVER ENTERPRISES, INC	1391 Dellwood Rd	Waynesville	NC	28786-6913	828-926-0300
14864	William F	Young	CGI ENTERPRISES, INC.	812 Merrimon Ave	Asheville	NC	28804-2417	828-505-3672
15108	James M	Takes	BRAWLEY SCHOOL HARDWARE, LLC	1082 Brawley School Rd	Mooreville	NC	28117-8994	704-658-0033
15117	William L	Mc Neely Jr	LBM INDUSTRIES, INC.	696 US Highway 64 E	Cashiers	NC	28717-6030	828-743-6180
15254	James T	Johnson Jr	Ace Hardware of Ahoskie, Inc.	415 W Main St	Murfreesboro	NC	27855-1418	252-396-8038
15279	Shannon	Barker	LANKEN ENTERPRISES, LLC	117 B Village Road NE	Leland	NC	28451-7413	910-383-6688

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
15318	William F	Young	CGI ENTERPRISES, INC.	1888 Hendersonville Rd	Asheville	NC	28803-2399	828-676-0047
15329	Richard M	Madden	MADDEN NC, INC.	2319 US 70 Hwy	Swannanoa	NC	28778-8207	828-581-0299
15445	Joseph G	Smith Jr	TRIANGLE PHARMACY, INC.	4711 Hope Vly Rd Ste 1J	Durham	NC	27707-5651	919-493-5722
15447	Joseph G	Smith Jr	TRIANGLE PHARMACY, INC.	1700 E Hwy 54	Durham	NC	27713	919-544-1711
15469	Charlie A	Boyd	ARBCO HARDWARE STORE, INC.	1010 W Fort Macon Rd	Atlantic Beach	NC	28512-5318	252-240-0254
15740	Glenn D	Brewer	G. Brewer Co., Inc. of Faison	348 NE Center St	Faison	NC	28341-7623	910-267-2711
15741	Nancy	Spencer	Spencer's Hardware, Farm and Garden	1612 Rutherford Rd	Marion	NC	28752-4761	828-652-3958
15742	Roger L	Gouge	Ledger Hardware, Inc.	5489 S 226 Hwy	Bakersville	NC	28705-7329	828-688-4798
15888	Paul D	Owens	Owens Hardware, Inc.	411H S Main St	Rolesville	NC	27571-9664	919-263-1883
16051	Michael P	Mickiewicz	Mick Ventures, L.L.C.	1537 Union Cross Rd	Kernersville	NC	27284-6500	336-497-4191
16076	Richard Mark	Madden	Madden NC II, Inc.	1070 Haywood Rd	Asheville	NC	28806-2640	828-785-1900
16106	William	Young	CGI Enterprises, Inc.	3340 Boylston Hwy Unit 10	Mills River	NC	28759-4103	828-891-4545
16140	Andrew R	Stevens	Stevens Hardware Company	6756 Market St	Wilmington	NC	28405-3704	910-202-5070
16141	Joseph M	Stevens	Stevens Hardware Company	1831 Dawson St	Wilmington	NC	28403-2328	910-762-7977
16182	Milton Hart	Askew IV	Askew's Hardware, Inc.	3938 US Highway 70 E	New Bern	NC	28560-7057	252-638-2231
16201	Dwight	Apple	Big Apple Farm Supply, Incorporated	407 SW Market St	Reidsville	NC	27320-3825	336-349-3336
16203	Daniel Ross	Apple	Apple and Sons, LLC	202 Piedmont St	Reidsville	NC	27320-3850	336-349-3928
16322	Randy	Saunders	Southern Pines Ace Operations	215 Capital Dr	Whispering Pines	NC	28327-6261	910-684-8817
16497	Joshua C.	Patrick	Appalachian Ace Hardware, LLC	75 W Palmer St	Franklin	NC	28734-3046	828-524-0502
16537	Joseph	Jeffries	Westlake Hardware, Inc.	6196 Falls of Neuse Rd #100	Raleigh	NC	27609-3516	919-790-8832
16539	Joseph	Jeffries	Westlake Hardware, Inc.	10930 Raven Ridge Rd	Raleigh	NC	27614-6593	919-870-5240
16755	Joseph	Jeffries	Westlake Hardware, Inc.	822 Ocean Trl	Corolla	NC	27927-9610	252-453-4441
16765	Joseph	Jeffries	Westlake Hardware, Inc.	6704 Caratoke Hwy	Grandy	NC	27939-9626	252-453-2010
16767	Joseph	Jeffries	Westlake Hardware, Inc.	4132 N Croatan Hwy	Kitty Hawk	NC	27949-6075	252-261-4211
16769	Joseph	Jeffries	Westlake Hardware, Inc.	2718 S Croatan Hwy	Nags Head	NC	27959-9020	252-441-5644
16771	Joseph	Jeffries	Westlake Hardware, Inc.	300 US Highway 64	Manteo	NC	27954-9716	252-473-1444
16773	Joseph	Jeffries	Westlake Hardware, Inc.	42000 Hwy 12	Avon	NC	27915	252-995-6600
16801	Paul	Finnerty	Finnerty Enterprises, Inc.	2135 Hwy 172	Sneads Ferry	NC	28460	910-327-3646
16820	William	Young	CGI Enterprises, Inc.	10 Westridge Market Pl	Candler	NC	28715-9174	828-527-6468
16861	Richard Mark	Madden	Madden NC III, Inc.	800 Fairview Rd	Asheville	NC	28803-1028	828-774-5350
16863	Gail S.	Lanier	Lanier Hardware, Inc.	218 S Main St	Lexington	NC	27292-3324	336-248-5935
16867	Randall Brian	Saunders	Seven Lakes Ace Operations Company	4379 NC 211	West End	NC	27376	910-400-5613
16931	Joseph	Jeffries	Westlake Hardware, Inc.	802 Semart Dr Suite 112	Raleigh	NC	27604-8015	919-834-8600
16951	Joseph	Jeffries	Westlake Hardware, Inc.	2976 Kildaire Farm Rd	Cary	NC	27518-8965	984-465-1605
17392	Jeremy	Bell	J.S Bell, INC.	700 E Washington St	Nashville	NC	27856-1739	252-459-7934
17486	Charles Vance	Overstreet	Northwest Hardware Company, Incorpo	3450 Robinhood Rd	Winston Salem	NC	27106-4702	336-768-3886
17506	Shannon	Barker	Peak2Sea LLC	8848 River Rd	Southport	NC	28461-3800	910-477-6444
17626	Lawrence	Shaffer	WXW HARDWARE LLC	3927 Providence Rd S	Waxhaw	NC	28173-8337	704-843-4760
17707	Danny	Meendering	H.G.T.V.H.,Inc.	775 Concord Pkwy N	Concord	NC	28027-6035	704-786-8195
17728	Stephen Scott	Price	Farmer's Hardware, Inc.	107F Mollie Dr S	Goldsboro	NC	27534-9258	919-778-2223
17767	Joseph	Jeffries	Westlake Hardware, Inc.	157 Chatham Downs Dr	Chapel Hill	NC	27517-6110	919-704-7156
17788	Kimberly	Beasley	H & B Hardware, LLC	137 Cox St.	Eden	NC	27288-3439	336-623-3194
17908	Paul D	Owens	Owens Hardware, Inc.	509 N Main St	Holly Springs	NC	27540-9397	919-567-0233
17910	Paul D	Owens	Owens Hardware, Inc.	61 N Raleigh St	Angier	NC	27501-6679	919-275-9779

ACTIVE MEMBER STORES AS OF DECEMBER 31, 2023

1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
17912	Paul D	Owens	Owens Hardware, Inc.	7277 NC Highway 42	Raleigh	NC	27603-7527	919-779-2950
17935	James H	Grantham	Grantham Supply, Inc.	3396 US Highway 13 S	Goldsboro	NC	27530-1024	919-689-2985
17940	Paul	Finnerty	Stoney Creek Ace Hardware, LLC	941 Center Crest Dr	Whitsett	NC	27377-8001	336-447-4504
17948	Charlie A	Boyd	Greenville Ace Hardware, Inc.	2098 E Fire Tower Rd	Greenville	NC	27858-4134	252-756-4600
17963	Darin	Workman	The Helpful Hardware Company, LLC	205 Indian Trail Rd	Indian Trail	NC	28079	704-821-9448
18010	Jon Paul	Herrin	J. Herrin Enterprises Inc	4109 M L King Jr Blvd	New Bern	NC	28562-2234	252-631-2720
18192	Charles Vance	Overstreet	Northwest Hardware Company, Incorpo	526 W Fleming Dr	Morganton	NC	28655-3924	828-433-8778
18300	Charles Vance	Overstreet	Northwest Hardware Company, Incorpo	3347 S NC 127 Hwy	Hickory	NC	28602-8213	828-294-1022
18316	Joseph	Jeffries	Westlake Hardware, Inc.	9101 Leesville Rd STE 169	Raleigh	NC	27613-4092	984-238-2299
18360	Daniel	Walker	Walker Hardware LLC	718 East Blvd.	Williamston	NC	27892-2738	252-802-6450
18385	J Thomas	Glenn	Elder's Ace Hardware of Bryson City	111 Main St	Bryson City	NC	28713	828-488-2782
18390	Joseph	Jeffries	Westlake Hardware, Inc.	1080 N Rogers Ln	Raleigh	NC	27610-6082	984-238-2277
18391	Lori Tracy	Stobbe	Lotus Hardware, Inc.	2800 Raeford Rd Ste 24A	Fayetteville	NC	28303-5465	910-900-4455
18424	David	Singleton	Single Stop Inc.	127 Plaza Loop	Canton	NC	28716-4891	828-235-2120
18465	David	Singleton	Single Stop Inc.	1623 Acquoni Rd	Cherokee	NC	28719-9413	828-497-8980
18532	Joseph	Jeffries	Westlake Hardware, Inc.	1589 Skeet Club Rd	High Point	NC	27265-8817	913-888-0808
18537	Matthew	Ogden	WRBS OpCo, LLC	247 Highway 64 Bypass	Hayesville	NC	28904	828-389-8035
18572	Charles Vance	Overstreet	Northwest Hardware Company, Incorpo	2700 Old Hollow Rd	Walkertown	NC	27051-9529	336-595-2241
18577	Paul	Talley	Northern Ace, Inc.	3100 NC Highway 150 E	Greensboro	NC	27455-8225	336-111-1111
18591	J Thomas	Glenn	Elder's Ace Hardare of Robbinsville	240 Rodney Orr By-Pass	Robbinsville	NC	28771	828-479-3341
18597	Doug	Reeves	Our Town Hardware, Inc.	6301 Castle Hayne Rd	Castle Hayne	NC	28429-5013	910-675-9205
18643	Joseph	Jeffries	Westlake Hardware, Inc.	2924 Mt Holly Huntersville Rd	Charlotte	NC	28214-9396	000-000-000
18658	Darin	Workman	The Helpful Hardware Company, LLC	9433 NC Highway 127	Hickory	NC	28601-8394	828-495-8351
18662	Mack	McLamb	Promise Hardware , LLC	1002 W Cumberland St	Dunn	NC	28334-4716	910-892-4124
18691	William L	McNeely Jr	LBM Industries Inc	87 W Main St	Brevard	NC	28712-3648	828-883-2103
18739	Lonnie	McCaffety	CM & MM Investments, LLC	1761 Neal Hawkins Rd	Gastonia	NC	28056-6005	000-000-000
18799	Daniel	Cross	Cross Ace Hardware Inc	1040 Henderson Dr	Jacksonville	NC	28540-7422	000-000-0000
18832	Darin	Workman	The Helpful Hardware Company, LLC	6912 Matthew-Mint Hill Rd	Mint Hill	NC	28227-7901	828-495-8351
18834	Alton	Locklear	Adamnben Enterprises, LLC	1675 N Roberts Ave	Lumberton	NC	28358-2281	910-738-7788
18836	Nancy	Spencer	Spencer's Hardware Old Fort, LLC	106 E Main St	Old Fort	NC	28762-9805	828-652-3958
7213	Marshall	Feland	ALMONT LUMBER & EQUIPMENT CO., INC.	2329 Memorial Hwy	Mandan	ND	58554-4624	701-663-4684
8752	Jeffrey	Hinz	REAL HARDWARE, INC	805 S 7th St	Bismarck	ND	58504-5862	701-258-6161
9489	Steve	Scheel	SCHEELS HARDWARE AND SPORT SHOPS IN	3202-13th Ave S	Fargo	ND	58103-3403	701-232-8903
9818	Cliff	Newby	NEWBY'S HARDWARE, INC.	1173 3rd Ave W	Dickinson	ND	58601-3863	701-483-1238
11398	Jennifer	Slind	RIVER VALLEY ENTERPRISES INC	1600 2nd Ave SW	Minot	ND	58701-3459	701-839-6166
12253	Theorore	Pietron	THEODORE & SARAH PIETRON	1005 Dakota Ave	Wahpeton	ND	58075-4320	701-642-5544
14003	Steven H	Burggraf	BURGGRAF'S ACE HARDWARE AND PAINT C	1826 S Washington St	Grand Forks	ND	58201-6350	701-738-0455
15639	Paul	Munro	Munro Builders Supply, Inc.	602 Main Ave W	Rolla	ND	58367-7606	701-477-3105
15677	Cliff	Newby	Newby's Hardware Bowman, Inc.	316 Hwy 12 E	Bowman	ND	58623	701-523-9818
15931	Mike	Wiebolt	Stanley Hardware, LLC	702 Westview Ln	Stanley	ND	58784-4033	701-628-2252
15934	Mike	Wiebolt	Tioga Hardware, LLC	119 N Main St	Tioga	ND	58852-7124	701-664-3309
16240	Jeffrey E.	Hinz	Real Hardware, Inc.	4321 Ottawa Street	Bismarck	ND	58503	701-751-0529
16289	Michael	Fox	Williston Hardware Inc.	10 26th St E	Williston	ND	58801-3046	701-572-7300
16361	Clifford	Newby	Newby's Hardware Devils Lake, Inc.	210 Highway 2 W	Devils Lake	ND	58301-2944	701-662-9818

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
16401	Steven H.	Burggraf	Burggraf's Ace Hardware of Fargo Co	2602 Broadway N	Fargo	ND	58102-1407	701-540-5645
16466	Jerald	Isaak	J & M Hardware, Inc.	1900 Highway 49 N	Beulah	ND	58523	701-873-4318
17324	Steven H.	Burggraf	Burggraf's Ace Hardware of South Fa	2810 University Dr S	Fargo	ND	58103-6030	701-809-8041
17332	Brent Charles	Lemer	LBTV INC.	110 10th St E	Harvey	ND	58341-1532	701-324-2319
17458	Steven H.	Burggraf	Burggraf's Ace Hardware of West Far	635 32nd Ave E	West Fargo	ND	58078-7114	701-809-7090
18127	Jodi	Kallias	Zig Enterprises, LLC	1100 13th Avenue E Ste 2	West Fargo	ND	58078-3376	701-282-3046
18514	Kevin	Watts	Watts Up, Inc	1610 Governors Dr	Casseltown	ND	58012-3918	701-346-0104
19084	Jim	Shaw	Coborn's Incorporated	410 10th St SE	Jamestown	ND	58401-5562	701-252-1174
339	Randall	Jelinek	JELINEK HARDWARE CO.	1704 W 3rd St	Grand Island	NE	68803-5419	308-382-1874
1033	Dennis	Girard	Bernie's Supply, Inc.	315 1/2 Laramie Ave	Alliance	NE	69301-3357	308-762-3488
1930	Kathy	Lord	LORD'S INC	102 S 4th St	Indianola	NE	69034-6607	308-364-2211
2206	Stephen J.	Doll	JOHNSON CASHWAY LUMBER CO. OF NEBRA	1960 Depot St	Gering	NE	69341-2442	308-436-2171
2639	Charles	Hinn	HINNS HARDWARE & FURNITURE CO., INC	204 S Main St	Rushville	NE	69360-4535	308-327-2132
3967	Randall	Jelinek	JELINEK HARDWARE CO.	1460 33rd Ave	Columbus	NE	68601-4846	402-564-0995
4423	Ted	Scherbarth	SCHERBARTH, INC.	3036 Industrial Ave	Fairbury	NE	68352-1306	402-729-6184
4709	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	2802 N 90th St	Omaha	NE	68134-5708	402-399-8381
4710	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	8425 W Center Rd	Omaha	NE	68124-3132	402-399-9443
4740	Steve	Dohring	HOMESTEAD BUILDING SUPPLY, INC.	104 N Main St	Gordon	NE	69343-1524	308-282-1741
5028	James	Clarke	TRIPLE J INC	1320 16th St	Aurora	NE	68818-1701	402-694-6121
6466	Madaline A.	Keller	KELLER ENTERPRISES LTD.	2618 Harlan St	Falls City	NE	68355-1119	402-245-3400
7062	Carroll	Olson	CARROLL OLSEN ENTERPRISES INC	115 East State Street	Atkinson	NE	68713	402-925-2993
7218	Robert	Trapp	TRAPP INC.	250 N Central Ave	Superior	NE	68978-1714	402-879-4119
7241	Mary	Boland	PETERSEN & MICHELSEN HARDWARE	4916 S 24th St	Omaha	NE	68107-2705	402-731-0171
7265	David R.	Wolfe	ROMADA INC.	6118 Havelock Ave	Lincoln	NE	68507-1233	402-466-7707
7611	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	1005 Galvin Rd S	Bellevue	NE	68005-3056	402-291-5517
7962	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	2600 S 48th St Ste 19a	Lincoln	NE	68506-2502	402-488-2393
8818	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	14060 W Center Rd	Omaha	NE	68144-3356	402-330-0610
8982	Randall	Jelinek	JELINEK HARDWARE CO.	307 W 56th St	Kearney	NE	68845-2465	308-234-2888
9292	Joseph	Jeffries	WESTLAKE HARDWARE INC	350 N Saddle Creek Rd	Omaha	NE	68131-2230	402-551-7455
9613	Randall	Jelinek	JELINEK HARDWARE CO.	1660 E 23rd St	Fremont	NE	68025-2415	402-727-7067
9639	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	4545 Vine St	Lincoln	NE	68503-2822	402-466-2623
10882	Ronnie	Greve	R & N, INC.	316 Main St	Pender	NE	68047	402-385-3015
11368	Robert F	Foote	FOOTE EQUIPMENT COMPANY	3203 Osborne Dr W	Hastings	NE	68901-9122	402-462-5181
15200	Mark	Jost	BURST, L.L.C.	630 S Lincoln Avenue	York	NE	68467-4214	402-362-5325
15425	Greg	Jones	Quality Farm and Ranch Center, LLC	605 E A St S	Ogallala	NE	69153-3126	308-284-7115
15524	Pat & Jon	Finney	FINNEYS INCORPORATED	1035 Illinois St	Sidney	NE	69162-1645	308-254-2775
15679	Dan & Cindy	Svoboda	Svoboda's, Inc.	205 W 4th Ave	Holdrege	NE	68949-2645	308-995-4091
15801	Alexander	Ziegenbein	Gretna Ace Hardware, LLC	215 Enterprise Dr	Gretna	NE	68028-7883	402-763-4457
15825	Randall L	Jelinek	Jelinek Hardware Co.	20277 Wirt St	Elkhorn	NE	68022-2694	402-289-2333
15979	Jeffrey A	Lepp	Chadron Ace Hardware, LLC.	760 W 3rd St	Chadron	NE	69337-2259	308-432-3914
16124	Blake	Burgess	Burst DC, LLC	443 N 4th St	David City	NE	68632-1622	402-367-3810
16239	Joseph	Jeffries	Westlake Hardware, Inc.	2317 N 6th St	Beatrice	NE	68310-1274	402-223-2400
16243	Joseph	Jeffries	Westlake Hardware, Inc.	1107 Grundman Blvd	Nebraska City	NE	68410-3396	402-873-3762
16336	Jason D	Hefner	Hefner True Value, Inc.	201 E Main St	Bloomfield	NE	68718-4403	402-373-4581

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
16362	Paul	Mueller	Seward Grocery, LLC	1519 W Highway 34	Seward	NE	68434-2361	402-643-6609
16584	Cathleen	LeGrand	Sterling Ambitions, L.L.C.	114 S 8th St	Blair	NE	68008-2409	402-426-9160
16588	Danny M.	Papik	More Than Hardware, Inc.	1025 Main Ave	Crete	NE	68333-2206	402-826-3397
16734	Alexander	Ziegenbein	Springfield Ace Hardware, LLC	810 Park Drive	Springfield	NE	68059	402-625-7600
16735	Joseph	Jeffries	Westlake Hardware, Inc.	5502 Center St	Omaha	NE	68106-3002	402-553-2686
16736	Joseph	Jeffries	Westlake Hardware, Inc.	8018 Harrison St	Ralston	NE	68128-2914	402-331-1638
16789	Greg	Jones	Quality Farm and Ranch Center, LLC	201-209 West C Street	McCook	NE	69001	308-777-2085
16842	Blake	Burgess	Burst NP, LLC	235 E 6th St	North Platte	NE	69101-4132	308-532-3900
17310	Kent	Loyd	Oshkosh Toolhouse, Inc.	400 W Ave A	Oshkosh	NE	69154	308-772-3223
17360	John E.	Owens	Owens Implement And Supply Company	1102 W Highway 34	Benkelman	NE	69021-3070	308-423-2677
17367	Bob	Ogden	Ogden Hardware, Inc.	309 E Highway 20	Oneill	NE	68763-2103	402-336-2811
17433	Christy	Oestreich	Baclo Enterprises, LLC	227 S 16th St	Ord	NE	68862-1709	308-728-5511
17553	Stephen B.	Legrand	Retail Reclaimers, L.L.C.	615 Dearborn St	Wayne	NE	68787-2244	402-833-1331
17606	Kim	Wattier	Laurel True Value, Inc.	402 Highway 20 S	Laurel	NE	68745-9786	402-256-3400
17806	Ben	Dishman	Encompass 163, Inc	1900 10th St	Gering	NE	69341	308-633-4397
17851	Joseph	Jeffries	Westlake Hardware, Inc.	1401 Superior St	Lincoln	NE	68521-1982	402-742-7004
17852	Joseph	Jeffries	Westlake Hardware, Inc.	924 N 70th St	Lincoln	NE	68505-2104	402-486-1515
17853	Joseph	Jeffries	Westlake Hardware, Inc.	901 S 27th St Ste 1	Lincoln	NE	68510-3108	402-438-5517
17854	Joseph	Jeffries	Westlake Hardware, Inc.	3800 Old Cheney Rd Ste B	Lincoln	NE	68516-2710	402-421-1912
18089	Jeffrey Allen	Lepp	Kimball Ace Hardware, LLC	1217 S Highway 71	Kimball	NE	69145-9764	308-230-2146
18157	Jospeh M.	Franssen	RT Ace, LLC	747 S C St	Broken Bow	NE	68822-2030	308-872-2449
18488	Stephen	LeGrand	Imagine Eden LLC	7304 N West Street	Valley	NE	68064	531-283-5468
18526	Phil	Juilfs	Kerner True Value and V&S Inc	186 N 12th St	Tecumseh	NE	68450-2115	402-335-3466
18812	Joseph	Franssen	RT ACE LLC	404 9th St	Gothenburg	NE	69138-1915	000-000-000
3042	Douglas	Hamshaw	HAMSHAW LUMBER, INC.	3 Bradco St	Keene	NH	03431-3900	603-352-6506
3290	Rocco	Falcone	ROCKY'S HARDWARE, INC.	873 Central Ave # 108	Dover	NH	03820-2506	603-742-0225
4711	John	Moynihan	MOYNIHAN LUMBER OF PLAISTOW, INC.	PO Box 1160 /12 Old Rd	Plaistow	NH	03865-1160	603-382-1535
5136	Paul	Cyr	CYR LUMBER CO., INC.	39 Rockingham Rd	Windham	NH	03087-1308	603-898-5000
5417	Fletcher	Perkins	CANDIA LUMBER COMPANY INC.	79 Old Candia Road-Rt 27	Candia	NH	03034	603-483-5585
6084	Louise	Collins	PERRAS ACE, INC.	31 Perras Rd	Lancaster	NH	03584-4218	603-636-1391
6236	Richard	Edmunds JR	EDMUNDS' DEPARTMENT STORE, INC.	262 B Maple St	Henniker	NH	03242-6214	603-428-3265
6238	Richard	Edmunds JR	EDMUNDS' DEPARTMENT STORE, INC.	56 Main Street	Antrim	NH	03440	603-588-6565
6978	Laurence	Eckman	REEDS FERRY LUMBER CORPORATION	544 Daniel Webster Hwy	Merrimack	NH	03054-3430	603-424-5514
7711	Alexander C	Hunt	GOREX, INC.	22 Railroad St	Wolfeboro	NH	03894-4349	603-569-3018
8700	Patricia	Miller	N.C. MARRO PLUMBING & HEATING SUPPL	141 Charlestown Rd	Claremont	NH	03743-3023	603-543-0772
10240	Rocco	Falcone	ROCKY'S HARDWARE, INC.	20 Loudon Rd	Concord	NH	03301-5603	603-229-1380
10243	Dan	Jackson	ARJAY, INC	55 Lincoln St	Exeter	NH	03833-3213	603-772-6054
10775	Mark	Kelley	WHITE MOUNTAIN LUMBER COMPANY, INC.	30 E Milan Rd	Berlin	NH	03570-3550	603-752-1000
12034	Gerald	Aubin	AUBIN HARDWARE, INC.	762 Mast Rd	Manchester	NH	03102-1538	603-668-5533
12316	Karen	Henderson	GOFFSTOWN HARDWARE, INC.	5 Depot St	Goffstown	NH	03045-1713	603-497-2682
15344	Donald M	Roberts	ROCKINGHAM HARDWARE L.L.C.	70 Heritage Ave	Portsmouth	NH	03801-5662	603-431-7833
15855	William	Deyesso	Mountain Grainery LLC	755 White Mountain Highway Route 16	Ossipee	NH	03864	603-539-2440
15857	Robert A	Noble Iii III	Lyme Hardware, LLC	5 Main St	Lyme	NH	03768-3500	603-795-2220
16102	Paul	Cyr	Cyr Lumber Co., Inc.	717 Route 103 E	Warner	NH	03278-4433	603-746-4477

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
16421	George J	Katis	Nashua Wallpaper Co., Inc.	129 W Pearl St	Nashua	NH	03060-3304	603-882-9491
16508	Paul	Cyr	Cyr Lumber Co., Inc.	542 W Main St	Tilton	NH	03276-5021	603-410-5565
16739	Thomas	Stachulski	Hometown Hardware, LLC.	15 Freetown Rd	Raymond	NH	03077-2358	603-895-2370
17087	Robert	Heath	E. M. Heath, Inc.	318 Whittier Hwy	Center Harbor	NH	03226-3620	603-253-4381
17471	J. George	Katis	Queen City Paint & Wallpaper, INC.	875 Hanover St	Manchester	NH	03104-5419	603-668-4155
17698	J Lang	Durfee	Bethel Mills, INC.	4905 Dartmouth College Hwy	Woodsville	NH	03785-1412	603-747-8151
17715	James	Infanti	The County Stores, Inc.	321 Nashua St	Milford	NH	03055-3748	603-673-1337
17739	George	Katis	Bedford Ace Hardware, Inc.	209 Route 101	Bedford	NH	03110-5440	603-329-3312
17790	David	Petell	E.M. Heath, Inc.	1084 Union Ave	Laconia	NH	03246-2143	603-524-1601
17914	Rocco J	Falcone	Rocky's Hardware, Inc.	257 Newport Rd	New London	NH	03257-5420	603-526-2800
19047	William E	Aubuchon IV	W. E. AUBUCHON CO., INC.	41 Concord Rd	Lee	NH	03861-6625	603-868-1895
19048	William E	Aubuchon IV	W. E. AUBUCHON CO., INC.	7 Main St	Alton	NH	03809-4620	603-875-5510
3256	Joseph	La Rocca	J. LAROCCA CONSTRUCTION INC.	45 Evergreen Rd	New Egypt	NJ	08533-1211	609-758-0400
3436	Bernard	Hochberg	MILLHURST MILLS INC.	17 Sweetmans Ln	Manalapan	NJ	07726-8349	732-462-2000
4762	Jan	Rupinski	ANCO HOME CORPORATION	2410 Bayshore Rd	Villas	NJ	08251-1409	609-886-2701
5777	William	Trudeau	HEADLEY LUMBER, INC.	1125 Weldon Rd	Oak Ridge	NJ	07438-9511	973-697-7541
5810	Daniel G.	Massari	Post Hardware, Inc.	890 US Highway 22	Somerville	NJ	08876-1560	908-722-3777
6159	Christian	Tranger	BEAVER DAM HARDWARE LLC	1307 Beaver Dam Rd	Point Pleasant	NJ	08742-4907	732-899-4218
7223	Ernest	Passerini	KARIGS HARDWARE, INC.	27 N Livingston Ave	Livingston	NJ	07039-2112	973-992-0022
7224	David	Horton	A'S HOME CENTER INC.	2435 Highway 35	Manasquan	NJ	08736-1101	732-528-6909
7329	Russell	Spotts	SPOTTS INC.	646 Stokes Rd	Medford	NJ	08055-2902	609-654-4464
7338	Antonio	Casas	AC HARDWARE INC.	226 Long Ave	Hillside	NJ	07205-2324	973-923-1234
7852	George	Pahiakos	TSIGONIA PAINT SALES OF JERSEY CITY	464 Communipaw Ave	Jersey City	NJ	07304-2934	201-435-0979
8254	Joseph	Fazzio	JOSEPH P. FAZZIO, INC.	2760 Glassboro Cross Keys Rd	Glassboro	NJ	08028-2713	856-881-3185
8493	Larry	Tobia	TOWN HARDWARE, INC.	26 Westfield Ave	Clark	NJ	07066-3226	732-388-3200
8564	Manuel	Reyes	FIRST & HUDSON STREET CORPORATION	130 Washington St	Hoboken	NJ	07030-4629	201-659-0061
8664	Frank	Maresca	MARESCA LUMBER AND BUILDING	69 Newark Pompton Trnpke	Pequannock	NJ	07440	973-696-0909
8738	Thomas	Tower	ADVANTAGE RENTAL CENTER, INC.	100 Route 50	Ocean View	NJ	08230-1113	609-390-2345
10420	David	Palmer	D PALMER CORP.	940 Kinderkamack Rd	River Edge	NJ	07661-2312	201-262-0900
10898	Terri	Swain	SWAIN'S HARDWARE, INC.	305 Jackson St	Cape May	NJ	08204-1453	609-884-8578
10900	John	Desimone Sr	MOORE'S HARDWARE OF LEONIA, INC.	335 Broad Ave	Leonia	NJ	07605-1701	201-944-1952
10926	James	Fisher	SEASHORE HOME SUPPLY, INC.	260 96th St	Stone Harbor	NJ	08247-1912	609-368-3191
11058	David	Horton	A'S HARDWARE AND GARDEN CENTER INC.	298 Rte 9	Bayville	NJ	08721	732-606-9500
12122	William	Getginger	WESTMONT HARDWARE INC.	127 Haddon Ave	Westmont	NJ	08108-1033	856-854-3416
14011	Keith	Rollins	ACE HARDWARE OF TURNERSVILLE, LLC	344 Greentree Rd	Turnersville	NJ	08012	856-582-8400
14478	Antonio	Casas	A.C. HARDWARE II, INC.	1030 Broadway	Bayonne	NJ	07002-4153	201-243-1900
15720	Sebastiano	Pisciotta	Brothers Hardware, Inc.	10 Orient Way	Rutherford	NJ	07070-2012	201-939-1811
16094	Ron	Schone	Bloomin Hardware, Garden	2 Bridge St #754	Blairstown	NJ	07825-2511	908-362-6177
16147	Jaime A	Maloney	Bellmore Home Center, Inc.	490 Bloomfield Ave	Caldwell	NJ	07006-5402	862-702-3260
16354	Michael J	Costello	Bellmore Home Center, Inc.	261 Comly Rd	Lincoln Park	NJ	07035-1759	973-832-7599
16894	Mitch	Epstein	Morris County Hardware & Paint Co	320 US Highway 46	Denville	NJ	07834-2837	973-627-6000
16895	Ekaterina	Valiotis	Center City Paint & Hardware, LLC	301 Main St	Paterson	NJ	07505-1855	973-977-2020
16994	James	Maggio	Oakland Resources, Inc.	347 Ramapo Valley Rd	Oakland	NJ	07436-2719	201-337-8068
17309	George	Pahiakos	Central Paint & Building Supply Of	711 23rd St	Union City	NJ	07087-2112	201-348-8400

ACTIVE MEMBER STORES AS OF DECEMBER 31, 2023

1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
17311	George	Pahiakos	Central Paint & Building Supply Of	224-226 North Wood Ave	Linden	NJ	07036	908-275-3177
17338	Jamie A	Maloney	Bellmore Home Center, Inc.	1345 US Route 1	North Brunswick	NJ	08902-2001	908-356-6800
17653	Rocco J	Falcone	Rocky's Hardware, INC	288 Rte 31 S	Washington	NJ	07882	908-689-1353
17719	Sarah	Babad	Clifton Hardware & Paint Supply Inc	741 Van Houten Ave	Clifton	NJ	07013-2024	973-860-3040
17817	Alexandra	Pahiakos	Central Paint & Lumber of Elizabeth	1024 Elizabeth Ave	Elizabeth	NJ	07201-2547	908-820-8300
17868	Michael	Costello	Bellmore Home Center, Inc.	700 Joline Ave	Long Branch	NJ	07740-5833	732-222-6384
18186	Eric	Riccardi	Ricciardi Bros. of Parsippany, INC.	160 US Highway 46	Parsippany	NJ	07054-2312	973-276-0400
18399	Martin	Kraus	Cornerstone Hardware LLC	204 Harrison Ave	Harrison	NJ	07029-1329	973-483-6223
18417	Michael J.	Costello	Bellmore Home Center, Inc.	650 Shunpike Rd	Chatham	NJ	07928-1534	973-410-1400
18419	Michael J.	Costello	Bellmore Home Center, Inc.	301 N Harrison St #12-Princeton Sho	Princeton	NJ	08540-3526	609-430-4300
18455	Ric	Tilley	Foundation Building Materials, Inc.	135 Lafayette St	Newark	NJ	07105-1408	973-578-8333
18468	Michael J.	Costello	Bellmore Home Center, Inc.	91 W Main St	Chester	NJ	07930-2407	908-955-8600
18470	Michael J.	Costello	Bellmore Home Center, Inc.	318 Highway 33	Mercerville	NJ	08619-4402	609-689-1000
18590	Ronak	Parikh	Bolster Hardware II, LLC	3116 Atlantic Brigantine Blvd	Brigantine	NJ	08203-1040	609-266-7782
18592	Ronak	Parikh	Bolster Hardware II, LLC	535 N East Ave	Vineland	NJ	08360-3250	856-691-7900
18594	Ronak	Parikh	Bolster Hardware II, LLC	2254 Ocean Heights Ave	Egg Harbor Township	NJ	08234-5934	609-653-8001
18596	Ronak	Parikh	Bolster Hardware II, LLC	331 Tilton Rd-Tilton Shop Ctr-Unit	Northfield	NJ	08225	609-272-3132
18598	Ronak	Parikh	Bolster Hardware II, LLC	322 S Pitney Rd	Galloway	NJ	08205-9628	609-748-7400
18775	Michael J	Costello	Bellmore Home Center, Inc.	225 US-202	Bernardsville	NJ	07920	000-000-0000
18803	Alanna	McAllister	AC Hardware Sea Bright, LLC	1092 Ocean Ave	Sea Bright	NJ	07760-2145	732-530-9425
18805	Alanna	McAllister	AC Hardware Spring Lake, LLC	1301 3rd Ave	Spring Lake	NJ	07762-1440	732-449-6404
18808	Alanna	McAllister	AC Hardware PT. Pleasant, LLC	528 Arnold Ave	Point Pleasant Beach	NJ	08742-2756	732-892-5200
1760	Greg	Noel	NOEL'S INC.	601 Scott Ave	Farmington	NM	87401-7149	505-327-3375
2270	H. Hays	Lindsley	HIGGINBOTHAM-BARTLETT CO. OF NEW ME	214 N Main Ave	Lovington	NM	88260-4017	575-396-3601
2774	Randy	Smith	LOS ALAMOS HOME IMPROVEMENT	232 Dp Rd	Los Alamos	NM	87544-3233	505-662-5371
2894	Roberta	Stauder	GALLUP LUMBER & SUPPLY CO., INC.	1724 S 2nd St	Gallup	NM	87301-5819	505-863-4475
3872	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	2810 D N Main St	Roswell	NM	88201-6509	575-624-0550
4310	H. Hays	Lindsley	HIGGINBOTHAM-BARTLETT CO. OF NEW ME	600 E Bender Blvd	Hobbs	NM	88240-2305	575-392-3833
4982	Dennis	Coca	RIO GRANDE ACE HARDWARE & BUILDING	1381 S Santa Fe Highway 68	Taos	NM	87571-5972	575-758-4268
5915	Randy	Torres	R & K ENTERPRISES, INC.	701 N California St	Socorro	NM	87801-4283	575-835-1872
6988	M	Gabehart	BLOOMFIELD ACE HARDWARE, INC.	1947 W Broadway	Bloomfield	NM	87413-6765	505-632-8620
7562	H. Hays	Lindsley	HIGGINBOTHAM-BARTLETT CO. OF NEW ME	1214 W Main St	Artesia	NM	88210-1872	575-746-4700
8092	Marty	Record	RECORDS HARDWARE INC.	1124 S 2nd St	Raton	NM	87740-2306	575-445-8211
8123	Marcus	Rael	QUESTA LUMBER AND HARDWARE CO., INC	2429 State Rd 522	Questa	NM	87556	575-586-0414
10481	Anna	Martell	CMM, INC.	2815 Sudderth Dr	Ruidoso	NM	88345-6309	575-257-5410
10721	Roland	Johnson	PUEBLO OF LAGUNA DEVELOPMENT CORPOR	1-40 Exit 108 S	Casa Blanca	NM	87007	505-552-7750
11859	Roger	Lowe	PAY AND SAVE, INC.	512 S 2nd St	Tucumcari	NM	88401-2862	575-461-3849
14434	Dennis	Holm	WESTERN HARDWARE, LLC	8201 Golf Course Rd NW # E	Albuquerque	NM	87120-5841	505-792-8600
14590	Robert A	Sine	MOUNTAIN RIDGE HARDWARE, L.L.C.	3025 Highway 180 E	Silver City	NM	88061-7789	575-534-0782
14609	Arthur	Ruggiero	Jant Group III, Inc.	2006 Cerrillos Rd Ste 1	Santa Fe	NM	87505-3270	505-424-9343
14867	Dean S	Fujiwara	Pioneer Ace NM. LLC.	1100 San Mateo Blvd NE	Albuquerque	NM	87110-6481	505-266-4000
15182	Dennis	Coca	RIO GRANDE ACE HARDWARE & BUILDING	223 Paseo Del Pueblo Sur.	Taos	NM	87571-8206	575-751-2061
15421	Megan	Hamilton	Surplus City of Portales, LLC	1300 S Avenue D	Portales	NM	88130-6836	575-356-5827
15579	Roger	Lowe	PAY AND SAVE, INC.	2451 S Highway 84-64	Chama	NM	87520	575-756-2545

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
15791	Dean S.	Fujiwara	Pioneer Ace NM, LLC	4100 Sabana Grande Ave SE	Rio Rancho	NM	87124-1150	505-600-3588
16359	John Lawrence	Brown	Crews Enterprises, Inc.	1002 W Picacho Ave	Las Cruces	NM	88005-2232	575-524-3586
16512	Brennen S.	Jeffers	Big Star Hardware, LLC	4501 N Valley Dr	Las Cruces	NM	88007-5447	575-525-2446
16854	Benjamin A.	Sine	Woodlands Hardware, LLC	522 E Reinken Ave	Belen	NM	87002-4532	505-569-8004
16992	Kerry W.	Maupin	Wade L. Maupin, Inc.	412 9th St	Alamogordo	NM	88310-6740	575-437-0660
17565	Dean	Fujiwara	Pioneer Ace NM, LLC	12168 Highway 14 N	Cedar Crest	NM	87008	505-281-4072
17737	Kerry W.	Maupin	Maupin, Maupin & Maupin LLC	300 Granado St	Tularosa	NM	88352-2750	575-585-2131
17794	Benjamin A.	Sine	Route 66 Hardware, LLC	2510 Main St NE Suite B	Los Lunas	NM	87031-6342	505-508-4073
17965	Kirby J	Kuklenski	Greco Investments VIII LLC	3030 E Main St Ste F	Farmington	NM	87402-7647	505-327-3491
18371	Edward	Velarde	Jicarilla Apache Nation	3 Hawks Drive	Dulce	NM	87528	575-759-3453
18821	Dennis	Coca	Rio Grande Ace Hardware & Building	36 NM 150	El Prado	NM	87529	000-000-000
588	Virginia	Ford	BATH LUMBER COMPANY, INC.	1800 Avenue G	Ely	NV	89301-2589	775-289-3083
946	Yvonne M	Lee	Wagner's Hardware, Inc.	440 E Street	Hawthorne	NV	89415	775-945-2491
1313	Cheryl	Giomi	GIOMI, INC.	119 W Bridge St	Yerington	NV	89447-2503	775-463-4427
5037	James	Schumacher	ACE SHOPPER STOPPER, INC.	541 Nevada Hwy	Boulder City	NV	89005-2425	702-293-3373
6960	Todd	Leavitt	TRI-TECH, INC.	102 W Mesquite Blvd	Mesquite	NV	89027-4775	702-346-5277
10362	Jeffrey	Peters	DCMC, INC.	1406 Industrial Way	Gardnerville	NV	89410-5700	775-782-5211
10963	Dan	Hopkins	DAN'S OVERTON MARKET, INC.	183 S Moapa Valley Blvd	Overton	NV	89040	702-397-2289
11518	Walid	Elias	WALID I. ELIAS	263 Spring Valley Pkwy	Spring Creek	NV	89815-6828	775-738-5444
12038	Edward G	Louie	Louie's Home Center	1855 W Williams Ave	Fallon	NV	89406-2647	775-423-7008
14300	Guy	Kamitaki	LAS VEGAS ACE, LLC	10630 Southern Highlands Pkwy	Las Vegas	NV	89141-4368	702-260-1944
15335	Guy K	Kamitaki	LAS VEGAS ACE, LLC	8400 W Cheyenne Avenue	Las Vegas	NV	89129-7254	702-431-2690
15399	Lisa	Jim	SHOSHONE-PAIUTE TRIBES ECONOMIC	Highway 225	Owyhee	NV	89832	775-757-2304
16293	Scott F.	Raine	Raine's Market, Inc.	901 N Main Street	Eureka	NV	89316	775-237-5296
16502	Mark	Ridley	Ridley's Family Markets, Inc.	1125 W Winnemucca Blvd	Winnemucca	NV	89445-3636	775-623-2577
16546	Raymond	Etcheverry	Lander Hardware, LLC	404 E Front St	Battle Mountain	NV	89820-2809	775-635-2422
17095	Caroline	Van Marcke	Van Marcke Trade Supply, Inc.	8650 W Tropicana Ave	Las Vegas	NV	89147-8181	702-749-3030
17524	Edward G.	Louie	Louie's Home Center	3 Flowery Ave	Dayton	NV	89403-9300	775-964-5429
17909	Caroline	Van Marcke	Van Marcke Trade Supply, Inc.	2115 Civic Center Dr	North Las Vegas	NV	89030-6300	702-463-3686
18228	Thomas	McDonald	Skye Bridge LLC	3145 E Tropicana Ave	Las Vegas	NV	89121-7327	725-977-3444
18283	Douglas B.	Wright	Mountain Hardware and Sports Incln	910 Tahoe Blvd Unit 103	Incline Village	NV	89451-7442	775-831-2020
18349	Stacie	Mathewson	Irish & Scots LLC	2464 Wingfield Hills Rd	Sparks	NV	89436-7202	775-433-0800
18507	Brian	Bailes	Skye Bridge LLC	1450 W Horizon Ridge Pkwy-Ste 420	Henderson	NV	89012-4203	702-750-0111
18690	Brian	Bailes	Skye Bridge LLC	3665 S. Rainbow Blvd #100 A-B	Las Vegas	NV	89103-1062	702-331-7006
18733	David V	Heald	Silver State Ace, LLC	4782 Caughlin Ranch Pkwy	Reno	NV	89519	000-000-000
18745	Matt	Fales	Lifestyle Reno LLC	160 Lemmon Dr	Reno	NV	89506-8799	661-245-3301
18794	David V	Heald	Coyote Trail LLC	1215 S Virginia St	Reno	NV	89502-2801	775-337-1200
18823	Stacie	Mathewson	Ace Mira Loma, LLC	3334 S McCarran Blvd	Reno	NV	89502-6442	000-000-000
3050	Don S	Williams	WILLIAMS LUMBER, INC	34 Bloomer Rd	Tannersville	NY	12485-7738	518-589-5200
3164	Michael J	Costello	Bellmore Home Center, Inc.	246 Smithtown Blvd	Nesconset	NY	11767-2420	631-724-8300
3492	Dale	Smith	CYNDALE OF NY INC.	1624 W State St	Olean	NY	14760-3355	716-372-6400
3514	Fredric	Gurney	WILLIAM T. HALLMAN, INC.	4 Grand Avenue	Shelter Island Heights	NY	11965	631-749-0097
3583	Stephen	Palmer	PALMER BROTHERS HARDWARE, INC.	1583 Route 22	Brewster	NY	10509-4010	845-278-6114
4135	Peter	Doody	JOHN J. DOODY & SON, INC.	2461 E 17th St	Brooklyn	NY	11235-3523	718-648-6000

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
4250	Ralph	Beisler	RAILROAD AVENUE SUPPLY CO., INC.	5 Railroad Ave	Stamford	NY	12167-1208	607-652-7103
4553	Kathryn	Ulrich	SPALDING HARDWARE CO., INC.	215 Davison Rd	Lockport	NY	14094-3330	716-433-8155
4587	Todd	Griffing	GRIFFING HARDWARE CO., INC.	136 - 138 W Main St	Riverhead	NY	11901-3178	631-727-2805
4731	Mark	Casale	SUBURBAN HARDWARE INC.	7990 Oswego Rd	Liverpool	NY	13090-1951	315-652-7850
4750	Douglas	De Fries	SHAKER LUMBER & HARDWARE CO. INC.	607 Watervliet Shaker Rd	Latham	NY	12110-3623	518-785-9052
4937	Gail	Villani	GUI'S LUMBER & HOME CENTER, INC.	8940 Porter Rd	Niagara Falls	NY	14304-1634	716-297-2000
5124	Leslie	Spodek	NEW YORK LUMBER CO., INC.	600 Utica Ave	Brooklyn	NY	11203-1917	718-774-8900
5144	Michael J	Costello	Bellmore Home Center, Inc.	2138 Deer Park Ave	Deer Park	NY	11729-1306	631-242-3010
5145	Sarah W	Stevens	O.D. GREENE LUMBER CO., INC.	14481 Nys Route 3	Sackets Harbor	NY	13685	315-646-2222
5359	Gail	Villani	GUI'S LUMBER & HOME CENTER, INC.	4695 Shisler Rd	Clarence	NY	14031-2128	716-759-4000
5481	Manuel	Nunes	GREENLAWN HARDWARE CO., INC.	83 Broadway	Greenlawn	NY	11740-1307	631-261-0119
5493	Don S	Williams	WILLIAMS LUMBER, INC.	6760 Rte 9	Rhinebeck	NY	12572-3724	845-876-7011
5913	Floyd	Colwell	COLWELL ELECTRIC INC.	1676 State Route 79	Windsor	NY	13865-1703	607-655-2673
5929	James	Hartsen	WILLIAMSON HARDWARE INC	4101 Ridge Rd	Williamson	NY	14589-9759	315-589-4011
5955	Don S	Williams	W.L.N. HOME CENTERS, INC.	3679 Us Route 9	Hudson	NY	12534-4284	518-851-3641
5984	Vincent	Farney	FARNEY'S INC. HOME AND BUILDING CEN	11099 NYS Rte 26	Carthage	NY	13619	315-493-3500
5994	Daniel	Fraser	FRASER BROTHERS HARDWARE, LLC	153 Route 6	Mahopac	NY	10541-2204	845-628-0174
6025	John	D'Izzia	JED, INC.	1449 1st Ave	New York	NY	10021-3002	212-517-7500
6062	Steven	Levine	FALLSBURG LUMBER CO. INC.	13 Laurel Ave	South Fallsburg	NY	12779-5806	845-434-6161
6202	Dennis	Tremont	Tremont's Lumber Co., Inc.	2897 Route 43	Averill Park	NY	12018	518-674-3836
6303	Jennifer	Davies	DAVIES HARDWARE, INC.	806 Main St	Poughkeepsie	NY	12603-1829	845-452-6740
6323	Gail	Villani	GUI'S LUMBER & HOME CENTER, INC.	2120 School St	North Collins	NY	14111-9774	716-337-2000
6517	Joel	Merriman	J.C. MERRIMAN INC.	90 S Main St	Norwood	NY	13668-4122	315-353-6626
6587	Sarah W	Stevens	O.D. GREENE LUMBER CO., INC.	10799 US Route 11	Adams	NY	13605-2113	315-232-4800
6653	Angelo	Grasso	AG Distributors & Supplies Corporat	347 Knickerbocker Ave	Brooklyn	NY	11237-3740	718-497-5882
6794	William	Seekamp	SEEKAMP LUMBER CO., INC.	2551 Route 302	Middletown	NY	10941-3226	845-361-2220
6853	Vincent	Zappala	V. ZAPPALA & CO., INC.	Broadway & Fifth Ave	Rensselaer	NY	12144-0088	518-465-1685
6910	Michael J	Costello	Bellmore Home Center, Inc.	1102 Broadhollow Rd	Farmingdale	NY	11735-4817	631-694-1100
7182	Joe	Disano	BALDWINSVILLE VILLAGE HARDWARE, INC	43 E Genesee St	Baldwinsville	NY	13027-2527	315-638-4026
7215	Don S	Williams	WILLIAMS LUMBER, INC.	908 Route 82	Hopewell Junction	NY	12533-6168	845-221-2751
7428	John	Dudek	ELMA HARDWARE RENTAL, INC.	2359 Bowen Rd	Elma	NY	14059-9416	716-652-1414
7504	Michael J	Costello	Bellmore Home Center, Inc.	770-14 Grand Blvd	Deer Park	NY	11729-5725	631-243-2220
7554	Richard	Garlock	CHARLES GARLOCK & SONS, INC.	15 Washington St	Alexandria Bay	NY	13607-1809	315-482-2521
7595	Brad	Crocker	CROCKER'S ACE HARDWARE INC.	8457 N Street Rd	Le Roy	NY	14482-9117	585-768-2360
7616	Patricia	Rosner	ACTION HARDWARE, INC.	231 Broadway	Hicksville	NY	11801	516-931-0816
7660	Richard	Becker	BECKERS HOME CENTER, INC.	775 Montauk Hwy	Montauk	NY	11954-5333	631-668-2368
7820	John	Raby	PETER RABY COMPANY, INC.	247 Washington Blvd	Oswego	NY	13126-1751	315-342-9663
7874	William	Swartz III	ROBINSON HARDWARE CORP.	1874 Western Ave	Albany	NY	12203-5019	518-456-7383
8003	William	Heyman	REINMAN'S DEPARTMENT STORE, INC.	435 Riverside Dr	Clayton	NY	13624-1024	315-686-5222
8017	Thomas J	Maloney	SHINNECOCK HARDWARE, INC.	91 W Montauk Hwy	Hampton Bays	NY	11946-4001	631-728-4602
8234	Joseph	Di Pietro Jr	CHUBBY'S INC.	68 Westchester Ave	Pound Ridge	NY	10576-1744	914-764-5125
8678	Pat	Romano	OAKDALE PAINT-HARDWARE, INC.	1460 Montauk Hwy	Oakdale	NY	11769-1337	631-567-9705
8873	Richard	Smith	P.C.SMITH & SON INC	227 Main St	Saugerties	NY	12477-1319	845-246-4500
8939	Brantley	Deaton	DEATON'S BUILDING & HOME CENTER, IN	3970 Port St Rte 13	Pulaski	NY	13142-4613	315-298-5405

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
9123	Chad	Doria	BRICKMAN MARTS LTD.	55 1st Ave	New York	NY	10003-9400	212-674-3213
9218	Noel	HARE Jr.	HERRICK HARDWARE INC	41 Main St	Southampton	NY	11968-4808	631-283-0026
9283	Thomas	Green	MAYER HARDWARE, INC.	226 Winton Rd N	Rochester	NY	14610-1237	585-288-7665
9372	Boris	Motovich	MIDWOOD LUMBER AND MILLWORK INC.	1169 Coney Island Ave	Brooklyn	NY	11230-2911	718-859-8100
9385	Steven	Gottlieb	LIBERTY TRADING POST, INC.	1966 State Route 52	Liberty	NY	12754-8310	845-292-4300
9541	Martin	Parent	INLET ACE, LLC	167 Route 28	Inlet	NY	13360-1603	315-357-3636
9550	Martin	Parent	INLET ACE, LLC	3085 State Rte 28	Old Forge	NY	13420	315-369-6609
9686	Joseph	Disano	BALDWINVILLE VILLAGE HARDWARE, INC	2701 Erie Dr	Weedsport	NY	13166-9465	315-834-2275
10016	Wallace	Allerdice	ALLERDICE BUILDING SUPPLY, INC.	41 Walworth St	Saratoga Springs	NY	12866-3011	518-584-5533
10044	Joseph	Disano	BALDWINVILLE VILLAGE HARDWARE, INC	204 S Manlius St	Fayetteville	NY	13066-2039	315-637-7696
10128	Bruce	Camp	ATTICA AUTO SUPPLY, INC.	59 Market St	Attica	NY	14011-1023	585-591-0646
10220	Kristin	Grunder	HAMMER CORPORATION	115 Black River Blvd	Rome	NY	13440-6851	315-339-2223
10232	Don S	Williams	WILLIAMS LUMBER, INC.	9-11 E Market St	Red Hook	NY	12571-1410	845-758-5615
10236	Abraham	Werzerger	CORNER HARDWARE & PAINT CENTER, INC	2266 Nostrand Ave	Brooklyn	NY	11210-3037	718-927-4300
10421	Brian	Culwell	CULWELL ENTERPRISES, LLC	140 S Main St	Ellenville	NY	12428-2125	845-647-7850
10665	Andrew	Scheman	SCHEMAN & GRANT INC.	545 8th Ave	New York	NY	10018-4307	212-947-7844
10725	Andrew	Silver	CHATHAM HARDWARE, INC.	1 Hoffman St	Chatham	NY	12037-1305	518-392-3441
10733	Mark	Casale	TECUMSEH HARDWARE, INC.	325 Nottingham Rd	Syracuse	NY	13210-3453	315-362-3254
10830	Elias	Rosenberg	BSD CORP	8111 5th Ave	Brooklyn	NY	11209-4147	718-748-0960
11099	Jarrett	Greene	ROBERT GREENE LUMBER, INC.	2563 W Main St	Whitney Point	NY	13862-1806	607-692-3400
11116	Michael J.	Costello	BELLMORE HOME CENTER, INC.	2667 Merrick Rd	Bellmore	NY	11710-5716	516-221-0010
11197	Gail	Villani	GUI'S LUMBER & HOME CENTER, INC.	14085 S Cascade Dr	Springville	NY	14141	716-592-4100
11352	Don S	Williams	WILLIAMS LUMBER, INC.	317 Kyserike Rd	High Falls	NY	12440-5811	845-687-7676
11365	Kenneth M	Noble	MARCUS NOBLE, INC.	130 S Comrie Ave	Johnstown	NY	12095-3108	518-762-3658
11428	Michael J.	Costello	BELLMORE HOME CENTER, INC.	5135 Merrick Rd	Massapequa Park	NY	11762-3728	516-798-5757
11479	Gail	Villani	GUI'S LUMBER & HOME CENTER, INC.	3892 W Main Street Rd	Batavia	NY	14020-9467	585-344-0002
11730	Michael J.	Costello	BELLMORE HOME CENTER, INC.	3899 Hempstead Tpke	Bethpage	NY	11714-5601	516-644-2450
11935	Richard	Conte	GOLD COAST DEVELOPMENT GROUP, INC.	19 Soundview Market Pl	Port Washington	NY	11050-2221	516-944-1757
11975	Wallace	Allerdice	ALLERDICE BUILDING SUPPLY INC.	19 Trieble Ave	Ballston Spa	NY	12020-6010	518-885-8508
12052	Christopher	St Andrews	ST. ANDREWS HARDWARE, INC.	827 State Route 9	Queensbury	NY	12804-1744	518-792-2193
12054	Kenneth M	Noble	MARCUS NOBLE, INC.	80 William St	South Glens Falls	NY	12803-5239	518-761-6777
12056	Alan	Gaydorus	HORTON HARDWARE, LLC	198 Main St	Afton	NY	13730-3247	607-639-1283
12168	Jaime A	Maloney	Bellmore Home Center, Inc.	448 Union Blvd	West Islip	NY	11795-3104	631-422-5566
12260	Mark	Gardner	NASSAU COUNTRY VALUE, INC.	3517 US Rte 20	Nassau	NY	12123-1931	518-766-3717
12268	Timothy	Bachand	BERNARD BACHAND, INC.	217 Kingsley Rd	Burnt Hills	NY	12027-9572	518-399-8141
12299	Jeffrey	Steele	CARL J. ZEHR & SON, INC.	5814 Number Four Rd	Lowville	NY	13367-3332	315-376-6022
14012	Nathaniel	Smith	ZANECO, INC.	840 E State St	Olean	NY	14760-3804	716-372-1902
14070	Michael J.	Costello	BELLMORE HOME CENTER, INC.	1518 Union Tpke	New Hyde Park	NY	11040-1762	516-488-8790
14143	Chad	Doria	BRICKMAN OUTLETS, INC.	125 W 3rd St	New York	NY	10012-1289	212-777-1500
14190	Andrew	Lipman	SKANEATELES TOWN SQUARE, LLC	61 Fennell St	Skaneateles	NY	13152-1119	315-685-5748
14211	Roger	Andrews	EVANS ACE HARDWARE & BUILDING	7065 Erie Rd	Derby	NY	14047-9417	716-947-2000
14252	Michael J.	Costello	BELLMORE HOME CENTER, INC.	3965 Long Beach Rd	Island Park	NY	11558-1128	516-431-2500
14302	Jerry M	Ulrich	ALBION HARDWARE CO., INC.	146 S Main St	Albion	NY	14411-1601	585-589-1713
14502	Michael	Pecoraro	SMITHTOWN HARDWARE CORP.	315 Sunrise Hwy	Rockville Centre	NY	11570-4905	516-568-2301

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
14585	Gordon	Winters	CHAMPLAIN ACE HARDWARE, LLC.	872 Rte 11	Champlain	NY	12919-4717	518-298-3355
14664	Michael J.	Costello	BELLMORE HOME CENTER, INC.	1330 Hicksville Rd	Massapequa	NY	11758-1219	516-798-0680
14777	Michael	Le Strange	SOUTHOLD HARDWARE CORP.	54795 Route 25	Southold	NY	11971-4652	631-779-2676
14822	Michael J.	Costello	Bellmore Home Center, Inc	822 Fort Salonga Rd	Northport	NY	11768-3151	631-925-5500
14874	Michael J.	Costello	BELLMORE HOME CENTER, INC.	515 Montauk Hwy	West Babylon	NY	11704-8308	631-321-1316
14898	Jack R	Payne	PINCKNEY HARDWARE CORP.	24 Main St	Penn Yan	NY	14527-1616	315-536-7033
14910	Robert A	Noble III	PITCHER NOBLE INC	783 E Main St	Cobleskill	NY	12043-5002	518-234-3518
15110	Michael J.	Costello	BELLMORE HOME CENTER, INC.	2323 Jericho Tpke	Garden City Park	NY	11040-4709	516-280-7885
15145	Don S	Williams	WILLIAMS LUMBER, INC.	2424 Rte 44	Pleasant Valley	NY	12569	845-605-3520
15146	Michael P	Pecoraro	GOLD COAST HARDWARE CORP.	195 Forest Ave	Glen Cove	NY	11542-2062	516-801-4567
15206	Brian	Hein	BELLEVUE BUILDERS SUPPLY-US LMB, LL	500 Duanesburg Rd	Schenectady	NY	12306-1015	518-355-7190
15238	Michael J	Costello	Bellmore Home Center, Inc.	52 E Main St	Smithtown	NY	11787-2804	631-863-3200
15270	Wallace W	Allerdice Jr	ALLERDICE BUILDING SUPPLY, INC.	2570 State Route 9	Malta	NY	12020-6313	518-899-6222
15280	Michael J.	Costello	BELLMORE HOME CENTER, INC.	15 W Main Street	East Islip	NY	11730-2400	631-650-6914
15311	Roger	Andrews	EVANS ACE HARDWARE & BUILDING	342 E Center St	Medina	NY	14103-1658	585-798-4000
15330	Michael P	Pecoraro	ACE HARDWARE OF HEWLETT INC.	1346 Peninsula Boulevard	Hewlett	NY	11557-1226	516-341-0646
15348	Michael J.	Costello	BELLMORE HOME CENTER, INC.	360 Route 25A	Rocky Point	NY	11778-8543	631-392-1206
15352	Andrew	Scheman	A3 & K, LLC	55 W 39th St	New York	NY	10018-3803	212-398-0025
15390	Aref (Steve)	Ajram	EXPRESS HARDWARE & BUILDING MATERIA	235 E 123rd St	New York	NY	10035-2021	212-722-1553
15396	Paul R	Leahey	SCHUELE PAINT COMPANY INC.	22 Summer St	Buffalo	NY	14209-2208	716-259-8428
15423	Santiago	Garcia	Hardware New York Inc.	5760 Broadway	Bronx	NY	10463-4140	718-543-3400
15443	Gail	Villani	Gui's Lumber & Home Center, Inc.	1889 Whitehaven Rd	Grand Island	NY	14072-1803	716-773-9060
15444	Michael J.	Costello	BELLMORE HOME CENTER, INC.	518 Middle Neck Rd	Great Neck	NY	11023-1422	516-277-2550
15453	Chad	Doria	BRICKMAN'S 18TH STREET ACE HARDWARE	312-316 First Avenue	New York	NY	10009	212-674-2266
15589	Ralph D	Lowe Jr	RDLJR, LLC	9 N Main St	Holland	NY	14080-9509	716-537-2300
15626	Ed	Klein	Wallauer Hardware LLC	30 Virginia Rd	White Plains	NY	10603-2202	914-948-4000
15635	Robert A	Noble III	PITCHER NOBLE, INC.	40 E Main St	Cambridge	NY	12816-1225	518-677-3470
15710	Matthew	Mazzone	MAZZONE HARDWARE CORP.	470 Court St	Brooklyn	NY	11231-4033	718-624-8494
15712	Matthew	Mazzone	MAZZONE PAINT CENTER, INC.	211 Smith St	Brooklyn	NY	11201-6531	347-799-1140
15765	Ann	Chanler	3A & K, LLC	217 W Broadway	New York	NY	10013-2909	212-925-4800
15784	Michael	Costello	Bellmore Home Center, Inc.	60 W Main St	East Islip	NY	11730-2322	631-581-7575
15796	John	Dizzia	The Rainbow Group of New York, Inc.	140 Orange Ave	Suffern	NY	10901-5510	845-547-2301
15863	Michael J.	Costello	Bellmore Home Center, Inc.	705 Merrick Road	Copiague	NY	11726-4919	631-608-4575
15884	Joseph	Tesiero	Cranesville Block Co., Inc.	1000 Riverfront Ctr	Amsterdam	NY	12010-4616	518-684-6100
15920	Bruce	Camp	Attica Auto Supply, Inc.	99 N Main St	Warsaw	NY	14569-1343	585-786-2670
15921	Gail	Villani	Gui's Lumber & Home Center, Inc.	55726 S Park Ave	Hamburg	NY	14075-3023	716-649-4141
15925	Angelo A	Grasso	AG Distributors & Supplies Corporat	831 Hoosick Rd	Brunswick	NY	12180-6629	518-874-0251
15935	Ed	Klein	Wallauer Hardware LLC	1924 Route 6	Carmel	NY	10512-2311	845-225-6613
15976	Ed	Klein	Wallauer Hardware LLC	143 N Main St	Port Chester	NY	10573-4212	914-939-7600
15989	Ed	Klein	Wallauer Hardware LLC	655 Bedford Rd	Bedford Hills	NY	10507-1544	914-241-1666
15998	Michael J.	Costello	Bellmore Home Center, Inc.	923 Atlantic Ave	Baldwin Harbor	NY	11510-4240	516-600-9110
16038	Michael J.	Costello	Bellmore Home Center, Inc.	1305 Newbridge Rd	North Bellmore	NY	11710-1654	516-308-7941
16071	John J	Young	Arthur J. Young & Son, Inc.	25 Washington St Ext	Prattsville	NY	12468	518-299-3426
16139	Frank J	Ciecierski	Fingerlakes Hardware Inc.	1802 Route 332	Canandaigua	NY	14424	585-394-1802

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
16152	David	Milligan	Arthur White & Son, Inc.	2 Hamilton Ave	Corinth	NY	12822-1041	518-654-2331
16212	Edward	Green	Weider's Hardware, Inc.	166 W Main St	Honeoye Falls	NY	14472-1148	585-412-2403
16345	Chasity L	Browngardt	Pamm, LLC	2721 State Route 3	Fulton	NY	13069-4879	315-592-2063
16373	Judd A	Robinson	Robinson Hardware of NS, Corp.	1900 New Scotland Rd	Slingerlands	NY	12159-3629	518-475-9483
16379	Gene D	Phillips	Phillips' Hardware, LLC	79 Division St	Sag Harbor	NY	11963-3156	631-725-1900
16476	Michael	Costello	Bellmore Home Center, Inc.	720 Walt Whitman Rd	Melville	NY	11747-2210	631-923-2336
16480	Richard	Green	New York Replacement Parts Corp.	256 Main St	North Creek	NY	12853-2309	518-251-2855
16482	Richard	Green	New York Replacement Parts Corp.	4033 Main St	Warrensburg	NY	12885-1135	518-623-2900
16491	Angelo A	Grasso	AG Distributors & Supplies Corporat	63 3rd St	Troy	NY	12180-3909	518-687-0014
16536	Matt	Mazzone	Mazzone Hardware Rockaway Inc.	245-251 Beach 116 St	Rockaway Park	NY	11694	718-945-5669
16695	Stacey p	George	Little Falls Ace Hardware, INC	441 W Main St	Little Falls	NY	13365-1815	315-508-5329
16707	Robert R	Hill	Mountain Hardware LLC	6260 Rte 9	Chestertown	NY	12817	518-494-4618
16709	Clark	Porter	Clark Porter and Jordan Peck Juncti	4420 US Highway 11	De Kalb Junction	NY	13630-5101	315-347-3465
16711	Clark	Porter	Small Town Supply, Inc.	23 W Main St	Gouverneur	NY	13642-1300	315-287-2287
16758	Brett	Concors	Thruway Building Products, Inc.	78 Oak St	Walden	NY	12586-1076	845-778-6634
16768	Aimee	Nichols	Berger Hardware, LLC	443 Commerce St	Hawthorne	NY	10532-1345	914-769-2400
16791	Michael	Costello	Bellmore Home Center, Inc.	1677 Victory Blvd	Staten Island	NY	10314-3509	718-513-5888
16866	Paul	Leahey	Schuele Paint Company, Inc.	920 Abbott Rd	Buffalo	NY	14220-2424	716-331-3142
16922	Daniel	Resnick	214 Rock Hill Drive Operating Corp.	214 Rock Hill Dr	Rock Hill	NY	12775-7205	845-796-3060
16989	Jessica	Ahearn	Lakeside Hardware & Bldg Materials,	3120 Lexington Ave	Mohegan Lake	NY	10547-1679	914-528-0030
17330	Jessica	Piche	Bedford Hardware, Inc.	466 Old Post Rd	Bedford	NY	10506-1018	914-234-3695
17429	Ed	Klein	3D Wallauer of New Rochelle South,	750 Main St	New Rochelle	NY	10805-1515	914-632-8060
17432	J. Brent	Supernault	Downtown Hardware Done Right, LLC	670 E Main St	Malone	NY	12953-2142	518-483-7694
17434	Manan	Varma	Manny's Ace Hardware Inc.	5175 Broadway Ste 12	Depew	NY	14043-4025	716-601-7507
17435	Jerrold	Werner M.	Aralar Corp.	8-10 North Main St	Florida	NY	10921	845-651-3011
17472	Angelo	Grasso	AG Distributors & Supplies Corporat	42 Saratoga Ave	Waterford	NY	12188-2615	518-233-1073
17590	Joseph	Jeffries	Westlake Hardware, Inc.	5390 State Highway 28	Cooperstown	NY	13326-5710	607-547-2166
17591	Joseph	Jeffries	Westlake Hardware, Inc.	1 Main St Ste 7	Delhi	NY	13753-1106	607-746-8810
17592	Joseph	Jeffries	Westlake Hardware, Inc.	36 West St	Walton	NY	13856-1084	607-510-4150
17643	Ed	Klein	3D Wallauer Of Nanuet, LLC	52 College Ave	Nanuet	NY	10954-3010	845-623-6150
17663	Angelo	Angelo	AG Distributors & Supplies Corporat	6133 State Highway 5	Palatine Bridge	NY	13428-2809	518-673-8200
17732	Matthew	Mazzone	Mazzone Hardware Bergen Corp.	476 Bergen St	Brooklyn	NY	11217-4759	718-560-3022
17734	Angelo	Grasso	AG Distributors & Supplies Corporat	1448 Balltown Rd	Niskayuna	NY	12309-4301	518-300-1588
17752	Cristy	Schaefer	Ace Hardware of Plainview, Inc.	1050 Old Country Rd	Plainview	NY	11803-4917	516-605-6264
17753	Terrence	Dacey	Hadlock Paint Company Inc.	3400 Monroe Ave	Rochester	NY	14618	585-248-2333
17783	Gustavo	Mendez	Clinton Hill Hardware Inc.	452 Myrtle Ave	Brooklyn	NY	11205-2425	718-237-7827
17785	Clark	Porter	531 State Street Hardware Inc.	531 State St	Watertown	NY	13601-2724	315-782-5964
17799	Patricia	Parzych	Austin's Hardware, Inc.	9655 Brewerton Rd	Brewerton	NY	13029-9704	315-676-0021
17833	Robert	Maloney	Shinnecock Hardware East, Inc.	849 County Road 39	Southampton	NY	11968-5227	631-283-2047
17857	Sarah	Babad	Rockland Hardware & Paint Supply In	20 Robert Pitt Dr	Monsey	NY	10952-3330	845-271-3040
17881	Chad	Doria	Brickman UWS, LLC	610 Columbus Ave	New York	NY	10024-1403	212-580-8080
18002	Manan	Varma	Mannys Ace Hardware East Aurora Inc	42 Riley St. Ste 200	East Aurora	NY	14052-1843	716-601-7507
18052	Edward	Green	Weider's Hardware, Inc.	585 Moseley Rd	Fairport	NY	14450-3339	585-302-2070
18072	Christopher	Sarazin	Curfel, Inc.	4805 S Salina St	Syracuse	NY	13205-2704	315-469-4065

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
18074	Angelo	Grasso	AG Distributors & Supplies Corporat	115 Main Ave	Wynantskill	NY	12198-7546	518-227-0930
18092	Lauren	Struss	PS2 Hardware Corp	6526 Jericho Tpke	Commack	NY	11725-2901	631-670-6540
18097	Robert	Pace	Rockwood Park Hardware Corp	16254 Crossbay Blvd	Howard Beach	NY	11414-3485	718-848-5699
18122	Sal	Calabrese	Court Street Home Center LLC	85 Court St	Brooklyn	NY	11201-5003	718-243-0844
18163	Mark A	Nightingale	Nightingale Mills, Inc.	4068 S Street Road	Marcellus	NY	13108-9767	315-673-2001
18165	Mark A	Nightingale	Nightingale Mills, Inc.	6 Elm St	Tully	NY	13159-2498	315-238-7050
18169	William	Swartz III	Robinson Hardware Of CP, Corp.	135 Lapp Rd	Clifton Park	NY	12065-6014	518-371-7100
18202	Angelo	Grasso	AG Distributors & Supplies Corporat	11780 Route 9W	Coxsackie	NY	12051	518-816-0456
18222	Angelo	Grasso	AG Distributors & Supplies Corporat	1 Fuller Rd	Colonie	NY	12205-5103	518-478-2339
18268	Clark	Porter	Potsdam Ace Limited	1 Maple St	Potsdam	NY	13676-1888	315-265-4350
18330	Ed	Klein	3 D Wallauer of Mamaroneck, LLC	960 Mamaroneck Ave	Mamaroneck	NY	10543-1631	914-898-5502
18387	Leigh	Zancewicz	Greatest Corp.	1366 Route 25A	East Setauket	NY	11733-2842	631-751-9500
18389	Chris	Akey	Adirondack Tool Co., Inc.	755 State Route 3	Plattsburgh	NY	12901-7489	518-310-3300
18446	Leigh	Zancewicz	Greatest Corp.	1106 Route 112	Port Jefferson Station	NY	11776-8039	631-331-2300
18452	Leigh	Zancewicz	Greatest Corp.	6281 Route 25A	Wading River	NY	11792-2003	631-929-5095
18459	Ric	Tilley	Foundation Building Materials, Inc.	744 McDonald Ave	Brooklyn	NY	11218-4914	718-436-4923
18602	Andrew	Boerman	M&M Enterprises of Ithaca, Inc.	2309 N Triphammer Rd.	Ithaca	NY	14850-1060	607-882-9590
18604	Andrew	Boerman	B & H Enterprises of Ithaca, Inc.	213 S Fulton St	Ithaca	NY	14850-3305	607-272-1848
18613	Donald	Persico	Persico Hardware, Inc.	99 Main St	Ravena	NY	12143-1700	518-756-8200
18639	Carolina	Delgado	Supply Me, LLC	199 Audubon Ave	New York	NY	10033-8726	332-272-2323
18664	Michael P	Pecoraro	Neighborhood Hardware Corp.	74 Bayville Ave.	Bayville	NY	11709-1656	516-226-1333
18746	Clark	Porter	Ace of Canton Inc.	97 E Main St	Canton	NY	13617-1445	315-714-1092
18766	Dawn	Carolei	RB Hardware LLC	3265 Franklin Ave	Millbrook	NY	12545	845-677-8201
18811	John J	Young	Arthur J. Young & Son, Inc	14 Boulevard Ave	Catskill	NY	12414-1721	518-943-3505
19053	William E	Aubuchon IV	W. E. AUBUCHON CO., INC.	2010 Saranac Ave	Lake Placid	NY	12946-1174	518-523-3077
19056	William E	Aubuchon IV	W. E. AUBUCHON CO., INC.	310 White Plains Rd	Eastchester	NY	10709-2802	914-961-2400
19057	William E	Aubuchon IV	W. E. AUBUCHON CO., Inc.	511 State Route 29	Greenwich	NY	12834-4236	518-692-8494
19058	William E	Aubuchon IV	W. E. AUBUCHON CO., INC.	65 Lake St	Tupper Lake	NY	12986-1408	518-359-7277
19108	Michael J	Costello	Bellmore Home Center, Inc	242 Broadhollow Rd	Farmingdale	NY	11735-4805	631-694-1100
698	Malcolm M	Moore	BEECHWOLD HARDWARE CO.	4591 N High St	Columbus	OH	43214-2042	614-267-1245
3102	Christy	Johnson	CHRISTY JOHNSON HARDWARE, INC.	1268 Rombach Ave	Wilmington	OH	45177-1943	937-382-1459
3103	Laurel	Hafertepen	KEED INC.	729 E Main St	Lebanon	OH	45036-1917	513-932-5169
3152	Kenneth	Donaldson	DONALDSON ACE HARDWARE BRYAN INCORP	421 N Union St	Bryan	OH	43506-1455	419-636-5444
3161	Kenneth	Spindler	SPONEY INC.	411 5th Street - Central Plaza	Beverly	OH	45715	740-984-4138
3233	Laurel	Hafertepen	ACE HARDWARE W.C., INC.	4185 Tonya Trl	Hamilton	OH	45011-8543	513-863-9322
3396	Adam	Gasser	Gasser Hardware, INC	12993 Cleveland Rd	Creston	OH	44217-9773	330-435-6522
3422	Christy	Johnson	L&D HARDWARE INC.	88 Washington Sq	Washington Court House	OH	43160-1747	740-335-3883
3800	Brian	Mercer	Pruox, Inc.	647 W Ervin Rd	Van Wert	OH	45891-2418	419-238-1546
4034	David	Vidmar	SOUTH END HARDWARE, INC.	8815 Broadway Ave	Cleveland	OH	44105-5137	216-341-6100
4193	Laurel	Hafertepen	ACE HARDWARE W.C., INC.	7852 Cincinnati Dayton Rd	West Chester	OH	45069-6005	513-777-4753
5301	Lawrence	Klasmeier	ANDERSON HARDWARE COMPANY	788 Reading Rd	Mason	OH	45040-1362	513-398-3901
5527	William	Dickson III	LAKEVIEW HARDWARE COMPANY INC.	8793 Township Road 239	Lakeview	OH	43331-9322	937-843-4220
6089	Charles	Horr	THE VANDERVORT SUPPLY CO.	1532 Gallia St	Portsmouth	OH	45662-4509	740-353-1179
6378	Ian	Kubicki	Kubicki Enterprises, Inc.	536 Highland Rd E	Macedonia	OH	44056-2108	330-467-2201

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
6812	Timothy	Vaughn	VAUGHN EQUITY SERVICES LLC	1201 E Findlay St	Carey	OH	43316-9686	419-396-9988
7002	Erika	Edwards Talbot	Auer Hardware, Inc.	1961 Otsego Ave	Coshocton	OH	43812-9370	740-622-4056
7065	Thomas	Gathy	GATHY HOME REPAIR SERVICE, INC.	1792 Coventry Rd	Cleveland Heights	OH	44118-1630	216-321-4701
7109	Charles	Wallingford	WALLINGFORD'S ACE HARDWARE	150 N Main St	Peebles	OH	45660-1241	937-587-2944
7450	Frank	Sekeres	BLUM-SEKERES SUPPLY, INC.	2516 Tuscarawas St W	Canton	OH	44708-4702	330-455-9471
7854	Toma	Leveto	HANDYMAN SUPPLY OF NILES, INC.	2200 N Bellwood Ave	Niles	OH	44446-4231	330-652-7778
8181	William	Klinker	KLINKER'S LUMBER AND BUILDERS	100 W 7th St	Waverly	OH	45690-1605	740-947-2134
8296	Ryan	Douglas	Piqua Ace Hardware, LTD	1942 Covington Ave	Piqua	OH	45356-2636	937-773-1612
8372	A	Dull	VERSAILLES HARDWARE, INC.	337 Marker Rd	Versailles	OH	45380-9323	937-526-4541
8460	Eric	Fritz	DELPHOS HARDWARE, LLC	242 N Main St	Delphos	OH	45833-1767	419-692-0921
8604	E&H Family	Group, Inc.	E&H HARDWARE GROUP, LLC	1400 W High St	Orrville	OH	44667-1444	330-930-0320
8882	Gerald	Burger	G & G HARDWARE COMPANY	7320 Lake Shore Blvd	Mentor	OH	44060-3030	440-975-9990
9350	Richard	Edington	SHREVE HARDWARE & SUPPLY, LTD.	138 N Market St	Shreve	OH	44676	330-567-2121
9475	Tim	King	KING BUILDERS SUPPLY, INC.	405 N 2nd Ave	Middleport	OH	45760-1009	740-992-5020
9641	Jay	Halterman	HALTERMAN, INC.	850 E Main St	Coldwater	OH	45828-1513	419-678-4734
9675	Doug	Hesson	LOXLEY, INC.	1241 E Russ Rd	Greenville	OH	45331-2757	937-548-7284
9711	Joshua	Brautigam	SIDNEY HARDWARE CO.	320 N Main Ave	Sidney	OH	45365-2329	937-492-3380
10108	Charles	Buck	GENEVA HARDWARE INC.	44 S Broadway	Geneva	OH	44041-1828	440-466-3928
10188	E&H Family	Group, Inc.	E&H HARDWARE GROUP, LLC	3000 N Wooster Ave	Dover	OH	44622-9469	330-364-3079
10200	Rebecca	Toman	COUNTRY PANTRY INC.	10959 Akron-Canfield Rd	Ellsworth	OH	44416	330-533-7464
10658	Matthew	Minor	Wangler Hardware LLC	1711 State Route 49	Fort Recovery	OH	45846-9747	419-375-1084
10836	Brent	Dick	WOODSFIELD ACE HARDWARE, LLC	118 S Main St	Woodsfield	OH	43793-1023	740-472-0863
10890	Arnold	Kaufman	WOODHILL SUPPLY, INC.	4665 Beidler Rd	Willoughby	OH	44094-4645	440-269-1100
10912	Donald	Casserlie	NORTH ROYALTON HARDARE INC.	14069 Ridge Rd	North Royalton	OH	44133-4967	440-237-7350
10920	Kevin	Burke	SUTTON INDUSTRIAL HARDWARE LIMITED	3848 Prospect Ave	Cleveland	OH	44115-2708	216-696-8340
11078	Nick S	Zettler	ZETTLER STORES, INC.	1840 Hard Rd	Columbus	OH	43235-1996	614-792-7909
11161	J Daniel	Fitzgerald	MCAULIFFE BROS. INC.	1299 W 5th St	Marysville	OH	43040-9291	937-642-2891
11270	Billy	Inmon	BILLY R. INMON	405 W Walton St	Willard	OH	44890-9134	419-933-7606
11394	Donald	Casserlie	HUDSON HARDWARE CO. INC.	5824 Darrow Rd	Hudson	OH	44236-3864	330-650-4475
11566	Travis	Earley	T. EARLEY, INC.	1104 N Barron St	Eaton	OH	45320-1012	937-456-6127
11592	Kevin	Jones	K M JONES, INCORPORATED	5680 Turney Rd	Garfield Heights	OH	44125-3974	216-662-8719
11696	Jill	Kordes	HANDYMAN-AUSTINTOWN, INC.	4351 Kirk Rd	Youngstown	OH	44511-1851	330-793-1268
11820	E&H Family	Group, Inc.	E&H HARDWARE GROUP, LLC	800 W Central Ave	Delaware	OH	43015-1483	740-363-1933
11994	Jeffrey	Rupp	RUPP UNLIMITED CORPORATION	1495 N Shoop Ave	Wauseon	OH	43567-1824	419-335-1717
12000	Arthur	Metzger	METZGER TRUE VALUE, INC.	109 Constitution Ave	Louisville	OH	44641-1308	330-875-5586
12040	Robert	Trout	SCHREINER PLUMBING & HARDWARE, INC.	2585 N High St	Columbus	OH	43202-2555	614-263-5678
12080	Howard	Adelman	ADMAR DISTRIBUTING CO. INC.	12670 W Geauga Plz	Chesterland	OH	44026-2505	440-729-2130
12232	Robert	Trout	SCHREINER PLUMBING & HARDWARE, INC.	1665 Parsons Ave	Columbus	OH	43207-1218	614-444-8963
14141	Barbara	Fitzgerald	McAuliffe's Industrial Inc.	1297 W 5th St	Marysville	OH	43040-9291	937-642-2911
14278	E&H Family	Group, Inc.	E&H HARDWARE GROUP, LLC	3626 Medina Rd	Medina	OH	44256-8100	330-725-5000
14430	E&H Family	Group, Inc.	E&H HARDWARE GROUP, LLC	7138 Fulton Dr NW	Canton	OH	44718-1523	330-834-3410
14448	Robin	Hayes	BALTIMORE BUILDERS SUPPLY &	8865 Lancaster-Kirkersville Road	Baltimore	OH	43105	740-862-0116
14505	Kevin	Johnson	KRJ HARDWARE, INC	3812 Paxton Ave	Cincinnati	OH	45209-2399	513-871-7500
14911	Henry L	Schulhoff	ACE LUDLOW, LLC	344 Ludlow Ave	Cincinnati	OH	45220-2019	513-281-9600

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
14945	Roy W	Vankanegan	KINSMAN HARDWARE, LLC	8598 Main St	Kinsman	OH	44428-9336	330-876-1088
15076	Robert A	Trout	SCHREINER PLUMBING & HARDWARE, INC.	1131 W 5th Ave	Columbus	OH	43212-2566	614-291-0820
15135	Thomas A	Sinn	PAULDING ACE HARDWARE, LLC	1251 N Williams St	Paulding	OH	45879-8875	419-399-3136
15293	Wendy	Weiler	WINDALE FARMS, INC.	300 W Granville St	Sunbury	OH	43074-9219	740-965-8080
15323	Charles	Nutter	NUTTER HARDWARE LLC	3078 Kingsdale Ctr	Upper Arlington	OH	43221-2027	614-824-1680
15334	Kevin J	Good	KJG ENTERPRISES, LLC	734 N Perry St	Napoleon	OH	43545-1501	419-592-4488
15387	Robin L	Hayes	HOMETOWN HARDWARES, INC.	2943 St Rte 752 Ste A	Ashville	OH	43103-9575	740-983-3000
15393	Laurel	Hafertepen	CINCINNATI HARDWARE EAST, LLC	7201 Wooster Pike	Cincinnati	OH	45227-3830	513-979-4603
15394	E&H Family	Group, Inc.	E&H HARDWARE GROUP, LLC	6500 Brecksville Rd	Independence	OH	44131-3407	216-524-4223
15450	E&H Family	Group, Inc.	E&H HARDWARE GROUP, LLC	20200 Detroit Rd	Rocky River	OH	44116-2422	440-333-4223
15480	Nicholas P	Redfield	SYLVANIA HARDWARE, L.L.C.	5619 Main St	Sylvania	OH	43560-1929	419-882-6516
15490	Jonathan P	Hetrick	J & C HETRICK INC.	1108-1110 Oak Harbor Road	Fremont	OH	43420	419-333-0370
15540	E&H Family	Group, Inc.	E&H HARDWARE GROUP, LLC	27255 Detroit Rd	Westlake	OH	44145-2228	440-871-4223
15602	Craig B	Reese	THE CRABIN COMPANY	100 S Commerce St	Lewisburg	OH	45338-6791	937-583-5140
15630	Robert A	Trout	SCHREINER ACE HARDWARE-WORTHINGTON	926 High St	Worthington	OH	43085-4021	614-430-9626
15654	E&H Family	Group, Inc.	E&H HARDWARE GROUP, LLC	15651 W High St	Middlefield	OH	44062-9201	440-632-0020
15722	Gregory S	Bleile	Norwalk Hardware, LTD.	111 Whittlesey Ave	Norwalk	OH	44857-1463	419-668-4223
15868	E&H Family	Group, Inc.	E&H Hardware Group, LLC	8009 State St	Garrettsville	OH	44231-1022	330-527-2037
15874	Stephanie	Carano	New Middletown Ace Hardware, Inc.	10395 Main St	New Middletown	OH	44442-9717	330-542-2802
15928	E&H Family	Group, Inc.	E&H Hardware Group, LLC	375 Lear Rd	Avon Lake	OH	44012-2094	440-930-2239
15978	E&H Family	Group, Inc.	E&H Hardware Group, LLC	2575 Hilliard Rome Rd	Hilliard	OH	43026-8249	614-777-4223
16025	Richard E	Foreman	Hometown Hardwares, Inc.	726 Main St	Groveport	OH	43125-1422	614-836-9810
16042	Nicholas P	Redfield	Point Place Hometown Hardware LLC	4441 N Summit St	Toledo	OH	43611-3073	419-729-2500
16049	Wendy E	Weiler	Windale Farms, Inc	5595 New Albany Rd	New Albany	OH	43054-8825	614-855-9090
16180	Eric E	Fritz	Shawnee Ace Hardware, LLC	3700 S Dixie Hwy	Lima	OH	45806-1846	419-991-3701
16194	E&H Family	Group, Inc.	E&H Hardware Group, LLC	3780 Rocky River Dr	Cleveland	OH	44111-4050	216-251-4223
16206	David	Pickerel	Pickerel Development Corp.	6571 Gracely Dr	Cincinnati	OH	45233-1242	513-941-2520
16234	Henry P	Nemenz	Struthers Hardware, Inc.	860 Lake Ave	Ashtabula	OH	44004-2900	440-536-4954
16242	E&H Family	Group, Inc.	E&H Hardware Group, LLC	2628 Easton St NE	Canton	OH	44721-2600	330-494-6579
16412	Arthur J	Metzger II	Wallhaven Enterprises, LLC	1592 W Market St	Akron	OH	44313-7155	234-678-0777
16415	Wendy E	Weiler	Windale Farms, Inc	1220 County Line Rd	Westerville	OH	43081-6015	614-392-0647
16448	E&H Family	Group, Inc.	E&H Hardware Group, LLC	1515 Lexington Ave	Mansfield	OH	44907-2631	419-756-8340
16496	E&H Family	Group, Inc.	E&H Hardware Group, LLC	23200 Lorain Rd	North Olmsted	OH	44070-1622	440-777-4223
16520	Angela M	Dubois	J & A Hardware, LLC	30130 Lake Shore Blvd	Willowick	OH	44095-4617	440-833-4545
16552	Shawn E	Martin	4Aces Inc.	1184 N Court St	Circleville	OH	43113-1304	740-497-4550
16604	Ronald C	Graff Jr	G 5 LLC	15891 St Rt 170 Ste 3	East Liverpool	OH	43920-9697	330-932-1965
16618	E&H Family	Group, Inc.	E&H Hardware Group, LLC	165 E Broad St	Newton Falls	OH	44444-1708	330-872-7363
16652	E&H Family	Group, Inc.	E&H Hardware Group, LLC	70 N Washington St	Millersburg	OH	44654-1184	330-674-6941
16708	E&H Family	Group, Inc.	E&H Hardware Group, LLC	300 S College Ave	Oxford	OH	45056-2225	513-523-6361
16720	Michael	Kolovich	Michael Kolovich	4319 Mahoning Ave NW	Warren	OH	44483-1930	330-847-6999
16862	E&H	Family Group, Inc	E&H Hardware Group, LLC	713 S Sandusky Ave	Bucyrus	OH	44820-2631	419-562-3660
16874	Jonathan R.	Miller	Solon Valley Hardware, Inc.	6310 Melbury Ave	Solon	OH	44139-3615	440-248-4195
16918	E&H Family	Group, Inc.	E&H Hardware Group, LLC	714 N Main St	Springboro	OH	45066-8944	937-550-2201
16952	Darin J.	Fleming	DAS HARDWARE, LLC	157 Mansfield Ave	Shelby	OH	44875-1832	419-342-5467

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
17078	Eric E.	Fritz	Elida Road Hardware, LLC	3720 Elida Rd	Lima	OH	45807-1541	419-331-3633
17350	Toma J	Leveto	Handyman Supply Of Struthers LLC	1022 5th St	Struthers	OH	44471-1458	234-228-8908
17380	Arthur J.	Metzger II	Ace of Kent Enterprises, LLC	176 Cherry St	Kent	OH	44240-3769	330-593-5094
17482	Robin L.	Hayes	Hometown Hardware, Inc.	775 S 30th St	Heath	OH	43056-1207	740-522-0019
17490	Ronald C	Graff Jr.	G-5 LLC	413 E Main St	Canfield	OH	44406-1552	234-414-7103
17568	E&H Family	Group Inc	E&H Hardware Group, LLC	16765 Chillicothe Rd	Bainbridge Township	OH	44023-4519	440-591-4743
17666	David	Amweg	Big Oscar LLC	910 E Columbus St	Kenton	OH	43326-1683	419-673-0517
17674	Gregory S	Bleile	Norwalk Hardware, LTD.	402 Cleveland Rd E	Huron	OH	44839-1750	419-433-4797
17722	Michael	Mottahedeh	Ace of Parma LLC	7795 W Ridgewood Dr	Parma	OH	44129-5514	440-613-5201
17746	Christopher	Buehler	E&H Hardware Group, LLC	2420 Wedgewood Dr	Akron	OH	44312-2432	330-733-9813
17748	Christopher	Buehler	E&H Hardware Group, LLC	3200 Greenwich Rd	Norton	OH	44203-5764	330-825-0801
17750	Christopher	Buehler	E&H Hardware Group, LLC	3235 Manchester Rd	Akron	OH	44319-1400	330-645-2424
17796	Anthony R	Zembrodt Jr	RSH Hardware, LLC	3025 State Route 125	Bethel	OH	45106-9454	513-734-4800
17800	Kevin	Jones	Madison Ace Hardware, Inc.	1969 Hubbard Rd	Madison	OH	44057-2105	440-307-9397
17804	Richard	Siegal	Siegal Hardware LLC	1640 Whipple Ave NW	Canton	OH	44708-2835	330-956-4024
17832	Lance	Sizemore	E4 Holdings, LLC	1041 Old US Highway 52.	New Richmond	OH	45157-8536	513-843-6001
17834	Richard R	Chene Jr	Thrive Holdings Inc.	625 W Main St	Plain City	OH	43064-1039	614-873-8211
17856	Gerald	Burger	G & G Hardware Company II	17111 Chagrin Blvd	Shaker Heights	OH	44120-3729	216-860-1015
17862	Kenneth	Queen	Kenny Queen's Hardware & Supply, In	6270 County Road 107	Proctorville	OH	45669-8867	740-886-8084
17867	Wendy E	Weiler	Windale Farms, Inc.	67 S Main St	Johnstown	OH	43031-1262	740-966-3035
18014	Jason	Wallenstein	Ace Aurora LLC	55 Barrington Town Square Dr	Aurora	OH	44202-7789	330-286-6388
18078	Paul	Booth	Ace Hardware Dillonvale LLC	3986 E Galbraith Rd	Cincinnati	OH	45236-2322	513-984-4447
18083	Christopher	Buehler	E&H Hardware Group, LLC	115 S Market St	Wooster	OH	44691-4838	330-262-8821
18174	Corby	Leach	Athens Helpful Place, Inc.	470 Richland Ave	Athens	OH	45701-3748	740-593-7705
18270	Tony	Houk	Great Lakes Ace Hardware, Inc.	1550 W Market St	Tiffin	OH	44883-2578	419-447-5280
18291	Christopher	Buehler	E&H Hardware Group, LLC	1500 Millville Ave	Hamilton	OH	45013	513-973-1245
18295	Christopher	Buehler	E&H Hardware Group, LLC	451 Boardman Canfield Rd	Boardman	OH	44512-4704	330-953-0160
18334	Christopher	Buehler	E&H Hardware Group, LLC	149 N Main St	Columbiana	OH	44408-1164	330-482-3348
18336	Christopher	Buehler	E&H Hardware Group, LLC	44998 Crestview Rd	Columbiana	OH	44408-9575	330-482-4803
18338	Rocco	Falcone	Rocky's Hardware, Inc	7845 Clio Rd	Centerville	OH	45459-4832	937-433-5536
18340	Rocco	Falcone	Rocky's Hardware, Inc	4249 N Main St	Dayton	OH	45405-1624	937-278-5825
18342	Rocco J	Falcone	Rocky's Hardware, Inc	1229 Wilmington Ave	Dayton	OH	45420-1539	937-293-8111
18344	Rocco	Falcone	Rocky's Hardware, Inc	122 E Dayton Yellow Springs Rd	Fairborn	OH	45324-3447	937-879-7866
18346	Rocco	Falcone	Rocky's Hardware, Inc	1950 E Stroop Rd	Kettering	OH	45429-4325	937-424-8570
18348	Rocco	Falcone	Rocky's Hardware, Inc	1240 E Central Ave	Miamisburg	OH	45342-3573	937-865-0320
18350	Rocco	Falcone	Rocky's Hardware, Inc	3300 S Dayton Lakeview Rd	New Carlisle	OH	45344-2366	937-849-1306
18352	Rocco	Falcone	Rocky's Hardware, Inc	508 S Burnett Rd	Springfield	OH	45505-2720	937-324-4123
18354	Rocco	Falcone	Rocky's Hardware, Inc	165 S Orange St	Xenia	OH	45385-3603	937-376-5751
18437	Christopher	Buehler	E&H Hardware Group, LLC	373 W Bridge St	Dublin	OH	43017-2124	614-764-8900
18481	Christopher	Buehler	E&H Hardware Group, LLC	5144 Wilson Mills Rd	Richmond Heights	OH	44143-3006	440-720-0301
18511	Tony	Houk	Great Lakes Ace Hardware, Inc.	147 Anderson Ave	Clyde	OH	43410-1005	419-547-2920
18515	Tony	Houk	Great Lakes Ace Hardware, Inc	902 N Main St	Celina	OH	45822-1046	419-586-6914
18528	Tony	Houk	Great Lakes Ace Hardware, Inc	8449 Winton Rd	Cincinnati	OH	45231-4935	937-381-6092
18536	Rocco L	Falcone	Rocky's Hardware, Inc.	251 E Alex Bell Rd	Centerville	OH	45459-2706	937-879-0143

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
18569	David E	Thompson	Main Street Ace Hardware LLC	136 S Main St	Bowling Green	OH	43402-2909	419-352-0251
18605	Tony	Houk	Great Lakes Ace Hardware, Inc.	1656 N Countyline	Fostoria	OH	44830-1938	419-436-7100
18621	Chad	Rogers	Rogers Moore Enterprises, LLC	675 Loveland Madeira Rd	Loveland	OH	45140-2715	513-583-1415
18718	Tony	Houk	Great Lakes Ace Hardware, Inc.	220 W Main St	Bellevue	OH	44811-1330	419-483-2920
18734	Anthony R	Zembrodt Jr	Finnace, LLC	1258 W Ohio Pike	Amelia	OH	45102-1239	000-000-0000
18830	Scott	Nichols	Nichols To Dimes, Inc.	1285 Canton Rd NW	Carrollton	OH	44615-9453	330-627-4344
975	Earl	Hall	MARTIN'S BUILDING & PLUMBING, INC.	300 Falcon Rd	Altus	OK	73521-2514	580-482-2400
2845	Larry	Brandt	BRANDT'S INC.	3203 N 14th St	Ponca City	OK	74601-1035	580-762-2921
2859	Betty	Wirtz	WIRTZ LUMBER & SUPPLY, INC.	219 North Quinn Drawer A	Guymon	OK	73942-4742	580-338-8555
3005	Philip	Kennedy	COMANCHE LUMBER CO., INC.	#2 South West C Avenue	Lawton	OK	73501	580-357-8630
3302	Joseph	Jeffries	WESTLAKE HARDWARE, INC	6951 NW Expressway St	Oklahoma City	OK	73132-3533	405-720-9220
3310	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	32 E 15th St	Edmond	OK	73013-4301	405-341-2442
3869	Jason	Blevins	J & J ASSOCIATES, INC.	1621 N Main St	Miami	OK	74354-2720	918-542-2056
3912	Glenn	Redeker	GK ENTERPRISES INC	620 E Gladstone Ave	Frederick	OK	73542-4619	580-335-2834
4707	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	800 SW 44th St	Oklahoma City	OK	73109-3424	405-636-4349
4781	Sherry	Atchley Frye	ACE HARDWARE OF KINGFISHER, L.L.C.	123 E Miles Ave	Kingfisher	OK	73750-2732	405-375-6770
5551	Bill	Van Sant	OKLAHOMA HOME CENTERS INC.	512 S Division St	Guthrie	OK	73044-4825	405-282-2215
5949	Jerry	Blevins	B & G OF DUNCAN, INC.	3209 N Hwy 81	Duncan	OK	73533	580-255-3500
8363	Jo Ann	Carpenter	Carpenter's Ace Hardware Inc.	405 Main Street	Yukon	OK	73099	405-354-3255
8572	J	Chronister	ACE HARDWARE OF NOBLE, INC.	605 N Main St	Noble	OK	73068-9328	405-872-9050
9319	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	7120 NW 23rd St	Bethany	OK	73008-5130	405-495-4061
9663	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	1509 W Britton Rd	Oklahoma City	OK	73120-1601	405-751-5020
9851	William	Van Sant	Oklahoma Home Centers Inc.	5103 S Division St	Guthrie	OK	73044-7078	405-260-7625
10266	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	1101 W Danforth Road	Edmond	OK	73003	405-844-4117
10873	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	810 N Lynn Riggs Blvd	Claremore	OK	74017-4019	918-343-3117
10918	James R	Browning	Elk Supply Company, LLC	1407 N Country Club Rd	Ada	OK	74820-1836	580-436-3992
11022	James R	Browning	Elk Supply Company, LLC	1210 S Main St	Elk City	OK	73644-6917	580-225-0100
11024	James R	Browning	Elk Supply Company, LLC	1501 W Gary Blvd	Clinton	OK	73601-3239	580-323-0226
11028	James R	Browning	Elk Supply Company, LLC	110 N Broadway St	Sayre	OK	73662-2902	580-928-3357
11032	James R	Browning	Elk Supply Company, LLC	200 E Lincoln St	Mangum	OK	73554-4216	580-782-2525
11040	James R	Browning	Elk Supply Company, LLC	1118 Oklahoma Ave	Woodward	OK	73801-4664	580-256-6181
11072	Joseph	Jeffries	WESTLAKE HARDWARE, INC	11801 S Western Ave	Oklahoma City	OK	73170-5833	405-691-6995
11141	Jimmy	Fox	FOX BUILDING SUPPLY OF ALTUS, L.L.C	2401 E Broadway St	Altus	OK	73521-5815	580-482-7251
11380	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	708 S Aspen Ave	Broken Arrow	OK	74012-4801	918-258-1261
11481	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	715 S Main St	Sapulpa	OK	74066-5103	918-227-1080
11554	Philip	Kennedy	SOUTHERN HARDLINES INC	2390 Church Ave	Harrah	OK	73045-9780	405-454-2163
11562	Philip	Kennedy	SOUTHERN HARDLINES INC	2215 W Willow Rd	Enid	OK	73703-2406	580-237-3335
11626	Jenifer	Colvin	GRAND ESCAPES, LLC.	1659 North Third Street	Langley	OK	74350	918-782-4459
11684	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	212 N Air Depot Blvd	Midwest City	OK	73110-1702	405-732-9222
11878	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	2119 NW 23rd St #A	Oklahoma City	OK	73107-2401	405-528-1515
11990	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	3948 S Peoria Ave	Tulsa	OK	74105-3131	918-712-7376
12167	Jim	Fox	LUMBER 2, INC.	7200 S Sooner Rd	Oklahoma City	OK	73135-2608	405-741-4400
14136	George B	Browning	Elk Supply Company, LLC	2923 8th St	Woodward	OK	73801-6723	580-256-3400
14291	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	8929 S Memorial Dr Ste 370	Tulsa	OK	74133-4334	918-392-2800

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
14784	Geroge B	Browning	Elk Supply Company, LLC	1340 W Grant Ave	Pauls Valley	OK	73075-1704	405-207-9464
15130	James R	Browning	Elk Supply Company, LLC	800 E Main	Weatherford	OK	73096-5640	580-772-7781
15189	Tony	Brandt	BRANDT FLEET DISTRIBUTORS INC.	1617 S 4th St	Chickasha	OK	73018-5860	405-224-0600
15618	Philip	Kennedy	Southern Hardlines, Inc	7796 US Highway 277	Elgin	OK	73538-2131	580-492-1777
15756	Jeff	Potter	Cornerstone Hardware, Inc.	11550 N 129th E	Owasso	OK	74055	918-553-6445
16041	David	Parr	Jack's Automotive, LLC	1512 S Oklahoma Ave	Cherokee	OK	73728-4513	580-884-9066
16045	Cody Lee	Potter	C.&C. Potter LLC	310 W Rogers Blvd	Skiatook	OK	74070-1037	918-396-1412
16063	Deborah	Brown	HAC, Inc.	2410 Chandler Rd	Muskogee	OK	74403-5001	918-684-9975
16184	James R	Browning	Elk Supply Company, LLC	1520 N Main St	Altus	OK	73521-2143	580-477-1388
16216	George B	Browning	Elk Supply Company, LLC	1415 N Glenn English St	Cordell	OK	73632-2013	580-832-2582
16337	Philip	Kennedy	Southern Hardlines, Inc.	16676 US Highway 70	Lone Grove	OK	73443-9707	580-657-3264
16477	Thomas	Reagan	Broken Bow Ace, LLC	204 N Broadway St	Broken Bow	OK	74728-3936	580-584-3273
16574	James Ronnie	Donaldson	Donaldson Electric, Inc.	119 N Broadway St	Hugo	OK	74743-4030	580-326-5528
17054	Jeffrey D.	Williams	Williams Foods, Inc.	307 W Main St	Tuttle	OK	73089-9061	405-381-2361
17411	Philip	Kennedy	Southern Hardlines, Inc.	6902 NW Cache Rd	Lawton	OK	73505-2735	580-353-6252
17446	Alexander	Mcafee	ACE HARDWARE ROUTE 66 EL RENO OK, L	1631 E US Highway 66	El Reno	OK	73036-5769	405-310-0220
17505	Vince	Cowett	Total Renovations Inc.	413837 State Highway 3	Antlers	OK	74523-1526	580-298-2222
17581	BJ	Bellettini	BMRK Retail LLC	23 N Main St	Kingston	OK	73439-6562	580-564-2694
17600	Grady	Ollie Jr	George Ollie's Lumber Company, Inc.	300 N Broadway St	Poteau	OK	74953-3356	918-647-2157
17602	Grady	Ollie Jr	George Ollie's Lumber Company, Inc.	203 S Pocola Blvd	Pocola	OK	74902-1848	918-436-2462
17959	Windol W.	Robbins Jr	Ace of Norman LLC	1209 E Alameda Street	Norman	OK	73071-3006	405-701-1110
18009	Tracy	Roberts	Stilwell Hardware Inc.	209 N 2nd St	Stilwell	OK	74960-2607	918-696-2124
18039	Brandi A.	Keith	JBK3R Investments, LLC	601 E Illinois Ave	Vinita	OK	74301-3313	918-256-4223
18062	Jace	Mattinson	Higginbotham Bros. & Co., LLC	603 E Independence St	Shawnee	OK	74804-3838	405-275-4900
18077	Jim	Antz	Harp's Food Stores, Inc.	1107 S Main Street Suite B	Jay	OK	74346-3848	918-253-2015
18079	Windol W	Robbins Jr	Ace of Norman LLC	2206 State Highway 74	Purcell	OK	73080-6255	405-527-0740
18088	Michael	Cochran	Timber Hardware Supply LTD. CO.	721 W 13th St	Atoka	OK	74525-3712	580-889-7333
18199	Windol W	Robbins Jr	Ace of Newcastle LLC	3009 by Pass Rd	Newcastle	OK	73065-6437	405-387-5566
18433	Abram	Enns	Okemah Hardware & Supply LLC	100 W Broadway St	Okemah	OK	74859-2617	918-623-0772
18487	Michael	Cochran	Timber Hardware Supply LTD Co.	801 E Main St	Tishomingo	OK	73460-2351	580-257-2121
18546	Joseph	Jeffries	Westlake Hardware, Inc.	679 W 101st Pl S	Jenks	OK	74037-3501	918-417-2022
18645	Windol W	Robbins Jr	Ace of Prague LLC	1005 W Main	Prague	OK	74864-4502	405-567-2233
18682	Faisal	Merchant	Perry Ace Hardware LLC	715 Fir St	Perry	OK	73077-4236	580-336-5420
19095	Windol W	Robbins Jr	Ace of Blanchard LLC	987 E Veterans Memorial Hwy	Blanchard	OK	73010-9225	405-292-4721
661	Lisa	Nakajima	MILLERS, INC.	3602 Pacific Ave	Forest Grove	OR	97116-2133	503-357-3164
2272	Dennis G	Orem	JERRY'S BUILDING MATERIALS INC.	2600 Highway 99 N	Eugene	OR	97402-9706	541-689-7848
3226	Wayne	Dodge	WSD CORPORATION	1494 NE Stephens St	Roseburg	OR	97470-1562	541-673-5127
4117	Darren	Jahn	MAIN BUILDING SUPPLY, INC.	100 Broadway St	Rogue River	OR	97537-9521	541-582-0577
4273	Don	Porfily	OCHOCO FEED & FARM SUPPLY	210 W Tenth St	Prineville	OR	97754	541-447-6244
4664	Delbert	Buell	DEL-CUR SUPPLY CO-OP	14397 Highway 101 S	Brookings	OR	97415-9346	541-469-5393
4682	Steven J	Oliva	JHSO CORPORATION	406 McClaine St	Silverton	OR	97381-1921	503-873-5661
5275	Michelle	Jacobs	HOOD RIVER SUPPLY ASSOCIATION	3831 Eagle Loop	Hood River	OR	97031-8597	541-354-3000
7110	Daniel	Rausch	SUBURBAN ACE HARDWARE, INC.	3470 SW 185th Ave	Aloha	OR	97003-3129	503-649-5555
7122	David G	Spaeth	Spaeth Lumber Co., Inc.	1585 NW 9th St	Corvallis	OR	97330-4512	541-752-1930

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
7318	Carl	Carlson	CARLSON HARDWARE, INC.	111 Stanard Ave	Brownsville	OR	97327	541-466-5108
7367	Jason	Fields	Fields Home Center, Inc	5285 Williams Hwy	Grants Pass	OR	97527-8785	541-862-2111
7498	Larue	Hart	HARTCO INC.	620 W Highway 20	Toledo	OR	97391-1125	541-336-2373
7634	Randall C	Smith	3GH, INC.	1845 N 1st St	Hermiston	OR	97838-1110	541-567-6816
8040	John	Nydam	NYDAM'S HARDWARE, INC.	652 W Main St	John Day	OR	97845-1035	541-575-0549
8711	James	Mc Culley	BARRELHEAD SUPPLY, INC.	3551 SE Ferryslip Road	Newport	OR	97365-0097	541-867-7681
9187	Daryl	Soli	H & D SOLI, INC.	3660 SE 122nd Ave	Portland	OR	97236-3403	503-761-2640
10014	Thomas D	Cook	UPTOWN HARDWARE INC	4430 SE Woodstock Blvd	Portland	OR	97206-6272	503-771-6731
10238	William	Quitt	BLACKBIRD SHOPPING CENTER INC.	1810 W Main St	Medford	OR	97501-2202	541-779-5431
10389	Philip	Dale	PHIL'S HARDWARE, INC.	13 SW H St	Madras	OR	97741-1129	541-475-9392
10443	Scott	Thatcher	THATCHERS HARDWARE INC.	2200 Resort St	Baker City	OR	97814-2729	541-523-3371
10877	Nick	Cameron	CAMERON WALLOWA COUNTY ACE HARDWARE	101 W North St	Enterprise	OR	97828-1036	541-426-3622
11075	Wayne K	Kamitaki	SEATTLE ACE, LLC	15530 SE McLoughlin Blvd	Milwaukie	OR	97267-3852	503-653-2223
11235	Patrick	Mc Neff	KEL-CEE HARDWARE, CORP.	1350 Highway 101 S	Reedsport	OR	97467-1604	541-271-2741
11358	Dennis G	Orem	JERRY'S BUILDING MATERIALS, INC.	2525 Olympic St	Springfield	OR	97477-3467	541-736-7000
11499	Thomas D	Cook	UPTOWN HARDWARE, INC.	1621 NW Glisan St	Portland	OR	97209-2216	503-228-5135
11606	Gregory	Breiset	BREI-LINN, INC.	55 S State St	Lake Oswego	OR	97034-3929	503-675-9600
11611	John	Milward	EMMATT, INC.	39181 Pioneer Blvd	Sandy	OR	97055-8014	503-668-8731
14155	Daly	Haasch	HOOD STREET HARDWARE, LLC	373 E Hood Ave PO Box #1240	Sisters	OR	97759-1240	541-549-8011
14178	Matthew	Haddad	MADRONA HILLS ACE HARDWARE, INC.	706 Madrona Ave SE	Salem	OR	97302-2607	503-763-6323
14299	Loten	Hooley	HOOLEY BUILDING SUPPLY INC	2 Main Ave	Tillamook	OR	97141-2316	503-842-4434
14395	Robert	Mitchell	MITCHELL HARDWARE OF OREGON, INC.	660 NE 3rd St Ste 1	Bend	OR	97701-4772	541-389-9094
14539	Philip	Dale	PHIL'S HARDWARE, INC.	1515 NE 3rd St	Prineville	OR	97754-2907	541-447-7515
14783	Bryan D	Crews	C & H Management, Inc.	1630 N 1st Avenue	Stayton	OR	97383-1215	503-769-2923
15103	Scott	Thatcher	THATCHER'S HARDWARE, INC.	2212 Island Ave #290	La Grande	OR	97850-3949	541-605-0152
15157	Daryl	Soli	H & D SOLI, INC.	29029 SW Town Center Loop E	Wilsonville	OR	97070-9316	503-427-0486
15245	Robert J	Mitchell	MITCHELL HARDWARE WEST BEND, INC.	1538 NW Newport Ave	Bend	OR	97703-1511	541-323-3227
15248	Philip N	Emard	ASHLAND GENERAL HARDWARE INC	249 A Street	Ashland	OR	97520-1905	541-482-3476
15327	Jeremy	Mackay	FRANK VISIONS, INC.	820 Wallace Rd NW	Salem	OR	97304-3112	503-363-3669
15483	Michelle	Jacobs	HOOD RIVER SUPPLY ASSOCIATION	1945 12th St	Hood River	OR	97031-9535	541-386-2757
15488	Winfield F	Muffett III	WMSO, LLC	39 S Holladay Dr	Seaside	OR	97138-6716	503-738-3053
15499	Robert J	Mitchell	MITCHELL HARDWARE SOUTH BEND INC.	61367 S Highway 97	Bend	OR	97702-2105	541-323-3484
15541	Jim	Long	LONG BROS. BUILDING SUPPLY, INC.	195 Birds Eye Ave	Woodburn	OR	97071-5234	503-981-4041
15623	Gregory	Mahler	HOY'S HARDWARE, INC.	3041 Main Street	Sweet Home	OR	97386-3057	541-367-2221
15718	Steven J	Oliva	Hi-School Pharmacy of Oregon, Inc.	107 Robbins St	Molalla	OR	97038-8141	503-829-2022
15837	Gary	Kalsbeek	GBK Corporation	2273 N Bayshore Dr	Coos Bay	OR	97420-2554	541-266-8816
15937	Daryl	Soli	H & D Soli, Inc.	16345 SE Division St	Portland	OR	97236-1929	503-477-8829
15939	Daryl	Soli	H & D Soli, Inc.	14718 SE Sunnyside Rd	Happy Valley	OR	97015-6403	503-563-6665
16081	David	Stelzer	Azure Farms, Inc.	220 Main Street	Dufur	OR	97021	541-467-2300
16105	Charles A.	Simpson II	South Coast Hardware Company	427 Spruce St	Myrtle Point	OR	97458-1061	541-572-2525
16112	Charles A.	Simpson II	South Coast Hardware Company	840 Oregon Ave SW	Bandon	OR	97411-9161	541-347-2506
16130	Jack	Holt	Rick's Hi-School Pharmacy, Inc.	400 E Columbia River Hwy	Clatskanie	OR	97016-2870	503-728-2434
16144	Spencer	Noecker	Broadway Ace Hardware, LLC	228 NE Broadway St	Portland	OR	97232-1110	971-266-8479
16148	Steven J	Oliva	JHSO Corporation	24991 Highway 126	Veneta	OR	97487-9459	541-935-2236

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
16172	Nathan R.	Micklewright	Economy Supply of Lebanon, Inc.	1055 Tangent St	Lebanon	OR	97355-2157	541-258-7107
16246	David	Doty	C&K Market, Inc.	126 E Pine St	Central Point	OR	97502-2250	541-664-3344
16311	Cary James	Claar	B&I Plumbing & Electric Company	120 W 6th Ave	Junction City	OR	97448-1604	541-998-2355
16380	Patricia Marshall	Cohee	Eagle Point Hardware LLC	10840 Hannon Rd	Eagle Point	OR	97524-9577	541-830-4960
16384	Patricia Marshall	Cohe	Shady Cove Hardware LLC	21103 Highway 62	Shady Cove	OR	97539-9715	541-878-4960
16387	Robert J	Mitchell	Mitchell Hardware Sunriver, Inc.	56820 Venture Ln	Sunriver	OR	97707-2100	541-593-8168
16469	Bryan	Crews	Crews Ace Hardware Inc	11267 Grove St SE	Stayton	OR	97383-1678	503-859-2257
16513	Roger	Horsman	JER, Inc.	6505 SE Milwaukie Ave	Portland	OR	97202-5519	503-231-5355
16629	Tyler	Myers	North Albany Supermarket, LLC	621 Hickory St NW	Albany	OR	97321-1754	541-926-7016
16825	Jared	Sawyer	Sawyer's Hardware, LLC	500 E 3rd St	The Dalles	OR	97058-2504	541-296-4814
16846	Daniel L.	Henderson	DC Enterprises LTD	318 N F St	Lakeview	OR	97630-1412	541-947-2210
16885	Daryl Jay	Soli	H & D Soli Inc.	881 NE 25th Ave	Hillsboro	OR	97124-5975	503-596-2453
16983	Robert L	Leis	RJL Venture Management Inc	2340 N Coast Hwy	Newport	OR	97365-1799	541-272-5440
17556	David	Doty	C&K Market, Inc.	401 N 5th St	Jacksonville	OR	97530-9875	541-223-5666
17570	Curtis P.	Dicken	Tigard Ace Hardware LLC	16200 SW Pacific Hwy	Tigard	OR	97224-4053	503-596-2090
17639	John W.	Crawford	Oregon Columbia County Hardware LLC	33454 SW Chinook Plz #A	Scappoose	OR	97056-3731	503-543-0902
17641	John W.	Crawford	Oregon Columbia County Hardware LLC	155 S Columbia River Hwy	Saint Helens	OR	97051-1647	503-366-1363
17644	Dan	Robinette	Robinette Ventures LLC	51615 Huntington Rd	La Pine	OR	97739-9626	541-536-2161
17645	Scott	Thatcher	Thatcher's Hardware, Inc.	415 SW 1st St	Pendleton	OR	97801-2143	541-612-7600
17659	Jeremy	Chambers	Sound Hardware, Inc.	4910 SE Highway 101	Lincoln City	OR	97367-1413	541-996-2131
17668	Jeremy	Chambers	Sound Hardware, Inc.	2047 NE 22nd St	Lincoln City	OR	97367-4204	541-996-3334
17681	Bryan	Crews	Aumsville Ace Hardware Inc	212 Main St	Aumsville	OR	97325-9018	503-507-2540
17888	Randall C.	Smith	3GH Inc.	202 NW 1st St	Boardman	OR	97818	541-616-2400
17933	Jeremy	Chambers	Sound Hardware, Inc.	2100 Portland Road	Newberg	OR	97132-1363	503-538-5460
17985	Jeremy	Mackay	Frankly Mackay, Inc	3344 Lancaster Dr NE	Salem	OR	97305-1354	503-343-9898
18023	William	Dress	MF Ranch & Home, LLC	85342 Hwy-11	Milton-Freewater	OR	97862	000-000-0000
18102	Steven G	Davis Jr	Davis Hardware, LLC	310 SE Main St	Estacada	OR	97023-9006	503-630-3769
18130	Jason L.	Moon	Moonrock Shores LLC	340 NE Alsea Hwy	Waldport	OR	97394-9825	541-563-3199
18168	Lauren	Noecker	Hyland Ace Hardware, LLC	14284 SW Allen Blvd	Beaverton	OR	97005-4405	503-268-1616
18170	Lauren	Noecker	STJ Ace Hardware, LLC	7825 N Lombard St	Portland	OR	97203-3173	503-206-8633
18395	William	Quitt	Black Bird Hardware1, Inc.	4403 S Pacific Hwy	Phoenix	OR	97535-6600	000-000-000
18502	Spencer	Noecker	Canby Square Ace Hardware, LLC	1061 SW 1st Ave	Canby	OR	97013-3827	503-263-2500
18612	Scott	Thatcher	T & Z Hardware, Inc.	460 SW 4th Ave	Ontario	OR	97914-2622	541-889-7629
18673	Ryan	Dexter	Rogue Coast Hardware, LLC	29733 Ellensburg Ave	Gold Beach	OR	97444	541-247-6822
18683	Robert J	Mitchell	Mitchell Hardware Garden Homes, Inc	7225 SW Garden Home Rd	Portland	OR	97223-9521	503-477-7777
18685	Robert J	Mitchell	Mitchell Hardware Progress Ridge, I	14805 SW Barrows Rd-Ste 101	Beaverton	OR	97007-7564	503-747-0299
18708	Lauren	Noecker	Corvallis Ace Hardware LLC	2445 NW Kings Blvd	Corvallis	OR	97330-3932	267-678-3716
18770	Lauren	Noecker	Milwaukie Ace Hardware, LLC	10890 SE Oak St	Milwaukie	OR	97222-6769	000-000-000
842	Samuel	Spotto	S. L. SPOTTO CO INC	805 W Crawford Ave	Connellsville	PA	15425-2542	724-628-8010
3193	John J.	Waslenko	THORNRIDGE HARDWARE SUPPLY, INC.	8730 New Falls Rd	Levittown	PA	19054-1708	215-946-7125
3308	Michael S.	Pfautz	KEY-AID, INC.	1739 W Main St	Ephrata	PA	17522-1101	717-738-4241
3399	Anthony	Scicchitano Jr.	SCICCHITANO HARDWARE, INC.	27 N Oak St	Mount Carmel	PA	17851-1421	570-339-1453
3759	Sam	Schoeppner	HILSHER'S GENERAL STORE LLP	5254 S Susquehanna Trl	Port Trevorton	PA	17864-9340	570-374-1550
4065	Dale	Smith	CYNDALE HARDWARE INC.	147 Main Street	Eldred	PA	16731	814-225-4242

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
4464	Richard	Cantelmi	CANTELMi HARDWARE STORE, INC.	521-529 E 4th St	Bethlehem	PA	18015-1877	610-866-0532
4575	Roger	Stoner	RICK'S HOME CENTER, INC.	800 S Main St	Red Lion	PA	17356-2607	717-246-1124
4647	Ashley	Spangler SR	S. HOMECENTER INC.	4072 Carlisle Rd	Dover	PA	17315-3508	717-292-6055
4667	Rhett	Saylor	SALISBURY BUILDERS SUPPLY, INC.	9740 Mason Dixon Hwy	Salisbury	PA	15558-2118	814-662-2601
4934	Frances A	Alam	ALAM'S HOME & HARDWARE, INC.	2300 Hospital Dr	Aliquippa	PA	15001-2120	724-378-3888
5014	Dennis M	Herr	E.M. HERR EQUIPMENT, INC.	14 Herrville Rd	Willow Street	PA	17584-8910	717-464-3321
5449	Robert	Baker	UNKEL JOE'S WOODSHED INC.	3415 Pleasant Valley Blvd	Altoona	PA	16602-4300	814-942-4900
5624	Peter	Iliff	STRATHMANN LUMBER COMPANY	620 Knowles Ave	Southampton	PA	18966-4102	215-499-5199
5990	Robert	Resch	BOMBERGER'S STORE, INC.	555 Furnace Hills Pike	Lititz	PA	17543-8902	717-626-3333
6339	William	Strauser	LUZERNE LUMBER COMPANY INC.	445 Main St	Luzerne	PA	18709-1045	570-287-1177
6404	Mario	Carosella	CAROSELLA AND RUSSO ENTERPRISES, IN	1600 Washington Ave	Philadelphia	PA	19146-3019	215-462-0505
7977	Robert	Bantly	BANTLY HARDWARE GROUP, INC.	701 Von Lunen Rd	Johnstown	PA	15902-1715	814-539-1659
8387	Kenneth	Burkholder	GOOD'S STORE, INC.	1338 Main St	East Earl	PA	17519-9508	717-354-4026
8593	Dale	Miller	DALE K. MILLER	570 Nor Bath Blvd	Northampton	PA	18067	610-262-4566
8727	Roger	Bergman	BERGMAN HARDWARE, INC.	341 N Walnut St	Blairsville	PA	15717-1250	724-459-6300
8796	Josiah	Helsel IV	J & W HARDWARE, INC.	1060 Old Trail Rd	Etters	PA	17319-8931	717-938-8063
8797	James C	Weire	MANCHESTER HARDWARE & AUTO PARTS, I	4335 N George Street Ext	Manchester	PA	17345-1306	717-266-3664
9279	Kenneth	Burkholder	GOOD'S STORE, INC.	2499 Stiegel Pike	Schaefferstown	PA	17088-7013	717-949-2663
9335	Timothy	Williams	WILLCO INC	200 Mount Pleasant Rd	West Newton	PA	15089-1815	724-872-7783
9471	John	McCullough P	THRIFT SUPPLY INC. OF NEW KENSINGTO	850 Falcon Park Rd	New Kensington	PA	15068-3326	724-337-1193
9481	John	McCullough P	THRIFT SUPPLY OF KITTANNING, INC.	100 Indiana Ave	Kittanning	PA	16201-1705	724-548-2114
9549	James	Duchini	A. DUCHINI, INC.	2550 Mckinley Ave	Erie	PA	16503-2322	814-456-7027
9714	George	Nelson	C. W. Hardware, LLC	322 Sedgwick St	Kane	PA	16735-1124	814-837-8130
9733	Richard	Rockwell	LAURICH COMPANY, INC.	3745 Lincoln Way W	Chambersburg	PA	17201-8664	717-369-3195
9811	Kenneth	Burkholder	GOOD'S STORE, INC.	333 W 4th St	Quarryville	PA	17566-1124	717-786-9028
10038	George Robert	Jorgenson	JOHNSON'S HEATING & SUPPLIES, INC.	2231 Mt Pleasant Rd	Norvelt	PA	15674	724-423-1200
10212	J	Shenk	WEAVER'S HARDWARE COMPANY	732 Fleetwood Lyons Rd	Fleetwood	PA	19522-9222	610-944-7681
10535	Richard	Fenstermacher II	HADESTY HARDWARE CO., INC.	2244 W Market St	Pottsville	PA	17901-1804	570-628-4300
10611	Arthur	Borden	LEWISBURG BUILDERS SUPPLY CO. INC.	160 Hafer Rd	Lewisburg	PA	17837-7407	570-523-1248
10685	Diane	Sander	THE SERVICE TEAM, INC.	6565 Interchange Rd	Lehighton	PA	18235-5420	610-379-6879
10717	Douglas	Arnold	L. ARNOLD & SONS, INC.	3025 Freeport Rd	Natrona Heights	PA	15065-1909	724-224-4664
10734	Christopher	Renninger	RENCO HOME & SPORTS CENTER, INC.	2251 Columbia Blvd	Bloomsburg	PA	17815-8871	570-784-5577
10736	Leroy	Halleman	MADLE'S HARDWARE, INC.	3570 Lanark Rd	Coopersburg	PA	18036-9368	610-797-0434
10740	Donald	Hoff JR	HARLEYSVILLE HARDWARE, INC.	467 Main St	Harleysville	PA	19438-2311	215-256-8893
10744	Sidney	Allen	HOSTERMAN & STOVER CO., INC.	190 W Main St	Millheim	PA	16854	814-349-8321
11057	Stephen	Miller	NAN-TOM, INC.	237 Brownsville Rd	Pittsburgh	PA	15210-2139	412-431-8219
11134	Susan L	Lemons	WAGNER HARDWARE & BUILDING SUPPLY,	8 N Main St	Coudersport	PA	16915-1620	814-274-8615
11157	Scott	Fisher	FISHER'S TRUE VALUE HARDWARE, INC.	5790 Easton Road	Plumsteadville	PA	18949	215-766-8220
11175	Robert V	Danehower JR.	TABBY COMPANY INC.	2821 Pa Route 309	Orefield	PA	18069-9512	610-395-3233
11200	Cheryl A	Ervin	ROBERT & KAY FRITZ, INC.	10944 Perry Hwy	Meadville	PA	16335-6553	814-337-4281
11376	Mark	Woodruff	WYALUSING ACE HARDWARE INC.	42616 Route 6	Wyalusing	PA	18853-9072	570-746-3436
11535	Paula	Morine	ONEIDA LUMBER, INC.	405 Beech St	Warren	PA	16365-1818	814-723-8220
11833	Eugene	Plett	DUTCH COUNTRY HARDWARE, INC.	711 E Lincoln Ave	Myerstown	PA	17067-2220	717-866-8882
11855	Dennis	Herr	E.M. HERR, LLC	1786 F Columbia Ave	Columbia	PA	17512-9508	717-684-8515

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
11865	Gary	Hunt	TRI-COUNTY ACE HARDWARE, INC.	2339 W Front St	Berwick	PA	18603-4107	570-752-3815
11911	Terry	Fisher	FISHER'S TRUE VALUE HARDWARE, INC.	652 E Main St	Lansdale	PA	19446-2964	215-393-1285
12005	William	Bracey	BRACEY'S HARDWARE INC.	921 Drinker Tpke	Covington Township	PA	18444-7947	570-842-7645
12075	David	Stetson	STETSON BROTHERS, INC.	10730 W Main Rd	North East	PA	16428-2228	814-725-3502
12078	Russell	Goudy Jr	WILLIAM A. KILIAN HARDWARE CO. INC.	8450 Germantown Ave	Philadelphia	PA	19118-3302	215-247-0945
12103	James	Burke	BURKE BROTHERS, INC.	1077 Million Dollar Hwy	Saint Marys	PA	15857-2723	814-781-1519
12180	Bruce	Snyder	SNYDER TRUE VALUE HARDWARE STORE, I	5400 Pennell Rd	Media	PA	19063-6511	610-459-0221
12255	Paul	Costa	COSTA'S SUPER MARKET INC.	623 E Water St	Smethport	PA	16749-1409	814-887-5542
12258	Michael	Leonard	WEST FAIRVIEW TRUE-VALUE HARDWARE,	313 S 10th St	Lemoyne	PA	17043-1708	717-761-7722
14060	Erik	Borgh	ETAB ENTERPRISES, INC.	438 Blue Valley Dr	Bangor	PA	18013-1525	610-863-2700
14082	Michael	Mott	MAINSTREAM MARKETING & CONSULTING I	482 Pottstown Ave	Pennsburg	PA	18073-1423	215-679-7755
14144	Jay	Shenk	WEAVER'S HARDWARE COMPANY	905 W Postal Rd	Dougllassville	PA	19518-1581	610-385-4600
14176	Paul	Hoover	NUTS, BOLTS AND MORE, INC.	790 W King St Ste 3	Littlestown	PA	17340-1418	717-359-7038
14209	John	Luitgaarden	ALLEGHENY HARDWARE, INC.	11910 Perry Hwy	Wexford	PA	15090-8791	724-934-4223
14248	Johathan	Lehman	LEHMAN HARDWARE, LLC	10781 Allentown Blvd	Jonestown	PA	17038-7800	717-865-5060
14393	Robert	Gardill	CAMBRIA HARDWARE & EQUIPMENT COMPAN	1765 Goucher St	Johnstown	PA	15905-1101	814-255-4752
14603	Robert	Gardill	ROUTE 22 HARDWARE, INC.	926 W High St	Ebensburg	PA	15931-1806	814-471-1010
14671	Helene	Clair	ACE WEST, LLC	720 W Strasburg Rd	West Chester	PA	19382-1925	610-344-4811
14754	Gregory	Gold	C&G HARDWARE, LLC	4275 Washington Rd	Canonsburg	PA	15317-2363	724-941-7970
14979	Grant H	Rosenberger	ACE HARDWARE OF STATE COLLEGE, LLC	150 Rolling Ridge Dr	State College	PA	16801-7674	814-237-3333
15558	Bill	Hornung	HORNUNG'S FAMILY HOME CENTER, INC.	6005 Blue Bird Ave	Linglestown	PA	17112-2386	717-545-1222
15574	Lawrie R	Drennen JR	THE OXFORD GRAIN & HAY CO.	1150 Pocopson Rd	West Chester	PA	19382-7050	610-793-3080
15789	Timothy	Bracey Jr	Pleasant Valley Ace Hardware, LLC	1471 Route 209, Suite 102	Brodheadsville	PA	18322	570-801-7880
15869	Michael	Mott	CC Hardware, Inc.	542A Kimberton Rd	Phoenixville	PA	19460-4737	610-933-7733
15909	Joseph E	Rudderow Iii III	Bell Hardware and Supply. Inc.	1051 Trexlertown Rd	Trexlertown	PA	18087-9638	610-395-1132
15977	Andrew	Siegel	Fairmount General Store LLC	2011 Fairmount Ave	Philadelphia	PA	19130-2601	215-765-5829
16088	Norma	Mazaika	North Mountain Hardware Company	2203 State Route 118	Hunlock Creek	PA	18621-5018	570-477-2988
16117	Craig	Werner	Charles Werner & Company	29 S Tulpehocken St	Pine Grove	PA	17963-1110	570-345-2561
16181	Angie	Thompson-Lobb	Cameron's Hardware and Supply, Inc.	2195 Baltimore Pike	Oxford	PA	19363-4011	610-932-2416
16211	Eugene D	Plett	Dutch Country Hardware, Inc.	5104 Old Route 22	Hamburg	PA	19526-7930	610-488-1025
16226	Terry	Fisher	Fisher's True Value Hardware, Inc.	650 Welsh Rd	Huntingdon Valley	PA	19006-6302	267-722-8939
16296	Joseph C.	Kephart, Jr.	The Kephart Hardware Company Inc	422 N Centre St	Philipsburg	PA	16866-1510	814-342-3080
16367	Mario	Carosella	Carosella and Russo Enterprises, In	1601 S 49th St	Philadelphia	PA	19143-5833	215-462-0505
16368	Richard J	Ross	Bogomater, Inc.	14 Main St	Ridgway	PA	15853-1714	814-773-5055
16503	Robert	Cashman	Cashman's Hardware, Inc.	1595 Route 194 N	East Berlin	PA	17316-9514	717-259-0922
16624	William	Rothenberger	Bomberger's Annville, Inc	1200 E Main St	Annville	PA	17003-1609	717-685-7936
16651	Darin	Williamson	H&W Hardware, LLC	37 Main St	Union City	PA	16438	814-438-3011
16658	Kenneth W	Patton	Brilhart Sales, Inc.	236 S Broadway St	Scottdale	PA	15683-2115	724-887-9330
16732	Mary D	Waggoner	Our Place Hardware, LLC	260 Greater Butler Mart	Butler	PA	16001-3283	724-256-8665
16770	David J	Lewis	Equapoise Enterprises, Inc.	274 Keystone Rd	East Stroudsburg	PA	18302-6762	570-223-8464
16915	Douglas Lee	Arndt	Zimmerman's Hardware & Variety, Inc	306 Hartman Bridge Rd	Ronks	PA	17572-9513	717-687-8695
16977	Terry	Fisher	Fisher's True Value Hardware, Inc.	1305 W Chester Pike	Havertown	PA	19083-2929	610-259-2910
17070	Greta B.	Mooney	RG Building Supply, LLC	542 W High St	Waynesburg	PA	15370-7208	172-462-7317
17093	Ray P.	Heiser	Heiser's True Value Hardware, Inc.	715 W Market St	Orwigsburg	PA	17961-1001	570-366-2323

ACTIVE MEMBER STORES AS OF DECEMBER 31, 2023

1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
17097	Gerald L.	Weaver	Jacob B. Zimmerman and Sons, Inc.	880 E Main St	New Holland	PA	17557-1509	717-354-4955
17110	David S.	Shapira	Giant Eagle, Inc.	8901 State Rt 30	North Huntingdon	PA	15642-2704	724-864-6833
17116	David S.	Shapira	Giant Eagle, Inc.	1451 Scalp Ave	Johnstown	PA	15904-3334	814-266-9591
17118	David S.	Shapira	Giant Eagle, Inc.	1671 Butler Plank Rd	Glenshaw	PA	15116-1744	412-492-2730
17141	David S.	Shapira	Giant Eagle, Inc.	41 Towne Center Dr	Leechburg	PA	15656-9420	724-845-9298
17167	David S.	Shapira	Giant Eagle, Inc.	8080 McIntyre Square Dr	Pittsburgh	PA	15237-7300	412-366-6534
17303	Richard	McMaster	Steele's Hardware, Inc.	2823 Route 611	Tannersville	PA	18372	570-629-3406
17305	Richard	McMaster	Steele's Hardware, Inc.	6626 Route 191	Cresco	PA	18326-7998	570-595-2501
17316	Jeffrey N.	Shaffer	Jeffrey N. Shaffer	454 State St	Curwensville	PA	16833-1241	814-236-0720
17318	Richard D.	High	Dutchman's Country Market, Inc.	107 Pine Creek Dr	Gap	PA	17527-9494	610-593-2400
17325	Jay Edward	Shenk	Weaver's Hardware Company	4610 Penn Ave	Sinking Spring	PA	19608-9674	484-878-2570
17346	Steve	Deshong	10th Street Hardware, Inc.	257 S 10th St	Philadelphia	PA	19107-5751	215-922-0720
17348	Steve	Deshong	10th Street Hardware, Inc.	153 N 3rd St	Philadelphia	PA	19106-2049	267-541-2110
17349	BENJAMIN A	STONESIFER	MOUNT UNION HARDWARE, LLC	135 E Shirley St	Mount Union	PA	17066-1625	814-542-8612
17416	J Rocco	Falcone	Rocky's Hardware, Inc.	1805 Sullivan Trl	Easton	PA	18040-8382	610-515-9800
17427	John	McCullough P	Thrift Hardware, LLC	207 Athena Dr	Delmont	PA	15626-1256	724-461-4079
17456	John J.	Vinelli	Ace Hardware & Lumber of Bradford,	200 W Washington St	Bradford	PA	16701-1015	814-596-0155
17459	Andrew	Siegel	Ace on Girard Limited Liability Comp	900 W Girard Ave	Philadelphia	PA	19123-1210	215-944-4666
17495	Richard C.	Grosh	Mercersburg Builders Supply Company	785 S Washington St	Greencastle	PA	17225-1343	717-597-7799
17497	Richard C.	Grosh	Mercersburg Builders Supply Company	154 Rutledge Rd	Mercersburg	PA	17236-1628	717-328-2111
17525	Darin	Williamson	H&W Hardware, LLC	309 Venango Ave	Cambridge Springs	PA	16403-1146	814-813-5111
17561	Joseph F.	Fasula	Gerrity's Ace LLC	1726 N Keyser Ave	Scranton	PA	18508-1248	570-207-5290
17563	Michael A	Mott	RFD Hardware, Inc	301 N Lewis Rd	Royersford	PA	19468-1531	484-938-5452
17617	Anthony	Sanner	SDC Building Center LLC	1123 S Edgewood Ave	Somerset	PA	15501-2601	814-445-9608
17650	Douglas A.	Stauffer	CPET Enterprises, LLC	224 Old 220 Rd	Milesburg	PA	16853	814-355-5451
17678	David	Hedrick	Hedrick Hardware, LLC	1254 W 4th St	Williamsport	PA	17701-5733	570-907-0330
17709	Jerome	Oliver	Ace of Evans City LLC	243 E Main St	Evans City	PA	16033-1220	724-432-3545
17745	Joseph F	Fasula	Gerrity's Ace LLC	1129 Northern Blvd	Clarks Summit	PA	18411-2221	570-586-4882
17768	William G	Bracey	Bracey's Hardware, Inc.	3384 Birney Ave	Moosic	PA	18507-1560	570-904-6041
17870	Catherine M	Vinelli	Ace Hardware & Lumber of Bradford,	441 E 3rd St	Emporium	PA	15834-1546	814-601-0890
17883	Stephen	Eisel	Kennett Square Ace Hardware, Inc.	350 Scarlett Rd	Kennett Square	PA	19348-2271	610-484-5115
17953	Phillip David	Henry	Rosser Door Co., Inc.	3265 Woodward Ave	Avis	PA	17721-9701	570-753-5332
17987	Joseph F	Fasula	Gerrity's Ace LLC	1500 Main St	Peckville	PA	18452	570-483-8050
17998	Nathan	Carilli	Carilli Hardware LLC	989 N Eighty Eight Rd	Rices Landing	PA	15357-1204	724-719-9475
17999	Hastie D	Kinter	Upstreet Ace Hardware LLC	631 Philadelphia St	Indiana	PA	15701-3903	724-465-4000
18193	David S.	Shapira	Giant Eagle, Inc.	111 W Madison St	Rochester	PA	15074-2220	724-775-0551
18255	Joseph F	Fasula	Gerrity's Ace LLC	1900 Memorial Hwy	Shavertown	PA	18708-1490	570-572-3100
18269	Craig	Werner	Charles Werner & Company	40 N Sillyman St	Cressona	PA	17929-1122	570-385-2046
18367	Kevin	Salandra	Salandra Enterprises LLC	461 Main St	Brockway	PA	15824-1337	814-299-5506
18442	Grant	Roseenberger	Ace Hardware of Lewistown, PA, LLC	202 South Dorcus Ste.	Lewistown	PA	17044-2108	717-242-3333
18466	Michael J.	Costello	Bellmore Home Center, Inc.	2670 S Eagle Rd	Newtown	PA	18940-1585	215-860-3888
18582	Bryan	Sheldon	SA Minarik Co.	5220 E Trindle Rd	Mechanicsburg	PA	17050-3555	717-697-3366
18583	Joseph F	Fasula	Gerrity's Ace LLC	95 Brooklyn St	Carbondale	PA	18407-2255	000-000-0000
18627	Tracy	Worley	Houchens Food Group, Inc.	313 N Perry Hwy	Mercer	PA	16137-5043	724-269-7143

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
18628	Tracy	Worley	Houchens Food Group, Inc.	1112 Logan Ave	Tyrone	PA	16686-1624	814-684-2383
18629	Tracy	Worley	Houchens Foods Group, Inc.	2 E Main St	Brookville	PA	15825-1614	814-849-7326
18630	Tracy	Worley	Houchens Foods Group, Inc.	159 S Baltimore St	Dillsburg	PA	17019-1008	717-432-3415
18631	Tracy	Worley	Houchens Food Group, Inc.	666 Allegheny River Blvd Ste 100	Oakmont	PA	15139-1535	412-517-8936
18632	Tracy	Worley	Houchens Foods Group, Inc.	640 Dubois St	Dubois	PA	15801-1831	814-371-5060
18633	Tracy	Worley	Houchens Food Group, Inc.	131 E Main St	Everett	PA	15537-1261	814-652-5014
18634	Tracy	Worley	Houchens Foods Group, Inc.	86 16th St	Duncansville	PA	16635-1285	814-695-9825
18635	Tracy	Worley	Houchens Foods Group, Inc.	816 W Main St	Grove City	PA	16127-1114	724-264-4464
18636	Tracy	Worley	Houchens Food Group, Inc.	1079 Greentree Rd	Pittsburgh	PA	15220-3122	412-344-0800
18637	Tracy	Worley	Houchens Foods Group, Inc.	9485 William Penn Hwy	Huntingdon	PA	16652-7166	814-643-2559
18776	Michael A	Mott	DBN Hardware, Inc.	161 Main St	Dublin	PA	18917-1302	000-000-0000
18824	Vincent	Grlovich	Bolted Down Hardware, LLC	2832 Gracy Center Way Ste 200	Coraopolis	PA	15108	000-000-0000
18849	Kevin	Salandra	Salandra Enterprises of Clarion LLC	624 Main St	Clarion	PA	16214-1108	814-299-5506
18866	Tom	Witman	Schmuck Company, Inc.	615 York St	Gettysburg	PA	17325-2012	717-637-6616
19059	William E	Aubuchon IV	W. E. AUBUCHON CO., INC.	314 W Bridge St	New Hope	PA	18938-1432	215-862-0511
19060	William E	Aubuchon IV	W. E. AUBUCHON CO., INC.	1726 Dekalb Pike	Blue Bell	PA	19422-3352	484-231-8373
4530	Jose F	Amaral	ROGER'S HARDWARE, INC.	159 Broad St	Cumberland	RI	02864-8328	401-725-3723
5455	Thomas E	Mcquade	TRIMM, INC.	105 Franklin St	Westerly	RI	02891-3149	401-596-0302
8914	Frank	Nagle	THE NAGLE GROUP, INC.	1 Casino Ter	Newport	RI	02840-3583	401-849-9442
11100	Jeffrey	Salk	SALK'S HARDWARE & MARINE, INC.	2524 W Shore Rd	Warwick	RI	02889-8148	401-739-1027
11192	Glenn	Finkelstein	GE SUPPLY LLC	28 Gooding Ave	Bristol	RI	02809-2610	401-253-8180
12213	Harry	Adler	ADLER BROTHERS INC	173 Wickenden Street	Providence	RI	02903	401-421-5157
15115	Jeffrey D	Salk	SALK'S OF NORTH KINGSTOWN, LLC	5939 Post Rd	North Kingstown	RI	02852	401-885-2700
15134	Richard	Depault	RDMG, INC.	2000 Mendon Rd Ste 9	Cumberland	RI	02864-3831	401-333-9855
15640	Glenn	Finkelstein	GE SUPPLY, LLC	3034 E Main Rd	Portsmouth	RI	02871-4205	401-683-4100
15894	Richard L	Osborne	Wyoming Hardgoods, Inc.	1190 Main St	Wyoming	RI	02898-1074	401-539-8988
16248	Rocco J	Falcone	Rocky's Hardware, Inc.	633 Putnam Pike	Greenville	RI	02828-1401	401-949-1150
16312	Glenn	Finkelstein	GE Supply, LLC	320 Warwick Ave	Warwick	RI	02888-1339	401-781-5111
16525	Robert	Ferraro Jr	Jerry's Paint & Hardware	116 Point Judith Rd	Narragansett	RI	02882-3449	401-783-4666
16907	Michelle L.	Deschamps	Leeway, Inc.	790 Great Rd	North Smithfield	RI	02896-6838	401-765-2222
16948	Glenn	Finkelstein	GE Supply, LLC	156 County Rd	Barrington	RI	02806-4513	401-245-3661
17394	Samuel	SHOLES S.	Sholes Supply LLC	633 Washington St	Coventry	RI	02816-5479	401-822-2212
17544	Jeffrey D	Salk	Salk's of Wakefield, LLC	36 Old Tower Hill Rd	Wakefield	RI	02879-3724	401-515-3915
18638	Jeffrey	Salk	Salk's of Pawtucket, Inc.	727 East Ave	Pawtucket	RI	02860-6185	401-305-2200
514	Walter	Jones	WHITE JONES HARDWARE &	128 E Shockley Ferry Rd	Anderson	SC	29624-3730	864-225-1406
561	Carl	Simpson III	SIMPSON LIBERTY HARDWARE, INC	320 W Liberty St	Sumter	SC	29150-5140	803-773-9381
774	Louis	Jordan	JORDANS ACE HDWE. INC.	489 Buffalo-West Spgs Hwy	Union	SC	29379-9602	864-427-9077
1041	Gary V	Thrift	THRIFT GROUP INC.	1645 Sandifer Blvd	Seneca	SC	29678-0906	864-882-2100
1207	Frances	Swinnie	SWINNIE SUPPLY COMPANY INC.	706 Brooks Rd	Andrews	SC	29510-4038	843-264-5555
1392	Ernest	Westbury	Westbury's Hardware of Harleyville,	118 W Main St	Harleyville	SC	29448-3700	843-462-7666
1592	Carl	Simpson	SIMPSON PLAZA HARDWARE, INC.	40 W Wesmark Blvd	Sumter	SC	29150-1956	803-773-3397
3286	Carl	Simpson	SIMPSON MANNING HARDWARE, INC.	110 N Brooks St	Manning	SC	29102-3208	803-435-2651
3344	Walter	Jones	WHITE JONES HARDWARE & SPORTING	2903 N Main St	Anderson	SC	29621-2760	864-225-1600
3929	Gary V	Thrift	THRIFT GROUP INC.	1301 Tiger Blvd	Clemson	SC	29631-1118	864-654-6950

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
4163	Robert	Westmoreland	ROBERT W. WESTMORELAND	1249 E Main St	Rock Hill	SC	29730-5947	803-324-4600
4322	Daniel	Smith	WINDY HILL HARDWARE	3702 Highway 17 S	North Myrtle Beach	SC	29582-5066	843-272-6924
4609	John	Royall	ROYALL HARDWARE, INC.	883 Ben Sawyer Blvd	Mt Pleasant	SC	29464-4585	843-884-2551
4815	Kenneth	Johnson	AYNOR BUILDING SUPPLY, INC.	737 Elm St	Aynor	SC	29511	843-358-6271
5206	Benji	Westwood	NEWBERRY HARDWARE INC.	2427 Wilson Rd/Bypass 76	Newberry	SC	29108-1644	803-276-8206
5313	Gary V	Thrift	THRIFT GROUP INC.	160 Scenic Plaza Dr	West Union	SC	29696-2536	864-638-2358
5898	Buddy W	Hiers Jr.	Brunson Building Supply, LLC	616 Railroad Ave W	Hampton	SC	29924-2156	803-943-2725
5902	Randy	Hinson	HINSON AND FOWLER HARDWARE, INC.	312 S Main St	Mullins	SC	29574-3112	843-464-0571
5910	Jared	Smith	JARED'S, INC.	576 Sumter Hwy	Bishopville	SC	29010-7600	803-484-5716
5932	Joe	Freeman	DUNCAN'S INC.	1506 Augusta St	Greenville	SC	29605-2922	864-233-6851
6198	Eldon C	Henderson	HENDERSON SUPPLY COMPANY, INC.	935 S 4th St	Hartsville	SC	29550-5776	843-383-5131
6541	Scott T	Ziemke	THE BREVARD CORPORATION	886 Highway 1 S	Lugoff	SC	29078-9345	803-438-1007
6817	Harry	Lyles	SCHOFIELD HARDWARE, INC.	155 S Cashua Dr	Florence	SC	29501-3936	843-669-6393
7879	William D	McCleskey	BOB'S ACE HARDWARE, INC.	345 E Columbia Ave	Leesville	SC	29070-7717	803-532-9283
8192	Wayne	Mc Bride	MCBRIDE BUILDING SUPPLIES &	557 Hwy 9 Bypass	Lancaster	SC	29720	803-285-9436
9117	Scott T.	Ziemke	THE BREVARD CORPORATION	914 W Dekalb St	Camden	SC	29021	803-432-4219
9277	Gary V	Thrift	THRIFT GROUP, INC.	440 Ann St	Pickens	SC	29671-2243	864-878-0370
9459	John	Hutto	HUTTO ACE HARDWARE L.L.C.	5726 Memorial Blvd	Saint George	SC	29477-2151	843-563-4012
10423	Richard	Breeland	HORSE AND GARDEN, INC	9641 Garners Ferry Rd	Hopkins	SC	29061-9202	803-776-2858
10603	Charles	Patton	PATTC, Inc.	602 E Buford St	Gaffney	SC	29340-3844	864-488-1506
10723	Chris	O'Brien	CLASSIC ACE HARDWARE, INC.	1622 Woodruff Rd	Greenville	SC	29607-5929	864-234-0022
10958	Ernest	Westbury	WESTBURY'S HARDWARE OF WALTERBORO,	1050 Bells Hwy	Walterboro	SC	29488-2508	843-539-3333
11107	Robert	Robertson	ROBERTSON SUPPLY CO., INC.	340 Hillcrest Dr	Laurens	SC	29360-2344	864-984-2280
11758	Leonard	Sanford	ACE OF ORANGEBURG, L.L.C.	1700 Boulevard St	Orangeburg	SC	29115-3443	803-534-9111
12019	Allison	Tyler Jr	TYLER BROTHERS, LLC	116 Railroad Ave East	Wagener	SC	29164	803-564-3174
12203	James M	Simpson Sr	WILLIAMSTON HOME CENTER, INC.	105 N Hamilton St	Williamston	SC	29697-1537	864-847-9669
14287	John E.	Royall JR.	SWEETGRASS HARDWARE, INC.	3008 N Highway 17	Mt Pleasant	SC	29466-9315	843-884-0064
14308	Chris	O'Brien	CLASSIC ACE HARDWARE OF GREER, INC.	2110 Old Spartanburg Rd	Greer	SC	29650-2763	864-244-1111
14454	Walter	Jones	WHITE JONES HARDWARE &	4433 Highway 24	Anderson	SC	29626-5216	864-225-2255
14477	Gary V	Thrift	THRIFT GROUP INC.	11032 Anderson Rd	Piedmont	SC	29673-8203	864-269-0745
14765	Lisa	Stroup	H & S HARDWARE, INC.	10409 Greenville Hwy	Wellford	SC	29385-9532	864-439-3485
14921	Kevin	Helmly	P & H COMPANY, INC.	650 Railroad Ave	Elloree	SC	29047	803-897-2442
15295	Frank	Boulineau	BOULINEAU'S, INC.	212 Sea Mountain Highway	North Myrtle Beach	SC	29582-2442	843-663-6920
15419	Stephen	Abercrombie	Coastal Carolina Trailers of	9746 Speedway Blvd	Hardeeville	SC	29927-7426	843-338-6775
15424	James M	Simpson Sr	Williamston Home Center, Inc.	6 Maryland Ave	Honea Path	SC	29654-1608	864-369-5669
15533	Carl M	Simpson III	SIMPSON PINWOOD HARDWARE, LLC	350 Pinewood Rd	Sumter	SC	29150-5444	803-774-2275
15636	Annette C	Whitley	LAKELANDS HARDWARE & OUTDOORS, INC.	2572 Highway 72 221 E	Greenwood	SC	29649-9731	864-889-9000
15816	Rhett Edward	Tompkins	Rhett Tompkins Holdings, Inc.	205 W Main St	Dillon	SC	29536-3348	843-774-4952
15915	Trent	Moody	Moodys Hardware LLC	8012 Dorchester Rd	North Charleston	SC	29418-2901	843-552-6152
15950	Robert	Heuser II	Heuser Enterprises, Incorporated	29 Innovation Dr	Bluffton	SC	29910-5159	843-836-9999
16116	Eric E	Boland	Boland's True Value Hardware, Inc.	745 Chapin Rd	Chapin	SC	29036-9208	803-345-1336
16179	Pat	Duncan	Landscapers Supply, Inc.	1620 N Pleasantburg Dr	Greenville	SC	29609-4020	864-322-6900
16227	Jared M	Smith IV	Crossroads Outdoors Inc	244 N Main St	Bishopville	SC	29010-1416	803-483-3000
16321	Robert D	Redfearn	Edisto Ace Hardware Inc.	487 Highway 174	Edisto Island	SC	29438-6859	843-869-9009

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
16422	Ron	Burke	Ace Hardware of Hilton Head, LLC	3 Northridge Dr	Hilton Head Island	SC	29926-3764	843-681-5777
16455	Christopher Mich	O'Brien	Classic Ace Hardware of Mauldin, In	114 W Butler Rd	Mauldin	SC	29662-2583	864-234-8700
16458	Donna M	Wood	Summerville Mercantile, LLC	713 Old Trolley Rd	Summerville	SC	29485-5203	843-875-7234
16507	Conrad	Stover	Sanders Supply Company, Inc.	2660 Main Hwy	Bamberg	SC	29003-1194	803-245-4386
16561	Gary V	Thrift	Thrift Group, Inc.	305 W Main St	Liberty	SC	29657-1021	864-843-4929
16638	Tom	Robertson	Robertson Supply Co., Inc.	578 N Main St	Woodruff	SC	29388-1550	864-476-5580
16664	Claude	Bowers	South East Ace, Inc.	815 State St	Cayce	SC	29033-4313	803-391-4223
16665	Claude	Bowers	South East Ace, Inc.	2085 N Beltline Blvd	Columbia	SC	29204-3975	803-569-4223
16817	Kevin	Wagner	Clements Ferry Hardware LLC	1008 Clements Crest Lane Suite 140	Charleston	SC	29492	843-867-6020
17426	Bryan	Kirit	Luk-Nor-LLC	4860 Dick Pond Rd	Myrtle Beach	SC	29588-6811	843-293-7555
17442	Robert S.	Osteen	Elk River 25 LLC	725 Cherry Rd	Rock Hill	SC	29732-3150	803-328-0882
17492	Claude	Bowers	Johns Island Ace, LLC	3714 Betsy Kerrison Pkwy	Johns Island	SC	29455-7128	843-737-9016
17496	JPB-HHC	Investors, LLC	The Helpful Hardware Company, LLC	2930 Emanuel Church Rd	West Columbia	SC	29170-3010	803-957-4991
17543	Robert	Heuser II	Heuser Enterprises, Incorporated	259 Copper Plate Rd	Hardeeville	SC	29927	843-836-9999
17558	Pat	Duncan	Landscapers Supply, Inc.	2170 Highway 101 S	Greer	SC	29651-7208	864-877-1047
17562	Robert Lance	Robertson	Robertson Supply Co., Inc.	107 Jacobs Hwy	Clinton	SC	29325-7282	864-808-4111
17646	Darin	Workman	The Helpful Hardware Company, LLC	925 Red Bank Rd	Goose Creek	SC	29445-4579	843-572-1975
17699	Bryan	Kirit	Luk-Nor LLC	2148 Oakheart Rd	Myrtle Beach	SC	29579-1253	843-236-7555
17730	Chris	O'Brien	Classic Ace Hdwe of Boiling Springs	8915 Valley Falls Rd	Boiling Springs	SC	29316	864-754-4199
17923	R. Lance	Robertson	Robertson Supply Co, Inc.	401 S Alabama Ave	Chesnee	SC	29323-1507	864-461-3380
17941	Gregg M	Brunson	Port Royal Hardware LLC	1347 Ribaut Rd	Port Royal	SC	29935-1160	843-379-7770
18059	Gregory J	Paul	Carolina Ace TR, Inc.	6520 State Park Rd	Travelers Rest	SC	29690-1694	864-610-0224
18065	Scott B	Willis	Lowcountry Ace Hardware, LLC	1411 Folly Rd Suite 200	Charleston	SC	29412-9695	839-204-1011
18132	Robert	Heuser Sr	Heuser Hardware, LLC	8317 Ocean Hwy	Pawleys Island	SC	29585-8438	843-235-3555
18233	Faris S.	Connor	Big House Hardware Company	302 Augusta Rd	Edgefield	SC	29824-1408	803-336-1902
18264	Christopher	O'Brien	Classic Ace Hardware of Reidville R	5857 Reidville Rd	Moore	SC	29369-8409	864-633-0077
18274	Josh	Ramseur	J&J Home and Hardware, LLC	147 Fernwood Dr	Spartanburg	SC	29307-2236	864-582-8650
18302	Pat	Duncan	Landscapers Supply, Inc.	6420 Calhoun Memorial Hwy	Easley	SC	29640-3676	864-859-4230
18568	Darin	Workman	The Helpful Hardware Company, LLC	8516 Old State Rd	Holly Hill	SC	29059-8379	803-496-3534
18595	Carl M	Simpson III	Simpson Lake City Hardware, Inc	222 N Church St	Lake City	SC	29560-2134	803-773-3397
18687	Darin	Workman	The Helpful Hardware Company, LLC	548 College Park Rd	Ladson	SC	29456-3328	843-572-1223
18697	Bill	Knupp	Landscapers Supply, Inc.	30 Ray E Talley Ct	Simpsonville	SC	29680-7505	864-757-8312
18764	Preston	Bullock	Summit Hardware Group of SC LLC	809 W Greenwood St	Abbeville	SC	29620-2552	706-872-6647
18828	Bryan	Kirit	Kirit-Corporation LLC	6908 N Kings Hwy	Myrtle Beach	SC	29572	000-000-0000
18837	Greg	McCoy	McCoy Hardware of Lexington LLC	2028 Augusta Hwy.	Lexington	SC	29072-2255	803-808-0207
151	Kevin R	Nyberg	NYBERG'S ACE HARDWARE INC.	330 W 41st St	Sioux Falls	SD	57105-6425	605-336-6474
3038	Kevin R	Nyberg	NYBERG'S ACE HARDWARE, INC	2500 W 12th St	Sioux Falls	SD	57104-3815	605-336-6507
4784	Angel	Nemec	ERNIE'S BUILDING CENTER LLC	307 Main St	Midland	SD	57552	605-843-2871
6592	Aaron	Cohn	MISSION SHOPPING CENTER, INC.	185 S Main Street	Mission	SD	57555	605-856-4441
7812	Bryan	Miller	MILCO INC.	106 Main	Viborg	SD	57070	605-766-5097
10037	Ronald	Beck	BECK HARDWARE, INC.	900 21st St SW	Huron	SD	57350-3400	605-352-2378
10427	Kevin R	Nyberg	NYBERG'S ACE HARDWARE, INC.	607 S Sycamore Ave	Sioux Falls	SD	57110-2770	605-338-4223
10901	Craig E	Bradshaw	KNECHT HOME CENTER OF RAPID CITY, L	320 West Blvd	Rapid City	SD	57701-2671	605-342-4840
10903	Craig E	Bradshaw	KNECHT HOME CENTER OF SPEARFISH, LL	2905 4th Ave	Spearfish	SD	57783-3299	605-642-8836

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
10905	Craig E	Bradshaw	NEWKIRK ACE HARDWARE WEST, LLC	1724 W Main St	Rapid City	SD	57702-2565	605-342-5678
10907	Craig E	Bradshaw	NEWKIRK ACE HARDWARE EAST, LLC	1602 E Saint Patrick St	Rapid City	SD	57703-4138	605-343-9797
10909	Craig E	Bradshaw	DISCOUNT LUMBER, LLC	2211 E Highway 44	Rapid City	SD	57703-2225	605-343-4900
11698	Kevin R	Nyberg	NYBERG'S ACE HARDWARE, INC.	7210 W 41st St	Sioux Falls	SD	57106-6038	605-362-4223
12097	Gregg	Peters	JONES' ACE HARDWARE OF MADISON INC.	800 Washington Ave South	Madison	SD	57042-3520	605-256-3981
14651	Leo	Kopetsky	KOPETSKY ENTERPRISES, INC.	2404 Broadway Ave	Yankton	SD	57078-1306	605-260-2813
14814	Bradford W.	Bednar	Slagels, Inc.	207 S Chicago St	Hot Springs	SD	57747-2321	605-745-5173
15164	Jon	Johnson	TYNDALL ACE HARDWARE, LLC	802 Main St	Tyndall	SD	57066-2196	605-589-4700
15376	John	Niederauer	J.W. NIEDERAUER, INC.	1108 N Hwy 77	Dell Rapids	SD	57022	605-428-5959
15378	John	Niederauer	J.W. NIEDERAUER, INC.	701 N Heritage Pkwy	Tea	SD	57064	605-213-2000
15385	Jeffrey L	Olson	JH HARDWARE, INC.	305 NW 13th St	Beresford	SD	57004-1511	605-763-2617
15552	John	Niederauer	J.W. Niederauer, Inc.	304 S Splitrock Blvd	Brandon	SD	57005-1652	605-582-6383
15596	Darwin & Lisa	Haerer	DHD CONSTRUCTION, INC.	109 South Boulevard	Wall	SD	57790	605-279-2158
15614	Gregg M	Peters	JONES' ACE HARDWARE OF VERMILLION,	812 Cottage Ave	Vermillion	SD	57069-1122	605-624-3195
16103	Adam	Hayes	Mobridge Hardware LLC	205 W Grand Xing	Mobridge	SD	57601-2538	605-845-3498
16391	William L.	Bregar	Twin City Ace Hardware, LLC	145 Glendale Dr	Lead	SD	57754-1567	605-559-1110
16436	Brian A	Bonebright	BDB Investment Enterprises, LLC	225 N Broadway Ave	Miller	SD	57362-1340	605-853-3304
16438	Brian A	Bonebright	BDB Investment Enterprises, LLC	614 W 3rd St	Redfield	SD	57469-1042	605-472-1131
16556	John	Niederauer	J.W. Niederauer, Inc.	511 N Pine Street	Lennox	SD	57039	605-744-0117
16576	Barry	Uecker	Uecker Supermarket, Inc.	609 S US Highway 81	Freeman	SD	57029-2000	605-925-4781
16639	Gregg M.	Peters	Elk Point Hardware Store, Inc.	609 W Main St	Elk Point	SD	57025-2295	605-356-3311
16640	Kevin R	Nyberg	Nyberg's Ace Hardware, Inc.	200 E 12th St	Sioux Falls	SD	57104-6912	605-271-6085
16830	Jeffery R.	Doom	Wagner Building Supply Co., Inc.	39379 SD Highway 46	Wagner	SD	57380-7128	605-384-3654
16832	John W.	Niederauer	J.W. Niederauer, Inc.	200 Willow Street West	Harrisburg	SD	57032	605-213-0600
16941	William L.	Bregar	HNH Enterprises Inc.	833 Mount Rushmore Rd	Custer	SD	57730-1639	605-673-2227
17313	William L.	Bregar	Sturgis Hardware, LLC	2222 Junction Ave	Sturgis	SD	57785-2517	605-347-4031
17501	William L.	Bregar	Chamberlain Ace Hardware, LLC	1951 E King Avenue	Chamberlain	SD	57325	605-234-1066
17618	Alfredo	Gardduno	A & S Hardware, Inc.	20 W Highway 12	Webster	SD	57274-1055	605-345-3821
17716	John	Niederauer	J.W. Niederauer, Inc.	701 S Western Avenue	Hartford	SD	57033	605-528-3300
17740	Gregg	Peters	Jones' Food Center of Parker, LTD.	1105 E 6th St	Parker	SD	57053-2174	605-297-3030
17821	William	Bregar	Box Elder Hardware, LLC	540 N Ellsworth Rd	Box Elder	SD	57719-2015	605-791-0898
17989	R.F.	Buche	G.F. Buche Company	301 E Highway 18	Martin	SD	57551	605-685-6730
17992	Jeff	Olson	Volga Hardware, LLC	114 E Hwy 14	Volga	SD	57071	605-827-2020
18031	Alfredo	Garduno	Clark Hardware, Inc.	123 N Commercial St	Clark	SD	57225-1523	605-532-5882
18049	R.F.	Buche	G. F. Buche Company	2211 SD Highway 10	Sisseton	SD	57262-2507	605-698-2200
18051	R.F.	Buche	G. F. Buche Company	560 S 1st St	Pine Ridge	SD	57770	605-867-5183
18085	Kevin R.	Nyberg	Nyberg's Ace Hardware, Inc.	702 9th Ave SE	Watertown	SD	57201-5222	605-878-0187
18143	Rf	Buche	G.F. Buche Company	1140 E 5th St	Winner	SD	57580-2149	605-842-1140
18160	Mitchell	Elfstrand	Elfstrand's, Inc.	1420 Commerce Street	Mitchell	SD	57301	605-550-2002
18575	Tyler	Fischer	Gettysburg Ace hardware, Inc.	30960 US Highway 212	Gettysburg	SD	57442-8709	605-765-9400
Store #	Owner First Nam	Last Name	Legal Name	Street	City	St	Zip Code	Phone #
263	Js	Jerrols	JERROLDS HARDWARE CO., INC.	960 Wayne Rd	Savannah	TN	38372-1981	731-925-2662

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
415	Ben	Whitten	WHITTEN BROTHERS HARDWARE COMPANY	2909 Park Ave	Memphis	TN	38114-2731	901-452-6268
550	J Thomas	Glenn	ACE HARDWARE OF DALLAS BAY INC.	8531 Hixson Pike	Hixson	TN	37343-1559	423-842-0197
855	Thomas Cole	Guthrie	RICHLAND HARDWARE COMPANY, INC.	6401 Charlotte Pike	Nashville	TN	37209-2901	615-356-0560
1086	J Thomas	Glenn	ACE HARDWARE OF CHATTANOOGA INC.	4921 Highway 58	Chattanooga	TN	37416-1845	423-894-4633
3278	Elizabeth	Latham	TRENTHAMS, INCORPORATED	1025 E Parkway	Gatlinburg	TN	37738-5057	865-436-5173
3372	Drewey	Keener	KEENER COMPANY	307 1st Ave	Mt Pleasant	TN	38474-1205	931-379-7730
3703	J Thomas	Glenn	ACE HARDWARE OF BRAINERD, INC.	5906 Lee Hwy	Chattanooga	TN	37421-3509	423-899-9698
3715	J Thomas	Glenn	ACE HARDWARE OF DAYTON BLVD., INC.	1870 Dayton Blvd	Chattanooga	TN	37405-2018	423-877-9006
3806	Edward	Coker	TRI-COUNTY HARDWARE, INC.	1110 E Tri County Blvd	Oliver Springs	TN	37840-6205	865-435-7707
4362	J Thomas	Glenn	ACE HARDWARE OF EAST BRAINERD, INC.	8164 E Brainerd Rd	Chattanooga	TN	37421-4301	423-892-0112
4621	J Thomas	Glenn	ACE HARDWARE OF OOLTEWAH, INC.	9231 Lee Hwy	Ooltewah	TN	37363-8785	423-238-6061
4728	Darrell	Snapp	AFFORDABLE ACE HARDWARE, INC.	2603 Maynardville Hwy	Maynardville	TN	37807-3029	865-992-5867
4927	Eldon	Schmidt	ELDON SCHMIDT	945 State Route 49 Jnct147	Tennessee Ridge	TN	37178-5026	931-721-2500
5016	J Thomas	Glenn	ACE HARDWARE OF EAST RIDGE, INC.	3502 Ringgold Rd	Chattanooga	TN	37412-1208	423-698-7511
5315	Cynthia M	Dawson	CYNTHIA M DAWSON	2010 Highway 47 N	White Bluff	TN	37187-4100	615-797-4100
5576	Phillip	Bradley	B & C Hardware, Inc.	124 Pewitt Dr	Brentwood	TN	37027-5208	615-373-1760
5696	Joe D	White	FRED'S OF PARSONS, INC	413 Tennessee Ave N	Parsons	TN	38363-2622	731-847-4030
5817	B	Parr	GENERAL SUPPLY CORP.	104 N 2nd St	Pulaski	TN	38478-3217	931-363-8950
6073	Gene	Wade	WADE'S FOOD CENTER INC.	353 Able Street	Decatur	TN	37322	423-334-5756
7149	J Thomas	Glenn	ACE HARDWARE OF CLEVELAND, INC.	990 25th St NW	Cleveland	TN	37311-3729	423-478-2544
8087	Scott	Crowe	THE SCOTT GROUP, INCORPORATED	213 S High St	Waynesboro	TN	38485-2606	931-201-4013
8628	Raymond	Farley	FARLEY'S ACE HARDWARE AND	16414 Rankin Ave	Dunlap	TN	37327-7038	423-949-4153
8836	Dinah	Corley	DINAH L. CORLEY	2039 Us Highway 45 Byp S	Trenton	TN	38382-2940	731-855-2991
8877	J Thomas	Glenn	ACE HARDWARE OF WALDEN INC.	2000 Taft Hwy	Signal Mountain	TN	37377-3367	423-517-0177
9128	Daniel	Reigle	MIDWAY SUPPLY CO. INC.	121 Cumberland St	Ashland City	TN	37015-1233	615-792-5156
9808	J	Williams	WILLIAMS PLUMBING AND ELECTRIC CO.	52 1st St	Lexington	TN	38351-2147	731-968-3501
10489	John	Walker	AgCentral Farmers Cooperative	2084 W Lee Hwy	Loudon	TN	37774-4842	865-458-2057
10889	J Thomas	Glenn	ACE HARDWARE OF DIXIE LEE JUNCTION	19670 Highway 11 E	Lenoir City	TN	37772-5452	865-988-5285
11079	Frank N	Shope	HART HARDWARE CO. INC	8203 Highway 100	Nashville	TN	37221-4167	615-662-6767
11176	James	Hendrixson	JAMES D. HENDRIXSON	702 S Congress Blvd	Smithville	TN	37166-2018	615-597-4154
11185	Joseph	Morris	ACE HARDWARE OF EAST TENNESSEE, INC	1023 W Main St	Greeneville	TN	37743-4615	423-639-6223
11403	J Thomas	Glenn	ACE HARDWARE OF HALLS, LLC.	6950 Maynardville Pike	Knoxville	TN	37918-5320	865-925-4575
11751	Gary	Conner	GARY D. CONNER	9688 Highway 46	Bon Aqua	TN	37025-2774	931-670-9926
12109	Frank N	Shope	HART HARDWARE CO INC.	5304 Harding Pike	Nashville	TN	37205-2806	615-352-5252
14048	J Thomas	Glenn	ACE HARDWARE OF BEARDEN, LLC.	150 N Forest Park Blvd	Knoxville	TN	37919-5106	865-588-9633
14748	Thomas Cole	Guthrie	GOODLETTSVILLE HARDWARE CO., INC.	110 Rivergate Pkwy	Goodlettsville	TN	37072-2043	615-859-6528
14850	Tom	Glenn	ACE HARDWARE OF SOUTHSIDE, LLC	2700 Broad St	Chattanooga	TN	37408-3070	423-265-8271
15067	John	Walker	AgCentral Farmers Cooperative	776 New Highway 68	Sweetwater	TN	37874-1907	423-337-3551
15218	James	Kisner Jr	TENNESSEE HARDWARE AND FARM SUPPLY	441 East Broadway	Gallatin	TN	37066-2322	615-452-9309
15316	John	Walker	AgCentral Farmers Cooperative	920 Congress Pkwy N	Athens	TN	37303-1706	423-745-0443
15364	Ralph	Peperone	K C Holdings Inc.	7860 Hwy 64	Oakland	TN	38060-6030	901-466-0316
15369	John	Walker	AgCentral Farmers Cooperative	1514 W Broadway Avenue	Maryville	TN	37801-5650	865-982-2761
15386	Edward E	Coker	TRI-COUNTY HARDWARE, INC.	929 N Charles G Seivers Blvd	Clinton	TN	37716-3880	865-457-1478
15570	Jackie	Duncan	Jackie Duncan and Sherry Duncan, Pa	1220 Squirrel Hollow Dr	Linden	TN	37096-6477	931-589-2155

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
15594	Sherman J	Campbell	CAMPBELL & MILLER, LLC	116 E Central Ave	La Follette	TN	37766-3614	423-562-7738
15659	John	Walker	AgCentral Farmers Cooperative	4065 Highway 95 S	Greenback	TN	37742-4240	865-856-3002
15930	Robert Blake	White	White's Ace Hardware, Inc.	3315 N Highland Ave	Jackson	TN	38305-3487	731-300-3222
15996	Deryl	Campbell	Hawkins Farmers Cooperative	240 Burem Rd	Rogersville	TN	37857-7901	423-272-2611
16077	Charlie Ray	Smith Jr	C & P Hardware Inc.	146 Highway 283	Whitwell	TN	37397-6026	423-658-5073
16221	Matthew	Guthrie	M & M Hardware, LLC	7120 Nolensville Rd	Nolensville	TN	37135-9472	615-832-4448
16347	J Thomas	Glenn	Elder's Ace Hardware of	4217 Chapman Hwy	Knoxville	TN	37920-4259	865-409-0333
16656	J Thomas	Glenn	Elders Ace Hardware	7511 S Northshore Dr	Knoxville	TN	37919-8002	865-690-0876
16898	Melvin	Grace	Melvin Grace	531 Industrial Dr	Carthage	TN	37030-4005	615-588-1900
16936	Thomas Cole	Guthrie	Chapel Hill Hardware Inc.	305 S Horton Pkwy	Chapel Hill	TN	37034-3108	931-364-3277
17064	Charles Ray	Smith Jr.	C & P Hardware Inc.	3536 Main St	Jasper	TN	37347-5253	423-403-6620
17379	Melvin	Grace	Melvin Grace	17171 Clay County Hwy	Red Boiling Springs	TN	37150-7216	615-699-3523
17467	Jarrett	Carter	East Memphis Ace Hardware, LLC	5143 Quince Rd	Memphis	TN	38117-6846	901-683-8688
17481	JPB-HHC	Investors, LLC	The Helpful Hardware Company, LLC	2730 Lebanon Pike	Nashville	TN	37214-2504	615-678-5634
17483	JPB-HHC	Investors, LLC	The Helpful Hardware Company, LLC	429 Highway 76	White House	TN	37188-9202	615-581-0623
17491	Tom	Glenn	Elder's Ace Hardware of Hardin Vall	10009 Hardin Valley Rd	Knoxville	TN	37932-1606	865-240-0961
17494	JPB-HHC	Investors, LLC	The Helpful Hardware Company, LLC	400 Central Ave E	Springfield	TN	37172-3254	615-380-8599
17516	Tom	Glenn	Elder's Ace Hardware of Townsend, L	8031 E Lamar Alexander Pkwy	Townsend	TN	37882-4034	865-336-2644
17611	Kyle	Myers	Jaxco, LLC	829 W Main St	Monteagle	TN	37356-7028	931-924-9416
17662	Gregory	Yandell	Twin Hill Group, Inc.	500 W Main Street 260	Hendersonville	TN	37075-2808	615-991-1223
17712	Matt C	Caldwell	Kingston Ace, Inc.	615 N Kentucky St	Kingston	TN	37763-2632	865-376-7606
17749	Jimmy	Nichols	Houchens Food Group, Inc.	511 S Broadway St	Portland	TN	37148-1506	615-325-0201
17797	James	England	England Brothers II, Inc	1448 N Broad St	Tazewell	TN	37879-4377	423-259-3900
17822	Darin	Workman	The Helpful Hardware Company, LLC	3573 Tom Austin Hwy	Springfield	TN	37172-3935	615-384-0485
17828	Dennis Wayne	Stults Jr.	Columbia Hardware, LLC	112 E James M Campbell Blvd	Columbia	TN	38401-6335	931-388-1272
17837	Justin	Tipton	Ace Hardware of Lookout, Inc.	3712 Cummings Hwy	Chattanooga	TN	37419-2315	423-821-8429
18030	Tom	Glenn	Elder's Ace Hardware of E Nashville	2620 Gallatin Pike	Nashville	TN	37216-3740	615-761-9303
18050	Carl	Short	Butters' Ace Hardware, LLC	1109 Elliston Way	Thompsons Station	TN	37179-5483	615-538-7767
18276	Joey	Hays	Dyer Foods, Inc.	79 Bank Dr	Brownsville	TN	38012-2340	731-585-1111
18277	Darin	Workman	The Helpful Hardware Company, LLC	1740 N Germantown Pkwy	Cordova	TN	38016-3307	901-758-6911
18325	Dan	Glei	FC ACE, LLC	251 Old Gray Station Rd	Gray	TN	37615-3532	423-467-2300
18329	Dan	Glei	FC ACE, LLC	1731 US 19 East Bypass	Elizabethton	TN	37643	423-518-6014
18341	Dan	Glei	FC ACE, LLC	111 N Industrial Dr	Erwin	TN	37650-4074	423-560-9000
18345	Dan	Glei	FC ACE, LLC	6634 Bristol Hwy	Piney Flats	TN	37686-5205	423-712-6002
18372	Ronak	Parikh	Bolster NQ Hardware, LLC	205 Livingston Ave	Jamestown	TN	38556-3420	931-879-8161
18374	Ronak	Parikh	Bolster Hardware, LLC	615 E Broad St	Smithville	TN	37166-2903	615-215-8988
18376	Ronak	parikh	Bolster NQ Hardware, LLC	2251 Jacksboro Pike	La Follette	TN	37766-2904	423-562-1011
18378	Ronak	Parikh	Bolster Hardware, LLC	6407 Nashville Hwy	Baxter	TN	38544-3805	931-858-1122
18384	Ronak	Parikh	Bolster NQ Hardware, LLC	33 Woodgate Dr	Crossville	TN	38571-3794	931-484-1625
18386	Ronak	Parikh	Bolster Hardware, LLC	325 Newman Dr	Cookeville	TN	38501-4126	931-528-8413
18388	Ronak	Parikh	Bolster Hardware, LLC	786 Sparta Hwy	Crossville	TN	38572-5129	931-484-9191
18392	Ronak	Parikh	Bolster Hardware, LLC	948 S McCrary St	Woodbury	TN	37190-1638	615-563-4414
18394	Ronak	Parikh	Bolster NQ Hardware, LLC	1511 Knoxville Hwy	Wartburg	TN	37887-4117	423-346-2380
18396	Ronak	Parikh	Bolster Hardware, LLC	132 Churchill Dr	Sparta	TN	38583-1525	931-836-2271

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
18398	Ronak	Parikh	Bolster NQ Hardware, LLC	215 Main St	Rocky Top	TN	37769	865-426-2353
18400	Ronak	Parikh	Bolster NQ Hardware, LLC	245 Industrial Ln	Oneida	TN	37841-6275	423-569-5333
18402	Ronak	Parikh	Bolster NQ Hardware, LLC	3125 Lantana Rd	Crossville	TN	38572-1732	931-788-1807
18404	Ronak	Parikh	Bolster NQ Hardware, LLC	10259 Rhea County Hwy	Dayton	TN	37321-7929	423-570-1255
18406	Ronak	Parikh	Bolster NQ Hardware, LLC	615 W Main St	Algood	TN	38506-5322	931-537-3312
18408	Ronak	Parikh	Bolster Hardware, LLC	502 Rickman Rd	Livingston	TN	38570-6054	931-823-6471
18410	Ronak	Parikh	Bolster NQ Hardware, LLC	2121 S Roane St	Harriman	TN	37748-8651	865-882-2750
18412	Ronak	Parikh	Bolster NQ Hardware, LLC	1600 Harristown Rd	Monterey	TN	38574-3539	931-839-8922
18480	Ronak	Parika	Bolster NQ Hardware, LLC	606 N Chancery St	McMinnville	TN	37110-2054	931-473-4413
18530	J Thomas	Glenn	Elder's Ace Hardware of Murfreesbor	1807 Memorial Blvd	Murfreesboro	TN	37129-0562	615-893-3173
18543	Doli	Patel	KALKI Ace Partners LLC	3540 Murfreesboro Pike	Antioch	TN	37013-2210	615-280-1618
18610	Dan	Glei	FC Ace, LLC	3625 Parkway	Pigeon Forge	TN	37863-3811	865-453-4977
18698	J Thomas	Glenn	Elder's Ace Hardware of Smyrna, LLC	415 Nissan Dr	Smyrna	TN	37167-4303	615-459-4457
18726	Dan	Glei	FC Ace, LLC	232 W Broadway	Newport	TN	37821-2838	423-625-5900
18729	Thomas J	Glen	Elder's Ace Hardware of Spring City	441 Front St	Spring City	TN	37381-5197	615-459-4457
18792	Tracy	Worley	Houchens Food Group, Inc.	411 Highway 52 Byp E	Lafayette	TN	37083-1003	615-666-7276
888	Larry	Loessin	PEARLAND LUMBER CO. INC.	2027 N Main St	Pearland	TX	77581-3307	281-485-1474
1198	W	Lawther	DEER PARK LUMBER CO. INC.	1600 Center St	Deer Park	TX	77536-3508	281-479-2326
1266	Roy	Loggins	LOGGINS BUILDING AND HARDWARE INC.	713 Oak Ave	Highlands	TX	77562-2745	281-426-3516
1769	Terry	Ziegler	BIG Z LUMBER COMPANY INC.	7225 Cullen Blvd	Houston	TX	77021-5015	713-748-1730
1925	Brent	Dyson	M & D SUPPLY, INC.	4580 College St	Beaumont	TX	77707-3910	409-842-2731
2067	Michael Wayne	Rogers	ROGERS & ROGERS INC.	1013 S Goliad St	Rockwall	TX	75087-4309	972-771-2237
2897	Thomas A.	Degenhart	W - K AND K INC.	14307 Ranch Road 12	Wimberley	TX	78676-6208	512-847-2356
2961	Carla J	Munn	MUNN'S INC.	112 S Hovey St	Boyd	TX	76023	940-433-2322
3061	Louis	Stone	STONE'S HOMECENTER, INC	1502 S Gaston St	Crane	TX	79731-3817	432-558-2081
3090	Curtis	Buchanan	BUCHANAN BROTHERS INC.	1200 Packing House Rd	Graham	TX	76450-3821	940-549-4612
3095	Karen	Keith	KEITH PROPERTIES, INC.	1424 Hewitt Dr	Waco	TX	76712-8493	254-666-2520
3212	Robert R	Mc Intyre	MLCO, LTD.	113 N Saint Marys St	Falfurrias	TX	78355-3601	361-325-2571
3326	Allan	Ritter	TRIPLE R BROTHERS, LTD	2004 Highway 365	Nederland	TX	77627-5504	409-727-0231
3553	Ralph	Hughes	2B 2E, INC.	1410 W US Highway 84	Fairfield	TX	75840-3308	903-389-2152
3677	Brad	Childs	CHILDS MFG. & SUPPLY INC	3704 N 16th St	Orange	TX	77632-4629	409-886-4600
3741	Paul	Casares	FARMERS GIN COMPANY OF POTH, TEXAS	209 W Westmeyer	Poth	TX	78147	830-484-2163
3807	James	Anderle	ANDERLE LUMBER CO., INC.	1300 W 4th St-Hwy 36 W	Cameron	TX	76520	254-697-2251
3825	Joseph	Borski	AL'S HANDY HARDWARE	224 Aldine Mail Rd	Houston	TX	77037-1612	281-445-8640
3868	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	4652 E University Blvd	Odessa	TX	79762-8104	432-368-7421
3874	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	1004 Andrews Hwy	Midland	TX	79701-3919	432-694-6626
3878	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	1821 Knickerbocker Rd	San Angelo	TX	76904-5553	325-942-6602
3882	W	Lawther	DEAN LAWOTHER, LTD.	1637 E Main St	League City	TX	77573-4148	281-332-9351
4551	Randy	Curtis	HEIGHTS LUMBER & SUPPLY, INC.	602 West F.M. 2410	Harker Heights	TX	76548	254-699-3491
4635	Windol	Robbins	BOWIE LUMBER CO. INC.	602 W Wise St	Bowie	TX	76230-4724	940-872-2216
4865	Allan	Ritter	TRIPLE R BROTHERS, LTD	1050 Sabine Street	Hemphill	TX	75948	409-787-2485
5038	Daniel	Pawlik	FRIO FARM & RANCH & ACE HARDWARE	1518 N Oak St # 81	Pearsall	TX	78061-3419	830-334-8707
5167	Sagness	Girouard	GIROUARD'S INC.	626 W 2nd St	Freeport	TX	77541-5763	979-233-4211
5178	Steve	Herren	HARRIS LUMBER & HARDWARE, INC.	1515 E Fm 700	Big Spring	TX	79720-4951	432-267-6355

ACTIVE MEMBER STORES AS OF DECEMBER 31, 2023

1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
5271	Jarrell D	Dowell	The Dowell Company, Inc.	1491 W South Loop	Stephenville	TX	76401-5140	254-965-5120
5522	Dolores	Fickle	ACE HOME IMPROVEMENT, INC	2607 W Ranch Road 1431	Kingsland	TX	78639-6004	325-388-4526
5534	Joseph	Jeffries	WESTLAKE HARDWARE, INC	1705 W Park Row Dr	Arlington	TX	76013-3504	817-461-5803
5568	Thomas	Brown	BROWN VENTURES, INC.	5230 Highway 6 N	Houston	TX	77084-1955	281-463-8681
5595	Ali	Haize	HARDWARE CITY INC.	14455 Memorial Dr	Houston	TX	77079-6736	281-496-2113
5648	Karen	Keith	KEITH PROPERTIES, INC.	927 N Avenue G	Clifton	TX	76634-1013	254-675-6513
5805	Eugene	Harrison	STOWE LUMBER COMPANY, LLC	800 S 1st St	Crockett	TX	75835-2611	936-544-2138
5833	Edward	Porter	Porter's Ace Hardware, Inc.	710 Main St	Palacios	TX	77465-5232	361-972-5222
5883	Vernon	Hord	Crosby Hardware, Inc.	5419 S Main St	Crosby	TX	77532-5877	281-328-2555
6564	Robert	Archer	RMA ENTERPRISES INC.	1404 W Wilson St	Borger	TX	79007-4420	806-273-6261
6588	Michael L.	Bailey	TRI-CITY SURPLUS, INC.	1620 Broadway Ave	Gladewater	TX	75647-5040	903-845-5787
6602	Karen	Keith	KEITH PROPERTIES, INC.	701 E Hwy 31	Hubbard	TX	76648	254-576-2076
6662	Jaime	Vargas	VARGAS HARDWARE AND SUPPLY INC.	439 Commercial St	Eagle Pass	TX	78852-4533	830-773-3811
6671	Karen	Keith	KEITH PROPERTIES, INC.	408 W McGregor Dr	Mc Gregor	TX	76657-1225	254-840-2834
6694	Tim	Hutcheson	METRO FEED & HARDWARE, INC.	4415 Gus Thomasson Rd	Mesquite	TX	75150-2231	972-681-4418
6734	H. Hays	Lindsley	HIGGINBOTHAM-BARTLETT CO. OF NEW ME	2109 25th St	Snyder	TX	79549-2309	325-573-3579
6736	H. Hays	Lindsley	HIGGINBOTHAM-BARTLETT CO. OF NEW ME	115 S Main St	Andrews	TX	79714-7122	432-523-2638
6778	Kirit	Patel	AVNI CORPORATION	1503 Gessner Dr	Houston	TX	77080-7503	713-464-0349
6789	Jim	Ward	CASHWAY WEST INC.	2601 W County Rd N	Odessa	TX	79763	432-333-3137
6869	Sarah	Mc Donald	Sarah McDonald	309 Jacob St	Timpson	TX	75975	936-254-2552
6965	Jimmy	Harding	WALKER COUNTY HARDWARE, INC.	1006 11th St	Huntsville	TX	77340-3964	936-295-7751
7281	Russell	Kemp	GIBSON PRODUCTS CO. OF KERVILLE, IN	111 W Main St	Kerrville	TX	78028-5217	830-257-3511
7351	James	Allen Jr	THE J.B. ALLEN CO., INC	2005 S Highway 83	Crystal City	TX	78839-4505	830-374-3618
7541	Bill	Murff	MURFF ENTERPRISES, INC	11655 Jones Rd	Houston	TX	77070-5903	281-469-8020
7666	Khandoo	Nagar	MISTRY, INC.	7331 Gaston Ave Suite 120	Dallas	TX	75214-4131	214-821-5680
7712	Gordon	Meyer	RANCH EQUIP. & HARDWARE, INC.	302 N Front	Cotulla	TX	78014-2131	830-879-2223
7983	Brian	Mozisek	D&D HARDWARE, APPLIANCE & SERVICE C	3611 W State Highway 71	La Grange	TX	78945-5145	979-242-5146
8004	David	Doyle	Sunset Ridge Home & Hardware, LLC	6438 N New Braunfels Ave	San Antonio	TX	78209-3827	210-930-1717
8108	Morris	White	SEMI-EAGER, INC	504 E Main St	Eastland	TX	76448-2909	254-629-3373
8130	A	Luke	A.F. LUKE ENTERPRISES, INC	115 N Main St	Muenster	TX	76252	940-759-2296
8164	Charles	Richerson	T & C HARDWARE INC.	5533 Jacksboro Hwy	Fort Worth	TX	76114-1607	817-626-3089
8206	Michael	Fleming	FLEMING LUMBER CO	209 W Elm St	Hillsboro	TX	76645-2044	254-582-8441
8257	Carl	Droemer	LEE COUNTY IRRIGATION, INC.	1120 County Road 208	Giddings	TX	78942-4700	979-542-2413
8265	Robin	Bledsoe	CASHWAY BUILDING MATERIALS, INC.	100 E South St	Leander	TX	78641-1729	512-259-3843
8339	Floyd	Brownlee	BROWNLEE HARDWARE CO., INC.	131 S Oak St	Pecos	TX	79772-3107	432-445-2813
8451	Mary Ann	Lewis	RAY L. LEWIS FARM & RANCH, INC.	310 NW 1st St	Morton	TX	79346-2506	806-266-5461
8517	Gladys	Schiel	SCHIEL ENTERPRISE INC.	40888 290 Business	Waller	TX	77484	936-372-9183
8709	Robert	Foster	FOSTER HARDWARE, INC	4400 Little Rd	Arlington	TX	76016-5631	817-478-4511
8885	Brian C	Franks	AGK, INC.	410 S Betty Ave	Monahans	TX	79756-4509	432-943-8163
8955	Michael L.	Bailey	TRI-CITY SURPLUS, INC.	1113 Us Highway 259 S	Daingerfield	TX	75638-6913	903-645-3942
8970	Martin	Soliz	DYLACK, INC.	10605 Leopard St	Corpus Christi	TX	78410-2602	361-241-7445
9022	John	Lautzenheiser	JOHN A. LAUTZENHEISER	13958 State Highway 16 N	Medina	TX	78055-3593	830-589-2320
9183	A	Luke	A.F. LUKE ENTERPRISES, INC	310 W Highway 82	Nocona	TX	76255-2620	940-825-3750
9255	Carl	Ivey	IVEY LUMBER SALES INC.	10230 Plano Rd	Dallas	TX	75238-1703	214-341-6570

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
9284	Walter	Schiel	SCHIEL ENTERPRISE INC.	2205 13th St	Hempstead	TX	77445-6646	979-826-3372
9405	Ora	Sullivan	ORA Q. SULLIVAN	211 W Bluff St	Woodville	TX	75979-5221	409-283-2231
9421	Robert	Eilers	BORDERLAND HARDWARE OF MERCEDES, IN	205 W 2nd St	Mercedes	TX	78570-2703	956-565-2181
9435	Kenneth	Biedermann	B L & H, INC.	1102 E Main St Ste B	Fredericksburg	TX	78624-4832	830-997-7611
9483	Bobby	Seidler	PARKER COUNTY GIBSON PRODUCTS, INC	411 S Main St	Weatherford	TX	76086-5201	817-594-8711
9659	Payne	Howard	ETACE, INC.	5438 Loop 500 E	Center	TX	75935-9634	936-598-2734
10061	Payne	Howard	ETACE, INC.	1400 Panola	Carthage	TX	75633	903-693-3222
10344	Morris	White	SEMI-EAGER, INC.	909 Conrad Hilton Blvd	Cisco	TX	76437-3437	254-442-2320
10567	Larry	Luedke	GATESVILLE DRUG COMPANY, LTD	2820 State Highway 36	Gatesville	TX	76528	254-865-6900
10629	Daniel	Langen	SALINE CREEK INVESTMENT CORPORATION	19671 State Highway 155 S	Flint	TX	75762-4616	903-825-7702
10713	Amy Elizabeth	Bradley	AMY ELIZABETH BRADLEY	119 E Avenue A	Seminole	TX	79360-3621	432-758-5876
10897	Charles	Brown	LAMPASAS BUILDERS MART, INC.	507 N Key Ave	Lampasas	TX	76550-1850	512-556-6291
10921	Michael L.	Bailey	TRI-CITY SURPLUS, INC	522 E Broad St	Mineola	TX	75773-2620	903-569-2911
11007	Brent	Dyson	M&D ACE PARTNERS, LLC	1230 N Main St	Vidor	TX	77662-3741	409-769-0281
11114	Walter	Schiel	SCHIEL ENTERPRISE INC.	501 Meyer St	Sealy	TX	77474-2711	979-885-7223
11143	Karen	Keith	KEITH PROPERTIES, INC.	122 Live Oak St	Marlin	TX	76661-2852	254-883-2531
11251	Ron	Merrill	PBL Ace Stores, LLC	1721 Spring Cypress Rd	Spring	TX	77388-3613	281-353-4421
11279	Roger	Lowe	PAY AND SAVE, INC.	8202 Slide Rd	Lubbock	TX	79424-3436	806-794-9728
11284	Karen	Keith	KEITH PROPERTIES, INC.	138 E Ovilla Rd	Red Oak	TX	75154-2446	972-515-8500
11361	Roger	Lowe	PAY AND SAVE, INC.	5725 19th St	Lubbock	TX	79407-2033	806-780-6745
11505	Wesley	Anderson	3W Hardware, Inc.	1101 S Ralls Hwy	Floydada	TX	79235-7911	806-983-3000
11543	Roger	Lowe	PAY AND SAVE, INC.	7528 W University Blvd	Odessa	TX	79764-8835	432-381-0096
11549	Karen	Keith	KEITH PROPERTIES, INC.	2210 S Bridge St	Brady	TX	76825-7442	325-597-2258
11683	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	4440 Basswood Blvd	Fort Worth	TX	76137-1501	817-503-7474
11702	Steve	Huser	MOORE'S HILL COUNTRY LUMBER, L.P.	112 Highway 39	Ingram	TX	78025-3296	830-367-4900
11793	Nona	Banks	NONA BETH BANKS	302 N Main Ave	Denver City	TX	79323-3242	806-592-2114
11819	Thomas	Degenhart	K AND D HOLDINGS, INC.	1150 FM 2673	Canyon Lake	TX	78133-4777	830-964-2797
11867	Brent	Dyson	M&D ACE PARTNERS, LLC	122 S Main St	Lumberton	TX	77657-7367	409-751-3600
11903	Roger	Lowe	PAY AND SAVE, INC.	401 W 2nd St	Clarendon	TX	79226	806-874-3164
12007	Joe King	Fultz	TURNER, PIERCE & FULTZ, INC	604 W Washington Ave	Navasota	TX	77868-2842	936-825-6441
12289	Roger	Lowe	PAY AND SAVE, INC	1204 W Wallace St	San Saba	TX	76877-4128	325-372-4191
14053	Renae	Jablonowski	JABLONOWSKI ENTERPRISES, INC.	465 S Denton Tap Rd	Coppell	TX	75019-3202	972-462-8668
14063	Allan	Ritter	TRIPLE R BROTHERS, LTD	379 Hwy 62	Buna	TX	77612	409-994-3587
14067	Roger	Lowe	PAY AND SAVE, INC	100 E Colonial Pkwy	Devine	TX	78016-1809	830-663-9584
14101	Roger	Lowe	PAY AND SAVE, INC.	406 E 7th St	Hereford	TX	79045-5426	806-364-1260
14131	Javier	Casas	CASAS BROTHERS MANAGEMENT LLC	2101 N US Hwy 83	Zapata	TX	78076-4036	956-765-6971
14161	Roger	Lowe	PAY AND SAVE, INC.	900 23rd St	Canyon	TX	79015-4646	806-655-7191
14320	Jack	Pizzitola	PATCO HARDWARE AND LUMBER, LP	222 W Willis St	Alvin	TX	77511-2346	281-331-5296
14339	Sani	Kheir	SANODEAN, LLC	316 S Highway 377	Pilot Point	TX	76258-4370	940-686-5311
14340	James	Myers	PASO DEL NORTE HARDWARE, LLC	2200 N Yarbrough Dr	El Paso	TX	79925-6300	915-591-6200
14389	Renae	Jablonowski	BRJ ENTERPRISES, LLC	1580 Keller Pkwy Ste 50	Keller	TX	76248-3621	817-482-1000
14404	Karen	Keith	KEITH PROPERTIES, INC.	201 S Frontage Rd	Lorena	TX	76655-9601	254-857-8010
14466	Bobby	Schultz	DD&B LLC	3411 Richmond Rd	Texarkana	TX	75503-0706	903-838-0059
14536	Steve	Huser	MOORE'S HILL COUNTRY LUMBER, L.P.	#1 Moore St	Del Rio	TX	78840	830-775-2433

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
14549	Roger	Lowe	PAY AND SAVE, INC	7708 Lohmans Ford Rd Bldg F	Lago Vista	TX	78645-4781	512-267-1738
14696	Joseph	Jeffries	WESTLAKE HARDWARE, INC.	2000 Matlock Rd	Mansfield	TX	76063-3800	817-473-0045
14697	Roger	Lowe	PAY AND SAVE, INC	111 Blanco	Blanco	TX	78606	830-833-0651
14731	Roger	Lowe	Pay and Save, Inc.	1212 Hall Ave	Littlefield	TX	79339-5109	806-385-1128
14739	Jeremy	Magnuson	MAGNUSON HARDWARE L.P.	105 W Edgewood Dr Ste101	Friendswood	TX	77546-3981	281-648-8200
14798	Joseph	Jeffries	Westlake Hardware, Inc.	4701 Colleyville Blvd	Colleyville	TX	76034-3934	817-514-9174
14827	Renae	Jablonowski	Jabo's Hardware, LLC	3548 S Hills Dr Ste 12	Fort Worth	TX	76109-2838	817-926-1789
14913	Allan B	Ritter	TRIPLE R BROTHERS, LTD	7420 Hwy 105	Beaumont	TX	77713-8760	409-842-5410
15158	Karen	Keith	KEITH PROPERTIES, INC.	213 Mill Creek Dr	Salado	TX	76571-5537	254-947-4008
15178	Priya	Amin	SIMRAN HOLDINGS, INC.	6860 Telephone Rd	Houston	TX	77061-2838	713-643-0623
15192	Robert B	Ozenbaugh	OZY INCORPORATED	9001 Spring Cypress Road	Spring	TX	77379-3030	281-251-0100
15229	Alan	Walter	W & B ASSOCIATES, LLC	4551 Sycamore School Rd	Fort Worth	TX	76133-7049	817-346-6800
15232	Rosemarie A.	Ellis	WESLACO BORDERLAND HARDWARE, LLC	300 S. Missouri Avenue	Weslaco	TX	78596-6016	956-968-2686
15239	Roger	Lowe	PAY AND SAVE, INC	405 US 281 So	Johnson City	TX	78636	830-868-4274
15263	Leslie	Bradshaw	LESLIE BRADSHAW, LLC	1812 SE 1st St	Mineral Wells	TX	76067-5600	940-325-5952
15298	Keith R	Zahar	GCM - THE BIG STORE INC.	2385 Hwy 87	Crystal Beach	TX	77650	409-684-2400
15442	Steve	Huser	MOORE'S HILL COUNTRY LUMBER, L.P.	2400 E Main St	Uvalde	TX	78801-4943	830-278-3344
15520	Philip M	Salemi	GULF COAST HARDWARE, LLC	2631 State Highway 35 N	Rockport	TX	78382	361-729-8600
15521	Philip M	Salemi	GULF COAST HARDWARE, LLC	301 Calhoun Plaza	Port Lavaca	TX	77979-2421	361-552-1918
15575	Roger	Lowe	PAY AND SAVE, INC.	1205 Oak St	Jourdanton	TX	78026-2137	830-769-2939
15583	Roger	Lowe	PAY AND SAVE, INC.	616 US Highway 181	Taft	TX	78390-2817	361-528-2921
15584	Dorothy	Alspaugh	RDOT, LLC	10860 Kuykendahl Rd	The Woodlands	TX	77381-2662	832-482-3063
15585	Roger	Lowe	PAY AND SAVE, INC.	9014 N State Highway 16	Poteet	TX	78065-4001	830-742-3358
15587	Roger	Lowe	PAY AND SAVE, INC.	803 E Gravis St	San Diego	TX	78384-2713	361-279-3395
15619	Daniel	Langen	SALINE CREEK INVESTMENT CORPORATION	612 Highway 31 West	Chandler	TX	75758	903-849-4100
15731	Keith	Jentsch	Hearne Ace Hardware, LLC	113 W 3rd St	Hearne	TX	77859-2501	979-279-3000
15745	Stephen	Braly	Braly Builders Supply Company, Inc.	420 W Palestine Ave	Palestine	TX	75801-7536	903-723-2179
15754	David C	Barker	BBCO, LLC	20700 State Highway 71 W	Spicewood	TX	78669-6129	512-369-3328
15761	Wylie	Dunn	Horseshoe Bay ACE Hardware, LLC.	9714 W FM 2147	Horseshoe Bay	TX	78657-5984	830-598-8900
15795	Samuel C	Bitner	Haskell Modern Way, Inc	1202 N Avenue E	Haskell	TX	79521-3628	940-864-2195
15854	Tom	Velasquez	Velasquez Group LP	1814 Bill Mack St	Shamrock	TX	79079	806-256-3266
15963	Roger	Lowe	Pay and Save, Inc	2021 E 8th St	Odessa	TX	79761-4203	432-337-2242
15965	Roger	Lowe	Pay and Save, Inc	833 S Dill St	East Bernard	TX	77435-8689	979-335-7322
16027	John W.	James	Brothers Hardware LLC	7989 Belt Line Rd	Dallas	TX	75248-5734	972-716-9587
16033	Oliver	Gonzales	LSOG, Inc.	601 E 2nd St	Big Lake	TX	76932-5317	325-884-2223
16119	Karen	Keith	Keith Properties, Inc.	9701 Salem Way	Waco	TX	76708	254-836-5263
16169	Robert J.	DuBose	Seven-D Farms, Inc.	300 N Hines St	Diboll	TX	75941-1604	936-829-0330
16196	Michael W	Powers	Powers Holdings, Inc.	559 Pin Oak Rd	Katy	TX	77494-1223	281-391-3437
16198	Michael W.	Powers	MKJHC Holdings, Inc.	11818 Mason Road	Richmond	TX	77406	281-342-5207
16225	Alan	Walter	66 Hardware, LLC	1429 W 1st Street	Justin	TX	76247	940-648-0099
16250	David	Schiel	Schiel Enterprise Inc.	1233 FM 109	New Ulm	TX	78950-2017	979-992-3342
16254	David C	Barker	BBCO, LLC	718 W 29th St	Austin	TX	78705-3666	512-474-6679
16256	David C	Barker	BBCO, LLC	3663 Bee Cave Rd	Austin	TX	78746-5392	512-328-3960
16261	Joseph	Jeffries	Westlake Hardware, Inc.	12895 Josey Lane STE 140	Dallas	TX	75234-8302	972-243-4329

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
16265	Dennis O	Stroebe	Stroebe Food Stores, Inc.	300 Loop 254	Ranger	TX	76470	254-647-1255
16284	John W.	Cook	Petroleum Wholesale, L.P.	10400 W Interstate 20 E	Midland	TX	79706-2665	432-563-0074
16309	Joseph	Jeffries	Westlake Hardware, Inc.	1116 W Main St	Lewisville	TX	75067-3426	469-528-6584
16351	Melissa	Mockros	KRM PROPERTIES, CO.	18409 Timber Forest Drive	Humble	TX	77346	281-446-2240
16352	Karen	Keith	Keith Properties, Inc.	525 N Main St	Belton	TX	76513-3071	254-613-4235
16423	Scott	Paine	Sanger Hardware Inc.	620 S Stemmons St	Sanger	TX	76266-9218	940-458-3033
16430	Michael	Hopfe	Fulshear Hardware LLC	8411 FM 359	Fulshear	TX	77441-6384	281-533-8571
16433	Dennis O	Stroebe	Dennis Stroebe Enterprises, Inc.	610 Hutchings Ave	Ballinger	TX	76821-5720	325-365-2415
16451	Windol W.	Robbins Jr.	Ace of Azle, LLC	505 N Stewart St	Azle	TX	76020-3237	817-270-5600
16467	Joseph	Jeffries	Westlake Hardware, Inc.	3044 Old Denton Rd	Carrollton	TX	75007-5016	972-695-2983
16489	Karen	Keith	Keith Properties, Inc.	9241 State Highway 6	Meridian	TX	76665	254-435-2251
16522	Eddie	Cappleman	Cappleman Enterprises, Inc.	408 E Pierce St	Luling	TX	78648	830-875-2485
16524	Eddie	Cappleman	Cappleman Enterprises, Inc.	643 W Main St	Yorktown	TX	78164-5291	361-564-2295
16527	Joseph	Jeffries	Westlake Hardware, Inc.	550 N Highway 175 Suite 108	Seagoville	TX	75159-1801	972-287-1515
16547	Roger	Lowe	Pay and Save, Inc.	102 South State Hwy 55	Rocksprings	TX	78880	830-683-2178
16549	Daniel V.	Meyer	DK Meyer Business LLC	1371 S Preston Rd	Celina	TX	75009-3810	214-851-2200
16608	Eddie	Cappleman	Cappleman Enterprises, Inc.	1310 TX - 230 Loop	Smithville	TX	78957	512-360-5156
16625	Steve	Neace	Grand Saline Lumber & Building Supp	1912 W Frank St	Grand Saline	TX	75140-2606	903-962-3861
16644	Brent	Dyson	M&D Ace Partners, LLC	3714 Avenue I	Rosenberg	TX	77471-3839	281-342-5458
16645	Brent	Dyson	M&D Ace Partners, LLC	11676 Beamer Rd	Houston	TX	77089-2349	281-481-6482
16646	Brent	Dyson	M&D Ace Partners, LLC	2422 Bay Area Blvd #A	Houston	TX	77058-1599	281-286-2400
16647	Brent	Dyson	M&D Ace Partners, LLC	13140 Louetta Rd	Cypress	TX	77429-5756	281-655-9990
16657	Amando	Pena Jr.	AD Mercantile LLC	219 E Expressway 83 Suite B	Sullivan City	TX	78595-2287	956-485-6080
16672	Randy	James	Randy James Hardware Inc.	106 Delwood Dr	Longview	TX	75605-3370	903-758-2131
16675	Kerri L.	Jacobs	TKJ Tribe Investment LLC	1414 Austin Ave	Brownwood	TX	76801-3649	325-646-0536
16721	Karen	Keith	Keith Properties, Inc.	303 N 4th St	Valley Mills	TX	76689	254-932-5150
16725	Dennis O.	Stroebe	Stroebe Food Stores, Inc.	700 W Central Ave	Comanche	TX	76442-2712	325-356-1483
16731	Gary Lee	Rowland	Kendal & Colleagues, LLC.	119 W Main Street	Knox City	TX	79529	940-658-3389
16742	Randolph A.	Scott	The Caelun Group, Inc.	2501 Texas Ave S, Suite B100	College Station	TX	77840	979-703-6058
16743	Luis	Ortega	Five Points Hardware, LLC	2873 Pershing Dr	El Paso	TX	79903-2423	915-444-8421
16744	Barry	Barker	Post Oak Hardware, Inc.	1115 Dildy Dr	Elgin	TX	78621-3210	512-281-2200
16751	Joseph	Jeffries	Westlake Hardware, Inc.	701 East Princeton Drive	Princeton	TX	75407	972-736-6330
16772	Jeffrey M.	Petersen	J & R Hardware LLC	23678 FM 1314 Rd	Porter	TX	77365-3712	832-401-5006
16803	Mike	Bailey	Lakeport Ace, LLC	5014 Estes Pkwy	Longview	TX	75603-0916	903-218-0670
16816	David C	Barker	BBCO, LLC	166 Hargraves, Suite B1	Austin	TX	78737	512-828-3510
16833	Windol W.	Robbins Jr.	Ace of Vernon, LLC	2806 Wilbarger St	Vernon	TX	76384-4570	940-552-5401
16843	Windol W.	Robbins Jr.	Wichita Falls Ace Hardware, LLC	4031 Sports St, Suite B	Wichita Falls	TX	76308-4437	940-696-2216
16896	Karen	Keith	Keith Properties, Inc.	102 S 1st St	Copperas Cove	TX	76522-2101	254-547-2131
16909	Philip M.	Salemi	Gulf Coast Hardware, LLC	4127 7th St	Bay City	TX	77414-4501	979-330-5055
16934	Faisal	Merchant	Clark Road Ace Hardware LLC	7586 Mountain Creek Pkwy	Dallas	TX	75249-1356	972-780-5513
16944	Don	Gilbreath	Lockhart Hardware LLC	518 W San Antonio St	Lockhart	TX	78644-2664	512-620-0151
16945	Ronald O.	Rehkopf	Rehkopf Enterprises, Inc.	707 W Main St	Clarksville	TX	75426-3619	903-609-3150
16963	Amando	Pena Jr.	AD Mercantile LLC	1308 N Flores	Rio Grande City	TX	78582	956-352-6269
16990	Karen	Keith	Keith Properties, Inc.	200 N Brazos St	Whitney	TX	76692-2430	254-694-3949

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
17050	Willaim A.	Horton	Asher Industries, Inc.	19380 Highway 105 W Ste 500 A	Montgomery	TX	77356-1984	936-582-5170
17055	Louis	Stone	Otho, Inc.	2433 Gus Thomasson Rd	Dallas	TX	75228-3006	469-317-7060
17084	Michale	Frogge	Lone Star GS Ventures, Inc.	1108 Fisher St	Goldthwaite	TX	76844	325-648-2515
17096	Michael W.	Powers	Powers Cinco Holdings Inc	1720 S Mason Rd	Katy	TX	77450-5919	281-392-5200
17100	Hammad	Choudhry	Kohinoor & BR Investment LLC	201 US - 77 Business	Yoakum	TX	77995	361-427-4040
17314	Michael	Havard	Michael Havard, SR., LLC	307 N Austin Pkwy	Brenham	TX	77833-3134	979-836-5607
17335	William Paul	Pastermack	Ace Hardware of New Boston LLC	407 N McCoy Blvd	New Boston	TX	75570-2307	903-314-5959
17337	Windol Wayne	Robbins Jr	Ace of Burkburnett LLC	401 E 3rd St	Burkburnett	TX	76354-3440	940-434-2216
17358	Andrew Eli	Kerman	Be The Ball, LLC	3789 Rayford Rd	Spring	TX	77386-3647	346-278-5080
17377	Joseph	Jeffries	Westlake Hardware, Inc.	1700 W Virginia St	McKinney	TX	75069-7864	972-542-5062
17425	Amando	Pena Jr.	AD Mercantile LLC	1533 E Grant St	Roma	TX	78584-8010	956-847-4067
17470	Elizabeth C.	Henson	APHHM, LLC	701 E Main St	Madisonville	TX	77864-2038	936-307-1333
17488	Darin	Hill	ABN Hardware Texas, Inc.	10600 N Loop Dr, Suite F	Socorro	TX	79927	915-300-1823
17508	Priya	Amin	League City Hardware LLC	1915 W League City Pkwy	League City	TX	77573-5138	281-316-9992
17523	Steven	Markham	Galaxy Hardware, Inc.	1602 Chico Hwy	Bridgeport	TX	76426-2207	940-394-3348
17532	David	Doyle	Sunset North Padre, LLC	15326 S Padre Island Dr	Corpus Christi	TX	78418-7701	361-949-3483
17534	David	Doyle	Sunset Mustang, LLC	1115 State Highway 361 STE A	Port Aransas	TX	78373	361-749-2004
17554	Karen	Keith	Keith Properties, Inc.	2950 Williams Dr	Georgetown	TX	78628-2702	512-863-4505
17571	Kiran Lalani	Bardai	Galena Park Ace Hardware LLC	1401 Holland Ave	Galena Park	TX	77547-2537	832-740-4940
17620	David	Ford	Family Hardware, Inc.	1400 9th St	Marble Falls	TX	78654-4940	830-693-5566
17651	Mansoor	Ali	Ace Hardware Plano Inc	910 W Parker Rd Suite 100	Plano	TX	75075	469-431-2231
17670	Caroline	Van Marcke	Van Marcke Trade Supply of Texas, L	715 W Lamar Blvd	Arlington	TX	76012	817-538-5473
17677	Tracy	Stephens	TP Stephens LLC	850 N Beaulah St	Hawkins	TX	75765-3372	903-613-2231
17687	John	Dunlap	CC Grace, Inc	3375 Thousand Oaks	San Antonio	TX	78247-3320	210-745-2700
17692	Mohammad	Bhuiyan	ELCF, Inc.	500 N Main	La Feria	TX	78559	956-797-1013
17710	Alfonso	Montalvo	Dial Hardware, L.C.	206 Marcos Hinojosa Ave	Hebbronville	TX	78361-3614	361-527-3262
17724	Charles	Richerson	BS Hardware, LLC	3177 Denton Hwy	Ft Worth	TX	76117-3713	817-831-6451
17761	Raul	Ordaz	Canutillo Hardware Operations, LLC	7181 Doniphan Dr	Canutillo	TX	79835-6002	915-877-7355
17769	Windol Wayne	Robbins Jr	Ace of Iowa Park LLC	200 W Bank St	Iowa Park	TX	76367-1622	940-592-4681
17781	Dennis O	Stroebe	Stroebe Food Stores, Inc.	8402 South FM 707	Abilene	TX	79602	325-704-2670
17798	Philip M	Salemi	Gulf Coast Hardware, LCC	5201 N Navarro St	Victoria	TX	77904-1759	361-237-3211
17803	Jose Samuel	Salinas	Ace Hardware Pampa, LLC	1215 N Hobart St	Pampa	TX	79065-4605	806-665-0723
17810	Wesley	Anderson	3W Hardware, Inc.	3210 Olton Rd	Plainview	TX	79072-6628	806-429-7457
17824	Linda	Durham	All Seasons Ace LLC	12764 Interstate 45 N	Willis	TX	77378-6986	936-755-4440
17830	John W	Cook	Petroleum Wholesale, L.P.	45950 Interstate 10	Winnie	TX	77665-9096	409-296-2183
17839	Kathleen	Labadie	Labadieland LLC	9459 Benbrook Blvd	Benbrook	TX	76126	817-230-4826
17845	Roger	Lowe	Pay and Save, Inc.	2000 Antonio St	Anthony	TX	79821-7147	915-886-2155
17849	Renae	Jablonowski	BNR Store 4, LLC	1201 Precinct Line Rd	Hurst	TX	76053-4226	817-282-3428
17926	Faisal	Mechant	Denison Ace Hardware LLC	815 W Crawford St	Denison	TX	75020-4456	903-337-1025
17931	Larry	Strunk	The Brazos Mercantile Co.	2840 Village Rd	Granbury	TX	76049-4192	817-886-7301
17939	Renae	Jablonowski	BNR Store 5, LLC	8505 Lakeview Pkwy	Rowlett	TX	75088-9305	469-224-0468
17973	Andrew	Kerman	All Star 2 LLC	10226 FM 1488	Magnolia	TX	77354-4757	346-518-0911
17974	Melissa	Mockros	K and M Hardware of Kingwood, LLC	4540 Kingwood Dr	Kingwood	TX	77345-2600	281-913-5565
17990	Michael	Dezaiffe	Dezaiffe Enterprises, Inc.	222 S Center St	Grand Prairie	TX	75051-1723	972-262-4665

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
17994	Michael	Dezaiffe	Dezaiffe Enterprises, Inc.	922 E Park Row Dr	Arlington	TX	76010-4507	817-548-9292
17995	Alan	Walter	DC Hardware, LLC	912 W University Dr	Denton	TX	76201-1893	940-566-1666
18032	Faisal	Merchant	Commerce Ace Hardware LLC	2204 Live Oak St B	Commerce	TX	75428-2405	903-246-3150
18048	Don Rodney	Joe	4 Square Hardware, LLC	1200 S Washington St	Kaufman	TX	75142-2957	972-932-2787
18053	Jace	Mattinson	Higginbotham Bros. & Co., LLC	288 W 2nd St	Colorado City	TX	79512-6002	325-728-2648
18054	Jace	Mattinson	Higginbotham Bros. & Co., LLC	1305 S Rice St	Hamilton	TX	76531-5000	254-386-2323
18055	Jace	Mattinson	Higginbotham Bros. & Co., LLC	1210 E Broadway St	Sweetwater	TX	79556-4720	325-235-2542
18056	Jace	Mattinson	Higginbotham Bros. & Co., LLC	1001 E Milam St	Mexia	TX	76667-2502	254-472-4000
18058	Jace	Mattinson	Higginbotham Bros. & Co., LLC	12500 W Hwy 29	Liberty Hill	TX	78642-4733	254-329-7010
18061	Jace	Mattinson	Higginbotham Bros. & Co., LLC	530 E Main St	Midlothian	TX	76065-3309	972-723-5665
18064	Jace	Mattinson	Higginbotham Bros. & Co., LLC	1400 S Commercial Ave	Coleman	TX	76834-5014	325-625-2124
18070	Hammad A	Choudhry	Ace Hardware Schulenburg LLC	210 Heinrich Street	Schulenburg	TX	78956-1618	979-743-7077
18075	Laurie	Birko	YBH Enterprises, Inc.	6743 Camp Bowie Blvd	Fort Worth	TX	76116-7112	817-900-3354
18076	Jacob	Fletcher	Fletcher's Hardware, LLC	512 W FM 120	Pottsboro	TX	75076-7478	903-419-1040
18082	Jeremy	French	Main Street Hardware Ennis, LLC	201 SW Main St	Ennis	TX	75119-4762	972-875-2721
18090	Javier	Casas	L&J Casas Investments, LLC	3402 Lomas Del Sur Blvd	Laredo	TX	78046	956-462-5444
18101	John	Lott	Lott Sales Company, Inc.	800 Avenue F NW	Childress	TX	79201-3516	940-937-2002
18121	David C	Barker	BBCO, LLC	13450 Research Blvd	Austin	TX	78729	512-852-9300
18133	Brent	Dyson	M&D Ace Partners, LLC	11916 Hwy TX-62	Orange	TX	77632	409-233-5083
18145	Bobby	Bright	Builders Supply LLC	108 S Ave A	Kermit	TX	79745-4400	432-586-6618
18152	Richard	Lockley	Wharton Feed & Supply, L.L.C.	3030 N Richmond Rd	Wharton	TX	77488-2008	979-532-8533
18155	Bobby	Bright	Bright's Bible Hardware LLC	333 Walnut St	Abilene	TX	79601-5919	325-673-8301
18173	Karen	Keith	Keith Properties, Inc.	402 Church Ave	Troy	TX	76579-2705	254-566-9355
18177	Roger	Lowe	Pay and Save, Inc.	17255 1-35	Dilley	TX	78017	830-965-1211
18189	Roger M.	Yale	R2 ACE LLC	4016 Nautical Cv	Little Elm	TX	75068-3109	000-000-000
18317	K Kyle	Biedermann	Harper Feed and Hardware LLC	897 S Ranch Road 783	Harper	TX	78631-2029	830-864-4609
18353	Chris	Chisholm	CFLI Hardware LLC	4705 S Western St	Amarillo	TX	79109-5949	806-322-3449
18430	Greg	Shifflett	Roosters Paint & Hardware, LLC.	300 West Palm Valley	Round Rock	TX	78664-4235	512-294-2746
18434	Jay	Desai	D2J Hardware LLC	2100 W Dickinson Blvd	Fort Stockton	TX	79735-4102	432-336-3070
18436	Bobby	Burk	Burk & Burk, LLC	18450 Blanco Rd	San Antonio	TX	78258-4050	210-236-5914
18450	Ali	Virani	Garland Ace Hardware LLC	1418 W Buckingham Rd	Garland	TX	75042-4201	214-440-2989
18485	Brent	Dyson	M&D Ace Partners, LLC	108 N Washington Ave	Cleveland	TX	77327-3912	281-710-7115
18547	Bobby	Bright	Van Alstyne Hardware LLC	330 E Van Alstyne Parkway PO Box 20	Van Alstyne	TX	75495-2057	903-482-4084
18549	Roger	Lowe	Pay and Save, Inc.	1119 E 1st St	Dumas	TX	79029-3337	806-935-9215
18566	Karen	Keith	Keith Properties, Inc.	214 Walnut St	Hico	TX	76457-3205	254-795-1745
18567	Dennis O	Stroebe	Stroebe Food Stores, Inc.	903 Commercial Ave	Anson	TX	79501-3401	325-823-2004
18573	Chris	Chisholm	CFLI Hardware LLC	602 Clubview Dr	Levelland	TX	79336-6314	806-894-6714
18587	Greg	LaFountain	G&L General Store	118 E Weaver Ave	Alvarado	TX	76009-4374	817-402-5150
18593	Gladys	Schiel	Schiel Enterprise Inc.	513 E Main St	Bellville	TX	77418-1531	979-865-3674
18623	Kathleen	LaBadie	Labadieland LLC	4951 E Interstate 20 Frontage Rd.	Willow Park	TX	76087	817-457-6000
18625	Mansoor	Ali	Ace Hardware Irving Inc	1105 W 6th St	Irving	TX	75060-3877	469-706-7774
18660	Eddie	Cappleman	Cappleman Enterprises, Inc.	200 Glen Flora Rd	Eagle Lake	TX	77434-2857	830-875-2485
18695	Hammad	Choudhry	Columbus Investment, LLC	2565 State Hwy 71	Columbus	TX	78934-9206	361-427-4040
18704	Kiran Lalani	Bardai	PK Rumisha LLC	9320 Highway 6	Missouri City	TX	77459-5131	000-000-000

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
18740	Keith	Bassett	Keith Bassett And Mark Bassett	2002 Broadway St	Galveston	TX	77550-4636	409-762-9292
18760	Jimmy	Day	Daystar Hardware, LLC	605 Landon Ridge	San Antonio	TX	78253	000-000-000
18771	Jack	Pizzitola	Bacliff Ace, LLC	607 Grand Ave	Bacliff	TX	77518-2228	281-339-1531
18783	James W.	Gilfillan Jr.	Gilfillan, Inc.	1440 W 7th Ave	Corsicana	TX	75110-6369	903-872-5053
18813	Jack	Pizzitola	Uvalde Ace LLC	1205 Uvalde Rd	Houston	TX	77015-3707	713-453-5473
19013	Leslie	Bradshaw	PK Supply, LLC	1740 Park Rd. 36 #4573	Graford	TX	76449-4573	940-779-2929
19090	Christopher	Taylor	World's Finest Nuts, LLC	1361 S Main St, Ste 500	Boerne	TX	78006-2837	830-446-2545
19091	Rick	Tapp	RL Capital Ventures Inc	18020 FM 529 Rd	Cypress	TX	77433-1168	281-855-6801
1044	Lyle	Larsen	LARSENS ACE HARDWARE INC.	1155 S Highway 118	Richfield	UT	84701-3116	435-896-8455
1838	Dirk	Labrum	THE DIRK LABRUM CO., INC.	690 W Main St	Vernal	UT	84078-2408	435-789-5071
2596	Jason	Hurst	Hurst Stores Incorporated	160 N Bluff St	Saint George	UT	84770-4549	435-673-6141
3961	Curtis	Anderson	RASMUSSEN FURNITURE & HARDWARE, INC	435 S Main	Gunnison	UT	84634	435-528-7513
4097	Kenneth	Turner	TURNER LUMBER OF MOAB, INC.	237 N 100 W	Moab	UT	84532-2326	435-259-5165
4954	Bruce	Curtis	COURTESY HARDWARE	126 E Main St	Delta	UT	84624-8497	435-864-2784
5664	Craig James	Smith	SMITH & EDWARDS COMPANY	3936 N Highway 126	Ogden	UT	84404	801-731-1120
5738	Julie	Hurst	HURST COMPANY	165 S Main St	Cedar City	UT	84720-3338	435-865-9335
7000	Buck	Hurst	HURST SALES CORPORATION	489 W State St	Hurricane	UT	84737-1969	435-635-4449
7301	David	Turner	FSTSG CORPORATION	565 E Main St	Vernal	UT	84078-2701	435-789-3581
7339	David	Turner	FSTSG CORPORATION	300 E Lagoon St	Roosevelt	UT	84066-2800	435-722-3301
7399	Fred	Hale	Colonial Building Supply, L.L.C.	530 N 400 W	Centerville	UT	84014-1301	801-295-9471
8656	Alan	Roper	ROPER LUMBER COMPANY	95 N Main St	Fillmore	UT	84631-4507	435-743-5194
9314	Steve	Allred	ALLRED'S ACE HARDWARE, INC.	330 S Main St	Pleasant Grove	UT	84062-2635	801-785-2221
10210	Michael	Roueché	ROUECHE'S HARDWARE, INC.	135 W 320 N	Kaysville	UT	84037-1136	801-546-2689
10418	Patrick	Jones	P.C. JONES, INC.	195 E Main	Castle Dale	UT	84513	435-381-2421
10504	Mark	Stewart	STEWART INVESTMENTS, INC.	245 W Highway 40	Roosevelt	UT	84066-3710	435-722-0510
11772	Julie	Hurst	HURST COMPANY	612 E 400 S	Salt Lake City	UT	84102-2804	801-364-6567
14132	Julie	Hurst	HURST COMPANY	737 S Main St	Heber City	UT	84032-2402	435-654-0530
14654	Bryant	Curtis	TREMONTON HARDWARE, L.L.C.	250 E Main St	Tremonton	UT	84337-1602	435-257-5034
14780	Mark	Ridley	Ridley's Family Markets, Inc.	780 E Main St	Hyrum	UT	84319-1403	435-245-4455
14886	Steven G	Allred	Allred's Ace Hardware Lone Peak, In	5353 Parkway East Dr	Highland	UT	84003-3866	801-763-2221
15224	Penney	Riches	MELON VINE FOOD STORES, INC.	330 E Main St	Green River	UT	84525	435-564-6562
15309	Denis	Tanner	KAMAS HARDWARE, INC.	192 W 200 S Unit A	Kamas	UT	84036-9099	435-783-2331
15388	John R	Stokes	STOKES SALEM INC.	795 N State Road 198	Salem	UT	84653-5665	801-722-9419
15411	Weston	Winegar	Winegars' Super Markets, Inc.	1080 W 300 N	Clearfield	UT	84015-8732	801-774-9000
15433	Kent M	Beckstrom	BC 220 LLC	220 N Main St	Brigham City	UT	84302-2120	435-723-3999
15497	Moldenhauer	Daniel	MMDA, LLC	537 North Bear Lake Blvd	Garden City	UT	84028	435-946-2279
15794	Frederick L	Hale	Colonial Building Supply, L.L.C.	380 E Pages Ln	Centerville	UT	84014-2544	801-292-1471
15820	Mark	Ridley	Ridley's Family Markets, Inc.	4045 E Pony Express Pkwy	Eagle Mountain	UT	84005-5512	801-789-4995
15886	Dallin	Redd	REDD, INC.	82 S Main St	Blanding	UT	84511-3741	435-678-2228
16061	Jaret	Gordon	Gordon's Hardware, Inc.	84 E Utah Ave	Payson	UT	84651-2257	801-465-3722
16135	Steven A	Tanner	Provo Hardware, L.C.	1334 N State St	Provo	UT	84604-2419	801-616-3091
16286	Jonathan	Badger	Badger Hardware LLC	894 S Main St	Smithfield	UT	84335-2302	435-754-7575
16589	Steven A.	Tanner	Canyon Creek Hardware, Inc.	888 N 600 E	Spanish Fork	UT	84660-1312	385-200-5940
16597	Jeff	Niederhauser	JJ Nieder, Inc.	6249 S Highland Dr	Salt Lake City	UT	84121-2125	801-666-7513

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
16609	Phillip Ray	Child	P R Child, Inc.	2556 N 400 E	North Ogden	UT	84414-7243	801-823-2514
16642	Craig James	Smith	Smith And Edwards Company	9010 S Redwood Rd	West Jordan	UT	84088-6505	801-432-8370
16688	S. Neal	Berube	Macey's Inc.	5664 S 900 E	Murray	UT	84121-1073	801-747-0639
16704	Gf (Buck)	Hurst	Hurst Sales Corporation	607 S Mall Drive	Saint George	UT	84790	435-673-1659
16730	S. Neal	Berube	Macey's, Inc.	1206 E Draper Pkwy	Draper	UT	84020-9097	801-545-8928
16740	S. Neal	Berube	Macey's Inc.	10303 S 1300 E	Sandy	UT	84094-4681	801-327-0108
16900	Jonathon	Badger	Badger Hardware LLC	763 N Redwood Rd Ste 100	North Salt Lake	UT	84054-2832	385-399-3662
16976	Mark	Stewart	Stewart Hardware, L.L.C.	13342 S 5600 W	Herriman	UT	84096-6789	801-890-4451
17063	Richard	Reese	Standard Plumbing Supply Company, I	3915 W 4700 S	Taylorsville	UT	84129-3452	385-297-8196
17388	John P.	Harris	J&M Harris Investments, Inc.	3438 Bengal Boulevard	Salt Lake City	UT	84121	801-683-0383
17423	Jaret	Gordon	Gordon's Hardware Edgemont Inc	3067 N Canyon Rd	Provo	UT	84604-3920	801-874-2455
17454	Robert D.	Obray	Macey's Inc.	3981 S Wasatch Blvd	Salt Lake City	UT	84124-2247	801-424-1414
17546	Bruce	Curtis	Legacy Hardware, Inc.	159 N Main St	Panguitch	UT	84759-0382	435-676-8722
17619	Steven D.	Strand	Strand Ag Supply	15 E 1900 S Feed Mill Road	Moroni	UT	84646	435-436-8225
17635	Scott	Hymas	Santaquin Market, Inc.	110 North 400 E	Santaquin	UT	84655	801-925-4065
17679	Ben E	Banks	Six D Hardware Group, LLC	385 S Main St	Ephraim	UT	84627-1315	435-283-4000
17773	Richard	Reese	Standard Plumbing Supply Company, I	1890 S Redwood Rd	Salt Lake City	UT	84104-5111	801-977-8100
17847	Jaret K.	Gordon	Gordon's Hardware Nephi, LLC	1174 N Main	Nephi	UT	84648-1008	435-610-2444
17874	Steven G	Allred	Allred's Ace Hardware Orem, Inc.	1550 N State St	Orem	UT	84057-2548	385-330-2221
17917	Roy	Barrus	Beaver Mountain Partners, LLC	1627 N Hwy 357	Beaver	UT	84713-8012	435-438-5454
17920	Gf Buck	Hurst	Buck's Ace Santa Clara LLC	2220 Rachel Drive	Santa Clara	UT	84765	435-673-3393
18020	Jason	Hurst	Hurst Company	477 N 300 W	Salt Lake City	UT	84103-1220	385-297-7670
18136	Steven Brent	Helm	Raising Helm, LLC	7101 S Redwood Rd	West Jordan	UT	84084-3422	385-529-0196
18266	Mark	Ridley	Ridley's Family Markets, Inc.	1557 E Eagle Mountain	Eagle Mountain	UT	84005	801-789-4448
18310	Stuart J.	Telford	Telford Venture Holdings LLC	4291 Harrison Blvd	Ogden	UT	84403-3101	801-452-6010
18366	Darin	Peirce	Associated Retail Operations, Inc.	3151 Kilby Rd	Park City	UT	84098-8309	435-645-7945
18443	Blane	Smith	Morgan Value, Inc.	265 N State St	Morgan	UT	84050-9569	801-829-4144
18475	Sherwood N.	Bracken	Bracken Farms, Inc.	591 E Main St	Enterprise	UT	84725	435-878-2251
2479	Carlton	Cutchins	C.L. CUTCHIN JR. INC.	1100 Armory Dr Ste 101	Franklin	VA	23851-2457	757-562-3560
2957	Royce	Rieve	CHESTERFIELD TRADING CO. INCORPORAT	9501 Jefferson Davis Hwy	Richmond	VA	23237-4623	804-275-7848
3082	Harrison W	Phillips Sr	JAXON'S INC.	24270 Bennett St	Parksley	VA	23421-2931	757-665-5023
3927	Marshall	Cook	GLOUCESTER SUPPLY INC.	2384 Hayes Rd	Hayes	VA	23072-3516	804-642-5300
4120	Albert	Bonney	ACE OF KEMPSVILLE INC.	5168 Singleton Way	Virginia Beach	VA	23462-4230	757-499-7616
4298	William	Gravatt	G & G MILFORD FARM SERVICE, INC.	17434 Gravatt Rd	Milford	VA	22514-2128	804-633-6690
4776	Wj	Mills	ANGLE HARDWARE CO. INC.	330 Franklin St	Rocky Mount	VA	24151-1611	540-483-5270
4980	John	Digges	Lakewood Ace Corporation	3531-33 Tidewater Dr	Norfolk	VA	23509-1355	757-624-1795
5657	Nancy	Fisher	ALLISON'S HOME IMPROVEMENT AND	3010 Northumberland Hwy	Lottsburg	VA	22511-2716	804-529-7578
6155	William H	Jones	JONES WELDING CO.	7545 Highway Fifty Eight	Clarksville	VA	23927-3019	434-374-8629
7269	John T	Deaver	JTD, Incorporated	210 Monticello Ave	Williamsburg	VA	23185-2815	757-229-1900
7787	J	Cahill	CAHILL, INC.	1558 Fairystone Park Hwy	Stanleytown	VA	24168-3044	276-629-2595
8473	Jeremy	Ream	DEAN HOME CENTER, INC.	300 S Stuart Ave	Elkton	VA	22827-1534	540-298-9144
8719	Charles E	Vaughan	E.E. VAUGHAN & SON, INC.	200 Meredith St	Lawrenceville	VA	23868-1821	434-848-4124
8793	Casey	Adams	KENBRIDGE SUPPLY COMPANY, INC.	311 Broad Street #846	Kenbridge	VA	23944-2149	434-676-3555
8942	Sonny	Tudor	TUDORS HARDWARE, INC.	1642 A Sparrow Rd	Chesapeake	VA	23325-4028	757-366-9506

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
9171	John T	Deaver	JTD, Incorporated	4511 John Tyler Hwy Ste L	Williamsburg	VA	23185-2415	757-220-9362
9745	Sarah	Pitkin	DALE CITY HARDWARE, INC	4340 Dale Blvd	Dale City	VA	22193-2402	703-670-2139
10562	Robert B	Traweek	ASHLAND HARDWARE, INC.	105 N Washington Hwy	Ashland	VA	23005-1621	804-798-2231
10627	Sarah	Pitkin	WOODBINE HARDWARE, INC	13418 Dumfries Rd	Manassas	VA	20112-4746	703-791-7855
11070	Bill	Miller JR	MILLER HARDWARE, INC.	208 Centre Dr	Stephens City	VA	22655-2966	540-869-5700
11610	John T	Deaver	JTD, Incorporated	12490 Warwick Blvd	Newport News	VA	23606-3000	757-594-9890
11905	J Michael	Cottingham	ROMMEL HOLDINGS, INC.	4102 Lankford Hwy	Exmore	VA	23350-2644	757-442-4900
12148	Barry	Spain	BHS, INC.	3671 S Crater Rd	Petersburg	VA	23805-9207	804-861-6700
12217	Norman	Wenger	ROCKINGHAM COOPERATIVE FARM BUREAU,	1030 S High St	Harrisonburg	VA	22801-1604	540-434-9967
12219	Norman	Wenger	ROCKINGHAM COOPERATIVE FARM BUREAU,	1000 W Broad St	Waynesboro	VA	22980-4323	540-949-8229
14102	Deborah	Ream	DEAN HOME CENTER, INC.	203 3rd St	Grottoes	VA	24441-1526	540-249-5303
14226	John T	Deaver	JTD, Incorporated	2098 Nickerson Blvd	Hampton	VA	23663-1058	757-850-0544
14915	Michael J	Cottingham	ROMMEL HOLDINGS, INC.	6735 Maddox Blvd	Chincoteague	VA	23336-2253	757-336-5808
15122	Craig	Smith	SMITH BROTHERS HARDWARE INC.	10310-B Main St	Fairfax	VA	22030-2410	703-359-4703
15346	Norman	Wenger	ROCKINGHAM COOPERATIVE FARM BUREAU,	601 N Main Street	Bridgewater	VA	22812-1629	540-828-2561
15542	Norman	Wenger	ROCKINGHAM COOPERATIVE FARM BUREAU,	110 Wilson Ave	Monterey	VA	24465	540-468-2450
15544	Norman	Wenger	ROCKINGHAM COOPERATIVE FARM BUREAU,	368 5th Ave	Timberville	VA	22853-9509	540-896-7017
15577	Graylend T	Horn	NORTHERN NECK ACE, LLC	96 School St	Kilmarnock	VA	22482	804-435-1242
15588	Norman	Wenger	ROCKINGHAM CO-OPERATIVE FARM BUREAU	335 W Spring St	Woodstock	VA	22664-1215	540-459-2172
15757	James R	Megahan	JCRM Incorporated	114 Crofton Pl	Palmyra	VA	22963-3300	434-591-0670
15839	John T	Deaver	JTD, Incorporated	7 Town Center Way	Hampton	VA	23666-1999	757-864-0970
15936	Norman	Wenger	Rockingham Co-Operative Farm Bureau	2589 Stuarts Draft Hwy	Stuarts Draft	VA	24477-3154	540-337-2941
15997	Elizabeth	McDade	Courtland Hardware, LLC	9795 Courthouse Rd	Spotsylvania	VA	22553-1915	540-834-2231
16068	Wilson	Whitmore	Rockbridge Farmers Cooperative,	645 Waddell St	Lexington	VA	24450-2200	540-463-7381
16073	Ernie	Reeves	Augusta Cooperative Farm	127 Irish Rd	Scottsville	VA	24590-3807	434-286-2521
16213	Douglas A	Sims Jr	C.E. Thurston & Sons, Inc.	5300 Lewis Rd	Sandston	VA	23150-1920	804-266-4040
16267	Gina M	Schaefer	OTH, LLC	809 S Washington St	Alexandria	VA	22314-4220	703-566-7040
16305	Graylend T	Horn	West Point Ace, LLC	611 14th Street	West Point	VA	23181	804-843-7230
16339	Norman	Wenger	Rockingham Co-Operative Farm Bureau	455 E King St	Strasburg	VA	22657-2430	540-465-5182
16342	Norman	Wenger	Rockingham Co-Operative Farm Bureau	8649 Cloverdale Rd	Troutville	VA	24175-7286	540-992-1001
16460	Jeff	Smith	Twins Ace Arlington LLC	2001 Clarendon Blvd	Arlington	VA	22201-2940	571-444-7703
16475	Douglas A	Sims Jr	C.E. Thurston & Sons, Inc.	3490 E Virginia Beach Blvd	Norfolk	VA	23502-3123	757-855-7700
16619	Graylend T	Horn	Middlesex Ace, LLC	2707 General Puller Hwy	Saluda	VA	23149-3112	804-776-5080
16778	Gordon	Nelson	White's Building Supply Inc.	255 Railroad Ave	Keysville	VA	23947-3644	434-736-9000
16993	Charles Vance	Overstreet	Northwest Hardware Company, Incorpo	7650 Williamson Rd	Roanoke	VA	24019-4341	540-777-1230
16995	Charles Vance	Overstreet	Northwest Hardware Company, Incorpo	520 Roanoke St	Christiansburg	VA	24073-3141	540-394-3311
16997	Charles Vance	Overstreet	Northwest Hardware Company, Incorpo	4697 Cleburne Blvd	Dublin	VA	24084-4415	540-674-5100
16998	Charles Vance	Overstreet	Northwest Hardware Company, Incorpo	3647 Brambleton Ave SW	Roanoke	VA	24018-3611	540-989-5245
16999	Charles Vance	Overstreet	Northwest Hardware Company, Incorpo	1188 Mica Rd	Ridgeway	VA	24148-3512	276-956-2002
17034	Charles Vance	Overstreet	Northwest Hardware Company, Incorpo	2303 Williamson Rd NE	Roanoke	VA	24012-4833	540-362-1868
17036	Charles Vance	Overstreet	Northwest Hardware Company, Incorpo	2913 W Main St	Salem	VA	24153-2061	540-380-4607
17038	Charles Vance	Overstreet	Northwest Hardware Company, Incorpo	2113 E Washington Ave	Vinton	VA	24179-4615	540-890-5010
17040	Charles Vance	Overstreet	Northwest Hardware Company, Incorpo	432 E Ridgeway St	Clifton Forge	VA	24422-1327	540-862-5656
17053	Charles P.	Overstreet	Overstreet Hardware, Inc.	2650 Lakeside Dr	Lynchburg	VA	24501-6921	434-385-5150

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
17086	Charles P.	Overstreet	Overstreet Hardware, Inc.	15097 Forest Rd	Forest	VA	24551-3900	434-616-2989
17345	Cynthia	Tudor	American Hardware, Inc.	1204 S Military Hwy	Chesapeake	VA	23320-2209	757-424-9000
17357	Norman	Wenger	Rockingham Co-Operative Farm Bureau	241 Lee Hwy	Verona	VA	24482-2500	540-248-2223
17440	John T.	Deaver	JTD, INCORPORATED	4914 George Washington Mem Hwy	Grafton	VA	23692-2769	757-898-3040
17576	Mark K	Letchworth	Moughons, Inc.	40 Main St	Mathews	VA	23109-2180	804-725-2600
17637	GraylendT	Horn	Warsaw Ace, LLC	19 Main St	Warsaw	VA	22572-4200	804-333-4676
17703	Robert B	Traweek	Mechanicsville Hardware LLC	7026 Mechanicsville Tpke	Mechanicsville	VA	23111-7101	804-244-5211
17706	Morgan	Nelson	S.B. Cox Ready Mix, Inc.	865 W Main St	Smithfield	VA	23430-1037	757-357-4367
17823	Barry	Spain	BamCam, Inc.	27 Dunlop Vlg.	Colonial Heights	VA	23834-1772	804-766-4223
17927	Michael J	Costello	Bellmore Home Center, Inc.	251 W Lee Hwy	Warrenton	VA	20186-2093	540-347-2499
17929	Michael J.	Costello	Bellmore Home Center, Inc.	11475 Ridge Rd	King George	VA	22485-4078	540-775-5994
17932	Michael J.	Costello	Bellmore Home Center, Inc.	535 Euclid Ave	Colonial Beach	VA	22443-1907	804-224-8996
17949	Charles Vance	Overstreet	Northwest Hardware Company, Incorpo	110 Inge Street	Blackstone	VA	23824	434-292-7208
18015	John T	Deaver	JTD, Incorporated	9321 Pocahontas Trl	Providence Forge	VA	23140-3403	804-966-9076
18129	Sarah	Pitkin	Locust Grove Hardware, Inc.	4408 Germanna Hwy	Locust Grove	VA	22508-2010	540-972-1906
18231	Michael J.	Costello	Bellmore Home Center, Inc.	801 E Main St	Purcellville	VA	20132-3131	540-254-5500
18237	Graylend T	Horn	Gloucester Ace, Inc.	7307 John Clayton Memorial Hwy	Gloucester	VA	23061-5392	804-654-8010
18281	Dan	Glei	FC Ace, LLC	1247 Old Euclid Ctr	Bristol	VA	24201-3852	276-285-6305
18415	Charles Vance	Overstreet	Northwest Hardware Company, INC	801 Kabrich St	Blacksburg	VA	24060-3342	540-418-4913
18482	Ronak	Parikh	Bolster NQ Hardware, LLC	11739 Moneta Rd	Moneta	VA	24121-5717	540-297-5558
18711	Dan	Glei	FC ACE, LLC	795 N Main St	Marion	VA	24354-3403	276-265-6000
18747	Sarah	Pitkin	Rice Hardware, Inc.	9124 Mathis Ave	Manassas	VA	20110-5287	703-670-2139
18827	Sean	Ploskina	Bill's Hardware, Inc.	2213 N Buchanan St	Arlington	VA	22207-2526	703-524-2503
18855	Gregory	Beasley	Riverside Ace LLC	124 Trade Street	Danville	VA	25451	434-792-2026
19076	William E	Aubuchon IV	W. E. AUBUCHON CO., INC.	7934 Fort Hunt Rd	Alexandria	VA	22308-1249	703-765-1555
5258	Scott	Larson	G M SUPPLY CO., INC.	427 Route 4A W	Bomoseen	VT	05732	802-468-5676
6210	Richard	Brothers	BISBEE'S HARDWARE, INC.	109 Mad River Green	Waitsfield	VT	05673-7297	802-496-3635
7131	Howard	Manosh	COUNTRY GARDEN AND HOME CENTER, INC	85 Center Rd	Morrisville	VT	05661-8585	802-888-3177
7645	Eric R	Bibens	BIBENS HOME CENTER, INC.	362 River St	North Springfield	VT	05150-9745	802-886-2288
7698	Todd	Goulette	REYNOLDS & SON, INC.	47 Bridge St	South Barre	VT	05670	802-479-0101
7877	Daniel	Fraser	FRASER'S GENERAL STORE, INC.	319 Main St	Norwich	VT	05055-9453	802-649-1602
8216	Richard	Green	RIG RENTALS, INC.	6 Railroad St	Enosburg Falls	VT	05450	802-933-7500
10023	Reno	Gervais	GERVAIS HARDWARE, INC.	62 Cross St	Island Pond	VT	05846	802-723-6138
10833	Eric R	Bibens II	LAKESHORE ACE, INC.	713 W Lakeshore Dr	Colchester	VT	05446-1305	802-863-4910
10845	J Lang	Durfee	BETHEL MILLS, INC.	839 VT Route 12 S	Randolph	VT	05060-9617	802-728-9531
10915	Robert	Nelson	NELSON HARDWARE, INC.	188 N Main St	Barre	VT	05641-4124	802-476-5700
11307	Gordon	Winters	ST ALBANS ACE HARDWARE, LLC.	109 N Main St	Saint Albans	VT	05478-1669	802-527-7007
11390	Eric R	Bibens II	Bibens Home Center, Inc	1961 Williston Rd	South Burlington	VT	05403-6039	802-864-1847
11831	Jaimie	Rawson	Rawson Five Ventures, Inc	5700 Rte 100 #C18	Londonderry	VT	05148	802-824-3926
12050	Robert A	Noble III	NOBLE LANDON, INC.	261 N Main St	Rutland	VT	05701-2414	802-773-2758
14150	Eric	Bibens	LAKESHORE ACE, INC.	1127 North Ave	Burlington	VT	05408-2757	802-862-6068
14518	Christopher	Mask	MASK CORP.	430 Mountain Rd	Stowe	VT	05672-4628	802-253-7205
14710	Eric R	Bibens II	Bibens Home Center, Inc	15 Essex Way	Essex Junction	VT	05452-3384	802-879-0249
14841	J Lang	Durfee	BETHEL MILLS, INC.	11 Grove St	Brandon	VT	05733-1001	802-247-6000

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
15105	Gordon	Winters	MILTON ACE HARDWARE, LLC	5 Southerberry Dr	Milton	VT	05468-4537	802-893-4100
15812	Eric R	Bibens li	Bibens Home Center, Inc.	182 Main St	Brattleboro	VT	05301-2837	802-257-4566
16331	Gordon A	Winters	Jerihill Hardware	249 VT Route 15	Jericho	VT	05465-9641	802-899-1277
16841	Eric R.	Bibens II	Bibens Home Center, Inc.	452 Woodstock Rd	Woodstock	VT	05091-9759	802-457-3291
16984	Darrell E.	Sherburn	Lincoln Maples Hardware, Inc.	1 River Rd	Bondville	VT	05340	802-787-7907
17071	Gordon A.	Winters	City Hardware, LLC	156 College St	Burlington	VT	05401-8423	802-651-8355
17477	Gordon	Winters A	Winters Lumber, Inc.	25 Memorial Way	Swanton	VT	05488	802-868-2690
17694	J Lang	Durfee	Bethel Mills, INC.	975 Lower Plain	Bradford	VT	05033-9295	802-222-5280
17696	J Lang	Durfee	Bethel Mills, INC.	301 US Route 5 S	Norwich	VT	05055-9431	802-649-2958
17700	J Lang	Durfee	Bethel Mills, INC.	50 Lake Morey Rd	Fairlee	VT	05045-9824	802-333-4248
18674	Robert	Noble	Noble Landon, Inc	51 Main St	Poultney	VT	05764-1204	802-287-5791
19001	William E	Aubuchon IV	W.E. Aubuchon Co., Inc.	40 Main St	Montpelier	VT	05602-2927	802-223-1700
19061	William E	Aubuchon IV	W. E. AUBUCHON CO., INC.	2745 US Route 5 N	Windsor	VT	05089-9492	802-674-9349
19064	William E	Aubuchon IV	W. E. AUBUCHON CO., INC.	142 Main St	Ludlow	VT	05149-1040	802-228-7900
19070	William E	Aubuchon IV	W. E. AUBUCHON CO., INC.	859 US-7	Middlebury	VT	05753	802-388-1400
19071	William E	Aubuchon IV	W. E. AUBUCHON CO., INC.	113 Monkton Rd Unit F	Vergennes	VT	05491-8432	802-877-6700
19072	William E	Aubuchon IV	W. E. AUBUCHON CO., INC.	583 Broad St	Lyndonville	VT	05851-5601	802-626-5461
19073	William E	Aubuchon IV	W. E. AUBUCHON CO., INC.	3626 VT Route 14	South Royalton	VT	05068-5439	802-763-8140
19074	William E	Aubuchon IV	W. E. AUBUCHON CO., INC.	68 West St	Bristol	VT	05443-1225	630-217-2527
1808	Gene	Kelly	KELLY'S HARDWARE INC.	128 East Woodin Avenue	Chelan	WA	98816	509-682-2815
1848	Robert	Thompson	Lincoln Creek Lumber Company	1621 Harrison Ave	Centralia	WA	98531-4532	360-736-8261
1874	Paul	Sety	F.L. SETY, INC.	301 E Main Ave Suite 256	Chewelah	WA	99109	509-935-8585
1887	Charles	Grigg	GRIGG ENTERPRISES INC.	801 W Columbia St	Pasco	WA	99301-5534	509-547-0566
2571	William	Barany	GENERAL STORE INC.	2424 N Division St	Spokane	WA	99207-2124	509-444-8005
2694	Bruce	Paul	FORKS OUTFITTERS	950 S Forks Ave	Forks	WA	98331-9173	360-374-6161
3631	Brandon	Wright	STAN'S MERRY MART, INC.	733 S Wenatchee Ave	Wenatchee	WA	98801-3071	509-662-5858
3732	Steven T	Mikami	Kanamono Inc.	635 High School Rd NE	Bainbridge Island	WA	98110-1620	206-842-9901
4121	Dennis	Allen	SUNNYSIDE HARDWARE, INC.	615 Yakima Valley Hwy	Sunnyside	WA	98944-1328	509-837-6401
4484	Wayne K	Kamitaki	SEATTLE ACE, LLC	14100 SE Petrovitsky Rd	Renton	WA	98058-8932	425-793-0123
4492	Wayne K	Kamitaki	SEATTLE ACE, LLC	400 Cooper Point Rd SW	Olympia	WA	98502-8705	360-236-0093
4640	Wayne K	Kamitaki	SEATTLE ACE, LLC	4601 NE Sunset Blvd	Renton	WA	98059-4005	425-793-0323
5279	Rob	Wilson	MERRILL MAURICE INC.	2420 32nd Ave W	Seattle	WA	98199-3202	206-282-1916
5429	John	Sweeny	JOHN SWEENEY	114 A Alder Avenue N W	Napavine	WA	98565	360-266-1112
5588	Randall T.	Burgess	Saltchuck Mercantile, Inc.	1720 Q Ave	Anacortes	WA	98221-2300	360-293-3535
5857	Ryan	Kester	Dajon, Inc.	324 S Whitcomb Ave	Tonasket	WA	98855-8824	509-486-2105
6037	Del	Garber	MAR-DEL, INC	4816 Point Fosdick Dr NW	Gig Harbor	WA	98335-1711	253-858-6169
6223	Kerry	McCauley	AG SUPPLY COMPANY OF WENATCHEE	220 Grant Rd	East Wenatchee	WA	98802-5332	509-884-6647
7085	Robert	Thompson	Lincoln Creek Lumber Company	2421 93rd Ave SW	Tumwater	WA	98512-1027	360-956-9147
7304	Diane	Ellingson	JIM-J. INC.	1609 Main St	Freeland	WA	98249-9911	360-331-6799
7309	Eric	Martinen	IDEAL LUMBER & HARDWARE, INC.	827 W 1st Ave	Toppenish	WA	98948-1156	509-865-4912
7513	Alan	Gann	CGM, INC.	101 Armory Ave	Okanogan	WA	98840-9432	509-422-6166
7524	Michael	Jones	ARLINGTON HARDWARE & LUMBER, INC.	215 N Olympic Ave	Arlington	WA	98223-1336	360-435-5523
7626	Karen	Clements	BUD'S LUMBER SUPPLY, INC.	220 Robert Bush Drive	South Bend	WA	98586	360-875-6507
7847	Ed	Kaptein	E.C. KAPTEIN, INC.	1420 Riverside Dr	Mount Vernon	WA	98273-2442	360-428-6977

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
7930	Robert B.	Thompson Jr	Lincoln Creek Lumber Company	370 NW State Ave	Chehalis	WA	98532-1638	360-748-8848
7960	John W	Young	THE STEWART LUMBER COMPANY	1761 Rainier Ave S	Seattle	WA	98144-4553	206-324-5000
7982	Micheal	Walker	EVERGREEN STORES, INC.	950 State Route 20	Winthrop	WA	98862	509-996-2150
8064	Neil	Gray	GRAY LUMBER COMPANY	3800 6th Ave	Tacoma	WA	98406-4904	253-752-7000
8521	Ronald	Cox	CARNATION LUMBER & HARDWARE, INC.	4521 Tolt Avenue PO Box 160	Carnation	WA	98014-0160	425-333-4145
8634	Barry	Folsom	BARRY FOLSOM SR.	610 S Main St	Colfax	WA	99111-1722	509-397-4102
8795	Alan	Gann	CGM, INC.	58 Horizon Flats Rd	Winthrop	WA	98862-8400	509-996-2264
8839	Don	Droz	SWAINS GENERAL STORE INC.	602 E 1st St	Port Angeles	WA	98362-3304	360-452-2357
9310	Stephen R.	Buck	BUCK ELECTRIC, INC.	641 Point Brown Ave NW	Ocean Shores	WA	98569-9654	360-289-2888
9500	Thomas	Weaver	GRANGE SUPPLY, INC.	145 NE Gilman Blvd	Issaquah	WA	98027-2904	425-392-6469
10187	Scott A	Mclendon	Scott Mclendons Hardware LLC	1692 SE Mile Hill Dr	Port Orchard	WA	98366-3501	360-876-8018
10289	Wayne K	Kamitaki	SEATTLE ACE, LLC	8123 Steilacoom Blvd SW	Lakewood	WA	98498-6154	253-588-8586
10640	Brad	Christianson Sr.	YAKIMA ACE HARDWARE, INC.	405 W Yakima Ave	Yakima	WA	98902-3408	509-453-4725
11055	Dean	Detlefsen	MOUNTAIN LUMBER & HARDWARE, INC.	10430 Creek St SE	Yelm	WA	98597-9685	360-458-5101
11333	Arthur	Ruggiero	JANT GROUP II, INC.	4416 S Regal St	Spokane	WA	99223-7935	509-232-4223
11463	William B	Gregg	ASH & ROWAN HARDWARE, L.L.C.	1616 W Rowan Ave	Spokane	WA	99205-5533	509-325-1882
11682	Charles	Grigg	GRIGG ENTERPRISES, INC.	1415 Geo Washington Way	Richland	WA	99354-2601	509-946-0881
11686	Arthur	Ruggiero	JANT GROUP II, INC.	15405 E Sprague Ave	Spokane Valley	WA	99037-9501	509-893-8733
11898	Neal	Hansch	Hansch's Ace Hardware, LLC	9807 224th St E Suite 118	Graham	WA	98338-5704	253-262-2468
11909	Brad	Christianson Sr.	YAKIMA ACE HARDWARE, INC.	401 S 40th Ave	Yakima	WA	98908-3361	509-972-4400
12102	Scott	Mclendon	SCOTT MCLENDON'S FIRST OLYMPIC	51 NE State Route 300	Belfair	WA	98528-8611	360-275-0113
12137	Evan	Tozier	TOZIER BROTHERS, INC.	110 Mill St	Shelton	WA	98584-1408	360-426-2411
12293	Kerry	McCauley	AG SUPPLY COMPANY OF WENATCHEE	604 Highway 97	Brewster	WA	98812	509-689-2423
14405	Robert	Mitchell	MITCHELL HARDWARE, INC.	14903 4th Ave SW Ste 100	Burien	WA	98166-1972	206-242-8700
14426	Brad	Christianson Sr.	OAK CREEK ACE HARDWARE, LLC.	10400 US Highway 12	Naches	WA	98937-8786	509-653-1294
14462	Kerry	McCauley	AG SUPPLY COMPANY OF WENATCHEE	1140 Basin St	Ephrata	WA	98823	509-754-4638
14467	Charles	Grigg	GRIGG ENTERPRISES, INC.	103 Keene Rd	Richland	WA	99352-8683	509-628-3618
14538	Brandon	York	HENDRICK'S HARDWARE, INC	1736 Front St	Lynden	WA	98264-1261	360-354-2291
14665	Robert B.	Thompson Jr	Lincoln Creek Lumber Company	771 S Market Blvd	Chehalis	WA	98532-3419	360-345-1290
14681	Prudence	Swann	MUKILTEO HARDWARE LLC	12680 Mukilteo Speedway	Mukilteo	WA	98275-5718	425-374-1771
14747	Kyung (Tom)	Paik	Hardware Right, LLC	3040 NE 127th St	Lake City	WA	98125-4415	206-363-1246
14757	William B	Gregg	FRANCIS AVENUE HARDWARE, LLC	808 W Francis Ave	Spokane	WA	99205-6512	509-325-0555
14789	Janice D	Oliva	HI-SCHOOL PHARMACY, INC.	1355 Lewis River Rd	Woodland	WA	98674-9692	360-225-6526
14810	Kerry	McCauley	AG SUPPLY COMPANY OF WENATCHEE	716 13th Ave SW-Bldg A	Quincy	WA	98848-9490	509-787-8025
14825	Therese	Lancaster	Orcas Island Hardware, LLC	421 N Beach Rd	Eastsound	WA	98245-8927	360-376-3833
14833	Darren S	Jones	AgriShop, Inc.	308 W Main St	Auburn	WA	98001-4909	253-833-0870
14840	John	Swoboda III	NORTHSHORE VILLAGE ACE CORPORATION	35419 21st Ave SW	Federal Way	WA	98023-3050	253-835-5052
14901	Christine	Egelstad	EGELSTAD, INC.	303 91st Ave NE Ste B200	Lake Stevens	WA	98258-2540	425-334-7630
14923	Darren S	Jones	AGRISHOP, INC.	2012 S 12th St	Tacoma	WA	98405-3004	253-272-9331
15085	Robert J	Mitchell	MITCHELL HARDWARE WESTGATE, INC.	2675 N Pearl St	Tacoma	WA	98407-2416	253-752-2000
15101	Randall T	Burgess	Saltchuck Mercantile, Inc.	340 Argyle Ave	Friday Harbor	WA	98250-9556	360-378-4622
15276	Robert D	Heater	RITZVILLE HARDWARE, LLC	108 W First Avenue	Ritzville	WA	99169-2315	509-659-0381
15299	Amy	Zwaller	S&A VENTURES, INC	356 36th Street	Bellingham	WA	98225-6580	360-933-4686
15365	Charles F	Grigg	GRIGG ENTERPRISES, INC.	2831 W Kennewick Ave	Kennewick	WA	99336-2927	509-987-1124

ACTIVE MEMBER STORES AS OF DECEMBER 31, 2023

1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
15452	Steven B	Dowen	EASTSIDE OUTFITTERS INC.	100 W 1st St	Cle Elum	WA	98922-1106	509-674-7104
15454	Steven B	Dowen	EASTSIDE OUTFITTERS INC.	811 W Davis St	Cle Elum	WA	98922-1086	509-674-2700
15593	John	Crawford	JC HARDWARE, INC.	2515 Main St	Vancouver	WA	98660-2649	360-699-0589
15595	John	Crawford	JCHL CORPORATION	13009 NE Highway 99 Ste 101	Vancouver	WA	98686-2307	360-574-6624
15610	Tom	Boland	Skagit Farmers Supply	915 Moore St	Sedro Woolley	WA	98284-9426	360-856-6567
15648	Tyler	Myers	Cedar Plaza Hardware, L.L.C.	22803 44th Ave W	Mountlake Terrace	WA	98043-5032	425-776-2117
15649	Tyler	Myers	Seattle 4th Ave Hardware, L.L.C.	1915 4th Ave	Seattle	WA	98101-1106	206-454-7999
15652	Tyler	Myers	Camano Plaza Hardware, L.L.C.	370 NE Camano Dr	Camano Island	WA	98282-7279	360-387-4429
15692	Thomas	Jarms	Jarms Hardware Inc.	6 Cheney Spokane Rd	Cheney	WA	99004-2050	509-235-4410
15716	Bruce	Barany	Argonne Hardware LLC	1330 N Argonne Rd	Spokane Valley	WA	99212-2611	509-868-0607
15827	Robert	Mitchell	Mitchell Hardware Normandy Park Inc	19901 1st Ave S Ste 402	Normandy Park	WA	98148-2411	206-824-2288
15918	Steven J	Oliva	Hi School Pharmacy, Inc.	1605 W Main St	Battle Ground	WA	98604-4370	360-702-0123
15995	Kerry	McCauley	Ag Supply Company of Wenatchee	3506 Kitsap Way	Bremerton	WA	98312-2640	360-377-0928
16036	Loren	Carlson	Orchards Feed, LLC	10902 NE Rosewood Ave	Vancouver	WA	98662	360-892-3001
16158	John Edward	Yates	Vashon Mercantile Company	9750 SW Bank Rd	Vashon	WA	98070-4982	206-463-3852
16247	Robert J.	Mitchell	Mitchell Hardware Parkland, Inc.	105 112th St S	Parkland	WA	98444-5711	253-302-3621
16308	Jeffrey A	Cook	Cook's Hardware, Inc.	1215 Bennett Ave	Prosser	WA	99350-1413	509-786-1921
16396	Bruce J	Auld	Auld Enterprises, Inc.	516 SE Chkalov Dr Ste 21	Vancouver	WA	98683-5274	360-695-3403
16413	Steven J.	Oliva	Hi-School Pharmacy, Inc	250 E Jewett Blvd	White Salmon	WA	98672-3000	509-493-8586
16569	David	Allen	D & K Allen, Inc.	7200 W Nob Hill Blvd	Yakima	WA	98908-1928	509-965-2622
16600	Tom	Boland	Skagit Farmers Supply	1000 23rd Avenue	Oroville	WA	98844	509-560-7088
16607	Jeremy	Chambers	Abenteuer Inc.	625 Columbia St SW	Olympia	WA	98501-1213	360-357-6659
16630	Tyler	Myers	EDMONDS BOWL HARDWARE, LLC	550 5th Ave S	Edmonds	WA	98020-3403	425-640-2313
16680	Nickolas Andrew	Rose	G&L Hardware of Federal Way, LLC	30650 Pacific Hwy S	Federal Way	WA	98003-4824	206-651-7759
16788	Brian	Shook	Brian Shook	305 W McGraw St	Seattle	WA	98119-2649	206-282-5000
16798	David	Kirby	Kirby Co.	669 East Lincoln	Tenino	WA	98589	360-264-5650
16868	Charles	Phillips	C And M Hardware, LLC	104 Rainier Ave	Packwood	WA	98361-5502	360-494-2131
16881	Kerry	McCauley	Ag Supply Company of Wenatchee	601 S Pioneer Way	Moses Lake	WA	98837-4801	509-707-0026
16928	Jeff	Philipps	Rosauers Supermarkets, Inc.	5912 Highway 291	Nine Mile Falls	WA	99026-9525	509-281-7048
17041	Joseph	Jeffries	Westlake Hardware, Inc.	146 5th St	Raymond	WA	98577-2510	360-942-2427
17042	Joseph	Jeffries	Westlake Hardware, Inc.	201 Pacific Ave N PO Box 495	Long Beach	WA	98631-0495	360-642-3166
17044	Joseph	Jeffries	Westlake Hardware, Inc.	220 N Boone St	Aberdeen	WA	98520-7613	360-538-6727
17048	Joseph	Jeffries	Westlake Hardware, Inc.	115 S Fourth St	Elma	WA	98541-3201	360-482-2421
17049	Joseph	Jeffries	Westlake Hardware, Inc.	413 W Pioneer Ave	Montesano	WA	98563-4316	360-249-4821
17060	Kyung (Tom)	Paik	Home Builders Center 1 LLC	9000 Holman Rd NW, Bldg B1	Seattle	WA	98117-3418	206-659-4772
17068	Mathew D.	Higgins	COX HUI, INC.	15320 Brown Ave NE PO Box 910	Duvall	WA	98019-0910	425-788-5487
17306	Stace M.	Heston	Heston Hardware, Inc.	906 S Monroe St	Spokane	WA	99204-3836	509-624-7711
17323	Paul	Sety	Wandermere Ace Hardware, LLC	12908 N Highway 395	Spokane	WA	99218-5031	509-466-3228
17341	Brandon	Wright	Stan's Merry Mart Othello, Inc.	420 E Main St	Othello	WA	99344-1147	509-488-5667
17356	Craig	Coppock	IMPERO INC.	249 E State St	Mossyrock	WA	98564	360-983-3333
17418	Amandeep	Sood	Colville Builders Inc	228 W 5th Ave	Colville	WA	99114-2108	509-684-4537
17610	Kyung	Paik	Hardware Right, LLC	1815 N 45th St, Ste 112	Seattle	WA	98103-6856	206-632-2290
17636	Brian	Hutchinson	South End Ace Hardware LLC	18707 Pacific Ave S	Spanaway	WA	98387-8395	253-847-7211
17652	Kerry	McCauley	AG Supply Company of Wenatchee	811 Highway 97	Brewster	WA	98812	509-587-3400

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
17655	Joseph	Jeffries	Westlake Hardware, Inc.	330 Main Ave S	North Bend	WA	98045-8186	425-888-1242
17720	Philippe Riad	Boulos	Cedars Hardware Supply, LLC	5715 4th Ave PO Box 1389	Ferndale	WA	98248-1389	360-656-6882
17725	Kyung	Paik	Home Builders Center 1 LLC	4731 University Way North East	Seattle	WA	98105	206-659-9724
17801	William Bruce	Gregg	Sundance Hardware, LLC	8917 N Indian Trail Rd	Spokane	WA	99208-9157	509-468-3282
17895	Joshua C.	Fanning	Royal City Ace Hardware Inc.	338 Camelia Street NE	Royal City	WA	99357	509-331-7025
17907	Joseph	Jeffries	Westlake Hardware, Inc.	17171 Bothell Way NE	Lake Forest Park	WA	98155-4204	206-838-3933
17918	Joseph	Jeffries	Westlake Hardware, Inc.	6613 132nd Ave NE	Kirkland	WA	98033-8627	425-968-8784
17921	Corissa	Welch	CSW Businesses LLC	108 S Granite Ave	Granite Falls	WA	98252	360-691-6537
18017	Bruce	Barany	GS4, LLC	1425 N Liberty Lake Rd	Liberty Lake	WA	99019-8522	509-816-3220
18238	John	Mecham	Maple Leaf Hardware, Incorporated	9000 Roosevelt Way NE	Seattle	WA	98115-3044	206-522-3324
18271	Tyson	Goodnight	Goodnight Henson, Inc.	2800 Milton Way	Milton	WA	98354-9383	253-340-8188
18305	Tyler	Myers	Oak Harbor Hardware, LLC	150 SE Pioneer Way	Oak Harbor	WA	98277-5712	360-679-3533
18322	Brian	Hutchinson	Hawks Prairie Ace Hardware, LLC	1401 Marvin Rd NE #201	Lacey	WA	98516-5710	360-288-4333
18381	David	Kirby	Kirby CO.	24151 N US Highway 101	Hoodsport	WA	98548-9482	360-877-9444
18471	Kerry	McCauley	Ag Supply Company of Wenatchee	11014 19th Ave SE Ste 100	Everett	WA	98208-5121	425-224-4273
18484	Brandon	Wright	Ellensburg Hardware, Inc.	310 N Pearl St	Ellensburg	WA	98926-3364	509-925-2961
18490	Spencer	Noecker	Stanwood Ace Hardware, LLC	26477 72nd Ave NW	Stanwood	WA	98292-6219	360-926-8711
18492	Spencer	Noecker	Everett Ace Hardware LLC	4835 Evergreen Way	Everett	WA	98203-2830	425-610-4112
18589	Phillipe Riad	Boulus	Cedars Hardware Supply LLC	1733 H St	Blaine	WA	98230-5156	360-656-6882
18606	Lauren	Noecker	Sequim Ace Hardware, LLC	232 Valley Center Pl	Sequim	WA	98382-8270	360-301-7200
18672	Kerry	McCauley	Ag Supply Company of Wenatchee	13410 Meridian Ave E	Puyallup	WA	98373-5627	000-000-000
18730	Tyler	Myers	Lake Kathryn Supermarket LLC	14220 92nd Ave NW	Gig Harbor	WA	98329-8710	252-857-5362
18731	Tyler	Myers	Lynnwood Hardware, LLC	19719 Hwy 99	Lynnwood	WA	98036-6039	000-000-000
18735	Jared	Sawyer	JCSAW Hardware, LLC	24 NE Second St	Stevenson	WA	98648	509-427-5551
19109	Jared	Sawyer	JCSAW Hardware, LLC	961 Wind River Hwy	Carson	WA	98610-3401	509-724-3428
101	W David	Rierner	HARRIS ACE HARDWARE, LLP	200 S River St	Janesville	WI	53548-4754	608-755-6122
102	W David	Rierner	HARRIS ACE HARDWARE, LLP	430 Broad St	Beloit	WI	53511-6223	608-365-7443
106	Luann M	Van Lanen	MARQUART & SCHARSCHMIDT, INC.	1085 W Fond Du Lac St	Ripon	WI	54971-9260	920-748-3360
110	Roger	Grebe	GREBE'S INC.	703 N 3rd Ave	Wausau	WI	54401-2965	715-675-2341
162	Jessica	Eibner	NELSONS OF EAGLE RIVER INC.	606 E Wall St	Eagle River	WI	54521	715-479-4496
178	Matthew	Elliott	ELLIOTT HARDWARE INC.	15360 Watertown Plank Rd	Elm Grove	WI	53122-2340	262-782-9000
188	James	Meinecke	MEINECKE ACE HARDWARE INC	5020 W Fond Du Lac Ave	Milwaukee	WI	53216-1317	414-464-6420
394	Audra	Bonner	Gusick's Ace Hardware, LLC	508 Alma St	Pound	WI	54161-9702	920-591-1616
472	David	Daane	DAANE HARDWARE COMPANY, INC.	936 Center Ave	Oostburg	WI	53070-1354	920-564-2338
886	Harvey	Neu	NEU'S BUILDING CENTER, INC.	N95W16915 Falls Pkwy	Menomonee Falls	WI	53051-1436	262-251-6550
1473	Roger	Boehlke	Boehlke Hardware and Pluming, Inc.	10712 W Freistadt Rd	Mequon	WI	53097-2502	262-242-3050
1820	Donald	Doegnitz	DOEGNITZ HARDWARE	115 Allen St	Random Lake	WI	53075-1819	920-994-9212
2094	Steve	Noffke	NOFFKE LUMBER INC.	1525 Bowen St	Oshkosh	WI	54901-3041	920-235-3080
3012	Phil	Thoma	SAKEN, INC	1081 Summit Ave	Oconomowoc	WI	53066-4457	262-567-8288
3031	Daniel	Scholze	SCHOLZE ACE HOME CENTER, INC.	133 County Road A	Black River Falls	WI	54615-9209	715-284-4454
3067	W David	Rierner	HARRIS ACE HARDWARE OF BELOIT, INC.	1878 Elmwood Ave	Beloit	WI	53511-2214	608-364-4111
3113	Peter	Walsh	PARNELL J. WALSH, INC.	115 W Nebraska Street	Muscoda	WI	53573	608-739-3175
3166	Robert	Shepherd	HARDWARE CENTER INC.	1398 Williamson St	Madison	WI	53703-3757	608-257-1630
3307	Terry	Hellenbrand	TERRY J. AND SUSAN E. HELLENBRAND	104 E Main St	Marshall	WI	53559-9397	608-655-3837

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
3403	Lowell	Bostrom	WOODRUFF HARDWARE, INC.	1302 Highway 47	Woodruff	WI	54568-9488	715-356-3555
3458	Michael	Reigel	REIGEL ACE HARDWARE, INC.	1701 S Galvin Ave	Marshfield	WI	54449-8407	715-387-3411
3586	Matthew	Elliott	ELLIOTT HARDWARE INC.	564W15732 Commerce Center Parkway	Muskego	WI	53150	414-422-9344
4023	Craig B	Kimps	KIMPS CORPORATION	2548 Glendale Ave	Green Bay	WI	54313-6849	920-434-1079
4572	Todd	Boehmer	BOEHMER'S ACE HARDWARE, INC.	225 Superior Ave	Oconto	WI	54153-1547	920-834-3711
4968	Matthew	Elliott	ELLIOTT HARDWARE INC.	11003 W Oklahoma Ave	West Allis	WI	53227-4031	414-545-7759
5432	Karl	Beth	United Cooperative	140 E Mill St	Hillsboro	WI	54634-4500	608-489-2231
5630	David	Genke	LAKEWOOD HARDWARE AND LUMBER, INC.	17173 Saint Marys Rd	Lakewood	WI	54138-9736	715-276-3308
5953	Daniel D	Hermesen	HERMSEN'S HARDWARE, INC.	447 Canal Street	Bloomington	WI	53804-0308	608-994-2707
5991	Wilfred	Chantelois V	WJC IV, Inc.	202 Chieftain Street	Osceola	WI	54020	715-294-3301
6183	A	Brazee	BRAZEE INC	516 N Commercial St	Neenah	WI	54956-2623	920-722-1113
6241	Amy L	Labott	DOOR COUNTY HARDWARE CO	1225 Egg Harbor Rd	Sturgeon Bay	WI	54235-1235	920-743-4417
6999	William	Carstens	CARSTENS ACE HARDWARE, INC.	400 East Ann St	Kaukauna	WI	54130	920-766-7773
7034	Steve	Noffke	NOFFKE LUMBER INC.	N3155 County Road Qq	Waupaca	WI	54981-9194	715-258-8101
7063	Dale	Lindner	LINDNER HARDWARE, INC.	2950 Menasha Ave	Manitowoc	WI	54220-1626	920-682-8113
7443	Donald	Quicker	SAV-RITE BUILDING CENTER LTD.	N3599 Fairground Ave	Neillsville	WI	54456-6561	715-743-3149
7553	Paul	Rosenkranz	C & R OF WISCONSIN INC.	429 E Washington St	Slinger	WI	53086-9440	262-644-5244
7580	Robert	Mathis	MATHIS HARDWARE AND LUMBER, INC	W7960 Amberg St	Amberg	WI	54102	715-759-5216
8177	Peter	Walsh	PARNELL J. WALSH, INC.	1525 Bohmann Dr	Richland Center	WI	53581-2967	608-647-8925
8194	Matthew	Elliott	ELLIOTT HARDWARE, INC.	1268 Capitol Dr	Pewaukee	WI	53072-2580	262-695-8990
8343	Michael	Knutson	CUMBERLAND IMPLEMENT AND HARDWARE,	2421 Superior Ave	Cumberland	WI	54829-9210	715-822-8459
8347	W David	Riemer	HARRIS ACE HARDWARE, LLP	2720 E Milwaukee St	Janesville	WI	53545-1361	608-755-6133
8737	Joan	Le Donne	J.A.A.M.M. INC.	N64W24330 Main St	Sussex	WI	53089-3035	262-246-3707
8883	Francis	Graves	BAYFIELD GENERAL HARDWARE COMPANY	125 S Broad St	Bayfield	WI	54814	715-779-3360
8913	Edward	Swartz	ACE HARDWARE OF APPLETON, INC.	500 E Northland Ave	Appleton	WI	54911-2128	920-731-0500
9227	John	Creaser	COUNTRYSIDE COOPERATIVE	420 2nd Ave E	Durand	WI	54736-1113	715-672-8313
9308	Mark	Tomchek	TOMCHEK, INC.	212 E Sunset Dr	Waukesha	WI	53189-7602	262-542-5775
9337	Russell	Kortendick	KORTENDICK HARDWARE, INC.	3806 Douglas Ave	Racine	WI	53402-3229	262-639-4820
9353	Paul	Volley	K.B.S. HARDWARE, INC	205 S Century Ave	Waunakee	WI	53597-1249	608-849-8500
10122	Paul	Kalies	KALIES HARDWARE INC.	1818 Wisconsin Ave	Grafton	WI	53024-2439	262-377-1190
10275	Patrick	Doyle	DOYLE'S FARM & HOME, INC.	560 Deere Dr	New Richmond	WI	54017-1253	715-246-6184
10338	Richard	Sternhagen	BARNES HARDWARE L.L.C.	225 W North St	Adams	WI	53910-9307	608-339-6311
10441	Jay	Mathys	Mathys Hardware, Inc.	121 Pelco Dr	Darlington	WI	53530-9702	608-776-3729
10615	Robert	Blair	BLAIR'S HARDWARE, INC.	401 Bernard St Ste 1	Watertown	WI	53094-6205	920-261-3022
10737	Glen	Clayton	NORTHLAND HARDWARE COMPANY, INC.	10637 Beal Ave	Hayward	WI	54843-6455	715-634-8700
10851	Michael	Weiske	GREGERSON HARDWARE INC.	880 Cedar St	Baldwin	WI	54002-9353	715-684-3246
10868	Norman	Gerber	STOUGHTON LUMBER COMPANY, INC.	3188 Deer Point Dr	Stoughton	WI	53589-3768	608-873-4141
10938	W David	Riemer	HARRIS ACE HARDWARE, LLP	105 7 1/2 St	Monroe	WI	53566-1049	608-325-9188
11002	Andrew	Scholbe	HART BROTHERS, INC.	26404 Oakridge Dr	Wind Lake	WI	53185-1402	262-895-7777
11323	Stefan	Benson	NORTHBOUND BUSINESS VENTURES	7435 Main St W	Webster	WI	54893-8207	715-866-8666
11633	Herbert	Tennies	TENNIES HARDWARE, INC.	900 Fond Du Lac Ave	Kewaskum	WI	53040-9177	262-626-1584
11913	Michael	Flammini	JUNO, LLC	1110 N Superior Ave	Tomah	WI	54660-1126	608-372-4724
11928	Michael	Flammini	MINI, INC.	2350 8th St S	Wisconsin Rapids	WI	54494-6157	715-421-1550
12159	Herbert	Tennies	TENNIES HARDWARE, INC.	112 S 5th Ave	West Bend	WI	53095-3302	262-338-2316

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
14121	Lowell	Bostrom	WESTON HARDWARE, INC.	2606 Schofield Ave	Weston	WI	54476-2427	715-355-1500
14335	David	Kratovil	KRATOVIL HARDWARE INC	200 Commerce Ave	Cambridge	WI	53523-9133	608-423-4081
14366	James	Meinecke	VILLAGE ACE HARDWARE, INC.	6240 N Port Washington Rd	Glendale	WI	53217-4310	414-961-1143
14491	John	Gerber	ORFORDVILLE LUMBER, INC.	602 West Brodhead Street	Orfordville	WI	53576	608-879-2000
14596	David M	Johnson	RFA HARDWARE COMPANY, INC.	1163 N Main St	River Falls	WI	54022-8280	715-425-1775
14646	Luann M	Van Lanen	MARQUART & VAN LANEN, INC.	983 E Plaza Rd	Wautoma	WI	54982-7720	920-787-4911
14933	Peter	Walsh	PARNELL J. WALSH, INC.	4242 Mormon Coulee Rd	La Crosse	WI	54601-7906	608-788-9950
14982	Karl	Beth	UNITED COOPERATIVE	428 Third Ave	Pulaski	WI	54162-9039	920-822-3235
15061	Herbert	Tennies	TENNIES HARDWARE, INC.	W194N16714 Eagle Dr	Jackson	WI	53037-9797	262-674-1584
15362	Lee A	Guenther	T.A. SOLBERG CO., INC.	232 S Courtney St	Rhineland	WI	54501-3319	715-420-1000
15379	Harry	Gil	H & C HARDWARE COMPANY, INC.	7240 S 76th St	Franklin	WI	53132-9041	414-525-4555
15449	Adam	Hahn	P.B. HAHN AND COMPANY, INC.	2945 State Road 83	Hartford	WI	53027-9099	262-673-3200
15573	Sally	Witt	WITT'S FOODS, INC.	214 N US Highway 141	Crivitz	WI	54114-7476	715-854-2115
15744	Mark R	Meinecke	Village Outdoor Living Inc.	6075 N Green Bay Rd	Glendale	WI	53209-3897	414-446-8441
15751	Susan	Reget	Premier Cooperative	405 S Main St	Westby	WI	54667-1311	608-634-7330
15767	Adam	Hahn	P.B. Hahn and Company, Inc.	2835 Heritage Dr	Delafield	WI	53018-2128	262-646-4101
15782	Richard	Fotsch	Olde School Industries LLC	1246 Fond Du Lac Ave	Sheboygan Falls	WI	53085-1068	920-467-2900
15804	Timothy	Clemens	Allied Cooperative	570 Commerce St	West Salem	WI	54669-1155	608-786-4141
15826	Joan M	Ledonne	J.A.A.M.M., Inc.	8325 W Lisbon Ave	Milwaukee	WI	53222-3859	414-445-9080
15988	Patrick B	Campioni	Copper Lining of Wisconsin, LLC	1000 Central Ave	Florence	WI	54121	715-528-2018
16120	Graham	Courtney	Medford Co-Operative, Inc.	150 Medford Plz	Medford	WI	54451-1595	715-748-4066
16263	Adam	Hahn	P.B. Hahn and Company, Inc.	1080 N Rochester St	Mukwonago	WI	53149-8738	262-363-6865
16343	Robert A	Martin	Holmen Hardware, Inc.	205 S Holmen Dr	Holmen	WI	54636-8403	608-526-3361
16376	Stefan	Benson	Ace Hardware of Frederic, LLC	406 S Wisconsin Ave	Frederic	WI	54837	715-327-8015
16414	David M	Johnson	Menomonie Hardware Co., LLC	1512 9th St E	Menomonie	WI	54751-3430	715-309-4422
16431	Harry	Gil	South MILW Ace LLC	1009 Marquette Ave	South Milwaukee	WI	53172-2510	414-762-8250
16472	James	Meinecke	Village Paint & Hardware, Inc.	2170 N Prospect Ave	Milwaukee	WI	53202-1162	414-509-6484
16510	Michael	Martens	Martens Farm & Home, Inc.	1100 W Main St	Waupun	WI	53963-1202	920-324-4751
16573	Patrick B	Campioni	Copper Lining of Wisconsin, LLC	1009 Holiday Ln	Hurley	WI	54534-1063	715-329-1285
16692	Joel	Jacobson	Jacobson's Hardware	111 W Columbia St	Chippewa Falls	WI	54729-2348	715-861-2050
16694	Joel	Jacobson	Jacobson's Hardware	17168 County Highway J	Chippewa Falls	WI	54729-7114	715-861-2055
16701	Harry	Gil	Germantown Ace LLC	16250 Mequon Rd	Germantown	WI	53022	262-293-9449
16897	James A.	Stapel	Kitz & Pfeil, Inc.	427 N Main St	Oshkosh	WI	54901-4907	920-236-3340
16902	James A.	Stapel	Kitz & Pfeil, Inc.	1919 E Calumet St	Appleton	WI	54915-4741	920-739-9481
16903	James A.	Stapel	Kitz & Pfeil, Inc.	780 Greentree Mall	Berlin	WI	54923	920-361-0424
16904	James A.	Stapel	Kitz & Pfeil, Inc.	40 E 1st St	Fond Du Lac	WI	54935-4204	920-923-8262
16906	James A.	Stapel	Kitz & Pfeil, Inc.	1212 Appleton Rd	Menasha	WI	54952-1502	920-722-2877
16982	Joel	Jacobson	Jacobson's Hardware of Eau Claire,	2618 Birch St	Eau Claire	WI	54703-3734	715-895-8559
17047	James M.	Gerber	Evansville Hardware LLC	755 Brown School Rd	Evansville	WI	53536-8106	608-882-4646
17094	Mark	Tomchek	TNT Ace, LLC	840 E Geneva St	Delavan	WI	53115-1932	262-728-8228
17364	David	Cramer	United Cooperative	N1878 Municipal Dr	Greenville	WI	54942-9747	920-757-6556
17371	Patrick J.	Miner	Miner's Hardware, L.L.C.	1515 Oakes Ave	Superior	WI	54880-2409	715-392-3334
17382	Gary	Dickes	Prairie Side Enterprises, Inc.	3505 80th St	Kenosha	WI	53142	262-577-3340
17391	Harry	Gil	Tosa Hardware LLC	1525 N 68th St	Wauwatosa	WI	53213-2805	414-476-0833

ACTIVE MEMBER STORES AS OF DECEMBER 31, 2023

1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
17499	Adam	Hahn	P.B Hahn and Company, INC.	N48W13530 Hampton Rd	Menomonee Falls	WI	53051-7010	262-781-9021
17612	Joel	Jacobson	Jacobson's Hardware of Eau Claire S	319 E Clairemont Ave	Eau Claire	WI	54701-6477	715-834-1239
17717	William	Babiash	Edie Falk Inc.	920 E Main St	Merrill	WI	54452-2501	715-536-5822
17782	Patrick	Shadick	Shadick's Sporting Goods & Hardware	1502 16th Ave	Bloomer	WI	54724-1270	715-568-4475
17873	Christopher J	Niemann	Niemann Foods, Inc.	2540 Allen Blvd	Middleton	WI	53562-2212	608-831-2535
17875	Christopher J	Niemann	Niemann Foods, Inc.	811 S Main St	Deforest	WI	53532-1480	608-846-3876
17876	Joel	Jacobson	Jacobson's Hardware of Rice Lake, L	28 S Main St	Rice Lake	WI	54868-2269	715-719-0072
17877	Christopher J	Niemann	Niemann Foods, Inc.	414 N Midvale Blvd	Madison	WI	53705-3264	608-441-6900
17879	Christopher J	Niemann	Niemann Foods, Inc.	500 Water St	Sauk City	WI	53583-1141	608-643-2433
17880	Bijal	Patel	Twin Lakes Ace LLC	470 N Lake Ave	Twin Lakes	WI	53181-9435	262-877-9007
17898	Don	Neff	Viking Hardware, Inc.	1420 State Road 69	New Glarus	WI	53574-9339	608-527-8717
17900	Don	Neff	Viking Hardware, Inc.	1240 Springdale St	Mount Horeb	WI	53572-2015	608-437-8717
17936	Thomas R	Meikle	North Side True Value Hardware, Inc	2935 N Sherman Ave	Madison	WI	53704-3018	608-241-1541
17947	Adam	Hahn	P. B Hahn And Company, Inc	11001 N Port Washington Rd	Mequon	WI	53092-5032	262-241-8800
17980	Elliott	Greenberg	JC Licht, LLC	1950 Taylor Ave	Racine	WI	53403-2412	262-637-6145
17982	Elliott	Greenberg	JC Licht, LLC	1735 22nd Ave	Kenosha	WI	53140-1412	262-551-8866
18028	Casey	Waltz	Waltz Hardware Co LLC	137 E Main St	Ellsworth	WI	54011-9188	715-273-4361
18104	Delaney	Blabaum	Mom's Hometown Ace Hardware LLC	430 S John Paul Rd	Milton	WI	53563-1227	608-868-2843
18153	Christopher J	Niemann	Niemann Foods, Inc.	20 Glacier Edge Sq	Cross Plains	WI	53528-9133	608-795-7202
18159	Christopher J	Niemann	Niemann Foods, Inc.	203 W Cottage Grove Rd	Cottage Grove	WI	53527-9806	608-839-1500
18161	Amy Austad	Labott	Al Hardware Company LLC	2001 E Main St	Little Chute	WI	54140-2468	920-766-6096
18190	Craig B	Kimps	Kimps Corporation	2110 S Ridge Rd	Green Bay	WI	54304-4327	920-497-6231
18191	Christopher J.	Niemann	Niemann Foods, Inc.	211 Cottage Grove Rd	Madison	WI	53716-1105	608-839-7060
18195	Daniel R	Kanis	Nelson Mill and Agri Center Inc.	217 N Center Ave	Viroqua	WI	54665-1436	608-637-2192
18197	Daniel R	Kanis	Nelson Mill and Agri Center Inc.	125 N Marquette Rd	Prairie Du Chien	WI	53821-1512	608-326-2491
18218	Richard	Fotsch	Olde School Industries LLC	1120 Highway 67	Kiel	WI	53042-1630	920-894-3000
18297	Christopher J	Niemann	Niemann Foods, Inc	815 Park Ave	Columbus	WI	53925-1630	920-623-3133
18324	Ryan	Flaherty	BalsamLake Hardware, Inc.	907 Frontage Rd	Balsam Lake	WI	54810-6100	715-485-3267
18335	Thomas	Dorn	Victor Dorn Corp.	1348 S Midvale Blvd	Madison	WI	53711-2848	608-274-2511
18357	Christopher J	Niemann	Niemann Foods, Inc.	902 N Main St	Lodi	WI	53555-1200	608-592-3331
18422	Thomas	Dorn	Victor Dorn Corp.	926 Windsor St	Sun Prairie	WI	53590-2023	608-837-2110
18445	Christopher J.	Niemann	Niemann Foods, Inc.	1415 W Main St	Whitewater	WI	53190-1551	262-473-4264
18493	Benjamin	Gil	St Francis Ace Hardware LLC	3050 E Layton Ave	Saint Francis	WI	53235-5735	414-483-5550
18509	Christopher J	Niemann	Niemann Foods, Inc.	142 E Tyranena Park Rd	Lake Mills	WI	53551-9676	920-648-6489
18523	Chris	Piotrowski	Medford Co-operative, Inc.	986 N 4th St	Tomahawk	WI	54487-2129	715-453-5389
18540	Ronak	Parikh	Bolster NQ Hardware, LLC	102 Hodd Dr	Colby	WI	54421-9783	715-316-6300
18542	Ronak	Parikh	Bolster NQ Hardware, LLC	606 E Elm Dr	Loyal	WI	54446-9673	715-255-8200
18553	Christopher J	Niemann	Niemann Foods, Inc.	10 Madison Ave	Fort Atkinson	WI	53538-1826	920-563-6677
18557	Christopher J	Niemann	Niemann Foods, Inc.	5210 Farwell St	McFarland	WI	53558-9125	608-838-4285
18588	David	Westphal	Mayport, Inc.	1020 Horicon St	Mayville	WI	53050-1429	920-387-2068
18600	Joel	Jacobson	Jacobson's Hardware of Spooner, LLC	113 Ash St	Spooner	WI	54801-1409	715-635-7373
18663	David	Konrath	Horicon Hardware, Inc.	626 Washington St	Horicon	WI	53032-1552	920-485-4688
18667	Christopher J	Niemann	Niemann Foods, Inc.	6305 University Ave	Middleton	WI	53562-3415	608-838-4285
18706	Andrew	Ritter	Ritters Hardware Inc.	19040 Dewey St	Whitehall	WI	54773-8525	715-538-4616

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
18753	Christopher J	Niemann	Niemann Foods, Inc.	625 State Road 136, Ste 617	Baraboo	WI	53913-1061	608-838-4285
18800	Travis	Gavinski	TJG Holdings, LLC	503 Lake Ave W	Ladysmith	WI	54848-1209	715-532-3351
18857	Jessica	Hermesen	Hermesen's Hardware Platteville, LLC	180 E Main St	Platteville	WI	53818-3227	680-348-5231
18865	Amy Austad	LaBott	AL2 Hardware Company LLC	10636 N Bay Shore Dr	Sister Bay	WI	54234-9594	920-854-2411
19085	Christopher J	Niemann	Niemann Foods, Inc.	2830 New Pinery Rd	Portage	WI	53901-9262	608-838-4285
2607	Dennis	Street	STREETS STORE LTD.	22 S Main St	Masontown	WV	26542	304-864-5231
4463	G	Omps	DAWSON'S TRUSTWORTHY HOME CENTER	99 Business Park Cir	Berkeley Springs	WV	25411-3400	304-258-2111
4932	Max	Priddy	M.E.P. INC.	1301 Robert C Byrd Dr	Crab Orchard	WV	25827-5000	304-253-3679
5210	David L	Parks	New Martinsville Supply Co., Inc.	1 Franklin St	New Martinsville	WV	26155-1785	304-455-1650
5914	William	Pile	F.M. PILE HARDWARE CO. INC.	1625 Washington St W	Charleston	WV	25387-2317	304-343-7578
8524	Kenneth	Queen	KENNY QUEEN'S HARDWARE & SUPPLY, IN	4350 5th Street Rd	Huntington	WV	25701-9558	304-523-2331
8707	Keith	Beckman	CANNON'S ACE HARDWARE INC.	2410 New Creek Hwy	Keyser	WV	26726-7066	304-788-2125
10057	David L	Parks	NEW MARTINSVILLE SUPPLY CO., INC.	91 Mountaineer Dr	Pennsboro	WV	26415-6029	304-659-3600
10531	John	Anderson	CENTER HARDWARE, INC.	23 Maccorkle Ave #C	Saint Albans	WV	25177-1863	304-727-4375
11844	Janna	Naylor	A.D. NAYLOR & CO., INC.	1513 Harrison Ave	Elkins	WV	26241-3356	304-637-1812
12093	Robert	Sharp	GLADES BUILDING SUPPLY, INC.	19456 SENECA TRAIL	MARLINTON	WV	24954	304-799-4912
15528	Kenneth	Queen	KENNY QUEEN'S HARDWARE & SUPPLY, INC	625 Oak St	Kenova	WV	25530-1514	304-453-1361
15655	W Ed	Van Meter	CENTRAL TIE & LUMBER COMPANY	727 North Fork Highway	Petersburg	WV	26847	304-257-1313
15688	Randall L	Mccoy	G & R GROCERY, INC.	35 Baker Island Rd	Webster Springs	WV	26288-1005	304-847-7878
15719	Willard E	Van Meter	Central Tie & Lumber Company	79 Hyde Street	Moorefield	WV	26847	304-530-5566
15780	Kenneth	Queen	Kenny Queen's Hardware & Supply, In	45 McGinnis Dr	Wayne	WV	25570-9690	304-272-5185
16156	John F	Cunningham	Ked's Ace Hardware, L.L.C.	134 Lafayette Ave	Moundsville	WV	26041-1029	304-845-1400
16410	Eric	Light	Ace Hardware of Buckhannon LLC	116 Skyline Plaza Dr	Buckhannon	WV	26201-7806	304-472-6500
16434	Deborah K	Osborne	D & D Hardware, LLC	326 Main St	Rainelle	WV	25962-1135	304-438-8731
16487	Charles Adam	Southern	Shinnston Contractor Supply, Inc.	1428 S Pike St	Shinnston	WV	26431	304-371-3512
16700	Kevin	Fluharty	Fluharty Development, LLC	210 Liberty St	Salem	WV	26426-1309	304-782-4343
17588	Jeffrey	Davis	Potomac Hardware Inc.	81 N Main St	Franklin	WV	26807	304-358-2230
17604	Kenneth	Queen	Kenny Queen's Hardware & Supply, IN	5840 Davis Creek Rd	Barboursville	WV	25504-1004	304-736-1177
17628	Kenneth	Cook	Ace of West Virginia L.L.C.	245 Greenes Plz	Grafton	WV	26354-2847	304-903-8540
17673	Paul	Gabriel	Best Hardware Morgantown LLC	1050 Maple Dr	Morgantown	WV	26505-2815	304-599-0803
17683	Candace	Whanger	WSS Hardware, LLC	706 E Main St	White Sulphur Springs	WV	24986-2346	304-536-0080
18036	Thomas	Cole	Bluefield Avenue, LLC	600 Bluefield Ave	Bluefield	WV	24701-2846	304-327-6118
18164	Chris	Deweese	Green's Feed & Seed, LLC	314 Piedmont Rd	Charleston	WV	25301-1021	304-343-0441
18377	Ryan	Holbert	C&E Distributors Inc.	412 E Main St	Kingwood	WV	26537-1723	304-329-2181
18689	Ryan	Holbert	C&E Distributors Inc.	2600 Middletown Commons Ste 113	Fairmont	WV	26554-0168	304-366-2181
18693	Tom	Cole	Bluefield Avenue, LLC	1055 Stafford Dr	Princeton	WV	24740-2409	000-000-0000
18784	Chris	Deweese	Greens of Big Chimney, LLC	4509 Pennsylvania Ave	Big Chimney	WV	25302-4829	000-000-0000
3114	Blake	Clark	JACKSON LUMBER INC.	130 S Gros Ventre	Jackson	WY	83001	307-733-6000
6904	Timothy	Bailey	BAILEY HARDWARE INC.	2100 E 2nd St	Casper	WY	82609-2043	307-237-8670
8349	Brett	Stephenson	Rock Springs Hardware, LLC	400 N Center St	Rock Springs	WY	82901-5130	307-362-7362
10145	William	Bregar	LANDER ACE HARDWARE, L.L.C.	485 Main St	Lander	WY	82520-3105	307-332-2155
10259	Robert	Zimmerschied	BEAR ROOT, INC.	385 E Hart St	Buffalo	WY	82834-1762	307-684-7493
10432	Rod	Peterson	RIMSHOT HARDWARE COMPANY, INC.	2201 17th St	Cody	WY	82414-4726	307-587-8555
10554	Russ	Asbell	R. & P., INC.	475 W Broadway	Jackson	WY	83001	307-733-4676

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1241	A	Brindle	TONGASS TRADING CO. INC.	201 Dock St	Ketchikan	AK	99901-6407	907-225-5101
10776	Jill	Tharp	FLANDERS HARDWARE, INC.	709 Pine Ave	Kemmerer	WY	83101-2904	307-877-6956
10847	Steven	Boles	RIVERTON ACE HARDWARE, L.L.C.	619 N Federal Blvd	Riverton	WY	82501-2946	307-856-2447
10911	Craig E	Bradshaw	KNECHT HOME CENTER OF GILLETTE, LLC	110 W Lakeway Rd	Gillette	WY	82718-6355	307-687-7978
11263	Brett	Stephenson	SWEETWATER HARDWARE, LLC	400 Uinta Dr	Green River	WY	82935-4816	307-875-1520
11299	Joel	Schneider	LARAMIE ACE HARDWARE, LLC	611 E Grand Ave	Laramie	WY	82070-3863	307-755-0781
11869	Craig E	Bradshaw	KNECHT HOME CENTER OF SHERIDAN, LLC	1836 S Sheridan Ave	Sheridan	WY	82801-6136	307-673-0786
11883	Craig E	Bradshaw	NEWKIRK ACE HARDWARE OF SHERIDAN, L	1447 Coffeen Ave	Sheridan	WY	82801-5703	307-672-5889
14758	Mark	Ridley	Ridley's Family Markets, Inc.	341 Pine St	Pinedale	WY	82941	307-367-2131
15489	William L	Bregar	POWELL ACE HARDWARE, LLC	214 N Bent St	Powell	WY	82435-2336	307-754-5811
16218	Ronald	Hahn	Six Strings, Inc.	724 S Washington 1710	Afton	WY	83110	307-885-7883
16923	Bradley	Bateman	Bace Investments, LLC	800 Front St	Evanston	WY	82930-3408	307-789-3090
17441	Bruce	Rahmani	Cheyenne Ace LLC	5209 Hynds Blvd	Cheyenne	WY	82009-4053	307-369-4441
17451	James L.	Benedict	Benedict Trading Company, Inc.	1080 N Highway 414	Mountain View	WY	82939	307-782-6090
17711	William L	Bregar	Rawlins Hardware, LLC	600 W Maple St	Rawlins	WY	82301-5449	307-324-3867
17866	John D.	Johnson	Hardware Partners LLC	1375 Cy Ave	Casper	WY	82604-3513	307-243-2020
17897	Rene J.	Suda	Mountain Hardware, LLC	110 E Ramshorn St	Dubois	WY	82513	307-455-2838
17978	Robert	Broulim	Broulim Hardware, LLC	100 Greys River Rd	Alpine	WY	83128	307-887-7783
18331	Larry	Leake	Douglas Hardware Hank, LLC	1120 E Richards St	Douglas	WY	82633-2933	307-358-2924
18521	Dennis	Sinclair	Achilles-Bjorklund, Inc.	158 Highway US-20	Thermopolis	WY	82443	307-864-3672
18534	Mark	Ridley	Ridleys Family Markets, Inc.	925 N 6th St	Greybull	WY	82426-1610	307-302-5302
18535	Joel A	Schneider	Cheyenne ACE Hardware LLC	3505 E Lincolnway	Cheyenne	WY	82001-6339	307-514-0009
18679	William L	Bregar	Newcastle Ace Hardware LLC	21 Railway Ave	Newcastle	WY	82701-2813	307-746-4144
18681	William L	Bregar	Wheatland Ace Hardware, LLC	609 16th St	Wheatland	WY	82201-2713	307-322-4808
18788	Caleb	Kienlen	Kienlen LLC	100 S 20th St	Worland	WY	82401-3742	307-347-9291

CANCELLED STORES AS OF DECEMBER 31, 2023

11084 James Pruitt	Seward Ship's Ace Hardware and Mari	1714 Leirer Rd	Seward	AK	99664-0944	907-224-5640
12064 Ryan J.C. Rock	Point Hope Native Store	100 Qalgi Ave	Point Hope	AK	99766	907-368-2025
9169 Rhonda Jackson Gibson	Jackson Home Supply	14 Wilson Ave W	Thomasville	AL	36784-2022	334-636-2557
1123 Virginia Caudell	Graham Ace Hardware Inc	111 Union Ave E	Wynne	AR	72396-2972	870-238-2282
15984 Allen Porter Hurt	Quality Farm Supply	521 Highway 463 N	Trumann	AR	72472-1600	870-483-6341
7473 David Owens	Ace Hardware	11125 W Arizona Ave	Youngtown	AZ	85363-1315	623-933-6984
612 Michael Braught	Geiger's Long Valley Market	44951 Highway 101	Laytonville	CA	95454-9010	707-984-6911
1332 Julie Moran	Avenal Lumber & Hardware	600 Skyline Blvd	Avenal	CA	93204-1743	559-386-5323
1692 John Hunter	Hunter Ace Hardware	406 Main Street	Greenville	CA	95947	530-284-7913
2015 Paul Eames	Ellis Ace Hardware	5424 Martin Luther King Jr Way # J	Oakland	CA	94609-1614	510-653-4365
4560 Guadalupe Valdivia	A & B Plumbing & Hardware	21249 Pacific Coast Hwy	Malibu	CA	90265-5220	310-456-8550
5364 Wayne Nelson	S M Hoyt Lbr Co Home Ctr	7110 Archibald Ave	Rancho Cucamonga	CA	91701-5016	909-989-8554
11599 William Woodward	Woodward's Ace Hardware	4516 E Chapman Ave	Orange	CA	92869-4109	714-453-4100
12022 Joseph H Blair Jr	Progress Hardware	724 Irving St	San Francisco	CA	94122-2410	415-731-2038
15377 William A Stoermer	Fremont Plaza Ace Hardware	2060 E Fremont St	Stockton	CA	95205-5057	209-451-1459
15702 Harrison David	Bennett Valley Gardens	2780 Yulupa Ave	Santa Rosa	CA	95405-8583	707-569-8624
15771 George Parker	Parker's Hardware	1305 W 18th St	Merced	CA	95340-4401	209-723-4331
16365 Kelly Joy Hasselkus	Happy Days Ace Hardware	16652 Ventura Blvd	Encino	CA	91436-1917	818-616-4182
16566 Johnny K Chen	Ace Hardware	60 N Sierra Madre Blvd	Pasadena	CA	91107-3326	626-789-2005
16599 Rick Karp	Cole Hardware	345 9th St	San Francisco	CA	94103-3831	415-321-2653
16623 William A Stoermer	Country Club Ace Hardware	1939 Country Club Blvd	Stockton	CA	95204-4821	209-464-8285
16839 Ali Azimian	Blossom Hill Ace Hardware	1339 Blossom Hill Rd	San Jose	CA	95118-3801	408-269-1210
17421 Mark Schulein	Aggie Ace Hardware	606 W Covell Blvd	Davis	CA	95616-1031	530-302-3485
7009 Doug Schelling	Smith Wholesale Hardware	635 W Furry St	Holyoke	CO	80734-1240	970-854-6121
18067 Jason Liebnitzky	Chapman Lumber	224 Watertown Rd	Thomaston	CT	06787-1920	860-283-6213
583 Patricia Fachko	Brandies Ace Hardware	617299 W Brandies Ave	Callahan	FL	32011-3776	904-879-3456
7734 Robert Shor	South Beach Hardgoods Co	1668 Alton Rd	Miami Beach	FL	33139-2426	305-672-7070
1 Donald W. Olson	Olson's Ace Hardware	239 N Genesee	Waukegan	IL	60085-4221	847-244-3000
234 James Hood	Hood's Ace Hardware Inc	119-129 N Sangamon Ave	Gibson City	IL	60936-1342	217-784-4273
2853 Joseph Gillman	Gillman Ace Hardware	2118 N Milwaukee Ave	Chicago	IL	60647-4015	773-252-5886
11180 David Rickabaugh	Belvidere Ace Hardware	302 Meadow St	Belvidere	IL	61008-3324	815-544-9888
16875 Thomas E. Harmon	County Market	827 Veterans Ave	Vandalia	IL	62471-3302	610-367-2051
3563 Joseph Jeffries	Westlake Ace Hardware	12202 College Blvd	Overland Park	KS	66210-4049	913-469-9000
15616 Ronald L Lockwood	Sterlington Ace Hardware	9092 Highway 165 N	Sterlington	LA	71280-3312	318-665-0001
3201 Gary Zimmerman	Zimmerman's Ace Hardware	3801 Sandy Spring Rd	Burtonsville	MD	20866-1154	301-421-1900
3316 Lawrence White	White's Hardware Of Olney Inc	15508 Georgia Ave	Rockville	MD	20853-1232	301-924-4080
10945 Craig Zimmerman	Zimmerman Ace Hardware	8860 Brookville Rd	Silver Spring	MD	20910-1803	301-585-5200
7472 Randall Nation	Tompkins Hardware	5054 Richfield Rd	Flint	MI	48506-2157	810-736-6400
3068 Mark Beug	Beug's Ace Hardware Inc	801 Washington Ave	Detroit Lakes	MN	56501-3013	218-847-7173

CANCELLED STORES AS OF DECEMBER 31, 2023

16173 Shawn Grady	Grady's Ace Hardware	7945 State Highway 55	Rockford	MN	55373-9722	763-477-5820
4738 Esterline Upchurch	Muellers Plmbg & Heating	3412 Rosener Rd	Park Hills	MO	63601-4157	573-431-2182
15856 William G Cotton	Cotton's Ace Hardware	225 Thresher Dr	Eureka	MO	63025-1923	408-354-3910
3421 Thad Virden	Service Lumber Co. Inc.	20558 Highway 61	Rolling Fork	MS	39159-5014	662-873-4334
15986 Kyle Medearis	Baker Ace Hardware	101 Lake City Shopping Center	Baker	MT	59313	406-778-3359
6726 Martin Russert	Scheer's Ace Hardware	1308 Omaha Ave	Norfolk	NE	68701-4599	402-371-0350
17430 Ana McKenna	Fox Ace Hardware	325 Village St	Penacook	NH	03303-4515	603-753-4811
3754 Richard Young	Shoemaker Lumber Co Inc	1200 West Ave	Ocean City	NJ	08226-3266	609-399-0150
18315 Kelly Armstrong	Cook's Home Center	518 S Paseo De Onate	Espanola	NM	87532-3623	505-753-2145
4323 Bradley Owens	Owens Market & Ace Hardware	924 Bush Street	Carlin	NV	89822	775-754-6211
14455 John Ahern	Ahern Rentals Inc	777 W Sunset Rd	Henderson	NV	89011-4605	702-454-7368
9587 Kathryn Ulrich	Standish-Jones Building Supply	4440 Central Ave	Gasport	NY	14067-9529	716-772-2611
7722 George Kuhn	George E Kuhn & Co. Inc	28 W Center St	Germantown	OH	45327-1342	937-855-2454
2723 Joseph Avanzini	C & C Hardware Inc.	11 N Stacy St	Coalgate	OK	74538-2841	580-927-2151
15879 Robert J Mitchell	Ace Hardware & Paint	2070 8th Ave	West Linn	OR	97068-4686	503-557-5000
7909 Thomas Petro	Petro Hardware and Supply	640 Main Street	Inkerman	PA	18640	570-654-6725
9715 Harold Stern	S&H Hardware And Supply Co	6700 Castor Ave	Philadelphia	PA	19149-2103	215-745-9375
12185 Leon Schlegel	Hollenbach Home Center	174 Holly Rd	Gilbertsville	PA	19525-9298	610-367-2051
16281 Ken Clark	Clark's Ag Center	4675 State Route 54	Turbotville	PA	17772-8562	570-649-5158
17444 Bertha Ballon	Brownsville Hardware	6027 National Pike E	Grindstone	PA	15442	724-785-4100
18647 Gregory Ackerson	Blue Ridge Lumber Co.	320 Route 507	Paupack	PA	18451	570-226-4531
Store #	Owner Name	Store Name	Address	City	St	Zip Phone #
15572 Lena G. Rayfield	H & R Ace Hardware	201 Mill Ave	Hohenwald	TN	38462-1546	931-796-1511
16572 William R. Stepherson	Superlo Foods	2155 Covington Pike	Memphis	TN	38128-6934	901-382-5701
5979 Thomas Gold	Lake Lumber Company	200 Glen Flora Rd	Eagle Lake	TX	77434-2857	979-234-3102
14117 Marc Asbury	Coastal Hardware LLC	4012 Padre Blvd	South Padre Island	TX	78597-7203	956-761-2670
18768 Allan B Ritter	Ritter Lumber	1603 Atkinson Dr	Lufkin	TX	75901-3143	936-634-3369
15536 Gary Walker	Gary's Ace Hardware	509 Meadowbrook Center	Culpeper	VA	22701-3947	540-825-2103
16424 Brian Hein	Poulin Lumber	3639 US Route 5	Derby	VT	05829-9490	802-766-4971
16426 Brian Hein	Poulin Lumber	439 Wolcott St	Hardwick	VT	05843	802-472-5581
16432 Brian Hein	Poulin Lumber	258 Meadow St	Williamstown	VT	05679	802-433-1419
8450 Cheryl Meredith	Deer Park Ace Hardware	141 W H Street	Deer Park	WA	99006-8549	870-238-2282
15835 Darrell Moseley	Ace Hardware Hillyard	4107 N Market St	Spokane	WA	99207-5821	509-443-5601
16128 Tom Boland	Country Store	1276 S Burlington Blvd	Burlington	WA	98233-3316	360-757-4055
16186 Kerry McCauley	Ag Supply Ace Hardware	517 S Meridian	Puyallup	WA	98371-5909	253-435-4888
17361 Thomas Danek	DuPont Ace	1585A McNeil St	Dupont	WA	98327	253-244-7201
7254 W Lloyd	Lloyd's Inc	2220 Sutton Ln	Sutton	WV	26601-9717	304-765-3332
11360 Gary Bjorklund	Wheatland Ace Hardware	2304 Fertig Dr	Wheatland	WY	82201-2147	307-322-0299

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 entit(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.

State	Effective Date
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
_____ **Aaron Cragun** – 2915 Jorie Blvd., Oak Brook, IL 60523; 920-396-0704
_____ **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
_____ **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; 828-638-8206
_____ **Chris LaRoe** – 2915 Jorie Blvd, Oak Brook, IL 60523; 720-688-0075
_____ **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
_____ **Sheldon Sandler** – 2915 Jorie Blvd, Oak Brook, IL 60523; 215-499-7681
_____ **Natalie Sender** –2915 Jorie Blvd, Oak Brook, IL 60523; 916-718-9085
_____ **Ryan Schlosser** – 2915 Jorie Blvd, Oak Brook, IL 60523; 630-990-6600
_____ **Kenneth Smith** – 2915 Jorie Blvd, Oak Brook, IL 60523; 304-545-7131
_____ **Brian Tanner** –2915 Jorie Blvd, Oak Brook, IL 60523; 407-810-7534
_____ **James Tucker** – 2915 Jorie Blvd, Oak Brook, IL 60523; 850-206-0103
_____ **Robert Topa Jr.** – 2915 Jorie Blvd, Oak Brook, IL 60523; 443-986-8317

_____ Name: _____; Address: _____; Phone: _____

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 __, 2024 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 - (Reserved)
- Q - Professional Retail Services
- R - Financial Statements of the Company (FY2023)
- 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)

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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.

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____ **Natalie Sender** – 2915 Jorie Blvd., Oak Brook, IL 60523; 916-718-9085
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____ **Brian Tanner** – 2915 Jorie Blvd., Oak Brook, IL 60523; 407-810-7534
____ **James Tucker** – 2915 Jorie Blvd., Oak Brook, IL 60523; 850-206-0103
____ **Robert Topa Jr.** – 2915 Jorie Blvd., Oak Brook, IL 60523; 443-986-8317

____ Name: _____; Address: _____; Phone: _____

The issuance date of this Franchise Disclosure Document is March 27, 2024.

Company authorizes the respective state agents identified on Exhibit U to receive service of process for it in the particular states.

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Date

Prospective Franchisee (Print Name)

Prospective Franchisee (Sign Name)