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GUARANTY OF CREDIT

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To: ACE HARDWARE CORPORATION
2200 Kensington Court
Oak Brook, Illinois 60523

I (We, each of us severally as well as jointly) request that you recognize (Name and address)

Celebration Ace Hardware, LLC
31 Blake Blvd.
Celebration FL 34747

as a Customer (hereinafter referred to as "Customer") for the purchase from you of merchandise, supplies and services distributed or provided by and through Ace Hardware Corporation, and to receive the other benefits of being an ACE dealer in accordance with the terms of Customer's Membership Agreement or other agreement for the purchase of merchandise, supplies and services with you. I (We) further request that you extend credit to Customer for any and all obligations incurred by Customer in connection with any of the foregoing. To induce you to sell merchandise and supplies and to provide services to Customer and further to induce you to extend such credit to Customer and in consideration thereof, I (we, each of us as a primary obligor, jointly and severally) do hereby unconditionally guarantee to you, your successors and assigns, that Customer will fully, promptly and faithfully perform, pay when due, and discharge the full amount of all of Customer's present obligations to you, as well as all future obligations to you hereafter incurred by Customer in connection with the purchase of merchandise or supplies from you, or in connection with services rendered by you for Customer, including (but not limited to) any obligations to you incurred by Customer for freight charges, low volume account service charges, or late payment service charges. I (We, each of us severally as well as jointly) further hereby covenant and agree that in the event Customer shall not perform, pay when due and discharge in full any of said obligations, the undersigned, on or before the 30th day after payment is due on any such obligation or portion thereof, or upon any invoice and/or statement rendered by you to Customer for merchandise or supplies hereafter sold by you to Customer or for any other charge of any nature hereafter incurred by Customer in connection with any of Customer's transactions with you, will pay to you forthwith upon demand the amount then due on any such obligation(s), together with any freight charges, low volume account service charges, late payment service charges, or other charges, if any, applicable thereto, and will also pay to you all losses, costs, reasonable attorney's fees or expenses of any nature which may be suffered or incurred by you by reason of Customer's default or by reason of the default of any one of the undersigned hereunder.

This shall be a continuing Guaranty which shall be in full force and effect until ten (10) days after the receipt by you of a written notice of termination sent by the undersigned to you by registered or certified mail or hand-delivered to you at your general office headquarters. Any such termination shall not affect, discharge or release any liability of the undersigned which may have accrued hereunder at the time of such termination. I (We) hereby expressly waive notice to me (us) of the acceptance of this Guaranty, notice of orders, sales and deliveries to Customer, notice of the amounts and terms thereof, and notice of all defaults or disputes with Customer and of the settlement or adjustment of any such defaults or disputes. Without affecting my (our) liability hereunder in any respect, I (we) further hereby expressly consent to and waive notice of all changes of terms, the withdrawal or extension of credit or time to pay, the settlement or compromise of differences, the acceptance or release of security, the acceptance of notes, trade acceptance, or any other form of obligation for the customer's indebtedness, and the demand, protest and notice of protest of any such instruments or their endorsements. I (We) further consent to and waive notice of any arrangements or settlements made in or out of court in the event of receivership, liquidation, re-adjustment, bankruptcy, reorganization, or assignment for the benefit of creditors of Customer, and anything whatsoever, whether or not herein specified, which may be done or waived by or between you and Customer, or Customer and any other person whose claim or claims against the Customer have been or shall be assigned or transferred to you.

My (Our) obligation is a primary and unconditional obligation and covers all existing and future indebtedness of Customer to you. This obligation shall be enforceable before or after proceeding against Customer or against any security held by you, and shall be effective regardless of the solvency or insolvency of the Customer at any time, the extension or modification of the indebtedness of Customer by operation of law, or the subsequent reorganization, merger or consolidation of Customer, or any other change in the composition, nature, personnel, or location of Customer. Your remedies under this Guaranty are cumulative and the exercise of any one or more of the remedies provided for herein or under the laws of Illinois shall not be construed as a waiver of any of your other remedies so long as any part of the Customer's obligations to you remain unsatisfied.

All liabilities of customer and of the undersigned to you shall mature immediately upon the insolvency of Customer, the commission of an act of bankruptcy by Customer, the appointment of a receiver for Customer or any of its property, the filing of a voluntary or involuntary petition in bankruptcy, reorganization, or arrangement, the making of an assignment for the benefit of creditors, or the calling of a meeting of creditors by Customer.



No payment by a guarantor hereunder shall entitle any other guarantor, by subrogation or otherwise, to any payment by Customer under or out of the property of Customer, except after payment in full to you of all amounts payable by Customer, contingently, absolutely or otherwise to you. Any obligations of any kind of Customer to me (us) existing now or at any time hereafter are hereby subordinated to the obligations of Customer to you and to the obligations to you of the undersigned pursuant to this Guaranty, notwithstanding the fact that I (we) shall be the holder of any security interest in or shall have perfected any priority lien against any of the assets of Customer for the purpose of securing the payment to me (us) of any loans or advancements made at any time to Customer by me (us), and with respect to my (our) obligations under this Guaranty, any such security interests or priority liens which I (we) now have or may at any time hereafter have are hereby expressly waived and released.

Your records showing the account between you and Customer shall be admissible in evidence in any action or proceeding involving this Guaranty, and such records shall be prima facie proof of the items set forth herein.

This Guaranty will be deemed to have been accepted by you upon acceptance of any order for merchandise or supplies from Customer, or upon your rendering of any service(s) of any nature resulting in the incurrence of an obligation from Customer to you, on or after the date hereof.

This Guaranty shall be effective with respect to all obligations, if any, of Customer to you as of the date of your acceptance of said Guaranty, and to each and every other obligation of Customer arising concurrently herewith or hereafter during the existence of this Guaranty.

This Guaranty shall be governed by and construed in accordance with the substantive laws of the State of Illinois.

This Guaranty shall be binding upon me (us) and my (our) executors, administrators, and assigns, and shall inure to your benefit and to the benefit of your successors and assigns.

WITNESS my (our) hand(s) and seal(s) this 26th day of SEPTEMBER 2006

Individual Guarantors:

Matt Bonetta
Signature

1000 TAPESTRY LANE CELEBRATION FL. 34747
Address

Signature

Address

Signature

Address

Signature

Address

Witness:

Marta Huhul
Signature

1634 Nightfall Dr. Clermont FL 34711
Address