

## EQUITY MATCH GUARANTY

THIS EQUITY MATCH GUARANTY (as amended, supplemented or otherwise modified from time to time, this "Guaranty") is executed this 2ND day of FEBRUARY, 2007, by DEANNA BENETTI, an individual whose primary residence is in the State of FLORIDA ("Guarantor"), in favor of Ace Hardware Corporation, a Delaware corporation ("Lender").

BACKGROUND: Lender heretofore made, and/or may hereafter make, extensions of credit to CELEBRATION ACE HARDWARE, LLC, a FLORIDA LIMITED LIABILITY COMPANY ("Borrower"). Lender is willing to extend certain credit to Borrower, subject to the terms and conditions set forth in the Equity Match Loan Agreement executed by and between Lender and Borrower dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement") and related instruments, agreements and documents executed or delivered in connection therewith (as amended from time to time, the "Loan Documents"), on the condition (among others) that the Guarantor guarantee all of the obligations of Borrower to Lender. Capitalized terms used in this Guaranty which are defined in the Loan Agreement shall have the meanings herein as provided therein unless otherwise defined herein.

NOW, THEREFORE, in order to induce Lender to extend credit and/or maintain credit heretofore extended to Borrower and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantor hereby agrees as follows:

**Section 1. Indebtedness Defined.** The term "Indebtedness," as used herein, shall mean all liabilities, obligations and indebtedness owing by the Borrower, the Persons identified on Schedule A hereto and/or any Subsidiaries of the Guarantor, whether or not listed on Schedule A hereto (collectively, the "Obligors") to the Lender (including, without limitation, any of such liabilities, obligations and indebtedness evidenced by or arising under or in connection with the Loan Agreement), together with any and all extensions, renewals, amendments, modifications, restatements, replacements and substitutions therefor, and reasonable attorneys' fees incurred by Lender in attempting to collect any of such liabilities, obligations or indebtedness from Guarantor. The Indebtedness guaranteed hereby shall also include any interest that would have accrued on or in connection with the Indebtedness even though the commencement of any bankruptcy case, insolvency proceeding or similar action involving an Obligor might suspend or terminate the accrual of such interest and fees as to such Obligor.

**Section 2. Guaranty Obligation.** The Guarantor hereby irrevocably and unconditionally guarantees to the Lender and its successors and assigns, the due and punctual payment and performance of all Indebtedness now existing or hereafter arising, whether or not the Obligor with respect to such Indebtedness may be released from performance of any of the agreements, covenants, terms or conditions contained in any document, instrument or agreement pertaining to such Indebtedness.

**Section 3. Irrevocable Guaranty of Payment.** This Guaranty cannot be cancelled by Guarantor and shall remain in full force and effect until the earlier of full and final indefeasible payment and discharge of all of the Indebtedness (of all Obligors).

**Section 4. Primary Liability; Limitation of Liability.** This Guaranty constitutes a guarantee of payment and performance and not of collection. Lender may enforce this Guaranty



against Guarantor without first making demand on any Obligor or any other person or entity (including, without limitation, any other Guarantor), or taking action against any collateral, or instituting collection proceedings upon the Indebtedness. Guarantor's liability for the Indebtedness is primary, not secondary.

Anything contained in this Guaranty to the contrary notwithstanding, the obligations of the Guarantor hereunder shall be limited to a maximum aggregate amount equal to the greatest amount that would not render the Guarantor's obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any provisions of applicable state law (collectively, the "Fraudulent Transfer Laws"), in each case after giving effect to all other liabilities of the Guarantor, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws (specifically excluding, however, any liabilities of the Guarantor (a) in respect of intercompany indebtedness to an Obligor or Affiliates of such Obligor to the extent that such indebtedness would be discharged in an amount equal to the amount paid by the Guarantor hereunder and (b) under any guaranty of Indebtedness subordinated in right of payment to the Indebtedness which guaranty contains a limitation as to maximum amount similar to that set forth in this paragraph, pursuant to which the liability of the Guarantor hereunder is included in the liabilities taken into account in determining such maximum amount) and after giving effect as assets to the value (as determined under the applicable provisions of the Fraudulent Transfer Laws) of any rights to subrogation, contribution, reimbursement, indemnity or similar rights of the Guarantor pursuant to (i) applicable law or (ii) any agreement providing for an equitable allocation among one or more guarantors of the Indebtedness (or any portion thereof) under guaranties in favor of the Lender by such parties.

**Section 5. Guaranty Unconditional** Except as otherwise set forth herein, Guarantor's guaranty of the Indebtedness is continuing, absolute and unconditional. Without limiting the foregoing, the validity of this Guaranty and Guarantor's obligations hereunder shall not be impaired by any event whatsoever, including without limitation any of the following, whether or not Guarantor has any notice thereof: (a) the invalidity or unenforceability of any agreement or instrument evidencing or relating to the Indebtedness; (b) any present or future law, order or regulation of any governmental authority purporting to reduce or affect the Indebtedness or any person or entity liable for the Indebtedness or any collateral; (c) any claim of immunity, defense, set-off or counterclaim (other than full and final payment of the Indebtedness) on behalf of any person or entity; (d) any change in the time, place or manner of payment or performance, or any release, waiver, compromise, settlement, increase, decrease, extension, renewal, acceleration, impairment or termination (voluntary or otherwise) with respect to any or all of the Indebtedness; (e) any release, addition, exchange, waiver, indulgence, compromise, or settlement with respect to any Obligor, any Loan Party or any collateral, or any failure to take, perfect or protect any lien or interest intended as collateral; (f) any modification, amendment, restatement or replacement (in whole or in part) of any documents, agreements or instruments evidencing, comprising, securing, guarantying or otherwise relating to, executed or delivered in connection with the Indebtedness or of any covenants, obligations or terms set forth therein; (g) any failure by Lender to exercise diligence in the collection of the Indebtedness or any action, omission or delay on the part of Lender or any other person or entity to assert or enforce any claim, demand, right, power or remedy referred to, conferred in or arising under this Guaranty or any of the other agreements evidencing or relating to the Indebtedness; (h) the failure of any other person or

entity to guarantee or grant a lien or security interest as collateral for any or all of the Indebtedness; (i) the voluntary or involuntary liquidation, sale, cessation of business, marshalling of assets, receivership, or financial decline of an Obligor, or any insolvency, bankruptcy, assignment for the benefit of creditors, reorganization or other similar proceedings affecting the an Obligor or its assets; (j) the death, disability or incompetence of an Obligor; (k) any allegation or contest of the validity of the Indebtedness or this Guaranty, or the disaffirmance or attempted disaffirmance of the Indebtedness or this Guaranty, in any such proceedings; (l) the absence of any notice to Guarantor of any default or breach under this Guaranty or in connection with the Indebtedness, any acceleration of any of the Indebtedness, the foreclosure or sale of any collateral, or any other action by or on behalf of Lender with respect to the Indebtedness; and/or (m) to the extent permitted by law, any other event, action or circumstance that would, in the absence of this paragraph, result in the release or discharge of the Guarantor from the performance or observance of any obligation, covenant or agreement contained in this Guaranty (other than the circumstances described in Section 3).

**Section 6. Recovery of Avoided Payments.** If any amount applied by Lender to the Indebtedness is subsequently challenged by a bankruptcy trustee or debtor-in-possession as an avoidable transfer on the grounds that the payment constituted a preferential payment or a fraudulent conveyance under state law or the Bankruptcy Code or any successor statute thereto or on any other grounds, Lender may, at its option and in its sole discretion, elect whether and to what extent to contest such challenge. If any of the contested amounts are successfully avoided (whether through settlement or otherwise), the avoided amount will become part of the Indebtedness hereunder. If Lender elects not to contest the avoidance action, Lender may tender the amount subject to the avoidance action to the bankruptcy court, trustee or debtor-in-possession and the amount so advanced shall become part of the Indebtedness hereunder. Guarantor's obligation to reimburse Lender for amounts due under this Section shall survive the purported cancellation hereof.

**Section 7. Waivers; Subordination.** Guarantor hereby knowingly, willingly, and irrevocably waives the following rights, defenses and benefits of law or equity with respect to this Guaranty and the Indebtedness: (a) acceptance of this Guaranty, presentment, protest, demand, notice and proof of reliance on this Guaranty, and the filing of claims with a court in the event of bankruptcy of any Obligor or any Loan Party; (b) any right to require Lender to marshal assets or proceed first against any Obligor, any collateral and any counterclaim, setoff or recoupment; (c) any claim or defense based on principles of suretyship or impairment of collateral, impairment of recourse or requirement of diligence on the part of Lender in collecting the Indebtedness or in taking, perfecting, protecting or proceeding against any collateral; (d) any right of notice or consent to any release, addition, exchange, sale, waiver, indulgence, compromise, settlement, increase, decrease, extension, renewal, acceleration, impairment, or termination of or with respect to the Indebtedness, any collateral or any Obligor; (i) dishonor, default and all other notices that may be required of Lender in connection with the Indebtedness; or (ii) to the extent permitted by applicable law, notice of foreclosure or disposition of collateral. Guarantor hereby subordinates any present or hereafter-acquired subrogation or reimbursement rights arising hereunder against an Obligor, an Obligor's property, or any collateral, and Guarantor shall not assert any such rights until the Indebtedness has been paid in full.

**Section 8. Guarantor's Representations.** Guarantor represents that (a) SHE is an individual whose primary residence is in the State of FLORIDA; (b) this Guaranty is valid and binding according to its terms; (c) Guarantor's execution and performance of this Guaranty do not require the consent of or the giving of notice to any other person or entity; (d) after giving effect to this Guaranty, Guarantor is solvent, is generally paying its debts as they become due, has assets with a fair value that substantially exceeds the sum total of Guarantor's liabilities, now has and will maintain capital sufficient to carry on its business and transactions.

**Section 9. Independent Investigation.** Guarantor delivers this Guaranty based solely on Guarantor's own independent investigation and in no part upon any representation or statement of Lender or its agents with respect to any matter whatsoever. Guarantor is in a position to assume and hereby assumes full responsibility for obtaining any additional information concerning the Indebtedness and the financial or other condition of the Obligors.

**Section 10. No Fiduciary Relationship; No Third Party Beneficiaries.** Nothing contained herein or in any related document shall be deemed to create any partnership, joint venture or other fiduciary relationship between Lender and the Obligors or Guarantor for any purpose. This Guaranty has been executed for the sole benefit of Lender as an inducement to cause it to extend and maintain credit to the Obligors, and neither Guarantor nor any other third party is authorized to rely upon Lender's rights hereunder or to rely upon an assumption that Lender has exercised or will exercise its rights under any document.

**Section 11. Assignment.** This Guaranty shall be binding upon the heirs, successors and assigns of Guarantor, except that Guarantor shall not assign any rights or delegate any obligations arising hereunder without the prior written consent of Lender. Lender may assign and transfer this Guaranty in whole or in part to any assignee of all or part of the Indebtedness upon notice to Guarantor. Lender's successors and assigns shall have the right to rely upon this Guaranty with respect to the Indebtedness and any additional transactions with the Obligors (individually or collectively), its successors and assigns, in reliance hereon, in the same manner and with the same force and effect as if such successor or assign were specifically named as Lender herein.

**Section 12. Notices.** All notices, requests, demands, directions and other communications (collectively "notices") required under the provisions of this Guaranty shall be in writing (including communication by facsimile transmission) unless otherwise expressly permitted hereunder and shall be sent by hand, by registered or certified mail return receipt requested, by overnight courier service maintaining records of receipt, or by facsimile transmission with confirmation in writing mailed first-class, in all cases with charges prepaid, and any such properly given notice shall be effective upon the earlier of receipt or (i) when delivered by hand, or (ii) the third Business Day after being mailed, or (iii) the following Business Day if sent by overnight courier service, or (iv) when sent by facsimile, answer back received. All notices shall be addressed as provided on the signature page hereto.

All notices shall be sent to the applicable party at the address stated on the signature page hereto or in accordance with the last unrevoked written direction from such party to the other party hereto.



**Section 13. General Construction; Captions.** All definitions and other terms used in this Guaranty shall be equally applicable to the singular and plural forms thereof, and all references to any gender shall include all other genders. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Guaranty shall refer to this Guaranty as a whole and not to any particular provision of this Guaranty, and Section, subsection, schedule and exhibit references are to this Guaranty unless otherwise specified. The captions in this Guaranty are for convenience only, and in no way limit or amplify the provisions hereof.

**Section 14. References to Documents and Laws.** All defined terms and references in this Guaranty with respect to any agreements, notes, instruments, certificates or other documents shall be deemed to refer to such documents and to any amendments, modifications, renewals, extensions, replacements, restatements, substitutions and supplements of and to such documents. All references to statutes and related regulations shall include any amendments thereof and any successor statutes and regulations.

**Section 15. Cumulative Remedies.** The remedies provided Lender in this Guaranty are not exclusive of any other remedies that may be available to Lender under any other document or at law or equity.

**Section 16. Applicable Law.** The validity, construction and enforcement of this Guaranty and all other documents executed with respect to the Indebtedness shall be determined according to the internal laws of Illinois.

**Section 17. Severability.** Should any provision of this Guaranty be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full effect.

**Section 18. Governing Law.** THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS.

**Section 19. Arbitration.** THE GUARANTOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR HIMSELF/HERSELF AND HIS/HER PROPERTY, TO BINDING ARBITRATION FOR ANY MATTER OR DISPUTE ARISING OUT OF OR RELATING TO THIS GUARANTY 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.

**Section 20. Waiver of Venue.** THE GUARANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT HE/SHE MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY 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.

**Section 21. Service of Process.** EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 12. NOTHING IN THIS GUARANTY WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

**Section 22. 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 GUARANTY 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 GUARANTY AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

**Section 23. Amendment and Waiver in Writing.** No provision of this Guaranty can be amended or waived, except by a statement in writing signed by the party against which enforcement of the amendment or waiver is sought. No waiver, amendment, release or modification of this Guaranty shall be established by conduct, custom or course of dealing. Lender's indulgence in the existence of a default with respect to the Indebtedness or under this Guaranty or any other departure from the terms of this Guaranty shall not prejudice any of Lender's rights, including without limitation Lender's rights to make demand and recover from Guarantor.

**Section 24. Counterparts.** This Guaranty may be executed in any number of counterparts (by facsimile transmission or otherwise), each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

**Section 25. Entire Agreement; No Oral Representations Limiting Enforcement.** This Guaranty represents the entire agreement between the parties concerning the liability of Guarantor for the Indebtedness, superseding any and all other agreements, promises or representations existing prior to or made simultaneously with this Guaranty. Any oral statements regarding Guarantor's liability for the Indebtedness are merged herein. Without limiting the foregoing, Guarantor acknowledges that Lender has made no oral statements to Guarantor that could be construed as a waiver of Lender's right to enforce this Guaranty by all available legal means.

This Guaranty is executed as of the date first written above.

GUARANTOR:



Printed Name: **DEANNA BENETTI**

Notices: **DEANNA BENETTI**  
**660 CELEBRATION AVENUE, UNIT 240**  
**CELEBRATION, FL 34747**

Accepted by:

LENDER:

Ace Hardware Corporation

By:



Printed Name: Ronald J. Knutson

Title: Vice President, Finance

Notices: 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) 990-6856

Schedule A

List of Named Obligors

Original